

Confidential

**Master Services Agreement**

**XBID Solution**

**Exhibit 19**

**Mandatory law PXs Specific Conditions**

Initial of APX	Initial of APX UK	Initial of Belpex	Initial of EPEX Spot	Initial of Nord Pool	Initial of OMIE	Initial of GME	Initial of DBAG
----------------	-------------------	-------------------	----------------------	----------------------	-----------------	----------------	-----------------

Confidential

**Section 1. Definitions**

The capitalized terms used in this **Exhibit 19 (Mandatory law PXs Specific Conditions)** shall have the meaning attributed to them in **Exhibit 1 (PPI160 – Key Terms and Glossary)** of the XBID-MSA.

**Section 2. Purpose of this Exhibit 19**

This **Exhibit 19 (Mandatory law PXs Specific Conditions)** sets forth the specific conditions DBAG should comply with against a PX with a view to allowing such PX to comply with its mandatory national laws.

**Section 3. Attachment**

Attachments to this **Exhibit 19 (Mandatory law PXs Specific Conditions)** form an integral part thereof and any reference to this **Exhibit 19 (Mandatory law PXs Specific Conditions)** shall include a reference to such Attachment and *vice versa*.

**Section 4. Beneficiary**

**4.1.** The provisions of this **Exhibit 19 (Mandatory law PXs Specific Conditions)** are to the benefit only of the specific PXs for whom the specific conditions set forth herein are required, meaning that only such PX can claim compliance with the provisions contained herein by DBAG and enforce these provisions against DBAG.

**4.2.** Nothing in this **Exhibit 19 (Mandatory law PXs Specific Conditions)** shall be construed or understood as implying specific obligations of the other PXs towards the PX subject to the PX specific conditions and the other PXs shall in no event be held liable for DBAG’s compliance with these obligations.

**Section 5. Specific Obligations of DBAG towards GME**

**5.1. Obligations deriving from the Italian Legislative Decree 231/2001 and GME’s code of ethics**

**5.1.1.** DBAG acknowledges that GME adopted an Organizational and Management Model pursuant to Italian Legislative Decree 231/2001 and a Code of Ethics (“GME’s Code of Ethics”) laying down the principles and guidelines, which must inspire the conduct of the subjects acting on behalf of GME.

**5.1.2.** Upon signing the Agreement, DBAG expressly acknowledges that it is fully aware of the provisions contained in Italian Legislative Decree no. 231 of 8 June 2001, as subsequently supplemented, as well as in the Code of Ethics and in the Organizational and Management Model adopted by GME pursuant to Italian Legislative Decree 231/2001 and available on GME’s website [www.mercatoelettrico.org](http://www.mercatoelettrico.org). It is understood that this provision is without prejudice to GME’s obligation of information provided under Section 9.5.2 of the XBID-MSA.

**5.1.3.** Upon signing the Agreement, DBAG undertakes not to induce any employee of itself or of GME to not comply with the principles contained into GME’s Code of Ethics and, more generally, into Italian Legislative Decree 231/2001, as subsequently amended and supplemented.

Initial of APX	Initial of APX UK	Initial of Belpex	Initial of EPEX Spot	Initial of Nord Pool	Initial of OMIE	Initial of GME	Initial of DBAG
----------------	-------------------	-------------------	----------------------	----------------------	-----------------	----------------	-----------------

**Confidential**

**5.1.4.** Consistently with Section 11 of the XBID-MSA, DBAG shall be liable for damages, costs, charges, expenses, losses which may result from the failure by DBAG to comply with its undertaking in Section 5.1.3 above.

**5.1.5.** By deviation to Section 6 of the XBID MSA breach of such obligation by DBAG shall constitute a material breach and entitles GME to immediately terminate the Agreement pursuant to article 1456 of the Italian Civil Code.

**5.2. Obligations of DBAG towards GME as per Italian Law no. 136/2010**

**5.2.1.** For the purposes of article 3 of Italian Law no. 136/2010, GME informs DBAG that the CIG codes (tender identification code) of the XBID–DSA Development is: 6516212440, the XBID–DSA License is : 6517251DA6, and the XBID–DSA Hosting is: 651726378F. GME will inform DBAG via e-mail about any new CIG codes which may result necessary for the purposes of this provision.

**5.2.2.** DBAG is required to fulfil all the obligations specified in Italian Law no. 136/2010 with a view to ensuring the traceability of the financial movements pertaining to the Agreement.

**5.2.3.** By deviation to Section 6 of the XBID MSA DBAG’s failure to use bank or postal transfers or other instruments ensuring the full traceability of transactions will entitle GME to immediately terminate the Agreement pursuant to article 1456 of the Italian Civil Code.

**5.2.4.** For the purposes and effects of article 3 of Italian Law no. 136/2010, DBAG is required to notify the identification data of its dedicated bank or postal account, as well as the identification data of the persons authorised to operate thereon according to the template provided in **Attachment 19A** (*Notification Form as per Law 136/2010*).

**5.2.5.** The payment of the amount due by GME pursuant to the Agreement will be made into the above-mentioned dedicated bank or postal account.

**5.3. Obligations of the DBAG towards GME as per Italian Law no. 190/2012.**

**5.3.1.** By executing this agreement the DBAG hereby declares that it is fully aware of the provisions contained in Italian Law 190/2012 (as subsequently amended and/or supplemented), as well as of the Ethic Code and of the three-year Anti-bribery Plan implemented by GME and available at [www.mercatoelettrico.org](http://www.mercatoelettrico.org). It is understood that this provision is without prejudice to GME’s obligation of information provided under Section 9.5.2 of the XBID-MSA.

**5.3.2.** By executing this agreement, DBAG undertakes not to induce any employee of itself or of GME to not comply with the principles set forth in the three-year Anti-bribery Plan and Ethic Code of GME as well as in Law 190/2012.

**5.3.3.** By deviation to Section 6 of the XBID MSA, a breach of such obligation shall constitute a serious breach of the agreement that would allow GME to immediately terminate it pursuant to art. 1456 of the Italian Civil Code. Consistently with Section 11 of the XBID-MSA, DBAG

Initial of APX	Initial of APX UK	Initial of Belpex	Initial of EPEX Spot	Initial of Nord Pool	Initial of OMIE	Initial of GME	Initial of DBAG
----------------	-------------------	-------------------	----------------------	----------------------	-----------------	----------------	-----------------

Confidential

shall be liable for damages, costs, charges, expenses, losses which may result from the failure by DBAG to comply with its undertaking in Section 5.3.2 above.

**5.4. Governing Law**

In deviation from Section 17.4 of the XBID-MSA, compliance with Section 5.1. and 5.2 of this **Exhibit 19** (*Mandatory law PXs Specific Conditions*) and the consequences of any non-compliance with these Sections (such as but not limited to the specific termination possibilities of GME under Section 5.1 and 5.2 above) are subject to and governed by the laws of Italy to the exclusion of the conflict of law provisions thereof.

Initial of APX	Initial of APX UK	Initial of Belpex	Initial of EPEX Spot	Initial of Nord Pool	Initial of OMIE	Initial of GME	Initial of DBAG
----------------	-------------------	-------------------	----------------------	----------------------	-----------------	----------------	-----------------