Confidential

Exhibit 24 to the XBID-MSA

Deliverable Specific Agreement for ECP Services

between

EPEX Spot Belgium SA

and

EPEX Spot SE

and

Nord Pool AS

and

OMI, Polo Español, S.A.

and

Gestore dei Mercati Energetici S.P.A.

and

Deutsche Börse AG

Initial of	Initial	Initial	Initial	Initial	Initial
EPEX	of	of	of	of	of
Belgium	EPEX	Nord	OMIE	GME	DBAG
		Pool			

Master	Service	Agreement 2	XBID Solutio	n – Exhibit 2	4 XBID-DSA	ECP Service	s – Version
1.0							

Confidential

Contents

1.	DEFINITIONS	. 5
2.	SUBJECT MATTER	. 5
3.	CONTRACTUAL DOCUMENTS - ATTACHMENTS	. 5
4.	TERM	. 6
5.	GENERAL SCOPE OF THE ECP SERVICES	. 7
6.	COOPERATION OBLIGATIONS OF PXS	. 8
7.	SERVICE LEVELS	. 8
8.	REMUNERATION	. 8
9.	ECP SOFTWARE	. 9

Initial of	Initial	Initial	Initial	Initial	Initial
EPEX	of	of	of	of	of
Belgium	EPEX	Nord	OMIE	GME	DBAG
		Pool			

Confidential

This Deliverable Specific Agreement for ECP Services (hereinafter referred to as the "XBID-DSA") is made by and between the following parties:

On the one hand:

(1) **EPEX Spot Belgium SA**, a company organised and existing under the laws of Belgium, having its registered office at Boulevard de l'Impératrice 66, 1000 Brussels, Belgium, and registered with the Crossroads Bank for Enterprises under the number 874 978 602 (RPR Brussels) and VAT n° BE 0874 978 602, hereinafter referred to as **"EPEX Belgium"**,

and

(2) **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 APX Power BV and APX Commodities Ltd. as a result of a merger,

and

(3) **Nord Pool AS**, a company organised and existing under the laws of Norway, having its registered office at Vollsveien 17 B, 1366 Lysaker, Norway, and registered with Register of Business Enterprises in Norway under the number 984 058 098 and VAT n° NO 984 058 098 MVA, hereinafter referred to as "**Nord Pool**",

and

(4) **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° ESA 86025558, hereinafter referred to as **"OMIE"**,

Initial of	Initial	Initial	Initial	Initial	Initial
EPEX	of	of	of	of	of
Belgium	EPEX	Nord Pool	OMIE	GME	DBAG

Confidential

and

(5) **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° IT 06208031002, hereinafter referred to as "**GME**";

each of the parties (1) - (5) hereinafter individually being also referred to as the "**PX**" and collectively as the "**PXs**",

and on the other hand:

(6) **Deutsche Börse AG**, an Aktiengesellschaft (AG) organised 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 DE 114151950, hereinafter referred to as "**DBAG**".

Each PX and DBAG hereinafter individually being also referred to as "Party" and the PXs and DBAG hereinafter collectively being also referred to as "Parties".

Whereas

- A) The Parties have entered into the XBID-MSA, which establishes the general terms and conditions under which the PXs assign, in the context set forth in the recitals of the XBID-MSA (which are repeated here to the extent necessary) to DBAG, the provision of the Services as further described in the XBID-DSAs, and DBAG accepts the provision of these Services to each of the PXs;
- B) ECP Services should be assigned to DBAG in the context of the further implementation of the XBID Solution, for use within the Anticipated Scope of the EU XBID PX Cooperation and regarding the adherence of Beneficiaries. The ECP Software is used by TSOs to communicate with the XBID Solution;
- C) The ECP Services are provided by DBAG to the PXs, but PXs receive the ECP Services for the benefit of the TSOs. However, the Parties clarify that the TSOs shall not have any

Initial of	Initial	Initial	Initial	Initial	Initial
EPEX	of	of	of	of	of
Belgium	EPEX	Nord	OMIE	GME	DBAG
		Pool			

Confidential

- direct contractual rights vis-à-vis DBAG under this XBID-DSA ECP Services. Contractual claims, if any, will be made by PXs.
- D) The Parties therefore wish to set forth in this XBID-DSA ECP Services the terms and conditions under which DBAG shall, at request of the PXs, perform ECP Services.
- E) DBAG shall provide the ECP Services including operation and maintenance of the ECP application and a hosted infrastructure and support for the IT infrastructure as described in this XBID-DSA. The ECP Services are based on a maintenance agreement signed between Unicorn and DBAG. There shall be no direct rights of the PXs vis-à-vis Unicorn under this XBID-DSA.

NOW THEREFORE and in consideration of the foregoing premises and the mutual covenants set forth herein, the Parties agree as follows:

1.	Definitions
2.	Subject Matter

- 3. Contractual Documents Attachments
- 3.1 Contractual Documents

Initial of	Initial	Initial	Initial	Initial	Initial
EPEX	of	of	of	of	of
Belgium	EPEX	Nord Pool	OMIE	GME	DBAG

Confidential

			-					
4.	Ter	m						
		Initial of	Initial	Initial	Initial	Initial	Initial	
		EPEX Belgium	of EPEX	of Nord	of OMIE	of GME	of DBAG	
		Deigiuili		Pool	JIVIIL	JIVIL	DDAG	

		b ₀ 1					
. Ge	neral Sco	ne of the F	-CP Servi	CAS			
5. Ge	neral Sco	oe of the E	ECP Servi	ces			
i. Ge	neral Scol	oe of the E	ECP Servi	ces			
	neral Scol	oe of the E	ECP Servi	ces			
		oe of the E	ECP Servi	ces			
		oe of the E	ECP Servi	ces			
		oe of the E	ECP Servi	ces			
	Initial of	Initial	Initial	Initial	Initial	Initial	
	Initial of EPEX	Initial of	Initial of	Initial of	of	of	
	Initial of	Initial	Initial	Initial			

1.0								
Cor	nfiden	tial						
6.	Coc	peration C	Obligation	ns of PXs				
7.	Ser	vice Levels	6					
					I			
Q	Don	nuneration						
Ο.	Kei	iluliei atioli						
		Initial of	Initial	Initial	Initial	Initial	Initial	\neg
		EPEX	of	of	of	of	of	
		Belgium	EPEX	Nord Pool	OMIE	GME	DBAG	

Master	Service	Agreement)	KBID Solutio	n – Exhibit 24	4 XBID-DSA	ECP Ser	vices – '	Version
1.0								

Confidential

9.	FC	D	90	ftv	M2	r۵
37.	ᄄ	_	30	HΙΛ	Na	16

(Signature pages follow)

Initial of	Initial	Initial	Initial	Initial	Initial
EPEX	of	of	of	of	of
Belgium	EPEX	Nord	OMIE	GME	DBAG
		Pool			

Master Service Agreement XBID So 1.0	olution – Exhibit 24 XBID-DSA ECP Services – Version
Confidential	
SIGNATORY PAGE – EPEX SPOT E	BELGIUM SA
for and on behalf of	for and on behalf of
EPEX Spot Belgium SA	EPEX Spot Belgium SA
Name:	Name:
Title:	Title:
Date:	Date:

Initial of	Initial	Initial	Initial	Initial	Initial	
EPEX	of	of	of	of	of	
Belgium	EPEX	Nord	OMIE	GME	DBAG	
-		Pool				

Master Service Agreement XBID Solution – Exhibit 24 XBID-DSA ECP Services – Version 1.0
Confidential
SIGNATORY PAGE - EPEX SPOT
for and on behalf of
EPEX SPOT SE

Name: Title: Date:

Initial of	Initial	Initial	Initial	Initial	Initial
EPEX	of	of	of	of	of
Belgium	EPEX	Nord	OMIE	GME	DBAG
		Pool			
ĺ					

Master Service Agreement XBID Solution – Exhibit 24 XBID-DSA ECP Services – Version 1.0
Confidential
SIGNATORY PAGE – NORD POOL
for and on behalf of
Nord Pool AS
Name:

Title: Date:

Initial of	Initial	Initial	Initial	Initial	Initial
EPEX	of	of	of	of	of
Belgium	EPEX	Nord	OMIE	GME	DBAG
		Pool			

Master Service Agreement XBID Solution – Exhibit 24 XBID-DSA ECP Services – Version 1.0
Confidential
SIGNATORY PAGE - OMIE
for and on behalf of OMI Polo Espanol S.A. Name: Title: Date:

Initial of	Initial	Initial	Initial	Initial	Initial
EPEX	of	of	of	of	of
Belgium	EPEX	Nord	OMIE	GME	DBAG
		Pool			

Master Service Agreement XBID Solution – Exhibit 24 XBID-DSA ECP Services – Version 1.0 Confidential SIGNATORY PAGE - GME for and on behalf of Gestore dei Mercati Energetici S.P.A. Name: Title: Date: Date: Date:

Initial of	Initial	Initial	Initial	Initial	Initial
EPEX	of	of	of	of	of
Belgium	EPEX	Nord	OMIE	GME	DBAG
		Pool			

Master Service Agreement XBID So	olution – Exhibit 24 XBID-DSA ECP Services – Version
Confidential	
SIGNATORY PAGE - DBAG	
for and on behalf of	for and on behalf of
Deutsche Börse AG	Deutsche Börse AG
Name:	Name:
Title:	Title:
Date:	Date:

Initial of	Initial	Initial	Initial	Initial	Initial
EPEX	of	of	of	of	of
Belgium	EPEX	Nord	OMIE	GME	DBAG
		Pool			