

**EPEX Spot SE**

- and -

**European Market Coupling Operator AS**

- and -

**OMI, Polo Español S.A.**

- and -

**Gestore Dei Mercati Energetici S.P.A.**

- and -

**COLT Technology Services**

-and-

**BSP Energy Exchange LL C**

-and-

**HUPX Hungarian Power Exchange Company Limited by Shares**

-and-

**Operatorul Pieței de Energie Electrică și de Gaze Naturale "OPCOM" S.A.**

-and-

**OTE, a.s.**

-and-

**Towarowa Giełda Energii S.A.**

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**ACCESSION AGREEMENT**

**MPLS SERVICES FRAMEWORK AGREEMENT**

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**Between**

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° FR10508010501, hereinafter referred to as "**EPEX Spot**";

**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 2 A, 0283 Oslo, Norway, and registered with the Register of Business Enterprises in Norway under the number 984 058 098 and VAT n° NO984 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° IT06208031002, hereinafter referred to as "**GME**";

**and**

5. Colt Technology Services, a company organised and existing under the laws of France, having its registered office at 23-27 rue Pierre Valette, 92240 Malakof, France and registered in the Commercial Register under Nr. B402 628 838 and VAT FR404 0 262 883 8, hereinafter referred to as "**COLT**";

**and**

6. 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**

7. 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**

8. 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, 3<sup>rd</sup> District, Bucharest, PC 030236, Romania, and registered with Bucharest Trade Registry under the number J40/7542/2000 and VAT n° RO13278352, hereinafter referred to as “OPCOM”;

and

9. 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: 43/18.

and

10. Towarowa Giełda 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 Court Register under the number 0000030144 and VAT n° PL5272266714, hereinafter referred to as “TGE”;

hereinafter individually also referred to as a “Party” and collectively as the “Parties”.

Parties 1) to 4) are also referred to as the “PXs”.

Parties 6) to 10) are also referred to as the “New PXs” collectively or “New PX” individually.

**WHEREAS:**

- (1) The PXs are currently cooperating in respect of the design, implementation and the operation of a cross border intraday system in the context of the set-up of a European continuous implicit cross border intraday market, in line with Commission Regulation (EU) 2015/1222 of 24 July 2015 establishing a guideline on capacity allocation and congestion management (the "**XBID-Model**");
- (2) The PXs have in that context entered into a services agreement with 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 DE114151950 ("**DBAG**") for the development of the necessary joint ICT applications for implementing the XBID-Model, such ICT applications hereafter referred to as the "**XBID Solution**";
- (3) In that context, the PXs have also on in March 2016 signed the MPLS Services Framework Agreement (the "**MPLS Agreement**") setting forth the terms and conditions under which the PXs have assigned to COLT the provision of the MPLS network communication services to ensure the communication between the XBID Solution and the PXs' systems;
- (4) The PXs and the New PXs signed the All NEMO Intraday Operational Agreement which entered into force on 12 June 2018, setting forth the terms and conditions in respect of the co-operation for the implementation of a single European intraday price coupling of power regions;
- (5) TGE acceded on 24 July 2018 to the contract with DBAG as mentioned in recital (2);
- (6) New PXs other than TGE acceded on 1 July 2019 to the contract with DBAG mentioned in recital (2);
- (7) New PXs accept in accordance with Section 9 of the MPLS Agreement COLT as a service provider for the Services and now wish to become, in accordance with Section 9 of the MPLS Agreement, a party to the MPLS Agreement for the provision of the Services under the same rights and conditions as those granted to the PXs.

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**Section 1. Accession to the MPLS Agreement**

- 1.1** New PXs declare to be fully aware of, to acknowledge and to accept the terms and conditions of the MPLS Agreement.
- 1.2** New PXs hereby expressly accede to the MPLS Agreement.
- 1.3** The PXs and COLT hereby accept the accession by New PXs to the MPLS Agreement and accept New PXs as a party to the MPLS Agreement under the same conditions as those granted to the PXs under the MPLS Agreement.
- 1.4** New PXs, PXs and COLT agree and accept New PXs as Party of the MPLS Agreement under the same terms and conditions as the PXs as of the date of entry into force of the Accession Agreement.



## **Section 2. Start of the Services**

COLT shall deliver the Services to New PXs as of the date mentioned in the Order Form submitted to COLT by the respective New PX.

## **Section 3. Remuneration of the Services**

- 3.1** Each New PX shall pay in accordance with the terms of Section 5 of the MPLS Agreement its individual share in the remuneration to be paid to COLT for the Services provided by COLT as of the date mentioned under Section 2 of this Accession Agreement. PXs and New PXs shall inform COLT as of when the sharing key referred to in Section 5 in the MPLS Agreement is to be adapted.
- 3.2** To the extent the remuneration to be paid to COLT for the provided Services is dependent on the number of PXs receiving the Services any increase of cost or remuneration towards COLT as a result of the accession of a New PX shall be borne by that New PX.

## **Section 4. Entry into force and termination**

The Accession Agreement shall enter into force as of November 18<sup>th</sup>, 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 ten (10) 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 MPLS Agreement. For the avoidance of any doubt, should the MPLS 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 Annex 1 to the MPLS Agreement.
- 5.2** If one or more of the provisions of this 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 this 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 this Accession Agreement, partially or as a whole.
- 5.4** This Accession Agreement is governed by and construed in accordance with Belgian laws without regard to the conflict of laws principles of it.
- 5.5** Any dispute arising out of or in connection with this Accession Agreement shall be settled in accordance with Section 12 of the MPLS Agreement.

**5.6** The Parties are aware of the fact that OTE, irrespective of the law otherwise applicable to this 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 this Accession Agreement shall only come into effect in relation to the rights and obligations of OTE subject to the prior publication of this Accession 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 this Accession Agreement with respect to OTE is subject to fulfilment of the abovementioned publication obligation whereas the validity and effectiveness of this Accession Agreement between the other Parties remains unaffected by 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, of the fulfillment thereof. In case that OTE does not comply with this publication obligation, any other Party is entitled to ensure the publication of this 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 ten (10) original copies and each Party acknowledges having received its original copy.

**For: EPEX SPOT SE**

Name:

[Redacted]

Function:

[Redacted]

Signature:

[Redacted]

Date:

**For: EPEX SPOT SE**

Name:

[Redacted]

Function:

Signature:

[Redacted]

Date:

**For: EUROPEAN MARKET COUPLING  
OPERATOR AS**

Name: [REDACTED]

Function: [REDACTED]

Signature:  
[REDACTED]

Date: \_\_\_\_\_

**For: EUROPEAN MARKET COUPLING  
OPERATOR AS**

Name: [REDACTED]

Function: [REDACTED]

Signature:  
[REDACTED]

Date: \_\_\_\_\_



**For: OMI, POLO ESPAÑOL, S.A.**

Name:

[Redacted]

Function:

[Redacted]

Signature:

[Redacted]

Date:

11/11/2019

**For: OMI, POLO ESPAÑOL, S.A.**

Name:

Function:

Signature:


Date:

\_\_\_\_\_

**For: GESTORE DEI MERCATI ENERGETICI  
S.P.A.**

Name: 

Function: 

Signature:  


\_\_\_\_\_  
Date:

**For: GESTORE DEI MERCATI ENERGETICI  
S.P.A.**

Name: 

Function: 

Signature:  


\_\_\_\_\_  
Date:

**For: COLT Technology Services**

Name: [Redacted]

Function: [Redacted]

Signature:  
[Redacted]

\_\_\_\_\_  
Date:

**For: COLT Technology Services**

Name: [Redacted]

Function: [Redacted]

Signature:  
[Redacted]

\_\_\_\_\_  
Date:

For: **BSP ENERGY EXCHANGE LLC**

Name: [REDACTED]

Function: [REDACTED]

Signature:

[REDACTED]

Date: **11<sup>th</sup> November 2019**

For: **BSP ENERGY EXCHANGE LLC**

Name:

Function:

Signature:

\_\_\_\_\_

Date:

**For: HUPX HUNGARIAN POWER  
EXCHANGE COMPANY LIMITED BY  
SHARES**

Name: [REDACTED]

Function: [REDACTED]

Signature:

[REDACTED]

Date:

**For: HUPX HUNGARIAN POWER  
EXCHANGE COMPANY LIMITED BY  
SHARES**

Name: [REDACTED]

Function: [REDACTED]

Signature:

[REDACTED]

2019 NOV. 11

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

Name: [REDACTED]

Function: [REDACTED]

Signature: [REDACTED]

\_\_\_\_\_  
Date:

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

Name: [REDACTED]

Function: [REDACTED]

Signature:

\_\_\_\_\_  
Date:

OPERATORUL PIEȚEI DE ENERGIE ELECTRICĂ  
ȘI DE GAZE NATURALE "OPCOM" S.A.  
Nr. 57693  
Anul 2019 Luna 11 Ziua 13

*Handwritten signature*

**For: OTE, a.s.**

Name: [REDACTED]

Function: [REDACTED]

Signature: [REDACTED]

14. 11. 2019

Date:

**For: OTE, a.s.**

Name: [REDACTED]

Function: [REDACTED]

Signature: [REDACTED]

14. 11. 2019

Date:

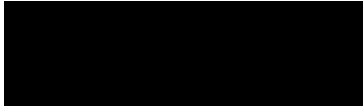
**For: TOWAROWA GIELDA ENERGII  
S.A.**

Name:



Function:

Signature:



\_\_\_\_\_  
Date:

**For: TOWAROWA GIELDA ENERGII  
S.A.**

Name:



Function:

Signature:



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Date: