

**Fifth Amendment Agreement to the  
Master Services Agreement  
XBID Solution**

This agreement is made by and between the following Parties:

- (1) BSP Energy Exchange LLC, 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

- (2) 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

- (3) European Market Coupling Operator AS (previously named 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° NO 984 058 098 MVA, hereinafter referred to as "**EMCO**",

and

- (4) 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 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, APX Commodities Ltd. and EPEX Spot Belgium SA as a result of a merger,

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**",

and

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Initial of DBAG
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- (6) 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

- (7) Independent Bulgarian Energy Exchange, a company organised and existing under the laws of Bulgaria, having its registered office at 19 Kniaz Alexander Dondukov blvd., Sofia, 1000, 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

- (8) OMI, Polo Español, S.A. (OMIE), 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 Commercial Register in Madrid under section 8, Hoja: M-506799 and VAT n° ESA 86025558, hereinafter referred to as “**OMIE**”,

and

- (9) 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 Bucharest Trade Registry under the number J40/7542/2000 and VAT n° RO13278352, hereinafter referred to as “**OPCOM**”,

and

- (10) 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: 44/18,

and

- (11) 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 Court Register under the number 0000030144 and VAT n° PL5272266714, hereinafter referred to as “**TGE**”,

each of the parties (1) – (11) may hereinafter individually be referred to as “**NEMO**” and collectively as “**NEMOs**”,

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Initial of DBAG
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Parties (3), (4), (5) and (8) also individually being referred to as “**Initial NEMO**” and collectively as “**Initial NEMOs**”;

and

(12) 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 DE 114151950, hereinafter referred to as “**DBAG**”.

Each NEMO and DBAG may hereinafter individually be referred to as “**Party**” and the NEMOs and DBAG may hereinafter collectively be referred to as “**Parties**”.

## WHEREAS

- A. The Initial NEMOs and DBAG have entered into a “Master Services Agreement XBID Solution”, which entered into force on 1 March 2015, also called the “XBID-MSA”;
- B. The Initial NEMOs and DBAG have entered into a “First Amendment Agreement to the Master Services Agreement XBID Solution”, which entered into force on 21 December 2015, also called the “First XBID-MSA Amendment”;
- C. The Initial NEMOs and DBAG have entered into a “Second Amendment Agreement to the Master Services Agreement XBID Solution”, which entered into force on 1 July 2016, also called the “Second XBID-MSA Amendment”;
- D. The Initial NEMOs and DBAG have entered into a “Third Amendment Agreement to the Master Services Agreement XBID Solution”, which entered into force on 1 January 2017, also called the “Third XBID-MSA Amendment”;
- E. The Initial NEMOs, TGE and DBAG have entered into a “Fourth Amendment Agreement to the Master Services Agreement XBID Solution”, which entered into force on 30 October 2018, also called the “Fourth XBID-MSA Amendment”;
- F. TGE acceded to the Agreement on 12 December 2018 and received services from DBAG as of 1 September 2018;
- G. BSP, CROPEX, HUPX, IBEX, OPCOM and OTE acceded to the Agreement on 1 July 2019 and received services from DBAG as of that date; and

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Initial of DBAG
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H. The NEMOs and DBAG wish to make some amendments to already agreed wording as a result of further arrangements and to reflect the accession of the aforementioned parties.

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

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Initial of DBAG
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**1. Definitions**

1.1. Capitalized terms used in this Fifth Amendment Agreement to the XBID-MSA (the “**Fifth XBID-MSA Amendment**”) shall have the meaning attributed to them in **Exhibit 1 (Key Terms & Glossary)** to the XBID-MSA unless otherwise specified in this Fifth XBID-MSA Amendment.

**2. Amendments to the XBID-MSA**

2.1. The Parties agree to:

1) [Redacted]

2) [Redacted]

3) replace the current **Exhibit 1 (Key Terms & Glossary)** to the XBID-MSA by the adapted **Exhibit 1 (Key Terms & Glossary)** as attached as Annex 1 to the Fifth XBID-MSA Amendment;

4) replace the current **Exhibit 3 (DSA License)** to the XBID-MSA by the adapted **Exhibit 3 (DSA License)** as attached as Annex 2 to the Fifth XBID-MSA Amendment, it being understood that only the following changes were made:  
[Redacted]

5) replace the current **Attachment 4E (AIP100 – Software Architecture)** to the XBID-MSA by the adapted **Attachment 4E (AIP100 – Software Architecture)** as attached as Annex 3 to the Fifth XBID-MSA Amendment;

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Initial of DBAG
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- 6) replace the current **Appendix 5A2.B** (*AIP120 - Failover*) to the XBID-MSA by the adapted **Appendix 5A2.B** (*AIP120 - Failover*) as attached as Annex 4 to the Fifth XBID-MSA Amendment;
- 7) replace the current **Attachment 5B** (*Service Level Agreement – Hosting*) to the XBID-MSA by the adapted **Attachment 5B** (*Service Level Agreement – Hosting*) as attached as Annex 5 to the Fifth XBID-MSA Amendment;
- 8) replace the current **Attachment 5D** (*ICT Governance Structure*) to the XBID-MSA by the adapted **Attachment 5D** (*ICT Governance Structure*) as attached as Annex 6 to the Fifth XBID-MSA Amendment;
- 9) replace the current **Attachment 5E** (*AIP110 - Technical Architecture Topology Diagram - Hosting*) to the XBID-MSA by the adapted **Attachment 5E** (*AIP110 - Technical Architecture Topology Diagram - Hosting*) as attached as Annex 7 to the Fifth XBID-MSA Amendment;
- 10) replace the current **Exhibit 9** (*Remuneration & Price List*) to the XBID-MSA by the adapted **Exhibit 9** (*Remuneration & Price List*) as attached as Annex 8 to the Fifth XBID-MSA Amendment;
- 11) replace the current **Exhibit 12** (*Form Accession Agreement*) to the XBID-MSA by the adapted **Exhibit 12** (*Form Accession Agreement*) as attached as Annex 9 to the Fifth XBID-MSA Amendment;
- 12) replace the current **Exhibit 15** (*Contact Details*) to the XBID-MSA by the adapted **Exhibit 15** (*Contact Details*) as attached as Annex 10 to the Fifth XBID-MSA Amendment;
- 13) replace the current **Exhibit 16** (*Key Personnel*) to the XBID-MSA by the adapted **Exhibit 16** (*Key Personnel*) as attached as Annex 11 to the Fifth XBID-MSA Amendment;
- 14) replace the current **Exhibit 20** (*Boundaries of Service*) to the XBID-MSA by the adapted **Exhibit 20** (*Boundaries of Service*) as attached as Annex 12 to the Fifth XBID-MSA Amendment;
- 15) replace the current **Appendix 20A** (*List of SLB KPIs*) to the XBID-MSA by the adapted **Appendix 20A** (*List of SLB KPIs*) as attached as Annex 13 to the Fifth XBID-MSA Amendment;
- 16) replace the current **Exhibit 21** (*Subcontractors*) to the XBID-MSA by the adapted **Exhibit 21** (*Subcontractors*) as attached as Annex 14 to the Fifth XBID-MSA Amendment;

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Initial of DBAG
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- 17) replace the current **Attachment 3A** (*Escrow Agreement*) to the XBID-MSA by the adapted **Attachment 3A** (*Escrow Agreement*) as attached as Annex 15 to the Fifth XBID-MSA Amendment, this new template is to be used for future changes to the **Attachment 3A** (*Escrow Agreement*) (no need to re-sign this document with Deposix as a result of this Amendment Agreement); and
- 18) replace the current **Attachment 4B** (*SLA – Maintenance*) to the XBID-MSA by the adapted **Attachment 4B** (*SLA – Maintenance*) as attached as Annex 16 to the Fifth XBID-MSA Amendment.

**3. Miscellaneous**

- 3.1. No provision of the Fifth XBID-MSA Amendment, shall be interpreted adversely against a Party solely because that Party was responsible for drafting that particular provision.
- 3.2. The Fifth XBID-MSA Amendment, including this clause, may not be amended, altered or modified except by written instrument executed by the Parties.
- 3.3. The Fifth XBID-MSA Amendment constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof and only amends, replaces, supplements or deletes those provisions of the XBID-MSA which have been described above, it being understood that all of the others provisions of the XBID-MSA shall remain unchanged and into force.
- 3.4. In case any provision in or obligation under the Fifth XBID-MSA Amendment shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions or obligations shall not in any way be affected. Invalid, illegal or unenforceable provisions shall be replaced by valid, legal and enforceable provisions as agreed by the Parties so as to reflect the original intent of the Parties as close as possible.
- 3.5. In the event of any ambiguity or inconsistency between the main text of the Fifth XBID-MSA Amendment and its Annexes, the main text of the Fifth XBID-MSA Amendment shall prevail over the Annexes.
- 3.6. This Fifth XBID-MSA Amendment enters into force upon signing by all Parties with retroactive effect as of **XBID R2.0 delivery into Production, 30 October 2019** and shall remain into force for the duration of the XBID-MSA, unless Parties expressly agree in writing to have this Fifth XBID-MSA Amendment replaced by another written agreement.
- 3.7. [REDACTED]

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Initial of DBAG
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- 3.8. For the avoidance of doubt, this Fifth XBID-MSA Amendment is governed by and shall be construed in accordance with Belgian law. In case of dispute between the Parties, arising out of or in relation with this Fifth XBID-MSA Amendment, the dispute settlement procedure provided in Section 17 of the XBID-MSA shall apply.
- 3.9. 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 this Fifth XBID-MSA Amendment shall only come into effect in relation to the rights and obligations of OTE subject to the prior publication of this Fifth XBID-MSA Amendment 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 Fifth XBID-MSA Amendment with respect to OTE is subject to fulfilment of the abovementioned publication obligation whereas the validity and effectiveness of this Fifth XBID-MSA Amendment 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 Fifth XBID-MSA Amendment 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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Initial of DBAG
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Annexes:

Annex 1: amended **Exhibit 1** (*Key Terms & Glossary*);

Annex 2: amended **Exhibit 3** (*DSA License*);

Annex 3: amended **Attachment 4E** (*AIP100 – Software Architecture*);

Annex 4: amended **Appendix 5A2.B** (*AIP120 - Failover*);

Annex 5: amended **Attachment 5B** (*Service Level Agreement – Hosting*);

Annex 6: amended **Attachment 5D** (*ICT Governance Structure*);

Annex 7: amended **Attachment 5E** (*AIP110 - Technical Architecture Topology Diagram - Hosting*);

Annex 8: amended **Exhibit 9** (*Remuneration & Price List*);

Annex 9: amended **Exhibit 12** (*Form Accession Agreement*);

Annex 10: amended **Exhibit 15** (*Contact Details*);

Annex 11: amended **Exhibit 16** (*Key Personnel*);

Annex 12: amended **Exhibit 20** (*Boundaries of Service*);

Annex 13: amended **Appendix 20A** (*List of SLB KPIs*);

Annex 14: amended **Exhibit 21** (*Subcontractors*);

Annex 15: amended **Attachment 3A** (*Escrow Agreement*);

Annex 16: amended **Attachment 4B** (*SLA – Maintenance*).

**This Fifth XBID-MSA has been made in twelve (12) originals, one for each of the undersigned Parties.**

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Initial of DBAG
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**SIGNATORY PAGE – BSP ENERGY EXCHANGE LLC**

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for and on behalf of  
**BSP ENERGY EXCHANGE LLC**  
Name:  
Title:  
Date:

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Initial of DBAG
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**SIGNATORY PAGE – CROATIAN POWER EXCHANGE Ltd.**

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for and on behalf of

**CROATIAN POWER EXCHANGE Ltd.**

Name:

Title:

Date:

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Initial of DBAG
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**SIGNATORY PAGE – EMCO**

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for and on behalf of

**European Market Coupling Operator AS**

Name:

Title:

Date:

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Initial of DBAG
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**SIGNATORY PAGE – EPEX SPOT**

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for and on behalf of

**EPEX SPOT SE**

Name:

Title:

Date:

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Initial of DBAG
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**SIGNATORY PAGE – GME**

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for and on behalf of

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

Name:

Title:

Date:

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Initial of DBAG
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**SIGNATORY PAGE – HUPX HUNGARIAN POWER EXCHANGE COMPANY LIMITED BY SHARES**

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for and on behalf of

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

Name:

Title:

Date:

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Initial of DBAG
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**SIGNATORY PAGE – INDEPENDENT BULGARIAN ENERGY EXCHANGE (IBEX)**

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for and on behalf of

**INDEPENDENT BULGARIAN ENERGY EXCHANGE (IBEX)**

Name:

Title:

Date:

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Initial of DBAG
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**SIGNATORY PAGE – OMIE**

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for and on behalf of  
**OMIE Polo Espanol S.A.**  
Name:  
Title:  
Date:

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Initial of DBAG
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**SIGNATORY PAGE – Operatorul Pieței de Energie Electrică și de Gaze Naturale “OPCOM” SA**

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for and on behalf of

**Operatorul Pieței de Energie Electrică și de Gaze Naturale “OPCOM” SA**

Name:

Title:

Date:

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for and on behalf of

**Operatorul Pieței de Energie Electrică și de Gaze Naturale “OPCOM” SA**

Name:

Title:

Date:

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Initial of DBAG
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**SIGNATORY PAGE – OTE, a.s.**

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for and on behalf of

**OTE, a.s.**

Name:

Title:

Date:

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Initial of DBAG
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**SIGNATORY PAGE – TGE**

\_\_\_\_\_  
for and on behalf of  
**Towarowa Giełda Energii S.A**  
Name:  
Title:  
Date:

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for and on behalf of  
**Towarowa Giełda Energii S.A**  
Name:  
Title:  
Date:

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Initial of DBAG
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**SIGNATORY PAGE – DBAG**

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for and on behalf of  
**Deutsche Börse AG**  
Name:  
Title:  
Date:

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for and on behalf of  
**Deutsche Börse AG**  
Name:  
Title:  
Date:

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Initial of DBAG
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