

**Agreement for the Local Implementation
of
the XBID Solution to couple intraday electricity markets under Single
Intraday Coupling (SIDC) covering borders between Slovakia – the Czech
Republic, Slovakia – Hungary and Slovakia – Poland**

This Agreement for the Local Implementation of the XBID Solution for the borders between Slovakia – the Czech Republic, Slovakia – Hungary and Slovakia – Poland dated as of the last Parties' signature date of this agreement (the "**Agreement**") is entered into by and between:

1. **Slovenská Elektrizáčná Prenosová Sústava, a. s.** ("SEPS"), a company incorporated under the laws of the Slovak Republic, with V.A.T. number SK2020261342, having its registered office at Mlynské nivy 59/A, 824 84 Bratislava, Slovak Republic, registered with the Commercial Register kept by the District Court in Bratislava I, Section Sa, Entry 2906/B under number 35829141;
2. **ČEPS, a.s.** ("ČEPS"), a company incorporated under the laws of Czech Republic, with V.A.T. number CZ25702556, having its registered office at Elektrárenská 774/2, 101 52 Praha 10, Czech Republic, and incorporated in the Commercial Register kept by the Municipal Court in Prague, Section B, Entry 5597, with the Company Identification No. 25702556;
3. **Polskie Sieci Elektroenergetyczne S.A.** ("PSE") – a company incorporated under the laws of Poland, with V.A.T. number PL5262748966, having its registered office at Warszawska 165, 05- 520 Konstancin-Jeziorna, Poland, registered in the commercial register at District Court for the Capital City of Warsaw, 14th Commercial Department of the National Court Register under number KRS 0000197596 and the share capital of 9.605.473.000,00 PLN paid in full amount;
4. **MAVIR Hungarian Independent Transmission Operator Company Ltd.** ("MAVIR"), a company incorporated under the laws of Hungary, with V.A.T. number HU12550753, having its registered office at 1031 Budapest, Anikó u. 4., Hungary, registered in the commercial register at the Hungarian Company Registry Court of Budapest-Capital Regional Court under number 01-10-044470;

collectively referred to as the "**TSOs**";

and:

5. **OKTE a.s.** ("OKTE"), a company incorporated and existing under the laws of the Slovak Republic, with V.A.T. number SK2023089728, registered office at Mlynské nivy 48, 821 09 Bratislava, and registered with the District Court Bratislava I, Section Sa, File number 5087/B;
6. **OTE, a.s.** ("OTE"), a company incorporated and existing under the laws of the Czech Republic, with V.A.T. number CZ26463318 having its registered office at Sokolovská 192/79, 186 00 Prague, Czech Republic, and registered with the Commercial Register in Municipal Court in Prague, Section B 7260 under the number 264 63 318, OTE's contract number: ██████;
7. **Towarowa Gielda Energii S.A.** ("TGE"), a company incorporated under the laws of the Republic of Poland, with V.A.T. number PL 5272266714, having its registered office at Książęca 4, 00-498 Warszawa, Poland, registered in the commercial register at National Court Register under number 0000030144 and the share capital of 14.500.000,00 PLN paid in full amount;

8. **HUPX Hungarian Power Exchange Company Limited by Shares** (“HUPX”), a company incorporated under the laws of Hungary, with V.A.T. number HU13967808, having its registered office at 1134 Budapest, Dévai u. 26-28, Hungary, registered in the commercial register at Budapest Metropolitan Court, under number 01-10-045666;
9. **EPEX Spot SE** (“EPEX”), an European Company (Societas Europaea) incorporated under the Laws of France, with V.A.T. number FR 10508010501, having its registered office located at 5 boulevard Montmartre, 75002 Paris – France, registered with Commercial Register in Paris under the number 508 010 501;
10. **Nord Pool European Market Coupling Operator AS** (“Nord Pool EMCO”), a company incorporated under the laws of Norway, with V.A.T. number NO 984 058 098 MVA, having its registered office at at Lilleakerveien 2 A, 0283 Oslo, Norway, registered in the Register of Business Enterprises under number 984 058 098;

collectively referred to as the “**NEMOs**”.

WHEREAS:

- (A) Regulation (EC) No 714/2009 of 13 July 2009 on conditions for access to the network for cross-border exchanges in electricity and repealing Regulation (EC) No 1228/2003 set out non-discriminatory rules for access conditions to the network for cross-border exchanges in electricity and, in particular, rules on capacity allocation and congestion management for interconnections and transmission systems affecting cross-border electricity flows. In order to move towards a genuinely integrated electricity market, the current rules on capacity allocation, congestion management and trade in electricity should be further harmonized;

Regulation (EC) No 714/2009 has been repealed by Regulation (EU) 2019/943

Regulation (EU) 2019/943 of The European Parliament and of the Council of 5 June 2019 on the internal market for electricity establishes rules to ensure the functioning of the internal market for electricity and includes requirements related to the development of renewable forms of energy and environmental policy, in particular specific rules for certain types of renewable power-generating facilities, concerning balancing responsibility, dispatch and redispatching, as well as a threshold for CO₂ emissions of new generation capacity where such capacity is subject to temporary measures to ensure the necessary level of resource adequacy, namely, capacity mechanisms;

- (B) The Regulation (EU) 2015/1222 of 24 July 2015 establishing a guideline on capacity allocation and congestion management (“CACM”) therefore sets out minimum harmonised rules for the ultimately single day-ahead and intraday coupling, in order to provide a clear legal framework for an efficient and modern capacity allocation and congestion management system, facilitating Union-wide trade in electricity, allowing more efficient use of the network and increasing competition, for the benefit of consumers;
- (C) Article 7 (1) and Article 8 (1) of the CACM set the obligations towards NEMOs and TSOs to participate respectively in the single day-ahead and intraday coupling;
- (D) Article 37 of the CACM sets the legal basis for providing requirements towards continuous trading matching algorithm development for both: TSOs and NEMOs;
- (E) The adopted target model for the continuous implicit intraday market is based on a single capacity management module and a shared order book
- (F) The European Commission considers the current conception of the cross border intraday solution (the “**XBID Solution**”) legally compliant with the terms of CACM. National regulatory authorities are competent for the formal approval of the XBID Solution as key part of the “All NEMO proposal for the MCO Plan” (“MCO Plan”) pursuant to Article 7(3) of CACM
- (G) SEPS, ČEPS, PSE, MAVIR, OKTE, OTE, TGE, HUPX, EPEX and Nord Pool EMCO are part of the Single Intraday Coupling under the terms of IDOA and signed the agreement
- (H) Parties have expressed their will to launch a local implementation project for the XBID Solution to couple intraday electricity markets under Single Intraday Coupling (SIDC) covering borders between Slovakia – the Czech Republic, Slovakia – Hungary and Slovakia – Poland.
- (I) The Project calls upon core tasks of both the TSOs (calculation of CZCs on the cross-border interconnections and providing it to the XBID System) and NEMOs (ensuring via their exchange platforms non-discriminatory, transparent and confidential access for market participants to the XBID Solution);
- (J) European TSOs and NEMOs concluded as of 12 June 2018 the Intraday Operation Agreement (the “IDOA”) to set forth the rights and obligations of said parties in respect of the implementation of CACM with respect to single intraday coupling that requires the cooperation of TSOs and NEMOs

at European level, including the common operation and further development of the single intraday coupling. All parties to this Agreement are parties to the IDOA.

- (K) The Parties' intention is to launch the XBID Solution for LIP 17 as a subsequent LIP(s) Go-Live under the terms of the IDOA, as part of a so-called "fourth wave".

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

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1. Definitions and Interpretation

1.1 Definitions

The capitalized terms and expressions set out below shall have the following meanings when used in this Agreement:

ACER	Means the Agency for the Cooperation of Energy Regulators established under Regulation (EU) 2019/942 of The European Parliament and of The Council of 5 June 2019 establishing a European Union Agency for the Cooperation of Energy Regulators
Appendix	Means any appendix to this Agreement.
Article	Means any article of this Agreement unless specifically mentioned otherwise.
Best Efforts	The obligation for a Party to take, in the performance of its commitments, all reasonable actions and measures and more generally doing everything that can reasonably be expected from a normal, diligent and reasonable professional placed in the same circumstances.
Bidding Zone or BZ	Means the largest geographical area within which market participants are able to exchange energy without capacity allocation, as defined in article 2, (3) of Commission Regulation (EU) No 543/2013 of 14 June 2013 on submission and publication of data in electricity markets and amending Annex I to Regulation (EC) No 714/2009 of the European Parliament and of the Council.
Business Day	Means a day on which clearing banks located in the respective place of the registered office of a Party, being either a recipient of a notice or other communication or an obligor for the purposes of this Agreement, are open for normal banking business.
CCP	Central Counter Party.
CMM	Capacity Management Module. Part of the XBID Solution.
Defaulting Party	Has the meaning set forth in Article 11.3.
Effective Date	Has the meaning set forth in Article 12.1.
Force Majeure	Any unforeseeable or unusual event or situation beyond the reasonable control of a Party, and not due to a fault of such Party, which cannot be avoided or overcome with reasonable foresight and diligence, which cannot be solved by measures which are from a technical, financial or economic point of view reasonably possible for the Party, which has actually happened and is objectively verifiable, and which makes it impossible for the

	Party to fulfil, temporarily or permanently, its obligations in accordance with the Agreement.
Hardship	Means any extraordinary event or any extraordinary change of circumstances that is (i) independent of the will of the affected Party(ies); (ii) beyond the control of the affected Party(ies); (iii) unforeseeable at the time of conclusion of the Agreement, and (iv) which fundamentally and negatively affects for a substantial period of time, the concerned Party(ies), the initial contractual equilibrium of the Agreement.
ICC	Has the meaning set forth in Article 16.8.2.
Initial Term	Has the meaning set forth in Article 12.2.
IDOA	Means the Intraday Operations Agreement between the NEMOs and TSOs, setting forth their rights and obligations in respect of the implementation of CACM with respect to the Single Intraday Coupling that requires the cooperation of TSOs and NEMOs at European level, including the common operation and further development of the Single Intraday Coupling.
LIP 17 Go-Live	Means start of the operation of the Single Intraday Coupling for LIP 17 as part of the XBID Solution.
LIP 17 Solution	Means such systems, procedures and specifications including pre- and post-coupling business processes as together represent the solution to incorporate the intra-day markets of Slovakia, Czech Republic, Hungary and Poland and SK-CZ, SK-HU and SK-PL interconnections into the XBID Solution.
Local IT System	Means the software and ICT (Information and Communications Technology) applications (incl. hardware if any) which are the Parties own Trading Systems and TSOs' Systems.
LIP(s)	Means local implementation Project(s) mentioned in IDOA.
Local Trading Solution or LTS	Means the electronic trading systems used by NEMOs to provide trading services to its customers and which has been (or will be) adapted to send and/or receive information to the XBID Solution for the purpose of the Project.
Nominated Representative	Means, with respect to each Party, the person with the appropriate skills and experience who is duly authorised with respect to the SC matters as specified in Article 5.1.3 of this Agreement, being, as at the date of this Agreement, the person named as such in Appendix 3 or such other person who may from time to time be appointed as Nominated Representative for such Party.
Observer	Means a Party to the Agreement which rights and duties differ from the other Parties, as described under Article 13.
Party	Means any one of either NEMOs or TSOs.

PMO Costs	Means Project Joint Costs as may be incurred by PMO in connection with the administration of the Project.
PMO	The person or entity appointed in accordance with Article 5.2.1.
Project	Any reference in the Agreement to “project” refers to the LIP 17 cooperation.
Project Plan	Means the agreed plan, including target dates, with respect to the Project, as more particularly described in Appendix 1, but as may be further amended from time to time by the agreement of the Parties.
Single Point of Contact or SPOC	Means the person appointed in accordance with Article 5.3.1. For LIP 17 there is one SPOC active (appointed by unanimous decision by Steering Committee), acting as SPOC to SIDC and responsible for all external communication.
SM	Shipping Module, which is a part of the XBID Solution.
SOB	Shared Order Book, which is a part of the XBID Solution.
Standard Party	Means any Party under this Project that does not have an Observer status in accordance with Article 13.
Steering Committee or SC	Means the Steering Committee for LIP 17 and shall have the meaning given to that term in Article 5.1.1.
Successful Go-Live	Means the moment in time, agreed by Steering Committee and SIDC ID SC (based on signed IDOA local go-live readiness by each Party), after which Parties – having their systems connected and ready – could perform Single Intraday Coupling by using the XBID System and the associated procedures, all at the same time.
Working Group	Shall have the meaning given to that term in Article 5.4.
XBID Solution	Means the overall solution, including amongst others the high level architecture and system set-up, general specifications, systems (hardware and software) and algorithms, terms and procedures, required for the cooperation as described in High Level Architecture (including High Level Business Processes, being Exhibit to the IDOA).
XBID System	Means the software and ICT applications (incl. hardware if any), as well as all relevant documentation pertaining thereto, developed by the Deutsche Börse AG based on the requirements provided by certain NEMOs and TSOs, which is to be used for the performance of the Single Intraday Coupling to interact with amongst others the Local Trading Systems and TSOs’ Systems.

1.2 Interpretation

- 1.2.1 Words denoting the singular shall include the plural and vice versa. Words denoting one gender shall include another gender.
- 1.2.2 The headings of Articles or Appendices are inserted for convenience only and do not affect their interpretation.
- 1.2.3 Any reference to any rule, enactment, statutory provision, regulation or code or any subdivision or provision thereof shall be construed at the particular time as a reference to the text then in force, as it may have been amended, modified, consolidated, re-enacted or replaced.
- 1.2.4 All references to Articles or Appendices refer to the corresponding Articles or Appendices of this Agreement as amended, supplemented or modified from time to time, in accordance with Article 16.3 unless otherwise specified.
- 1.2.5 Any Appendix referred to in this Agreement forms an integral and inseparable part of this Agreement.
- 1.2.6 In case of any discrepancy between the provisions in the main body of this Agreement and the contents of the Appendices, the wording of the main body shall prevail. Following appendices are included in the Agreement as follows:
 - Appendix 1: LIP 17 Project Plan
 - Appendix 2: XBID Solution High Level Architecture
 - Appendix 3: WG and SC Representatives
 - Appendix 4: Company details for invoicing and payment
 - Appendix 5: Cost sharing key adapted for LIP 17

2. Purpose

- 2.1 The purpose of this Agreement is to set forth the main terms and conditions for the cooperation between the Parties in respect of the Project, in particular regarding the roles and responsibilities being incumbent upon the Parties in respect of the Project.
- 2.2 The Parties shall negotiate in good faith the appropriate terms and arrangements governing their cooperation with respect to the operation of the LIP 17 Solution **in an agreed way (if applicable)**

3. General Principles

3.1. Best Efforts

The respective commitments of the Parties under this Agreement are Best Efforts obligations unless explicitly stated otherwise.

3.2. Active and good faith cooperation

The Parties shall actively cooperate in good faith in respect of their commitments under this Agreement towards securing that the LIP 17 Solution is capable to go into operation within the timeframe described in Appendix 1, provided that the Project timeline may be amended in accordance to IDOA and based on the dependencies with the SIDC Project. The Parties intend to reach the required preparedness of the LIP 17 17 in order to be in the position to Go-Live as part of a so-called “fourth wave”.

The Parties shall adopt a fair and loyal treatment towards each other, bearing in mind the multilateral spirit of their cooperation, according to which all Parties should be treated equally.

3.3. Compliance with the requirements

The Parties will provide their Best Efforts to ensure the compliance of the performance of this Agreement with the IDOA.

The Parties acknowledge the XBID Solution and will ensure that Appendix 1 complies therewith.

3.4. Subcontracting

Any Party may subcontract or delegate part of its obligations to a third party without the consent of the other Parties, provided always that the Party subcontracting or delegating shall notify the other Parties of such fact as soon as possible and in any event by no later than the moment when such third Party commences the performance of such obligation and further provided that the Party that subcontracts or delegates any obligation to a third party under this Article shall remain fully responsible and liable towards the other Parties, in accordance with this Agreement, for the fulfilment of such obligation and shall ensure that such third party complies at all times with the terms of this Agreement as if it were a party thereto.

3.5. Regulatory approval

The TSOs shall seek to obtain necessary approvals/authorizations of the regulatory authorities for the LIP 17 Solution, falling under their regulatory responsibilities. NEMOs shall provide such reasonable assistance to the TSOs as the TSOs may request from time to time in relation to obtaining such approvals/authorizations.

3.6. Parties will provide their Best Efforts to ensure that they have the necessary local resources available to ensure the realisation of the LIP 17 Solution, with observance of time schedule of the so-called “fourth wave”.

3.7. Parties have agreed that the Project will be handled within the IDOA legal framework and in accordance with IDOA technical standards, including the XBID system architecture, participant roles and responsibilities, Go-Live technical readiness, provisions on requirements for subsequent LIP(s) Go-Live, as a so-called “fourth wave”.

4. Division of Tasks

4.1. All Parties to the Agreement

Shall develop the High-level and detailed architectures and all necessary joint processes, procedures, contracts and test cases.

4.2. Tasks of NEMOs

[Redacted]

4.3. Tasks of the TSOs

[Redacted]

4.4. Integration Testing and Validation

[Redacted]

[REDACTED]

4.5. Each Party shall transmit or communicate to the other Parties such information which may be reasonably required or useful to the other Parties for the implementation and the execution of the LIP 17 Solution and/or the Project, provided that no Party shall be required in fulfilment of this provision to transmit or communicate information to any other Party which it considers to be confidential to it.

5. Project Governance and Organization

5.1. Steering Committee

5.1.1. [REDACTED]

5.1.2. [REDACTED]

5.1.3. [REDACTED]

5.1.4. [REDACTED]

5.1.5. [REDACTED]

5.1.6. [REDACTED]

5.2. PMO

5.2.1. [REDACTED]

5.2.2. [REDACTED]

5.2.3. [REDACTED]

5.3. SPOC

5.3.1. [Redacted]

5.4. Working Group

[Redacted]

5.5. Taskforces

5.5.1. [Redacted]

5.5.2. [Redacted]

6. Project Planning

6.1. Each of the Parties shall perform its respective tasks and responsibilities under this Agreement in compliance with the Project Plan set forth in Appendix 1.

6.2. [Redacted]

6.3. [Redacted]

6.4. [Redacted]

7. Costs of realization of the Project

7.1. [Redacted]

7.2. [Redacted]

7.3. [Redacted]

7.4. [Redacted text block]

7.5. [Redacted text block]

7.6. [Redacted text block]

7.7. [Redacted text block]

7.8. [Redacted text block]

7.9. [Redacted text block]

7.10. [Redacted text block]

8. Quality and Acceptance Criteria

- 8.1. Each Party shall use suitable technology, materials and/or equipment as well as trained and competent staff for the performance of this Agreement.
- 8.2. Parties shall jointly establish and agree upon the acceptance criteria for the technical and operational acceptance of the LIP 17 Solution taking into consideration common LIP test criteria and respective provisions of the IDOA.
- 8.3. The actual technical and operational acceptance of the systems and procedures developed for the LIP 17 Solution shall be tested, and the passing of such tests shall be determined, according to such agreed acceptance criteria.

9. Confidentiality - Disclosure to Third Parties

- 9.1. The provisions of the Single DA and ID Coupling Observership and Non-Disclosure Agreement (Effective date: 23 February 2016) will apply mutatis mutandis to this Agreement.

10. Intellectual Property Rights

For the avoidance of doubt:

- 10.1. Each Party (or subset of Parties) shall remain the exclusive owner of its own intellectual property rights.

11. Liability

- 11.1. Each of the Parties is liable for its individual commitments only and does not bear any joint and several obligations, nor any joint and several liability whatsoever under this Agreement.
- 11.2. The principles set forth under this Article are only applicable for a liability for a breach (whether by act or omission) by one or more Party(ies) of the obligation arising out of this Agreement. Liabilities between NEMOs and TSOs under IDOA are regulated in the IDOA.
- 11.3. In case of a breach by a Party (the “**Defaulting Party**”) of any of its obligations under this Agreement, the affected Party(ies) shall be entitled to claim compensation from the Defaulting Party for any and all direct losses, damage, charges, fees or expenses arising out of, or resulting from, such a breach.

- 11.4. [REDACTED]

11.5. A Party shall not be liable to the other Parties for consequential or indirect damages, such as loss of profit, loss of business, revenues or incidental damages of any kind.

11.6. [REDACTED]

11.7. [REDACTED]

11.8. No Party shall be liable for a breach of this Agreement as far as it results from Force Majeure.

11.9. Liability for breaches of confidentiality undertakings is solely governed by the Single DA and ID Coupling Observership and Non-Disclosure Agreement (Effective date: 23 February 2016).

12. Entry into force – Term

12.1. [REDACTED]

12.2. [REDACTED]

12.3. [REDACTED]

12.4. The Parties are aware of the fact that OTE, a.s., irrespective of the Applicable Law of this 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 entry into force of certain contracts, to publish this Agreement in the National Contract Registry of the Czech Republic and that, insofar as OTE is concerned, the entry into force of this Agreement is subject to such prior publication of this Agreement.

12.5. Since SEPS is the obliged person pursuant to the Slovak Act No 211/2000 Coll. on free access to information (hereafter as “Act on free access to information”) and since this legal obligation is to be fulfilled regardless of the applicable law of the Agreement, the Parties to this Agreement are informed, that information (subject matter, financial value, identification of contracting parties, date of conclusion and entry into force, date of termination if limited in time) about the conclusion of this Agreement will be published as foreseen in the § 5a para. 3 of the Act on free access to information and according to and in the scope of the Slovak Government Regulation No 498/2011

Coll. on details about publishing of contracts in the Central Register of Contracts and requirements of information about conclusion of a contract.

13. Observer Status

13.1. Within the scope of application of CACM, EPEX will be granted the status of Observer.

13.2. The Observer Status implies that EPEX:

- (i) shall not carry NEMOs Tasks as described under 4.2;
- (ii) is entitled the access to the Project documentation;
- (iii) is entitled to participate to the Project meetings;
- (iv) has no voting rights; and,
- (v) shall not support its share of the Project common costs.

13.3. EPEX’s Observer status shall last until the launch of the SIT tests of the Project. EPEX acknowledges and agrees that Observer status change shall not have any negative impact on Project timeline or progress. At that time, EPEX shall abandon its status of Observer by either acceding to the status of a Standard Party or voluntarily exit the Agreement pursuant to Article 14.2. In case of acceding the status of a Standard Party, EPEX will pay its share of the Project common costs, including retrospective part of costs incurred within the Project and agreed to be shared among Parties, according to Project sharing key.

13.4. [Redacted]

14. Voluntary Exit / Forced Exit / Suspension

14.1. [Redacted]

14.2. Voluntary Exit:

14.2.1. [Redacted]

14.2.2. [Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

14.3. Forced Exit / Suspension

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

14.4. Exit Plan and Consequences of Exit:

14.4.1. [REDACTED]

14.4.2.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

15. Termination

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

16. General Provisions

16.1. Language

The Parties agree that the working language for all notifications and for all matters relating to their cooperation under this Agreement shall be English, to the extent compatible with the applicable provisions of mandatory law, if any.

16.2. Notices

16.2.1. Except as provided otherwise, all notices, requests, demands, instructions or other communications under this Agreement shall be in writing and, subject to the provisions of this clause, served by e-mail.

16.2.2. Service of notices requests, demands, instructions or other communications shall be deemed effective at the time when the e-mail is indicated to the sender as delivered to the recipient and/or the recipient acknowledges the receipt thereof, provided that, if the notice is received on a Business Day after 5 p.m. local time or on a date which is not a Business Day, the notice shall be deemed given and effective on the first following day that is a Business Day.

16.2.3. In the event of difficulty in using electronic means to send notices or other communications under this Agreement, notices may be served in writing and delivered in person or by courier or by post, with such service deemed effective on the date of receipt, unless that date is not a Business Day in which case the notice shall be deemed given and effective on the first following day that is a Business Day.

16.2.4. All notices and communications shall be addressed to the respective SPOCs of the Parties set forth in Appendix 3.

16.2.5. Any change of address of a Party must be notified by e-mail to the other Party, the new address being considered the official address for purposes of this Agreement as from the third (3rd) Business Day following the sending of such e-mail.

16.3. Modification of the Agreement

16.3.1. Except if explicitly stipulated otherwise in this Agreement, no amendment or modification hereof shall be effective and binding unless evidenced in writing and signed by all the Parties. In deviation of the foregoing, Parties hereby however empower their Nominated Representatives in the SC as indicated in Appendix 3 to agree on amendments and modifications to the Appendices, with exception to Article 16.3.2, provided that such amendment and modification shall be evidenced in writing.

Annex 1 might change with unanimous decision by SC, but without affecting a main body of the Agreement

16.3.2. Each Party is entitled to change their representatives set forth in Appendix 3 upon written notification to other Parties. Change of Appendix 3 performed in accordance to this Article does not require any amendment to this Agreement. Changes of the WG representatives may be done by respective Party's Nominated Representatives in the SC.

16.3.3. Should measures and/or decisions (including modification of laws and regulations) taken by an administrative or other public authority (including any competent regulatory authority) - as far as within the competence of these authorities – require an amendment or modification of this Agreement or of any other document having an influence on this Agreement, the Parties agree to examine together the possibilities and/or conditions for the amendment or modification of this

Agreement, at the request of the most diligent Party. In such event the Parties shall use their reasonable efforts to immediately and in good faith negotiate a legally valid replacement provision with the same economic effect.

16.4. Severability

16.4.1. If one or more of the provisions of this Agreement are 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 present Agreement is not affected in any material manner adverse to any Party. In such event the Parties shall use their reasonable efforts to immediately and in good faith negotiate a legally valid replacement provision with the same economic effect.

16.4.2. If no agreement on such provision has been reached within a period of two (2) months of such provision being declared invalid, illegal or unenforceable, the Parties may decide to terminate this Agreement with two (2) months' prior written notice to all Parties.

16.5. Waiver

16.5.1. No failure or delay of any Party to exercise any right or remedy under this Agreement shall be considered a final waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof.

16.5.2. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

16.6. Entire Agreement

16.6.1. The Agreement is composed of its main body and its Appendixes listed below:

Appendix 1: Project Plan

Appendix 2: XBID Solution High Level Architecture

Appendix 3: WG Representatives and SC Representatives

Appendix 4: Company details for invoicing and payment

Appendix 5: Cost sharing key adapted for LIP 17

16.6.2. This Agreement, the Appendixes and the documents referred to herein, contain the entire agreement of the Parties hereto with respect to the subject matter hereof and contains everything the Parties have negotiated and agreed upon relating to the same subject matter.

16.7. Transfer of rights and obligations, Assignment

16.7.1. This Agreement shall be binding upon and for the benefit of the Parties hereto and their permitted assignees. Assignment of rights and/or obligations other than by way of universal legal succession to another party, shall be subject to the prior written consent of all the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed.

16.7.2. Each Party may however assign or transfer any of its rights and/or obligations to any of its Affiliates or Controlling Shareholder(s) party to the IDOA without the prior consent of the other Party but subject to the notification of such assignment or transfer to the other Party.

For: **Slovenská Elektrizačná
Prenosová Sústava, a. s.**

For: **Slovenská Elektrizačná
Prenosová Sústava, a. s.**

By:

By:

Function:

Function:

Date:

Date:

For: **ČEPS, a.s.**

For: **ČEPS, a.s.**

By:

By:

Function:

Function:

Date:

Date:

For: **Polskie Sieci
Elektroenergetyczne S.A.**

For: **Polskie Sieci
Elektroenergetyczne S.A.**

By:

By:

Function:

Function:

Date:

Date:

For: **MAVIR Hungarian
Independent Transmission
Operator Company Ltd.**

For: **MAVIR Hungarian
Independent Transmission
Operator Company Ltd.**

By:

By:

Function:

Function:

Date:

Date:

For: **OKTE a.s.**

For: **OKTE a.s.**

By:

By:

Function:

Function:

Date:

Date:

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

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

By:

By:

Function:

Function:

Date:

Date:

For: **Towarowa Gielda Energii S.A.**

For: **Towarowa Gielda Energii S.A.**

By:

By:

Function:

Function:

Date:

Date:

For: **HUPX Hungarian Power
Exchange Company Limited
bv Shares**

For: **HUPX Hungarian Power
Exchange Company Limited
bv Shares**

By:

By:

Function:

Function:

Date:

Date:

For: **EPEX Spot SE**

For: **EPEX Spot SE**

By:

By:

Function:

Function:

Date:

Date:

For: **Nord Pool European Market
Coupling Operator AS**

For: **Nord Pool European Market
Coupling Operator AS**

By:

By:

Function:

Function:

Date:

Date:

Appendix 1: LIP 17 Project Plan

Project preparations

[Redacted]

Design Phase

[Redacted]

Development Phase

[Redacted]

Bilateral Testing

[Redacted]

Test Preparations

[Redacted]

End-to-end Testing

[Redacted]

Regression testing

[Redacted]

Go-live Preparations

[Redacted]

Procedures

[Redacted]

Regulations

[Redacted]

Contractual Agreements

[Redacted]

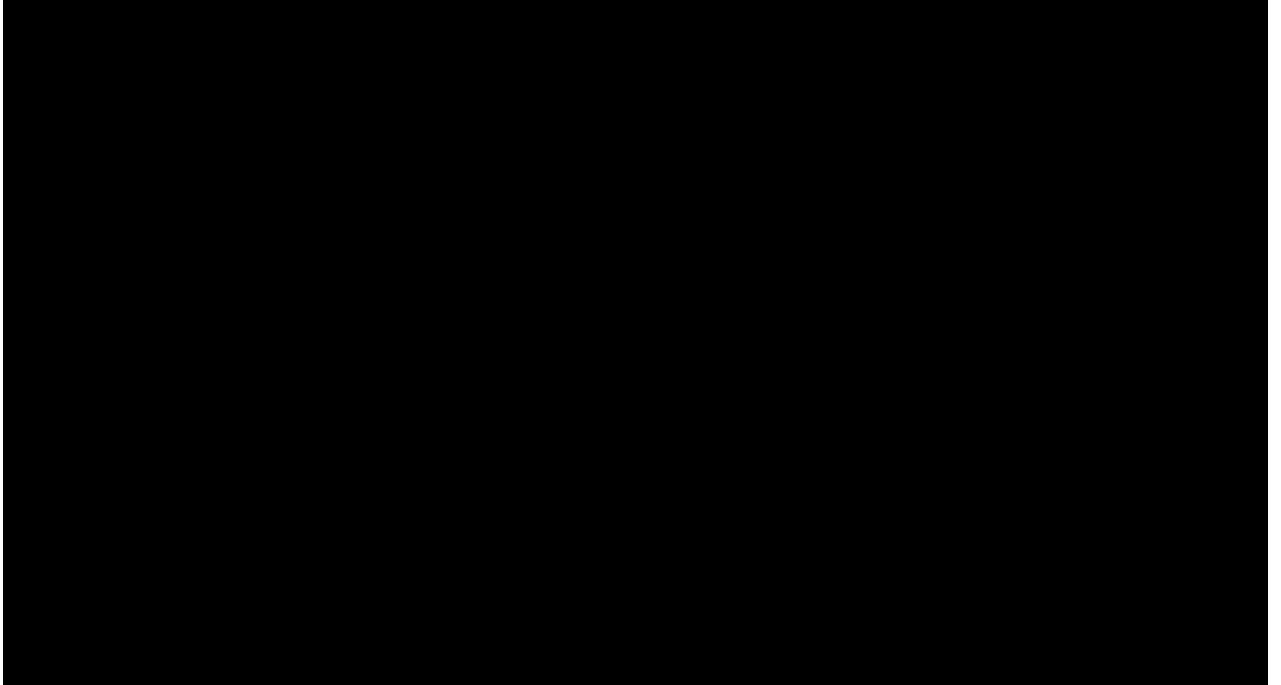
Detailed time line

[Redacted]

Deliverables

[Redacted]

Appendix 2: XBID Solution High level architecture



Above provided XBID high level architecture shall be considered as a basis for the development as deliverable of the LIP 17 High Level Architecture in accordance with Appendix 1

Appendix 3: Working Group and Steering Committee representatives

WG Representatives		Details of contact
SEPS	[REDACTED]	[REDACTED]
CEPS	[REDACTED]	[REDACTED]
PSE	[REDACTED]	[REDACTED]
MAVIR	[REDACTED]	[REDACTED]
OKTE	[REDACTED]	[REDACTED]
OTE	[REDACTED]	[REDACTED]
TGE	[REDACTED]	[REDACTED]
HUPX	[REDACTED]	[REDACTED]
EPEX	[REDACTED]	[REDACTED]
NORDPOOL	[REDACTED]	[REDACTED]

SC Representatives		Details of contact
SEPS	[REDACTED]	[REDACTED]
CEPS	[REDACTED]	[REDACTED]
PSE	[REDACTED]	[REDACTED]
MAVIR	[REDACTED]	[REDACTED]
OKTE	[REDACTED]	[REDACTED]
OTE	[REDACTED]	[REDACTED]
TGE	[REDACTED]	[REDACTED]
HUPX	[REDACTED]	[REDACTED]
EPEX	[REDACTED]	[REDACTED]
NORDPOOL	[REDACTED]	[REDACTED]

	[REDACTED]	[REDACTED]			[REDACTED]	
OTE	[REDACTED]	[REDACTED]	[REDACTED]	CZ264633 18	[REDACTED]	
TGE	[REDACTED]	[REDACTED]	[REDACTED]	VAT number: PL527226 6714	[REDACTED]	
HUPX	[REDACTED]	[REDACTED]	[REDACTED]	VAT number: HU13967 808	[REDACTED]	
EPEX	[REDACTED]	[REDACTED]	[REDACTED]	V.A.T. number FR 10508010 501	[REDACTED]	
NORDPOOL	[REDACTED]	[REDACTED]	[REDACTED]	NO 98405809 8MVA	[REDACTED]	

