

A G R E E M E N T O N L I M I T A T I O N O F L I A B I L I T Y

between

BSP Energy Exchange LL C (“BSP”) a company incorporated under the laws of Republic of Slovenia in the form of an LL C (limited liability company), with its principal place of business at Dunajska cesta 156, 1000 Ljubljana, Slovenia, and registered at the district court of Ljubljana under registration n° 3327124000 and VAT n° SI37748661;

CROATIAN POWER EXCHANGE Ltd. (“CROPEX”), a company incorporated under the laws of Republic of Croatia, having its registered office at Slavonska avenija 6/A, 10000 Zagreb, Croatia, registered in the commercial register at the commercial court of Zagreb under number 080914267 and VAT n° HR14645347149;

EirGrid plc (“EirGrid”), a company incorporated under the laws of Ireland, having its registered office at The Oval, 160 Shelbourne Road, Ballsbridge Dublin 4 and registered with the Company Registration Office under number 338522 and VAT no IE6358522H;

EPEX SPOT SE (“EPEX”), a company incorporated and existing under the laws of France in the form of a societ  europ e, having its registered office at 5 boulevard Montmartre, F-75002 Paris, registered in the commercial register of Paris (R.C.S. Paris) under the number 508 010 501 and VAT n° FR 10508010501;

Gestore dei Mercati Energetici S.p.A. (“GME”), a company duly organized and existing under the laws of the Italian Republic, with registered office at Viale Maresciallo Pilsudski, 122/124, 00197, Rome, Italy, registered with the Companies Register of Rome under number RM 953866, Italian tax code and VAT 06208031002;

HUPX Hungarian Power Exchange Company Limited by Shares (“HUPX Ltd.”), a company incorporated under the laws of Hungary, having its registered office at 1134 Budapest, D vai u. 26-28, Hungary, registered in the commercial register of the Budapest metropolitan court, under number 01-10-045666 and VAT. n° HU13967808;

Independent Bulgarian Energy Exchange (“IBEX”), a company incorporated under the laws of Bulgaria, having its registered office at 138, Vasil Levski, , Sofia, 1527, Bulgaria, registered in the commercial register at Bulgarian registry agency under number 202880940 and VAT n° BG202880940;

Nord Pool European Market Coupling Operator AS (“Nord Pool”), a company incorporated and existing under the laws of Norway, having its registered office at Lilleakerveien 2A - 0283, Oslo, Norway, and registered in the register of business enterprises of Norway under the number 984 058 098 and VAT n° NO984058098;

OKTE, a.s., (“OKTE”), a company duly organised and existing under the laws of Republic of Slovakia, with registered office in Mlynsk  nivy 48, 821 09 Bratislava, Slovakia, registered with the District Court Bratislava I, Section Sa, File No. 5087/B under the number 45 687 862, VAT n° SK2023089728;

OMI, POLO ESPAÑOL, S.A. (“OMIE”), a company incorporated and existing under the laws of Spain, having its registered office at Alfonso XI n° 6, 4aplanta, 28014 Madrid, Spain, and registered in the commercial register of Madrid under section 8, hoja: M-506799 and VAT n° ESA86025558;

HELLENIC ENERGY EXCHANGE S.A. (“HEEx”) (previously Operator of Electricity Market S.A. also called Lagie), a company incorporated under the laws of Greece, having its registered office at 110, Athinon Avenue, 10442, Athens, Greece, registered in the commercial register at General Commercial Registry under number 146698601000, with V.A.T. n° 801001623;

Operatorul Pieței de Energie Electrică și de Gaze Naturale “OPCOM” SA (“OPCOM”) a company incorporated and existing under the laws of Romania, having its registered office at Bd. Hristo Botev 16-18, sector 3, București, CP.030236, Romania, and registered with the commercial register under the number J40/7542/2000 and VAT n° RO13278352;

OTE, a.s. (“OTE”), a company incorporated and existing under the laws of the 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 264 63 318 and VAT n° CZ26463318; OTE’s contract number: [REDACTED];

SONI Limited (“SONI”), a company incorporated under the laws of Northern Ireland, with V.A.T. number GB945676869, having its registered office at Castlereagh House, 12 Manse Road, Belfast BT6 9RT, UK and registered with the Companies House under number BT6 9RT;

Towarowa Giełda Energii S.A. (“TGE”) a company incorporated under the laws of the Republic of Poland, with VAT number PL 5272266714, having its registered office at Książęca 4, 00-498 Warszawa, Poland and registered in the commercial register at 12th Commercial Department of the National Court Register in Warszawa under number 0000030144 with the share capital paid in full in an amount of 14.500.000,00 PLN;

EXAA Abwicklungsstelle für Energieprodukte AG (“EXAA”), a company incorporated under the laws of Austria, having its registered office at Palais Liechtenstein, Alserbachstrasse 14-16, A-1090 Vienna, registered in the commercial register at Handelsgericht Wien under number FN 210730y and V.A.T. ATU52153208;

hereafter referred to as the “**Clients**”,

and

the law firm Freshfields Bruckhaus Deringer Rechtsanwälte Steuerberater PartG mbB (registered in Partnerschaftsregister Frankfurt am Main Registernumber PR 2677 / VAT No. DE322853242)

The Clients have retained Freshfields Bruckhaus Deringer Rechtsanwälte Steuerberater PartG mbB (“Freshfields Bruckhaus Deringer PartG mbB”) to provide the legal services specified in the Engagement Letter sent by Freshfields Bruckhaus Deringer PartG mbB on August 4, 2022. For this purpose, the parties enter into the following Agreement on Limitation of Liability:

1. Any potential claim of each of the Clients arising from the contractual relationship existing between the respective aforementioned client and Freshfields Bruckhaus Deringer PartG mbB materialized by the engagement and remuneration agreement concluded on August 12, 2022 [REDACTED] for compensation of damages caused by negligence shall be limited [REDACTED].
2. All disputes arising in connection with any claims under or in connection with this Agreement on Limitation of Liability including its validity shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (*Deutsche Institution für Schiedsgerichtsbarkeit e.V. - DIS*) without recourse to the ordinary courts of law. The place of arbitration shall be Berlin. The number of arbitrators shall be three. The substantive law of Germany shall be applicable. The language to be used in the arbitral proceedings shall be English.

Freshfields Bruckhaus Deringer PartG mbB and the Clients are aware that TGE has the status of a large enterprise, as defined in Article 4 (6) of the Polish Act on counteracting excessive delays in commercial transactions (Dz.U. [Journal of Laws] from 2020, item 935, 1086, as amended). This status is also defined in Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty on the Functioning of the European Union (OJ EU L 187, 26 June 2014, as amended).

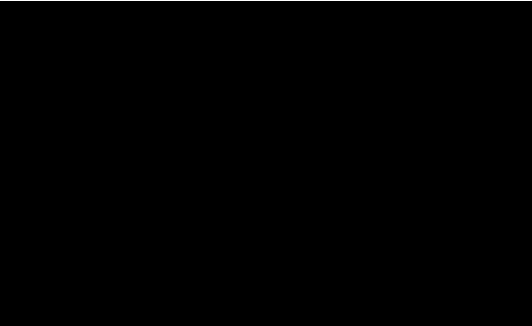
This Agreement on Limitation of Liability enters into force on the 3rd of August 2022 following the completion of the signature process.

Freshfields Bruckhaus Deringer PartG mbB and the Clients are aware of the fact that OTE, a.s., irrespective of the applicable law of this Agreement on Limitation of Liability, has a national legal obligation within the meaning of Section 2 (1) of Act No. 340/2015 Coll., *on special conditions for the entry into force of certain contracts, publishing and for the Registry of Contracts* according to which the entry into force of this First Agreement is subject to prior publication of this Agreement on Limitation of Liability (with confidential parts blackened out) in the National Contract Registry of the Czech Republic.

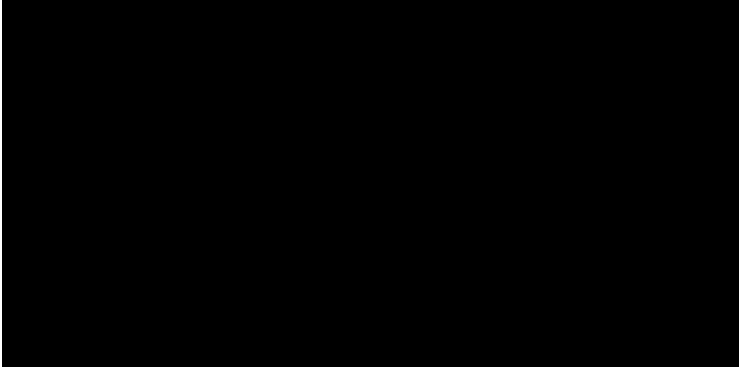
Sign. Freshfields Bruckhaus Deringer PartG mbB:



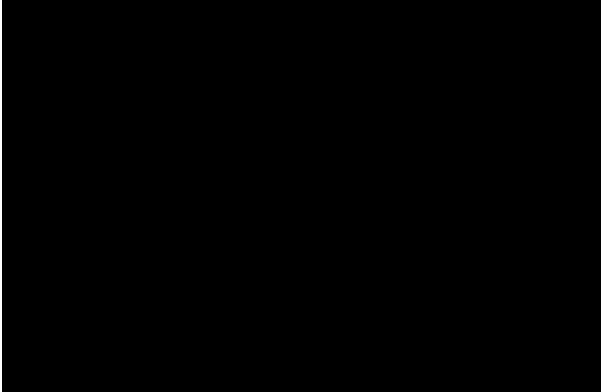
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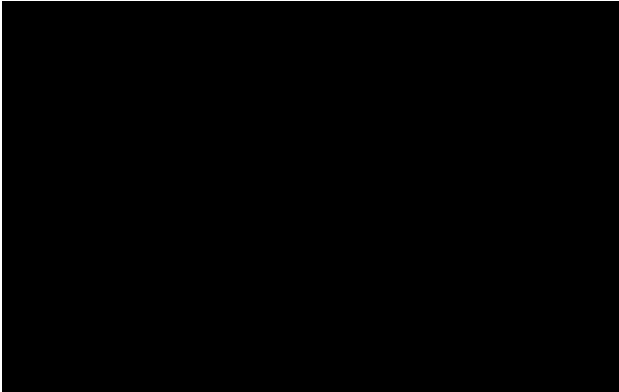
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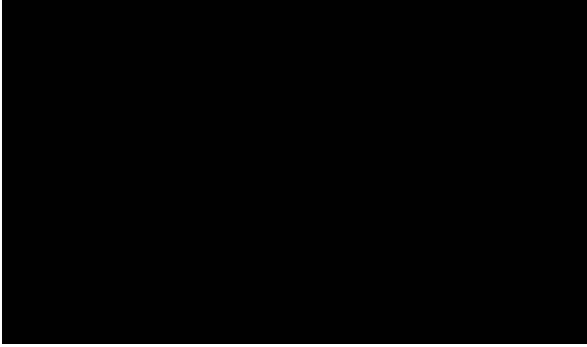
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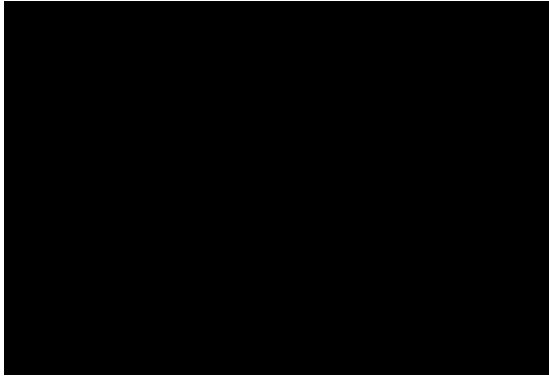
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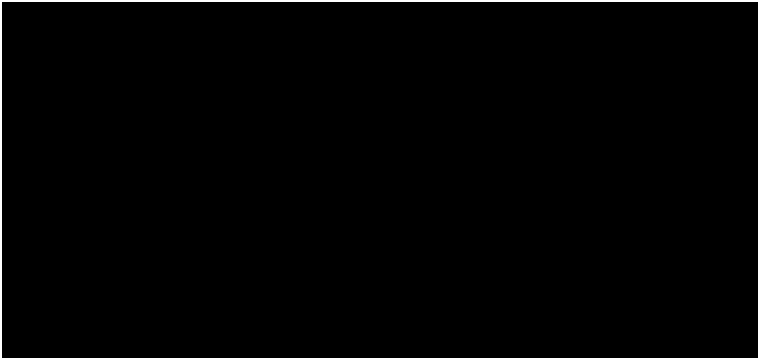
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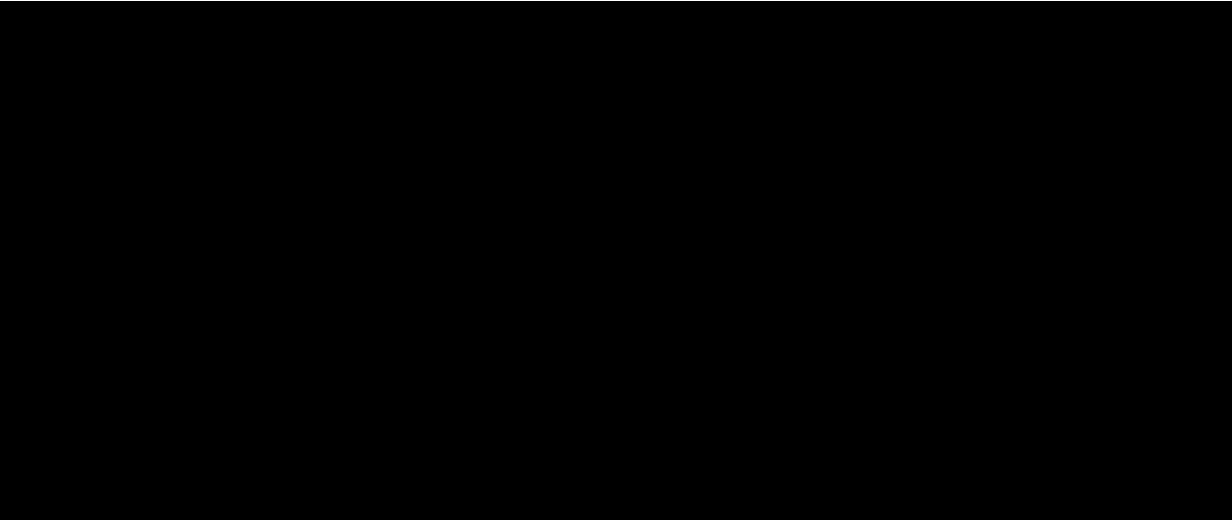
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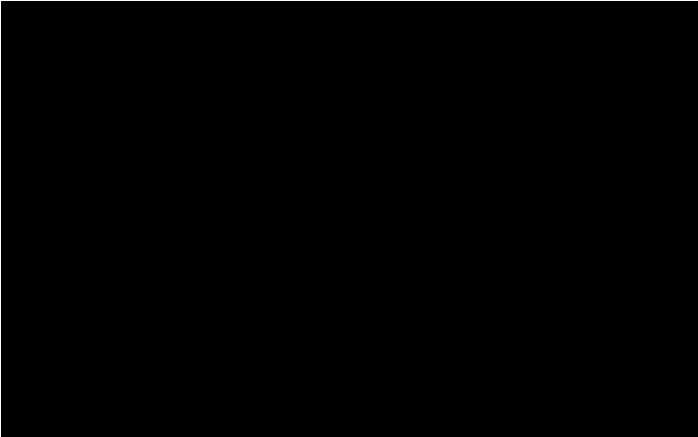
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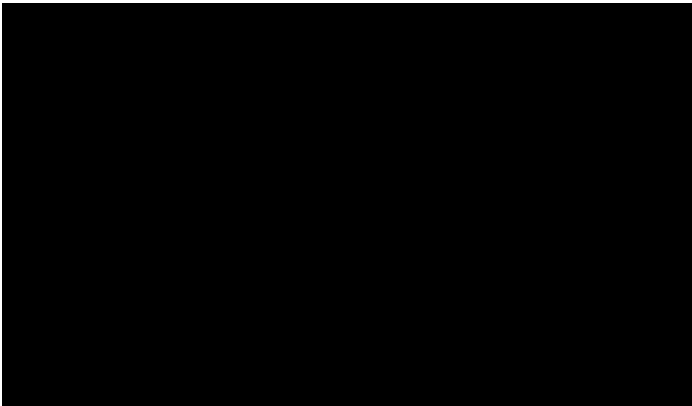
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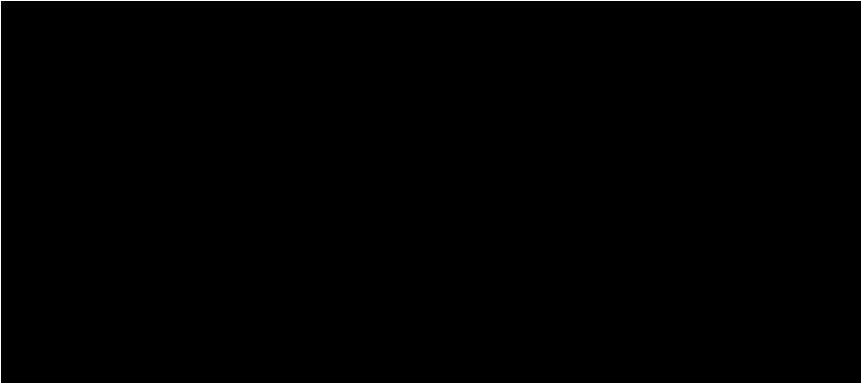
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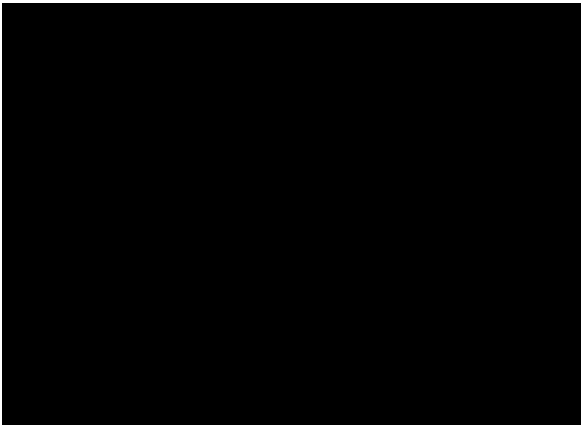
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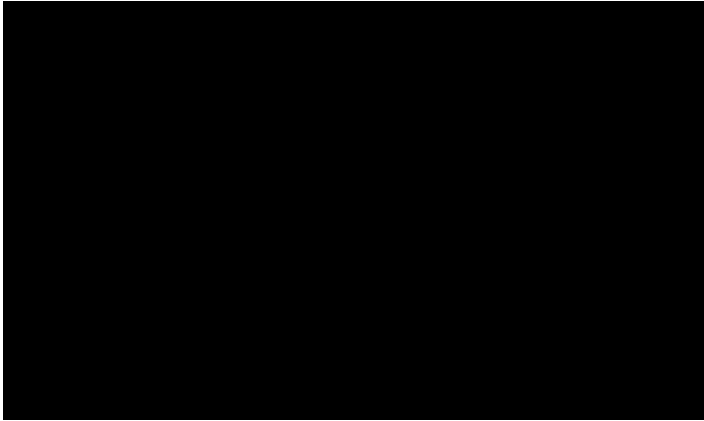
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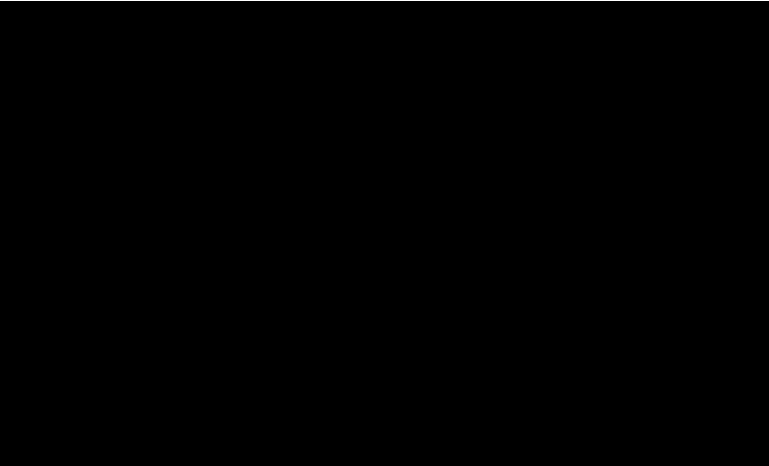
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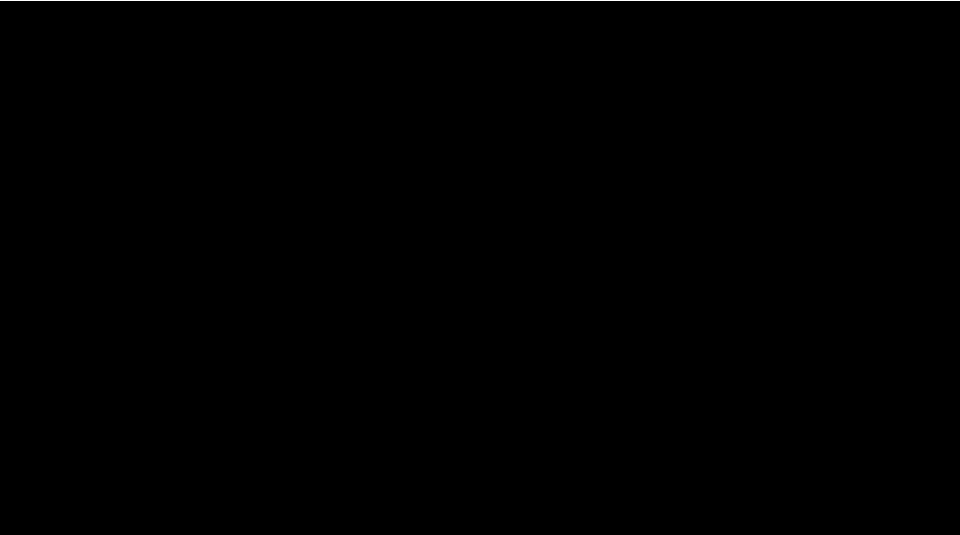
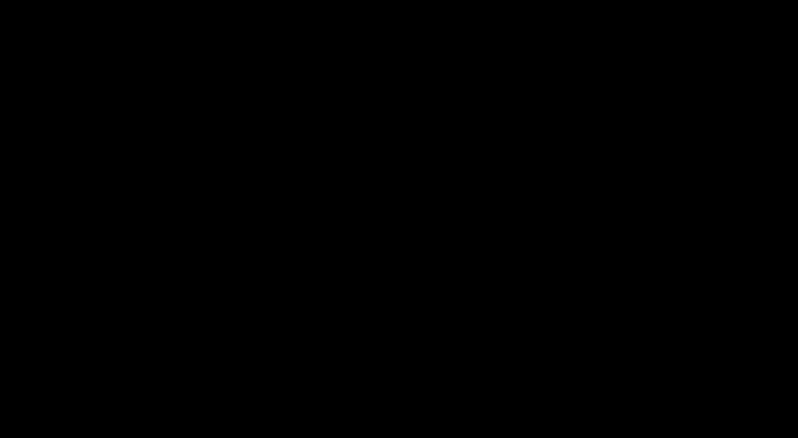
SIGNATORY PAGE - SONI



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