

**Sixth 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 Slavenska avenija 6/A, 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) 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

- (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° IT 06208031002, hereinafter referred to as **"GME"**,

and

- (5) 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

Initial of DBAG 

Sixth Amendment Agreement to the Master Services Agreement XBID Solution
Confidential

- (6) 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

- (7) Nord Pool European Market Coupling Operator AS (previously named European Market Coupling Operator AS and 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 "Nord Pool EMCO",

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: [REDACTED],

and

- (11) Towarowa Giełda Energii S.A., a company organised and existing under the laws of the Republic of Poland, with VAT n° PL5272266714, 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 the share capital of 14.500.000,00 PLN paid in full amount, hereinafter referred to as "TGE",

Initial of DBAG	[REDACTED]
--------------------	------------

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

Parties (3), (4), (7) 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;

Initial of DBAG	
--------------------	---

Sixth Amendment Agreement to the Master Services Agreement XBID Solution
Confidential

- H. The NEMOs and DBAG have entered into a "Fifth Amendment Agreement to the Master Services Agreement XBID Solution", which entered into force on 30 October 2019, also called the "**Fifth XBID-MSA Amendment**";
- I. The NEMOs and DBAG wish to make some amendments to already agreed wording as a result of further arrangements;
- J. The Parties also wish to acknowledge that the XBID-Model referred to in recital A) of the Agreement has in the meantime evolved. After the entry into force of the Commission Regulation (EU) 2015/1222 of 24 July 2015 establishing a guideline on capacity allocation and congestion management ("**CACM**") the NEMOs adopted the "All NEMO proposal for the MCO Plan dated 13 April 2017 ("**MCO Plan**") in accordance with Article 7 (3) of the CACM. In the MCO Plan NEMOs agreed that the NEMOs would implement the single intraday coupling ("**SIDC**") regulated in the CACM via the adoption of the XBID Solution. As a result of CACM the XBID Solution and its operation and use in the context of the SIDC is subject to mandatory regulatory provisions which NEMOs shall comply with; and
- K. For information purposes only, TGE hereby declares that it 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).

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

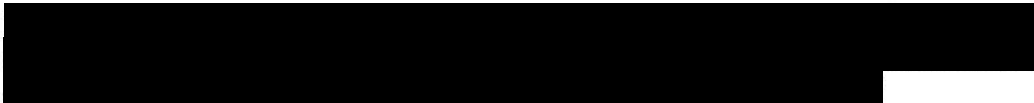
Initial of DBAG	
--------------------	---


1. **Definitions**

Capitalized terms used in this Sixth Amendment Agreement to the XBID-MSA (the “**Sixth 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 Sixth XBID-MSA Amendment.

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

The Parties agree to:


- 1) 
- 2) 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 Sixth XBID-MSA Amendment;
- 3) replace the current **Attachment 4A (Service Description Maintenance)** to the XBID-MSA by the adapted **Attachment 4A (Service Description Maintenance)** as attached as Annex 2 to the Sixth XBID-MSA Amendment;
- 4) replace the current **Attachment 4B (SLA Maintenance)** to the XBID-MSA by the adapted **Attachment 4B (SLA Maintenance)** as attached as Annex 3 to the Sixth XBID-MSA Amendment;
- 5) replace the current **Attachment 4C (ICT Governance Structure)** to the XBID-MSA by the adapted **Attachment 4C (ICT Governance Structure)** as attached as Annex 4 to the Sixth XBID-MSA Amendment;
- 6) replace the current **Attachment 4E (AIP100 – Software Architecture)** to the XBID-MSA by the adapted **Attachment 4E (AIP100 – Software Architecture)** as attached as Annex 5 to the Sixth XBID-MSA Amendment;
- 7) replace the current **Attachment 5A.2 (Service Description - Hosting Preproduction and Operation)** to the XBID-MSA by the adapted **Attachment 5A.2 (Service Description - Hosting Preproduction and Operation)** as attached as Annex 6 to the Sixth XBID-MSA Amendment;
- 8) replace the current **Appendix 5A2.B (AIP120 - Failover)** to the XBID-MSA by the adapted **Appendix 5A2.B (AIP120 - Failover)** as attached as Annex 7 to the Sixth XBID-MSA Amendment;

Initial of DBAG	
--------------------	---

- 9) 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 8 to the Sixth XBID-MSA Amendment;
- 10) 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 9 to the Sixth XBID-MSA Amendment;
- 11) replace the current **Exhibit 9** (*Remuneration & Price List*) to the XBID-MSA by the adapted **Exhibit 9** (*Remuneration & Price List*) as attached as Annex 10 to the Sixth XBID-MSA Amendment;
- 12) replace the current **Exhibit 11** (*PPI140 – Communication Plan*) to the XBID-MSA by the adapted **Exhibit 11** (*PPI140 – Communication Plan*) as attached as Annex 11 to the Sixth XBID-MSA Amendment;
- 13) replace the current **Exhibit 15** (*Contact Details*) to the XBID-MSA by the adapted **Exhibit 15** (*Contact Details*) as attached as Annex 12 to the Sixth XBID-MSA Amendment;
- 14) replace the current **Exhibit 16** (*Key Personnel*) to the XBID-MSA by the adapted **Exhibit 16** (*Key Personnel*) as attached as Annex 13 to the Sixth XBID-MSA Amendment;
- 15) replace the current **Exhibit 20** (*Boundaries of Service*) to the XBID-MSA by the adapted **Exhibit 20** (*Boundaries of Service*) as attached as Annex 14 to the Sixth XBID-MSA Amendment; and
- 16) 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 15 to the Sixth XBID-MSA Amendment as of the deployment of Release 3.3. in the collective productive environment.


3. Miscellaneous


- 3.1. No provision of the Sixth XBID-MSA Amendment, shall be interpreted adversely against a Party solely because that Party was responsible for drafting that particular provision.
- 3.2. The Sixth XBID-MSA Amendment, including this clause, may not be amended, altered or modified except by written instrument executed by the Parties.
- 3.3. The Sixth XBID-MSA Amendment constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof and only amends, replaces, supplements or

Initial of DBAG	
--------------------	---

Sixth Amendment Agreement to the Master Services Agreement XBID Solution
Confidential

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 Sixth 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 Sixth XBID-MSA Amendment and its Annexes, the main text of the Sixth XBID-MSA Amendment shall prevail over the Annexes.
- 3.6. This Sixth XBID-MSA Amendment enters into force upon signing by all Parties and shall remain into force for the duration of the XBID-MSA, unless Parties expressly agree in writing to have this Sixth XBID-MSA Amendment replaced by another written agreement.
- 3.7. 
- 3.8. For the avoidance of doubt, this Sixth 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 Sixth 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 Sixth XBID-MSA Amendment shall only come into effect in relation to the rights and obligations of OTE subject to the prior publication of this Sixth 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 Sixth XBID-MSA Amendment with respect to OTE is subject to fulfilment of the abovementioned publication obligation whereas the validity and effectiveness of this Sixth 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 Sixth

Initial of DBAG 
--

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.

- 3.10. For information purposes and without any obligations for DBAG and other NEMOs, the following controller information is provided by TGE for persons authorised to represent the entity and persons indicated as business contacts:

Information concerning the processing of personal data by Towarowa Giełda Energii S.A. in connection with the requirements of articles 13 and 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereafter “GDPR”).


The controller of the data of the persons authorized to represent the entity and the persons indicated as business contacts is Towarowa Giełda Energii S.A. (TGE), ul. Książęca 4, 00-498 Warszawa, phone: +48 22 341 99 12, tge@tge.pl.

The controller has appointed a personal data protection officer, who can be contacted at:

daneosobowe@tge.pl.

The scope of personal data to be processed by TGE includes the name and surname, business e-mail address, business telephone number and position, and in case of persons authorized to represent the entity – the name, surname, position and data contained in the current excerpt from the relevant register, or the data contained in the power of attorney.

The personal data of persons authorised to represent the entity and the data of persons indicated as business contacts will be processed by TGE according to article 6(1)(f) GDPR, i.e. on the basis of a legitimate interest of the controller which


Initial of DBAG 
--

is to verify the correct representation of the entity in connection with a declaration of will being made, exchanging communication in connection with the conclusion or performance of a contract, maintaining and developing business relations, or asserting, pursuing or defend oneself against possible claims. The recipients of the data may include entities engaged in the processing of personal data on behalf of TGE in connection with the services provided to TGE, e.g. consulting and IT services.

Every person has the right to request access to, rectification, erasure, restriction of processing and the transfer of his or her personal data. Every person has the right to object to the processing of personal data to the extent that the processing of personal takes place on the basis of a legitimate interest of the Controller. Every person has the right to lodge a complaint against the processing of his/her data with the President of the Personal Data Protection Office.

The indication of persons authorised to represent the entity is required as a condition to the execution of the contract. The provision of the data of persons indicated as business contacts is voluntary but a failure to provide such data will impede communication and contact with the counterparty in connection with the contract.

Any inquiries or requests related to the processing of personal data by TGE should be sent to the following e-mail address: daneosobowe@tge.pl.


Initial of DBAG	
--------------------	---

Sixth Amendment Agreement to the Master Services Agreement XBID Solution
Confidential

Annexes:


- Annex 1: amended **Exhibit 1** (*Key Terms & Glossary*);
- Annex 2: amended **Attachment 4A** (*Service Description Maintenance*);
- Annex 3: amended **Attachment 4B** (*SLA Maintenance*)
- Annex 4: amended **Attachment 4C** (*ICT Governance Structure*);
- Annex 5: amended **Attachment 4E** (*AIP100 – Software Architecture*);
- Annex 6: amended **Attachment 5A.2** (*Service Description - Hosting Preproduction and Operation*);
- Annex 7: amended **Appendix 5A2.B** (*AIP120 - Failover*);
- Annex 8: amended **Attachment 5B** (*Service Level Agreement – Hosting*);
- Annex 9: amended **Attachment 5E** (*AIP110 - Technical Architecture Topology Diagram - Hosting*);
- Annex 10: amended **Exhibit 9** (*Remuneration & Price List*);
- Annex 11: amended **Exhibit 11** (*PPI140 – Communication Plan*);
- Annex 12: amended **Exhibit 15** (*Contact Details*);
- Annex 13: amended **Exhibit 16** (*Key Personnel*);
- Annex 14: amended **Exhibit 20** (*Boundaries of Service*);
- Annex 15: amended **Appendix 20A** (*List of SLB KPIs*);

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

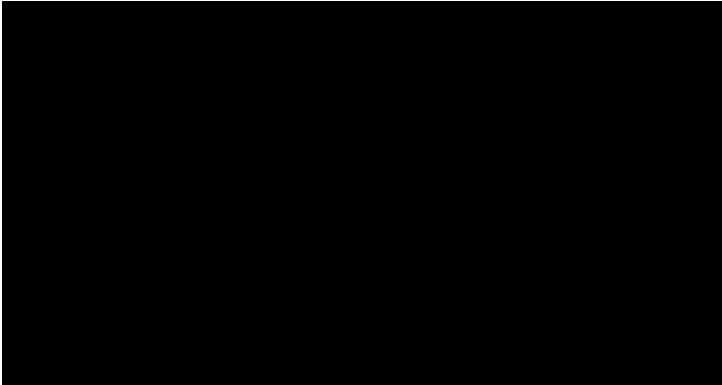
Initial of DBAG 
--


SIGNATORY PAGE – BSP ENERGY EXCHANGE LLC



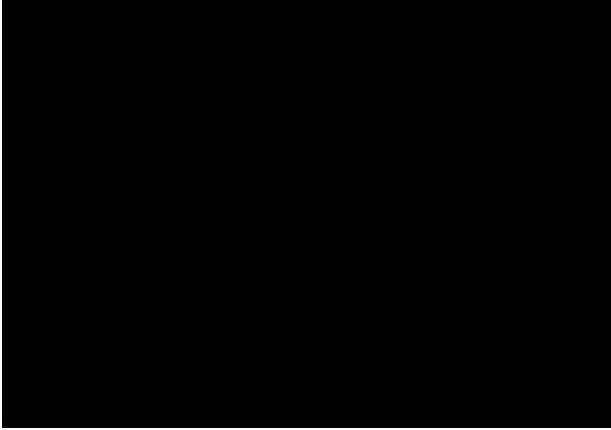
Initial of DBAG 
--


SIGNATORY PAGE – CROATIAN POWER EXCHANGE Ltd.



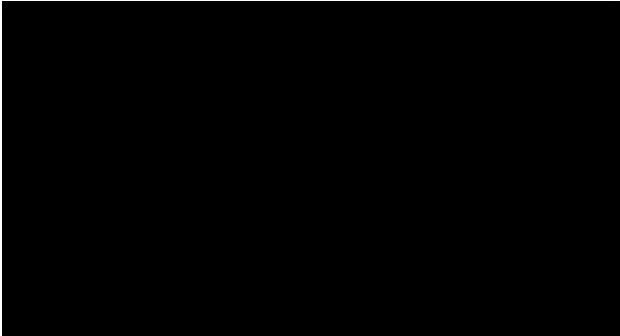
Initial of DBAG 
--


SIGNATORY PAGE – EPEX SPOT

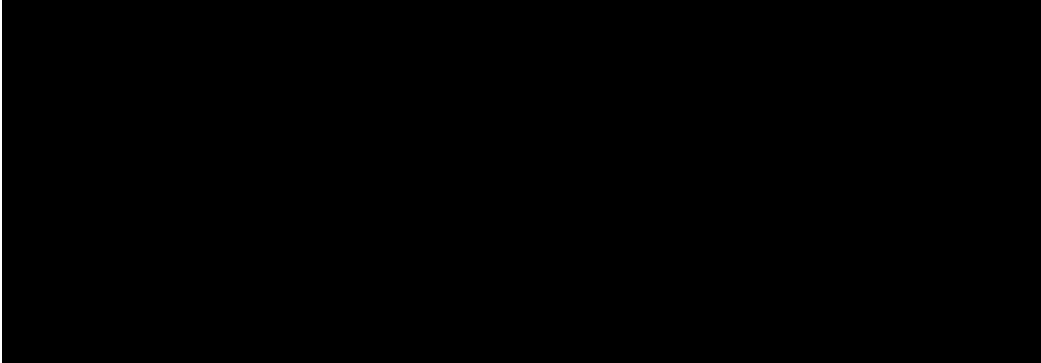



Initial of DBAG	
--------------------	---

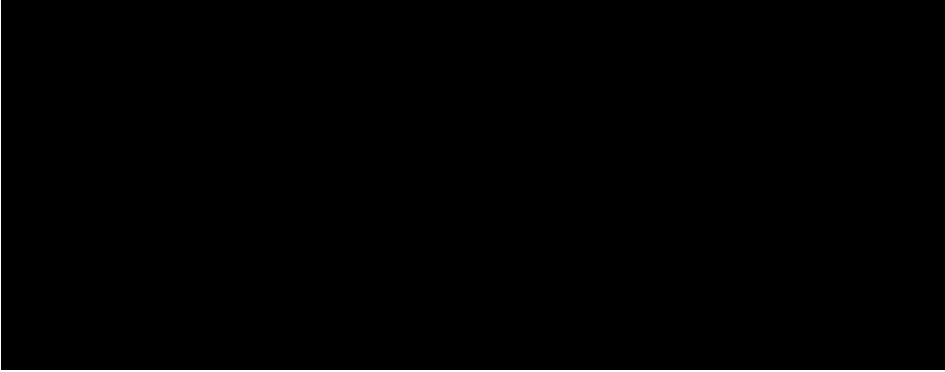
SIGNATORY PAGE – GME




Initial of DBAG	
--------------------	---

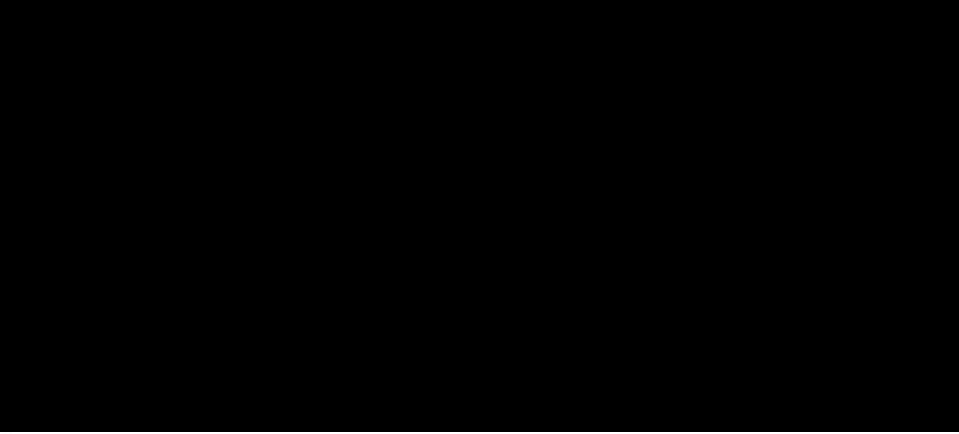



Initial of DBAG 
--



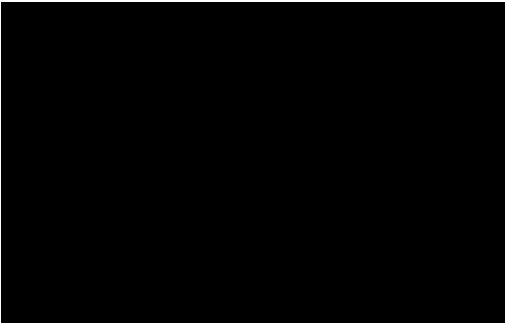
Initial of DBAG	
--------------------	---


SIGNATORY PAGE – NORD POOL EMCO

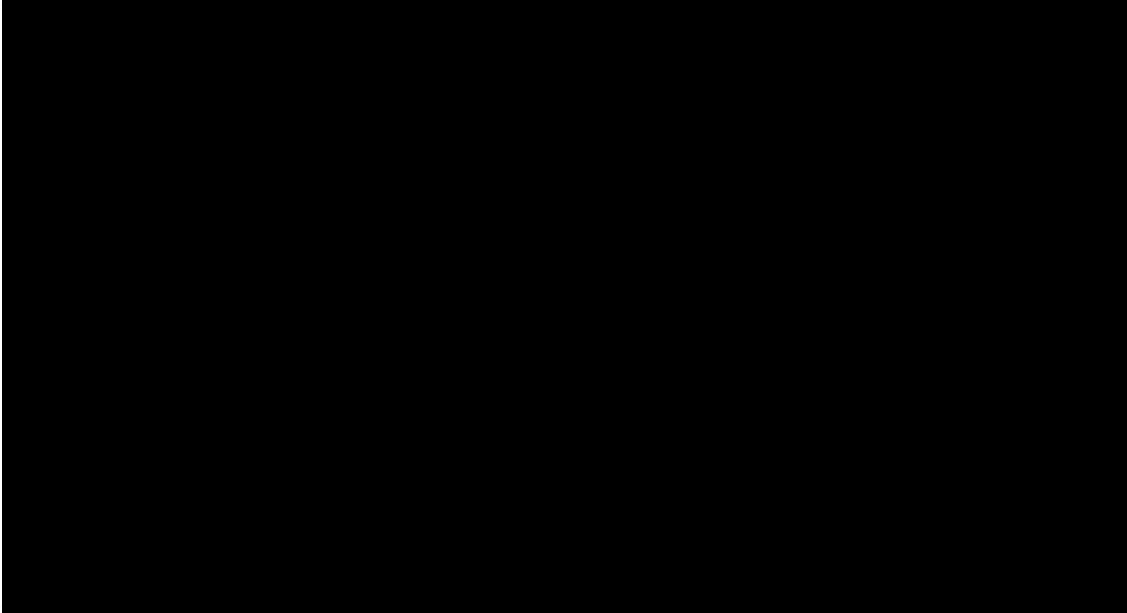



Initial of DBAG 
--

SIGNATORY PAGE – OMIE

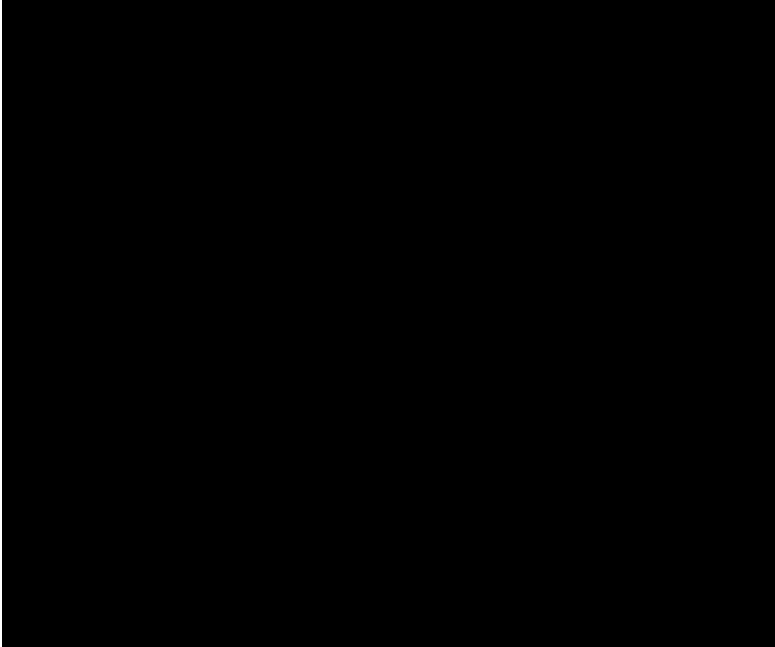



Initial of DBAG 
--



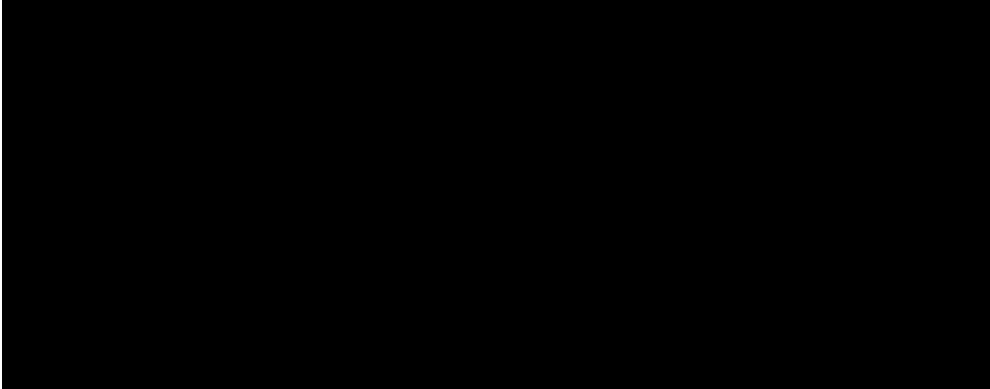
Initial of
DBAG 


SIGNATORY PAGE – OTE, a.s.



Initial of DBAG 
--


SIGNATORY PAGE – TGE



Initial of DBAG 
--

SIGNATORY PAGE – DBAG



Initial of DBAG 
--