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**BSP Energy Exchange LL C**

**CROATIAN POWER EXCHANGE Ltd.**

**Nord Pool European Market Coupling Operator AS**

**EPEX Spot SE**

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

**HEnEX SAHUPX Hungarian Power Exchange Company Limited by Shares**

**Independent Bulgarian Energy Exchange**

**OKTE a.s.OMI, Polo Español, S.A.**

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

**OTE, a.s.**

**Towarowa Gielda Energii S.A.**

**Deutsche Börse AG**

**-and-**

**ETPA Holding B.V.**

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**ACCESSION AGREEMENT**

**MASTER SERVICES AGREEMENT XBID SOLUTION**

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**Between**

1. **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

2. **CROATIAN POWER EXCHANGE Ltd.**, a company organised and existing under the laws of Republic of Croatia, having its registered office at Slavonska 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. **Nord Pool 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° 984 058 098 MVA, hereinafter referred to as "**Nord Pool 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 the 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° 06208031002, hereinafter referred to as "**GME**",

and

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6. **HELLENIC ENERGY EXCHANGE S.A.**, a company organised and existing 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 and with V.A.T. number 801001623, hereinafter referred to as ("**HEnEX**");

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. **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

9. **OKTE a.s.**, a company incorporated under the laws of the Slovak republic, having its registered office at Mlynske nivy 48, 821 09 Bratislava, Slovak republic, registered with District Court Bratislava I, Section Sa, File No. 5087/B under the number 45 687 862 and VAT n° SK2023089728, hereinafter referred to as ("**OKTE**");

and

10. **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

11. **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

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12. **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

13. **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**";

and

14. **Deutsche Börse AG**, 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 n° DE 114151950 hereinafter referred to as "**DBAG**".

and

15. **ETPA Holding B.V.**, a company organised and existing under the laws of the Netherlands, having its registered office at Arlandaweg 92, 1043 EX, Amsterdam, the Netherlands, and registered with chamber of commerce trade register under the number 63457431 and VAT n° NL 8552.89.685.B01 hereinafter referred to as "**ETPA**",

hereinafter individually also referred to as a "**Party**" and collectively as the "**Parties**".

Parties 1) to 13) are also referred to as the "**NEMOs**".

Parties (3), (4), (5) and (10) also individually being referred to as "**Initial NEMO**" and collectively as "**Initial NEMOs**";

Party (15) also referred to as the "**New NEMO**".

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**WHEREAS:**

- (1) On 12 June 2018 the NEMOs have entered into the All NEMOs Intraday Operational Agreement (hereafter the “**XBID Cooperation Agreement**”) 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 (hereafter the “**XBID Cooperation**”);
- (2) In the context of the XBID Cooperation the Initial NEMOs assigned to DBAG the provision of certain ICT services in the context of the XBID Cooperation (hereafter the “**Services**”) subject to the terms and conditions of a services agreement entered into on 1 March 2015 by the Initial NEMOs and DBAG, including all exhibits thereto and including any attachments to these exhibits (hereafter the “**XBID-MSA**”);
- (3) TGE acceded to the XBID-MSA on 12 December 2018 and received services from DBAG as of 1 September 2018;
- (4) BSP, CROPEX, HUPX, IBEX, OPCOM and OTE acceded to the XBID-MSA on 1 July 2019 and received services from DBAG as of that date;
- (5) HEnEX and OKTE acceded to the XBID-MSA on 1<sup>st</sup> October 2022 and received services as of that date; New NEMO is party to the XBID Cooperation Agreement; and
- (6) New NEMO accepts in accordance with article 9.4.1 of the XBID Cooperation Agreement DBAG as a service provider for the Services and now wishes to become, in accordance with Section 7 of the XBID-MSA, a party to the XBID-MSA for the provision of the Services under the same rights and conditions as those granted to the NEMOs.

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

**Section 1. Accession to the XBID-MSA**

- 1.1** New NEMO declares to be fully aware of, to acknowledge and to accept the terms and conditions of the XBID-MSA.
- 1.2** New NEMO hereby expressly accedes to the XBID-MSA.
- 1.3** The NEMO and DBAG hereby accept the accession by the NEW NEMO to the XBID-MSA and accept NEW NEMO as a party to the XBID-MSA under the same conditions as those granted to the NEMOs under the XBID-MSA.
- 1.4** New NEMO, the NEMOs and DBAG agree and accept NEW NEMO as Party of the XBID-MSA under the same terms and conditions as the NEMOs as of the date of entry into force of the Accession Agreement.
- 1.5** If at time of signing of the Accession Agreement, New NEMO is aware of an international, supranational, US or German trade ban, embargo, political or economic sanction to which they are

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subject at that time affecting this Accession Agreement or if New NEMO is aware that the compliance with the rights and obligations under the XBID-MSA or any XBID-DSA is, at that time, regarded as illegal in their respective countries, New NEMO shall inform in writing DBAG thereof with copy to the other NEMOs, it being understood that 1/ New NEMO has no investigation obligation in this respect towards DBAG and 2/ such information obligation is without prejudice to the investigations DBAG may or may not decide, at its own risk, to conduct to protect its own interests.

Without limitation of Section 7 of the XBID-MSA, in case, after the Accession Agreement has been entered into, DBAG becomes aware of an impediment (as defined in Section 7.2. of the XBID-MSA) as regards the New NEMO having acceded, that existed at the time of the signing by the NewNEMO of the Accession Agreement, Section 7.3 XBID-MSA applies. In the event the discussion is, in accordance with Section 7.3 XBID-MSA, referred to dispute settlement under Section 17 of the XBID-MSA and the arbitration award confirms the existence of 1/ an impediment (as defined in Section 7.2. of the XBID-MSA) at the time of signature of the Accession Agreement and of 2/ the concerned New NEMOs' breach of its information obligation under Section 1.5, first paragraph of the Accession Agreement, DBAG is entitled to a/ terminate the Agreement with the concerned New NEMO and b/ in case DBAG incurs damage, claim compensation from the concerned New NEMO in accordance with Section 11 of the XBID-MSA. The other NEMOs shall in any event not be held responsible.

**Section 2. Start of the Services**

DBAG shall deliver the Services to New NEMO as of 1<sup>st</sup> April 2023

**Section 3. Remuneration of the Services**

- 3.1** New NEMO shall pay in accordance with the terms of Section 10 of the XBID-MSA its share in the remuneration to be paid to DBAG for the Services provided by DBAG as of the date mentioned under Section 2 of this Accession Agreement. NEMOs and New NEMO shall inform DBAG as of when the sharing key referred to in Section 10 in the XBID-MSA is to be adapted. The Parties agree that the New NEMO will be invoiced starting from the 1<sup>st</sup> July 2023 for the Services provided by DBAG as of its adherence.
- 3.2** For the avoidance of doubt the remuneration to be paid to DBAG for the provided Services is not dependent on the number of NEMOs receiving the Services and therefore accession of New NEMO shall not lead to an increase of the remuneration to be paid to DBAG for the Services pursuant to Section 10 of the XBID-MSA and Exhibit 9 (Remuneration & Price list) of the XBID-MSA.

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

The Accession Agreement shall enter into force, with retroactive effect, on 1<sup>st</sup> April 2023, provided it has been signed by all Parties. The Accession Agreement is entered into for the duration of the XBID-MSA. For the avoidance of any doubt, should the XBID-MSA be earlier terminated, the Accession Agreement shall be terminated accordingly.

**Section 5. Miscellaneous**

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- 5.1** 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.
- 5.2** Parties may not assign or transfer this Accession Agreement, partially or as a whole.
- 5.3** This Accession Agreement is governed by and construed in accordance with Belgian laws without regard to the conflict of laws principles of it.
- 5.4** Any dispute arising out of or in connection with this Accession Agreement shall be settled in accordance with the XBID-MSA.
- 5.5** 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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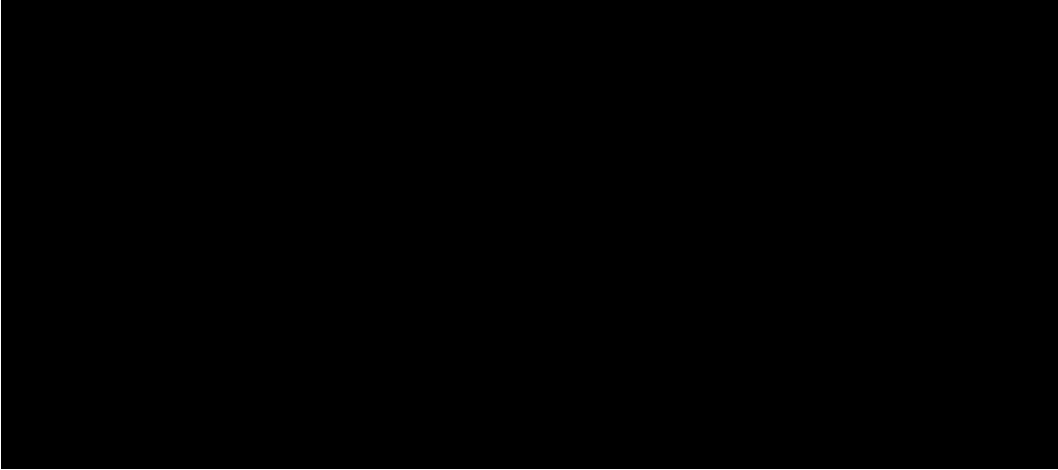
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In witness thereof, the Parties have caused their duly authorised representatives to execute the present Accession Agreement in fifteen (15) original copies and each Party acknowledges having received its original copy.

**For: BSP ENERGY EXCHANGE LL C**

**For: BSP ENERGY EXCHANGE LL C**



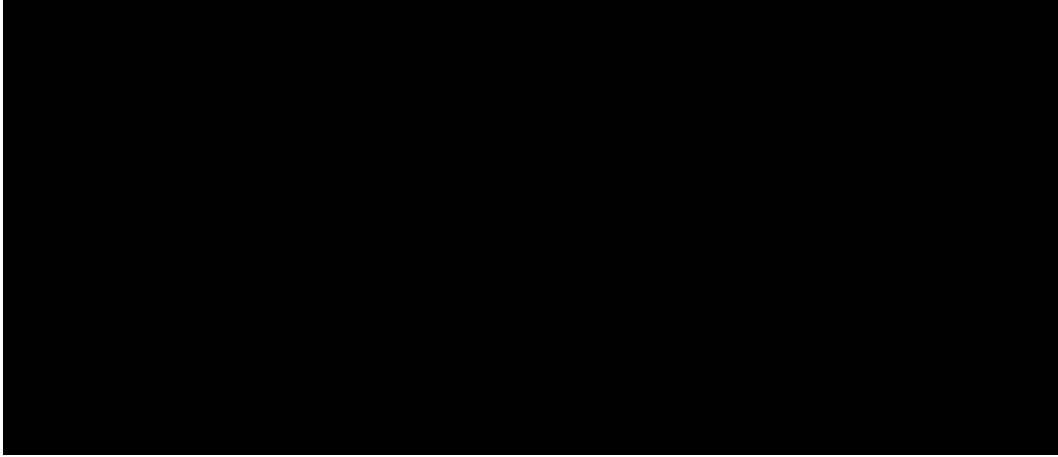
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**For: CROATIAN POWER  
EXCHANGE Ltd.**

**For: CROATIAN POWER  
EXCHANGE Ltd.**

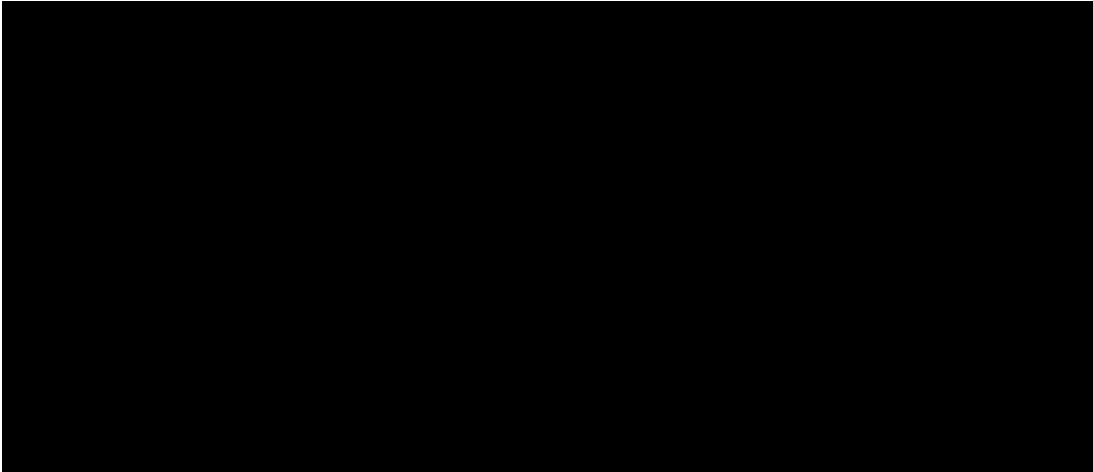


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**For: NORD POOL EUROPEAN MARKET  
COUPLING OPERATOR AS**

**For: NORD POOL EUROPEAN MARKET  
COUPLING OPERATOR AS**

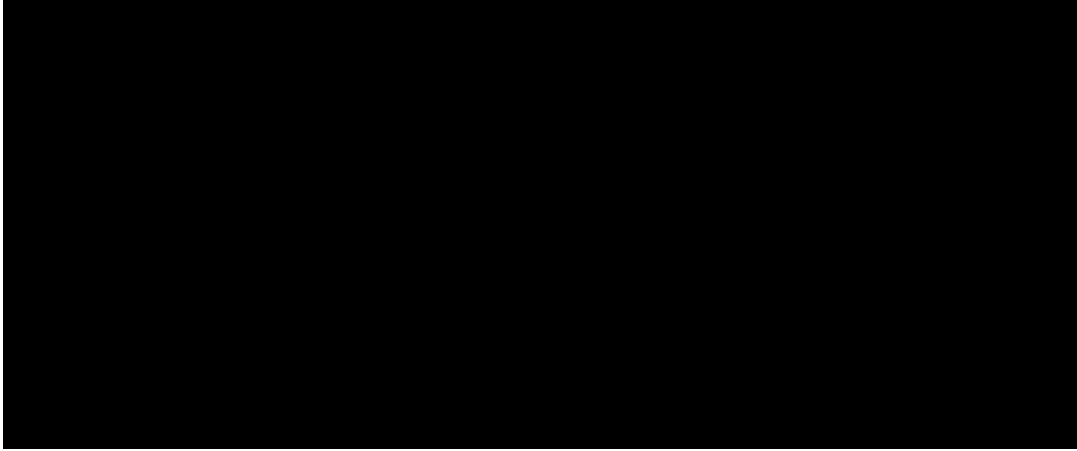


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**For: EPEX SPOT SE**

**For: EPEX SPOT SE**



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

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

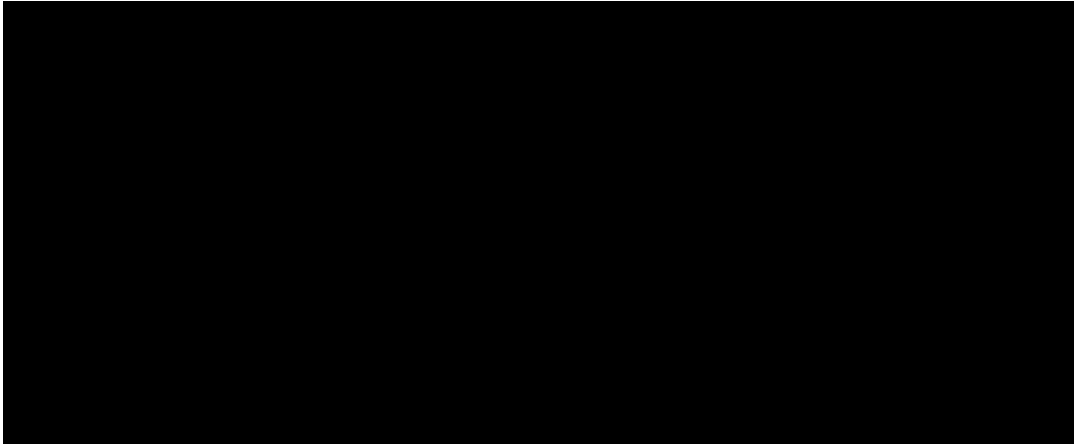


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**For: HEnEX**

**For: HEnEX**

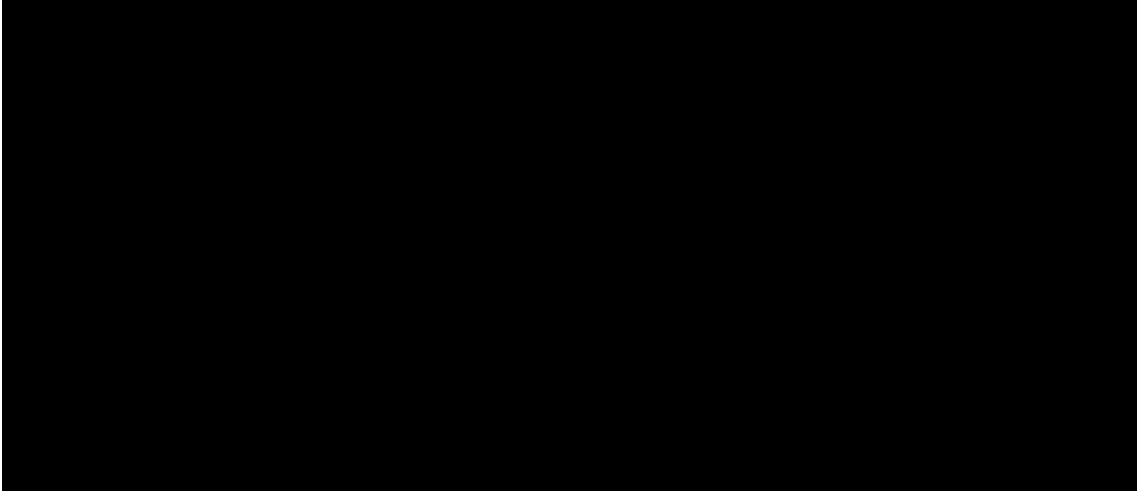


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**For: HUPX HUNGARIAN POWER  
EXCHANGE COMPANY LIMITED BY  
SHARES**

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

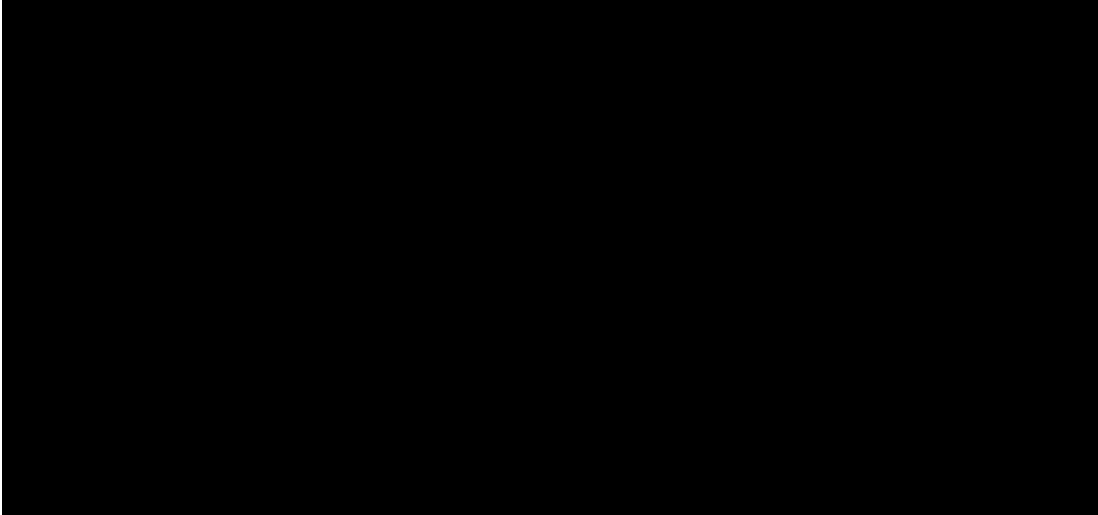


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**For: INDEPENDENT BULGARIAN  
ENERGY EXCHANGE (IBEX)**

**For: INDEPENDENT BULGARIAN  
ENERGY EXCHANGE (IBEX)**

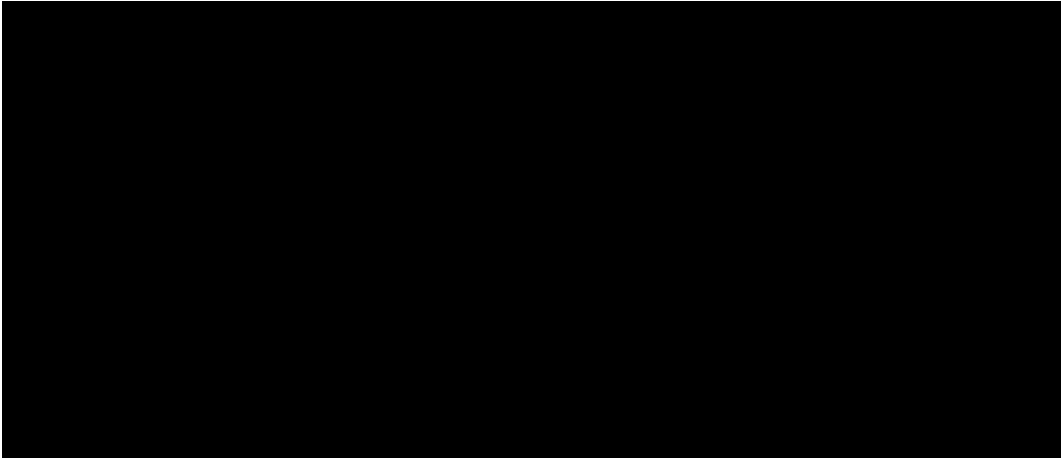


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**For: OKTE**

**For: OKTE**



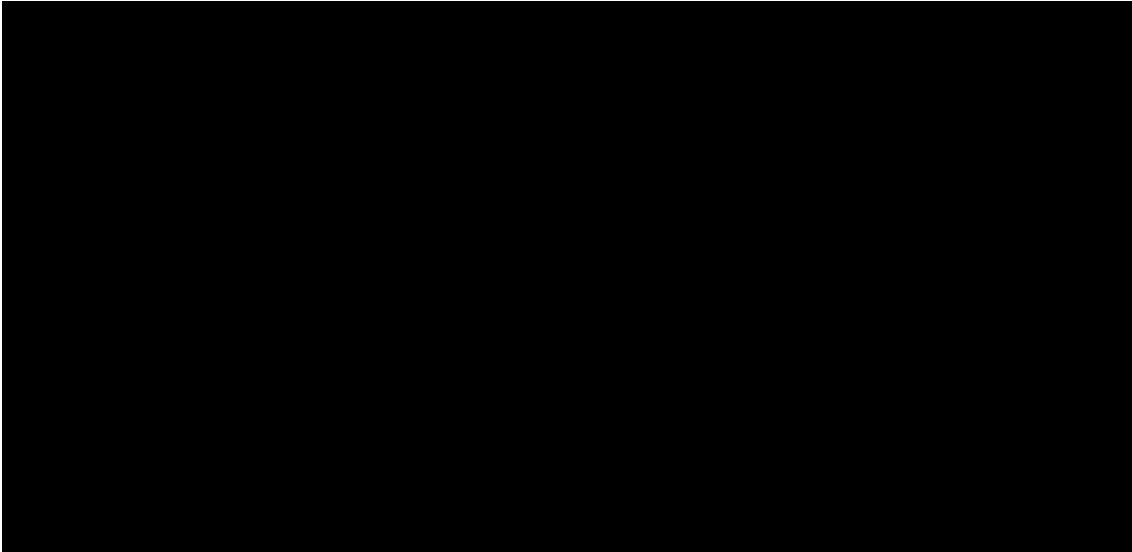
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**For: OMI, POLO ESPAÑOL, S.A.**

**For: OMI, POLO ESPAÑOL, S.A.**

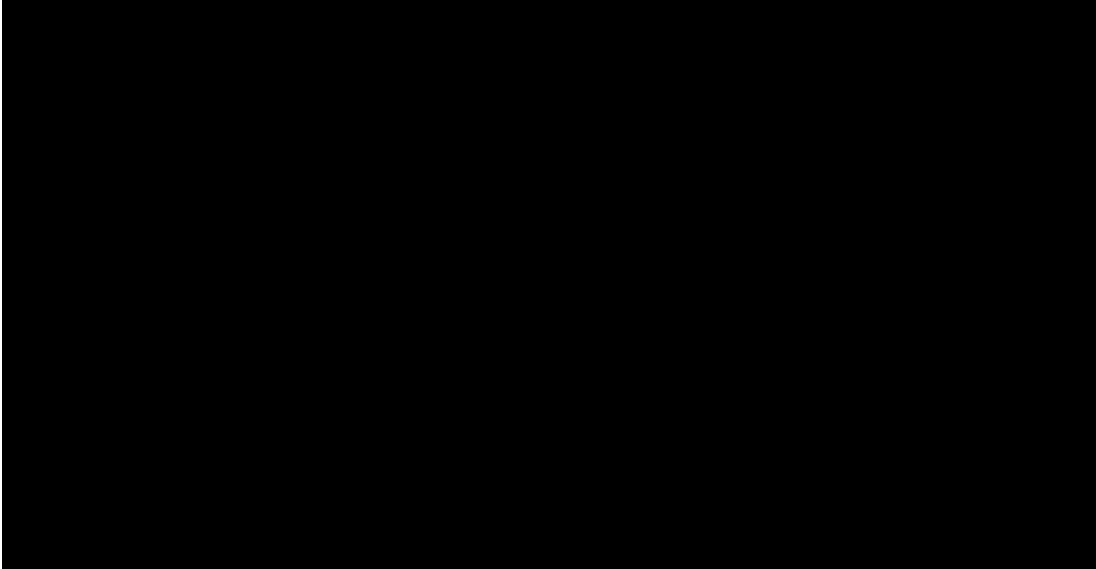


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**For: Operatorul Pieței de Energie  
Electrică și de Gaze Naturale “OPCOM”  
SA**

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

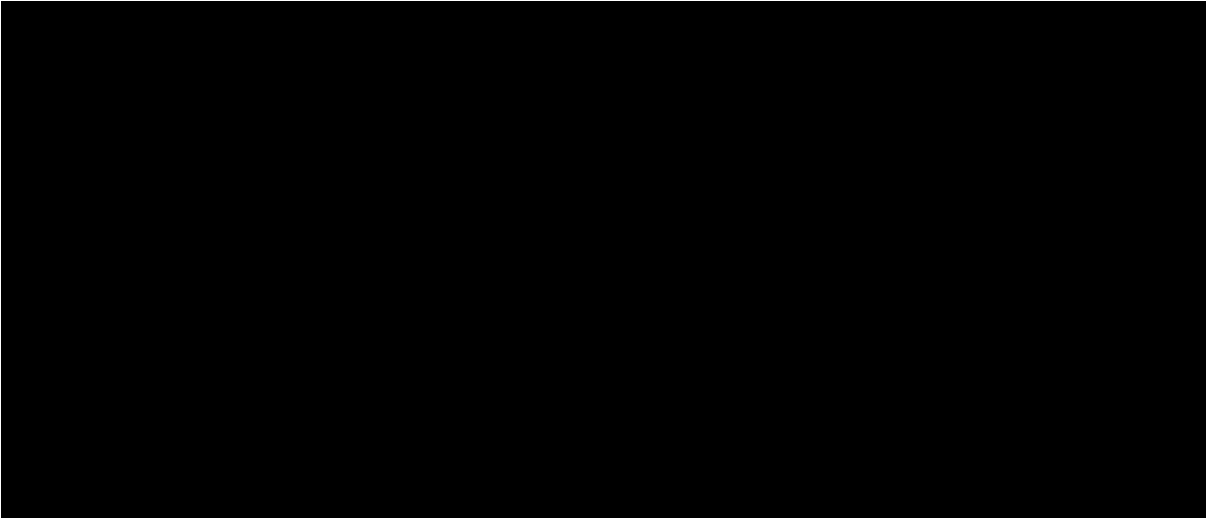


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**For: OTE, a.s.**

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

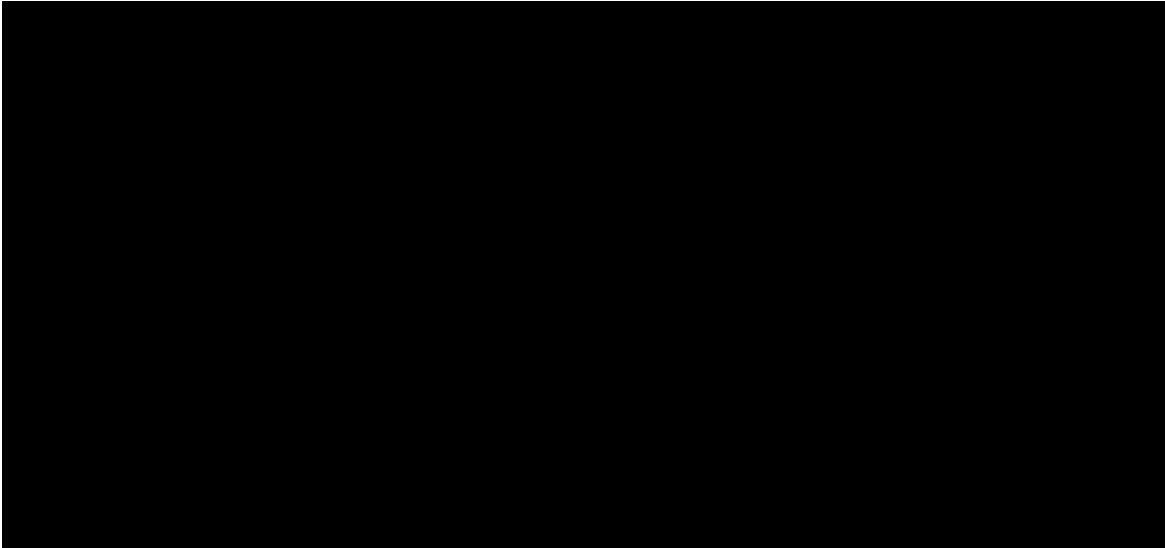


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**For: TOWAROWA GIELDA ENERGII  
S.A.**

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

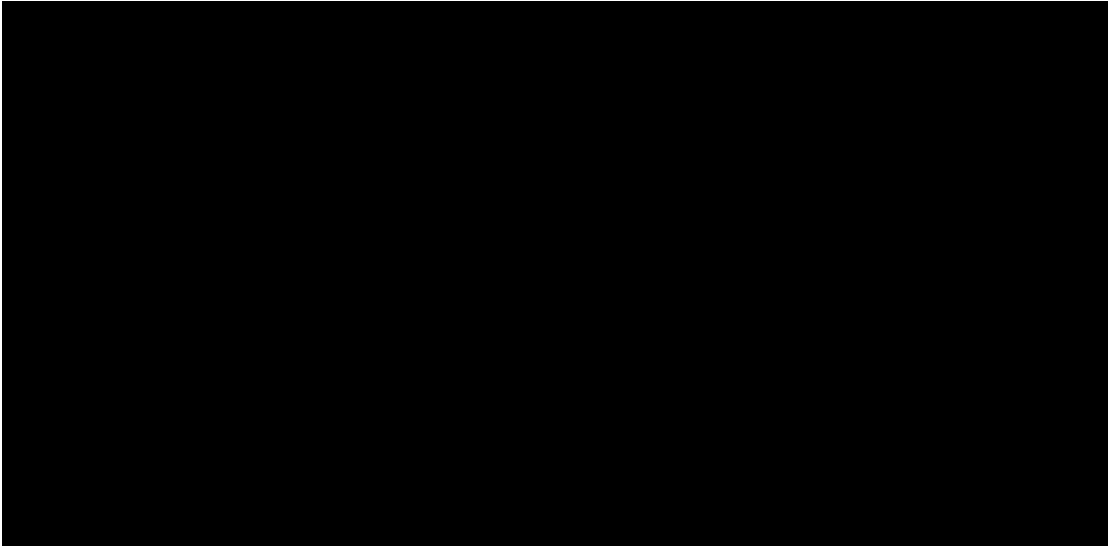


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**For: DBAG**

**For: DBAG**

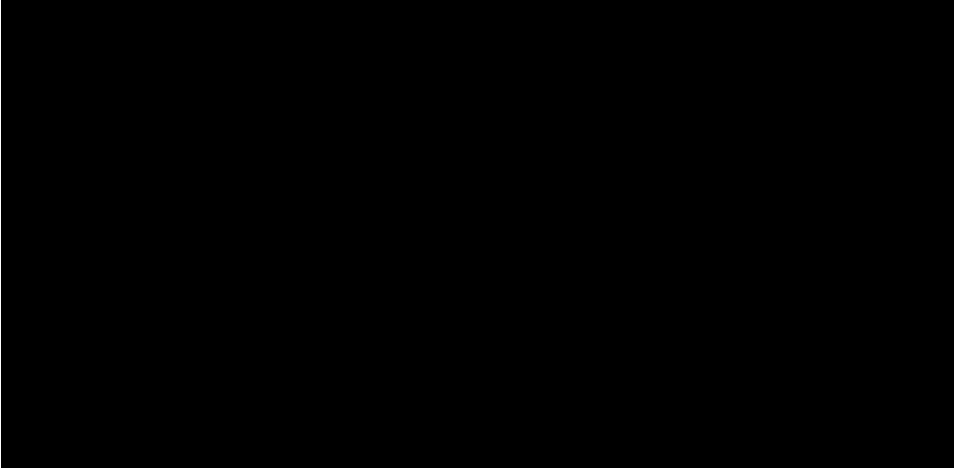


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**For: ETPA Holding B.V.**

**For: ETPA Holding B.V.**



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**Attachement 1**

**Contact Details**

**I. Contact person for notifications in general**

Party	Name contact person	Contact address	Telephone	Fax	Email
BSP					
CROPEX					
Nord Pool EMCO					
EPEX Spot	████████████████████	██████████ ██████████ ██████████ ██████████	██		██████████
GME					
HEnEX					
HUPX Ltd.					
IBEX					
OKTE					
OMIE					
OPCOM					
OTE					
TGE					
DBAG					

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ETPA	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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**II. Contact person for invoicing and payment**

Party	Name contact person	Contact address	Telephone	VAT-ID	Email
BSP					
CROPEX					
Nord Pool EMCO					
EPEX Spot					
GME					
HEnEX					
HUPX Ltd.					
IBEX					
OKTE					
OMIE					
OPCOM					
OTE					
TGE					
DBAG					
ETPA	████████████████████	██████████ ██████████ ██████████ ██████████	██████████ ██		██████ ██████████

**III. Personal data protection officer of DBAG**

Name contact person	Contact address	Telephone	Fax	Email

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