ATTACHEMENT 2

All NEMO Day Ahead Operational Agreement

This All NEMO Day Ahead Operational Agreement (the "Agreement" or the "ANDOA") is made on the 28th of March ,2019, by and between:

BETWEEN:

1. 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;

2. 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;

3. 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;

4. EPEX SPOT SE ("EPEX"), a company incorporated and existing under the laws of France in the form of a societas europeae, having its registered office at 5 boulevard Montmartre, 75002 Paris, registered in the commercial register of Paris (R.C.S. Paris) under the number 508 010 501 and VAT n° FR 10508010501;

5. 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;

6. 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;

7. 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, Dévai u. 26-28, Hungary, registered in the commercial register of the Budapest metropolitan court, under number 01-10-045666 and VAT. n° HU13967808;

8. Independent Bulgarian Energy Exchange ("IBEX"), a company incorporated under the laws of Bulgaria, having its registered office at 16 Veslets Str., Sofia, 1000, Bulgaria, registered in the commercial register at Bulgarian registry agency under number 202880940 and VAT n° BG202880940;

9. Nord Pool European Market Coupling Operator AS, ("Nord Pool EMCO"), a company organised and existing under the laws of Norway, having its registered office at Lilleakerveien 2A - 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,

10. 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, 4th floor, 28014 Madrid, Spain, and registered in the commercial register of Madrid under section 8, Sheet: M-506799 and VAT n° A86025558;

11. OKTE, a.s., ("OKTE"), a company incorporated and existing under the laws of the Slovak Republic, having its registered office at Mlynské 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;

12. HELLENIC ENERGY EXCHANGE S.A. ("HEnEx"), a company incorporated under the laws of Greece, with V.A.T. number 801001623, having its registered office at 110, Athinon Avenue, 10442, Athens, Greece, registered in the commercial register at General Commercial Registry under number 146698601000 as it is legally represented by its Chief Executive Officer Michael Philippou;

13. Operatorul Pieţei de Energie Electrică şi de Gaze Naturale "OPCOM" S.A. ("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;

14. 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];

15. 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;

16. Towarowa Giełda 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 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;

17. NASDAQ SPOT AB, a company incorporated and existing under the laws of the Kingdom of Sweden with company number and V.A.T. 559280730801 whose registered office address is at Tullvaktsvägen 15, 10578, Stockholm, Sweden.

Hereinafter referred to individually as a “Party” and collectively as the “Parties”;

WHEREAS:

1. EPEX, Nord Pool EMCO, GME, OMIE, OPCOM, OTE, TGE, HENEX and Nasdaq established a cooperation to develop, implement and operate a coordinated matching function commonly agreed between European power exchanges based on a decentralised coordinated calculation of Market Coupling Results with common matching algorithmic software (“Algorithm”) taking into account the available Cross-Zonal Capacities and optional Allocation Constraints (“PCR Solution”). In this context, they have signed the PCR Co-ownership Agreement which establishes the co-ownership of the assets used for the coordinated calculation of Market Coupling Results and the PCR Cooperation Agreement which sets forth the rights and obligations for the operations of market coupling in the day ahead time frame, applying the PCR Solution.

2. EPEX, Nord Pool EMCO, GME, OMIE, TGE, SONI, EIRGRID, HENEX, CROPEX, IBEX, BSP, together with the TSOs of the respective countries, entered into a Day Ahead Operational Agreement setting forth the main terms and conditions under which these Parties cooperated to operate the multi-regional price coupling project for the early implementation of EU target model (the “MRC”).

3. On 14th November 2014, Czech-Slovak-Hungarian-Romanian NEMOs and TSOs (NEMOs: OTE, OKTE, HUPX, OPCOM; TSOs: CEPS, SEPS, MAVIR, Transelectrica) entered into the Master

Agreement on 4M Market Coupling (the “Master Agreement on 4M Market Coupling”), establishing the day-ahead Market Coupling project in their countries based on the design towards the relevant EU target model (the “4MMC”). The Czech-Slovak-Hungarian-Romanian NEMOs entered on 14th November 2014 in the “4M MC PX –PX Agreement” which sets forth the rights and obligations for the operations of 4MMC market coupling in the day ahead time frame.

4. On 23 February 2016, the Parties have entered into “Single DA and ID Coupling Observership and Non-Disclosure Agreement” (hereinafter “Global NDA”) which provides the legal framework for the disclosure of information concerning European market coupling projects among NEMOs and TSOs.

5. On 15th August 2015, the Commission Regulation (EU) 2015/1222 of 24th July 2015 establishing a guideline on capacity allocation and congestion management entered into force in August 2015, has provided a mandatory framework for the Single Day Ahead Coupling describing the roles and responsibilities of the NEMOs and the DA MCO Function to be jointly performed by the NEMOs (hereafter the “CACM Regulation”).

6. The Parties have pursuant to CACM Regulation, been individually designated as NEMOs. The Parties have entered into the Interim NEMO Cooperation Agreement dated 3rd March 2016, as further amended under the first amendment dated 10th of March 2017, (hereinafter the “INCA”) with aim of facilitating the necessary cooperation between designated NEMOs with respect to the performance of all common tasks that need to be performed in connection with the CACM Regulation (hereafter the "NEMO Cooperation"). On the 10th of March 2017 the Parties have entered into the first amendment to the INCA in order to set up a provisional solution for the sharing of INCA-related costs.

7. On the 16th of June 2017, all NRAs have approved the All NEMO Proposal for the Plan on Joint Performance of MCO Function (hereafter the “MCO Plan”) submitted by the NEMOs pursuant to art. 7.3 of CACM Regulation.

8. On 28 March 2019, the Parties entered into the All NEMO Cooperation Agreement (hereafter the “ANCA”) which establishes the enduring solution for the cooperation among NEMOs superseding the INCA.

9. Article 10 of CACM Regulation requires that all NEMOs and all TSOs involved in SDAC shall jointly organise the day-to-day management of the SDAC. For this purpose, on the 28th of March 2019, the Parties have entered into the Day Ahead Operations Agreement (the “DAOA”) with all the

TSOs participating in the SDAC, regulating their cooperation in respect of the operation and further development of the SDAC;

10. On the 28th March 2019, the Parties entered into this Agreement to set forth i) the main principles of their cooperation in respect of Single Day Ahead Coupling, ii) the terms and conditions under which the Parties will (further) develop the DA MCO Function Assets and iii) the terms and conditions under which the Single Day Ahead Coupling shall be implemented, performed and operated.

11. On the 28th March 2019, pursuant to the MCO Plan, certain Parties (i.e. the Parties which qualify as designated NEMOs with respect to SIDC) have entered into the All NEMO Intra Day Operational Agreement (hereinafter "ANIDOA") to set forth i) the main principles of NEMOs' cooperation in respect of SIDC, ii) the terms and conditions under which the relevant IT infrastructure will be developed and iii) the terms and conditions under which the SIDC shall be implemented, performed and operated among NEMOs.

12. On the 12th of June 2018, the Parties together with the TSOs subject to the CACM implementation have entered into the Intra Day Operational Agreement (hereinafter "IDOA") to set forth i) the main principles of their cooperation in respect of SIDC, ii) the terms and conditions under which the relevant IT infrastructure will be developed and iii) the terms and conditions under which the SIDC shall be implemented, performed and operated among NEMOs and TSOs.

13. On the 17th of June 2021, the Enduring Phase started, i.e. the final stage of the Single Day-Ahead Coupling when MRC and 4MMC are coupled in the same Market Coupling On the same date the relevant cooperation agreements, i.e. "Master Agreement on 4M Market Coupling" and the "4M MC PX –PX Agreement", have been terminated;

14. On the 14th of January 2022, the Parties have entered into a first amendment to ANDOA to implement a joint governance set-up of the SIDC and SDAC market coupling cooperation aiming at increasing the efficiency and synergies of NEMOs' and TSOs' CACM implementation, consistently

with the related amendments to ANCA, ANIDOA, IDOA and DAOA. In particular, such new joint governance set-up consists of:

i) new rules for decision making reflecting the already applied practice of pre-alignment of TSOs' and NEMOs' respective positions, and

ii) the establishment, via the amendment of the relevant provisions of IDOA and DAOA, of the Market Coupling Steering Committee ("MCSC"), a new governing body of the SIDC and SDAC market coupling cooperation.

15. 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, THE PARTIES HEREBY AGREE AS FOLLOWS:

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1. ARTICLE INTERPRETATION

1.1. Definitions

For the purpose of this Agreement the following capitalized terms and expressions used herein shall have the following meaning:

"4MMC":	shall have the meaning set forth in Recital 3;
"4MMC PX –PX Agreement":	shall have the meaning set in Recital 3;
"ACER":	means the Agency for the Cooperation of Energy Regulators as established by Regulation No 713/2009 of the European Parliament and of the Council of 13 July 2009;
"Accession Fee":	shall have the meaning set forth in Annex VII (Cost sharing, monitoring and settlement), Section 5.2;
"Affiliate":	means, with respect to any Party, any company or other legal entity which either Controls, is Controlled by or is under common Control with, such Party;
"Agreement":	means this All NEMO Day Ahead Operational Agreement;
"Algorithm":	is the DA MCO Function Asset referred to in Recital 1;
"Algorithm Methodology":	is the **"***Methodology for the price coupling algorithm and the continuous trading matching algorithm*", approved by the relevant ACER decision on 26th of July 2018;
"ANIDOA"	means the All NEMO Intraday Operations Agreement as further described in Recital 11;
"Annex":	means any attachment to this Agreement;
"Applicable Law":	means, with respect to each Party, such mandatory (including public policy) laws or regulations or decisions of any Competent Authority applicable to such Party, including any terms, conditions or methodologies as implemented from time to time under such laws or regulations;
"Applicant":	means an entity that is already designated as NEMO (or, consistently with CACM Regulation and Applicable Law, has already started the procedure for being designated as NEMO) which has requested to adhere to this Agreement consistently with Article 8.1;
"Article":	means an article of this Agreement;
"Backup Coordinator":	means the Operator which in addition to performing the task as an Operator, is prepared, if necessary, to take over the Coordinator role at any moment as further described in Article 6.3;
"Best Efforts":	means performing an obligation with the degree of diligence, prudence and foresight reasonably and ordinarily exercised by an experienced Person engaged in the same line of business under the same circumstances and conditions, without guaranteeing the achievement of a specific result ("*middelenverbintenis*" / "*obligation de moyens*");
"Bid":	with respect to each NEMO, means a binding order to deliver or take off electricity against payment, including but not exclusively, hourly orders, block orders, MIC orders, MPC orders or PUN orders, as further defined in the relevant Market Rules;

“Bidding Area”: means the largest geographical area within which market participants are able to exchange electricity without capacity allocation. For the sake of clarity, Bidding Area is the same as bidding zone in the Commission Regulation (EU) No 543/2013 of 14 June 2013 on submission and publication of data in the electricity markets;

“Business Day”: means any day other than a Saturday and a Sunday in which banks are open to the public for general business in the country or city of the registered office of the Party in charge of the performance of the relevant obligation;

“CACM Regulation”: shall have the meaning set forth in Recital 5;

“Calendar Quarter”: means one of the four quarters of a calendar year, i.e. from January to March, April to June, July to September and October to December;

“Change Control Procedure”: means the procedure set forth in Annex IV Change Control Procedure;

“Common Costs”: means the costs incurred by the Parties as a result of the performance of the obligations and tasks under this Agreement, which qualify as costs made to the benefit of all Parties, as categorized in Annex VII (Cost sharing, monitoring and settlement);

“Common Decisions”: shall have the meaning set forth in Article 9.4.2 i);

“Competent Authority”: means ACER, any NRA or any other, national, federal, regional, state, local, or other court, arbitral tribunal, administrative agency or commission or other governmental, municipal, administrative or regulatory body, authority, agency or inspectorate with jurisdiction over any one or more Parties to this Agreement;

“Confidential Information”: shall have the meaning set forth in Article 10.1.1;

“Concerned Party”: means any Party (not being the Defendant Party) which may be under an obligation to hold harmless and indemnify a Defendant Party;

“Contracting Party”: shall have the meaning set forth in Article 4.11.1 letter i);

“Control”: means the situation where a company:

(a) directly or indirectly owns a fraction of the capital in another company that gives a majority of the voting rights at such company's general meetings;

(b) holds alone a majority of the voting rights in a company by virtue of an agreement entered into with other partners or shareholders and this is not contrary to such company's interests;

(c) effectively determines the decisions taken at a company’s general meetings through the voting rights it holds;

(d) has the power to appoint or dismiss the majority of the members of company's administrative, management or supervisory structures; or

(e) directly or indirectly holds a fraction of the voting rights above 40% of a company and no other partner or shareholder directly or indirectly holds a fraction larger than this participation;

(f) Two or more undertakings acting jointly are deemed to jointly control a company when they effectively determine the decisions taken at its general meetings;

(g) In any case, an undertaking is presumed to control a company when it exerts a decisive influence over it. The decisive influence is defined according to the organizational, economic and legal links between both undertakings;

"Cooperation": means the coordination of NEMOs for the implementation and delivery of DA MCO Function as set forth by this Agreement;

"Coordinator": means an Operator, as further described in Article 6.2, which, in addition to performing its tasks, is responsible for coordinating the operation of the DA MCO Function in accordance with Article 6 and Operational Procedures.

"Daily Operational Call": means the daily call set among the Operators for the performance of the DA MCO Function Operations as further described in the Operational Procedures.

"Daily Observer": means each and any Serviced NEMO listed as such in the daily operational contact list as set forth in the Operational Procedures;

"DA MCO Function": means the tasks carried out by NEMOs in accordance with Article 7.2 of the CACM Regulation, comprising the development and maintenance of the algorithms, systems and procedures for single day-ahead coupling, processing input data on cross-zonal capacity and allocation constraints provided by coordinated capacity calculators, operating the price coupling algorithms and validating and sending single day-ahead coupling results to NEMOs;

"DA MCO Function Assets": means the systems, procedures, algorithm and service provider contracts used for the DA MCO Function Operations described under article 7.2 letter a) of CACM Regulation and section 2 n. 13 of the MCO Plan;

"DA MCO Function Assets Co-Owners": means those day-ahead NEMOs that are also parties to the PCR Co-ownership Agreement, having joint ownership of the DA MCO Function Assets, which are Parties to this Agreement;

"DA MCO Function Assets Licensees": means all day-ahead NEMOs that have been granted by the DA MCO Function Assets Co- Owners a license providing them with the right to use the DA MCO Function Assets in its own name as Coordinator/Backup Coordinator/Operator solely to

	perform the DA MCO Functions Operations for the purpose of Single Day Ahead Coupling;
"DA MCO Function System":	means the data processing environment (software and hardware) that will be used to calculate the Market Coupling Results. Such data processing environment embeds the DA MCO Function Assets;
"DA MCO Function Operations":	means the process for the production of the Market Coupling Results in accordance with Article 6 and the Operational Procedures;
"DAOA":	shall have the meaning set in Recital 9;
"DA Operations Committee / OPSCOM":	means the body in which all Parties are represented that, among other tasks, overviews DA MCO Function Operations as further described in Section III of Annex V (RIO);
"Data Protection Legislation"	means the GDPR and all other relevant national and European laws and regulations data protection, electronic communications and privacy;
"Defaulting Party":	means any Party that has committed a breach of any of its obligations under this Agreement;
"Defendant Party":	means any Party (not being the Defaulting Party) that receives a third party claim related to the Agreement which is entitled to request the Concerned Party to be held harmless and indemnified;
"Dispute":	means a disagreement between one or more Parties not falling under Article 9.3.2 or 17.13 arising under, in connection to or in the framework of the Agreement (including, for the avoidance of doubt, related to the conclusion of it and its validity);
"Due Date":	shall have the meaning set forth in Section 2.1 of Annex VII (Cost sharing, monitoring and settlement);
"Disputing Parties":	shall have the meaning set forth in Article 17.1;
"EEA"	means the European Economic Area set by the EEA Agreement which entered into force on 1st January 1994;
"Effective Date":	has the meaning set forth in art 14.1.1
"Exit Plan":	has the meaning set forth in Article 15.4;
"External Representative":	means the subcontractors, agents, lawyers, professional advisors, external consultants, insurers, financers or any other entity appointed by a Party in relation to the Cooperation;
"Force Majeure":	shall have the meaning set forth in Article 13;
"Forced Exit":	means, with respect to a Party, the termination of such Party's participation in the Agreement by the other Parties in accordance with Article 15.2;

"Forced Exit Party":	has the meaning set forth in Article 15.2.1;
"Full Decoupling":	means the situation governed by the procedure set forth in the Operational Procedures (FAL02) in which it is not possible to produce DA Market Coupling Results for any Operational NEMOs and the term **"Fully Decouple"** shall be construed accordingly;
"Full MLA":	means the "Multi-lateral Liability Agreement" entered into on the 3rd of February 2015 by the DA MCO Function Assets Co-owners, on one side, and BSP, on the other side, which has been subsequently adhered, among others, by the following Parties: IBEX, CROPEX, SONI and EIRGRID;
"General Data Protection Regulation" or "GDPR":	means 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, as amended from time;
GDPR SPOC	shall have the meaning set forth in Article 18.11.4.2;
"Global NDA":	means the agreement referred to in Recital 4;
"Historical Costs":	shall have the meaning set forth in Section 5.1, letter a) of Annex VII (Cost sharing, monitoring and settlement);
"ICC":	means the International Chamber of Commerce with headquarters in 33-43 avenue du Président Wilson 75116 Paris, France;
"ICT":	means information and communication technologies;
"IDOA"	means the Intraday Operations Agreement as further described in Recital 12
"Incident":	means the occurrence of a circumstance impacting the DA MCO Function Operations preventing the Coordinator, Backup Coordinator and Operators to perform DA MCO Function Operations;
"Incident Committee":	shall have the meaning set under Article 6.1.1.7;
"Individual Asset":	means any asset (including business processes and procedures) different from a DA MCO Function Asset used by a Party for the performance of the DA MCO Function Operations;
"**Individual Input Data**":	means, with respect to each Operational NEMO, the data to be sent to the DA MCO Function System by itself or by its Servicing NEMO in order to calculate the Results. Such data consists of: iii) the network features provided by the relevant TSOs that shall be taken into account in the calculation of Results, iv) its Order Data.

“Intellectual Property Rights” or “IPR”:	means any intellectual property right or other (property) right throughout the world, in all media, now existing or created in the future, for all versions and elements, in all languages, and for the entire duration of such rights, arising under Applicable Law, contract, or otherwise, and whether or not registered, registrable or perfected, including a) rights in all inventions, discoveries, utility models, patents, reissues of and re-examined patents, or patent applications (wherever filed and wherever issued, including continuations, continuations-in-part, substitutes, and divisions of such applications and all priority rights resulting from such applications) now existing or hereafter filed, issued or acquired; b) rights associated with works of authorship, including database rights, copyrights, moral rights, copyright applications, copyright registrations, synchronization rights, mask work rights, applications and registrations; c) rights in computer software and programs, source codes, or business methods; d) rights in materials; e) rights associated with trade marks, service marks, trade names, internet domain names, business names, logos, trade dress and the applications for registration and the registrations thereof; f) rights relating to the protection of trade secrets, know-how and/or other Confidential Information; g) design rights, whether registered or unregistered; and h) rights analogous to those in this definition and any and all other proprietary rights relating to intangible property;
“Internal Representative”:	means, with respect to any Party, the directors, officers, managers and employees of such Party, or of such Party’s Affiliates;
“Internal Resources”:	means, with respect to any Party, such Party’s own internal resources (in terms of the experience, skills and time of any one or more of its Internal Representatives) as are deployed, or which may be deployed, for the purposes of the fulfilment of such Party’s obligations under this Agreement, plus any such resources available to such Party through the utilization (either alone or jointly with any one or more other Parties) of the services of one or more third parties which provide work or services for the benefit of such Party (i.e. not being a Third Party Service Provider or a Third Party Service Provider of the DA MCO Function Assets);
“Joint Matter(s)”	means any topic and/or issue that falls within the scope of both DAOA and IDOA;
“Operational Decisions”:	shall have the meaning set forth in Article 9.4.2 ii);
“Limited MLA”:	means the “Multi-Lateral Liability Agreement for the use of PCR assets” entered into on 30 October 2015 by and between DA MCO Function Assets Co-Owners, on one hand, and OKTE and HUPX, on the other hand;
“Market Coupling”:	means a coordinated day-ahead electricity implicit auction mechanism, performing the matching of the supply and

	demand curves of different NEMOs, taking into account the cross border capacity made available by the TSO's, using and applying the DA MCO Function System; for the avoidance of doubt, for the purpose of this Agreement, the term Market Coupling includes the concept known as market splitting;
"Market Coupling Results":	means the final market coupling results following confirmation by TSOs (i.e. TSOs' confirmation of the Preliminary Market Coupling Results), which shall comprise: a) a single clearing price for each Bidding Area and Market Time Unit (MTU) in EUR/MWh, b) a single net position for each Bidding Area and each MTU, c) the approximation of the matched volumes of each NEMO trading hub per Bidding Area for each relevant MTU, d) the scheduled exchanges between Bidding Areas (in case of direct current interconnectors separately for each of them) and between scheduling areas, e) scheduled exchanges between NEMO trading hubs per Bidding Area for each relevant MTU, f) the information which enables the execution status of orders to be determined, and g) the acceptance ratio for each block as defined in the day-ahead products, plus such other results of the DA MCO Function Operations as the Parties may agree from time to time to be incorporated in the above list;
Market Coupling Steering Committee/MCSC	Means the governing body of the cooperation among NEMOs and TSOs as described in DAOA;
"Market Rules":	with respect to each NEMO, means the terms and conditions regarding the organization, the functioning, the access to and the trading on the relevant Trading Platform by its market participants;
"MCO Plan":	shall have the meaning set forth in Recital 7;
"MIC":	means the minimum income condition;
"Monthly Report":	shall have the meaning set forth in Section 1.1.4.4 of Annex VII (Cost sharing, monitoring and settlement);
"MPC":	means the maximum payment condition;
"MRC":	shall have the meaning set forth in Recital 2;
"NEMO":	means any legal person designated as a "nominated electricity market operator" from time to time pursuant to the CACM Regulation and Applicable Law;
"NEMO Committee" or "NC":	means the governing body of the Cooperation as established and operated in accordance with the relevant provisions of the ANCA;
"NEMO DA SC":	the steering committee as organized under this Agreement;

"NEMO's Specific Functionality":	shall have the meaning set forth in Article 5.6.2;
"NEMO Vote":	means the collective vote that NEMOs submit for the purposes of MCSC decisions under DAOA;
"Non Co-owner NEMO":	means any NEMO which is not a DA MCO Function Assets Co-owner;
"Non-Operational NEMO":	means any Party with respect to which the Operational Date has not yet occurred, i.e. a Party which is not entitled to participate in the SDAC being isolated and not using the Algorithm to match its Bids;
"Non-Servicing NEMO":	with respect to each Serviced NEMO, means any NEMO other than its Servicing NEMO;
"Notice":	shall have the meaning set forth in Article 18.1;
"NRA":	means any of the designating entities described in article 4.3. of the CACM Regulation which has jurisdiction on the basis of article 35 of Directive 2009/72/EC of the European Parliament and the Council of 13 July 2009 concerning common rules for the internal market in electricity and repealing Directive 2003/54/EC or, for countries not covered by the aforementioned Directive, on the basis of national law as authority designated for supervising the energy market;
"Observer":	means the PX which is not a party to this Agreement which has been granted by the NEMO DA SC the status described under Article 8.2;
"Operational Calendar":	means the calendar setting forth the periods during which an Operator will assume the Coordinator and Backup Coordinator role set forth in Article 6. The Operational Calendar is described in the Operational Procedures;
"Operational Calls":	is any call concerning operations different from the Daily Call and the Incident Call as further described in the Operational Procedures OPE02;
"Operational Date":	means the date on which a Party becomes an Operational NEMO;
"**Operational Breach**":	means any breach by a Party of Article 6, except for Articles 6.6, 6.7 and 6.8, or of the Operational Procedures;
"Operational Liability Claim":	means any claim for compensation of damages of a third party towards a Party for any damage caused by a Party to such third party related to DA MCO Function Operations, *inter alia* pursuant to an alleged Operational Breach;
"Operational NEMO":	means a NEMO, party to this Agreement, that following its Operational Date is entitled to participate – directly or via its Servicing NEMO – in the SDAC matching its Bids via the DA MCO Function System on a daily basis;
"Operational Procedures":	means the procedures set under Annex XII;

"Operator":	means an Operational NEMO, as further described in Article 6.4, performing the DA MCO Function Operations during Market Coupling, which provides the Coordinator with the information needed for the calculation of the Results, participates in the actions convened by the Coordinator, complies with commonly agreed decisions and accepts or rejects the Results in respect of its Individual Input Data (plus those of its Serviced NEMO(s)) in accordance with Article 6 and Operational Procedures;
"Opinion":	shall have the meaning set forth in Article 17.6;
"Order Data":	means the anonymized and aggregated Bids submitted on the Trading Platform of an Operational NEMO as further described in the Operational Procedures (NOR03);
"Partial Decoupling":	with respect to a session of DA MCO Function Operations, means the situation, governed by the procedure set forth in the Operational Procedures (FAL02), in which one or more Operational NEMOs are unable to participate in the DA MCO Function Operations and the term **"Partially Decouple"** shall be construed accordingly
Personal Data	means any information qualified as personal data pursuant to article 4(1) of GDPR;
"PCR Cooperation Agreement":	is the agreement described in Recital 1 establishing the rights and obligations for the operation of day-ahead PCR market coupling;
"PCR Co-ownership Agreement":	is the agreement described in Recital 1 establishing the co-ownership rights and obligations in respect of the DA MCO Function Assets;
"PCR Confidentiality Declaration":	means the PCR Associate Member Confidentiality Declaration entered into by a Non Co-owner NEMO governing the disclosure of information pertaining to the PCR Co-ownership Agreement;
"PCR SPOC":	means PCR Single Point of Contact, i.e. a party to the PCR Co-ownership Agreement appointed by the PCR Co-ownership Agreement parties to enter into and/or to perform contracts with Third Party Service Providers of the DA MCO Function Assets under the PCR Co-Ownership Agreement;
"Person":	means any individual, company, entity, business, partnership, joint venture or other person whatsoever, in the broadest meaning of the word;
"PMB":	means the DA MCO Function Asset formed by PCR Matcher and PCR Broker as further described in Annex II (High level functional architecture);
"Preliminary Market Coupling Results":	means the results calculated by the Coordinator through the DA MCO Function System described in Annex XII

and confirmed by the Operators (NOR 6 – preliminary results confirmation of the Operational Procedures), prior to TSOs' final confirmation, which shall comprise:

a) the single clearing price for each Bidding Area and Market Time Unite (MTU) in EUR/MWh,

b) the single net position for each Bidding Area and each MTU,

c) the approximation of matched volumes of each NEMO trading hub per Bidding Area for each relevant MTU,

e) the scheduled exchanges between Bidding Area s (in case of direct current interconnectors separately for each of them) and between scheduling areas,

d) scheduled exchanges between NEMO trading hubs per Bidding Area for each relevant MTU,

f) the information which enables the execution status of orders to be determined, and

g) the acceptance ratio for each block as defined in the day-ahead products,

plus such other results as the Parties may agree from time to time to be incorporated in the above list;

"PUN": means the Italian uniform purchase price;

"PX": means any legal person that operates a business which facilitates for its customers (via an appropriate IT platform) the execution of day-ahead and/or intraday wholesale electricity contracts for physical delivery;

"Quarterly Account": shall have the meaning set forth in Section 1.1.6.2., letter b) of Annex VII (Cost sharing, monitoring and settlement);

"Quarterly Report": shall have the meaning set forth in Section 1.1.4.4. of Annex VII (Cost sharing, monitoring and settlement);

"Requirement": means the description of any update, upgrade, modification or new development of the DA MCO Function Assets approved by the NEMO DA SC;

“Results”:	means the results calculated by the Coordinator, the Backup Coordinator and by any Operator through the DA MCO Function System described in Annex XII, not yet confirmed as Preliminary Market Coupling Results, which shall comprise: a) the single clearing price for each Bidding Area and Market Time Unite (MTU) in EUR/MWh, b) the single net position for each Bidding Area and each MTU, c) the approximation of matched volumes of each NEMO trading hub per Bidding Area for each relevant MTU, e) the scheduled exchanges between Bidding Areas (in case of direct current interconnectors separately for each of them) and between scheduling areas, d) scheduled exchanges between NEMO trading hubs per Bidding Area for each relevant MTU, f) the information which enables the execution status of orders to be determined, and g) the acceptance ratio for each block as defined in the DA products, plus such other results as the Parties may agree from time to time to be incorporated in the above list;
“RIO”:	means the rules of internal order of the NEMO DA SC set forth in Annex V;
“Secretary”:	shall have the meaning set forth in Section II 1.3 of Annex V (RIO);
“Serviced NEMO”:	means an Operational NEMO which has delegated, at least, its performance of DA MCO Function Operations to its Servicing NEMO, according to a bilateral service provision agreement;
“Servicing NEMO”:	means, in respect of each Serviced NEMO, a DA MCO Function Asset Co-Owner acting in the name and for the account of such Serviced NEMO for at least the performance of DA MCO Function Operations;
“Single Day Ahead Coupling” or “SDAC”:	means the auctioning process described under article 2(26) of the CACM Regulation;
“Single Intra Day Coupling” or “SIDC”:	means the continuous trading process described under article 2(27) of the CACM Regulation;
“Socializing Party”:	shall have the meaning set forth in Section 2.1.4. of Annex VII (Cost sharing, monitoring and settlement);
“Standard Daily Rate”:	shall have the meaning set forth in Section 1.1.3.3. of Annex VII (Cost sharing, monitoring and settlement)

"Suspended Party":	means, with respect to any one or more Parties, the suspension of such Parties' participation in the Agreement by the other Parties in accordance with Article 15.3;
"Suspension Plan":	has the meaning set forth in Article 15.4;
"Testing and Simulation Procedure":	means the procedure set in Annex IV (Change Control Procedure) governing the rights and obligations of the Parties regarding testing of and performing simulations with the DA MCO Function System in order to verify operational readiness to perform operations in compliance with the Operational Procedures and the acceptance criteria to be determined by the NEMO DA SC;
"Third Party Service Provider":	means a provider of works or services for the benefit of all Parties different from the Third Party Service Providers of the DA MCO Function Assets;
"Third Party Service Provider of the DA MCO Function Assets":	has the meaning set in Article 4.11.3;
"Trading Platform"	means the IT infrastructure to which Bids are submitted by market participants. The Trading Platform may be operated either by an Operational NEMO or by a PX to which an Operational NEMO has delegated the activity of collecting the Bids
"TSO":	means Transmission System Operator;
"TSO Vote":	means the collective vote that TSOs submit for the purposes of MCSC decisions under DAOA;
"Voluntary Exit":	means, with respect to any one or more Parties, the termination of such Parties' participation in the Agreement on such Parties' own initiative in accordance with Article 15.1;
"Voluntary Exit Party":	has the meaning set forth in Article 15.1.1;
"Voting Member":	means the Party that in accordance with Article 9.3 is entitled to vote on the concerned decision;
"Working Hours":	means 9 am to 5 pm CET on each Business Day;

1.2. Interpretation Rules

1.2.1. For the purposes of this Agreement, all capitalised words and phrases in this Agreement shall, unless the context otherwise requires, have the meanings attributed to them in the Article 1 of this Agreement.

1.2.2. In connection with the interpretation of this Agreement:

i) No provision of this Agreement shall be interpreted adversely against a Party solely because that Party was responsible for drafting that particular provision.

ii) Words denoting the singular shall include the plural and vice versa. Words denoting one gender shall include another gender.

iii) The headings of clauses or Annexes are inserted for convenience only and do not affect their interpretation.

iv) 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.

v) All references to Articles, Recitals or Annexes refer to the corresponding Articles, Recitals or Annexes of this Agreement as amended, supplemented or modified from time to time, unless otherwise specified. All references to Sections refer to the corresponding Sections of Annexes to this Agreement as amended, supplemented or modified from time to time, unless otherwise specified.

vi) Any Annex referred to in this Agreement forms an integral and inseparable part of this Agreement. Any reference to this Agreement includes a reference to its Annexes and vice versa.

1.2.3. Conflicts or incompatibilities

1.2.3.1. Unless differently provided within this Agreement, in case of any conflict or incompatibility between:

i) the provisions in the main body of this Agreement and the contents of the Annexes, the wording of the main body of this Agreement shall prevail;

ii) this Agreement and the PCR Cooperation Agreement, the provisions of this Agreement shall prevail.

1.2.3.2. In the event of a conflict or incompatibility between the DAOA and this Agreement, the NEMO DA SC shall attempt to clarify such conflict or incompatibility.

1.2.3.3. In the event of a conflict or incompatibility between this Agreement on the one hand and the ANCA on the other hand, the NEMO DA SC shall attempt to clarify the conflict or incompatibility and in the event that the NEMO DA SC fails to reach a common interpretation, it shall escalate according to Article 17 (Dispute resolution) this issue to the NEMO Committee which,

according to the relevant ANCA provisions, shall provide a guidance for solving such conflict or incompatibility which shall be endorsed and implemented by the NEMO DA SC as the case may be.

2. ARTICLE SUBJECT MATTER

2.1. The scope of this Agreement is to set forth:

i) the main principles of the Cooperation in respect of DA MCO Function Operations and DA MCO Function Assets development, consistently with the CACM Regulation and the MCO Plan;

ii) the terms and conditions under which the DA MCO Function Operations shall be performed;

iii) the relationship between the Non Co-owner NEMOs and the DA MCO Function Assets Co-owners.

3. ARTICLE CONTRACTUAL DOCUMENTS AND PRECEDENCE

3.1. The documents constituting this Agreement are:

i) The main text of the Agreement; and

ii) The following Annexes attached to this Agreement:

a. Annex I DA MCO Function Assets and Individual Assets' list; list of agreements in force with Third Party Service Provider of the DA MCO Function Assets at the time of the entering into force of the ANDOA;

b. Annex II High level functional architecture;

c. Annex III Procurement Approach;

d. Annex IV Change Control Procedure including complete Testing and Simulation Procedure;

e. Annex V RIO;

f. Annex VI Parties’ general, invoicing and OPSCOM contact details;

g. Annex VII Cost sharing, monitoring and settlement;

h. Annex VIII Standard power of attorney for third party services;

i. Annex IX Confidentiality Declaration for Accession and Standard Adherence Form to the ANDOA;

j. Annex XI Technical Readiness for the Coordinator, Back Up Coordinator and Operator;

k. Annex XII Operational Procedurese;

l. Annex XIII List of Operational Parties at the time of entering into force of the ANDOA.

m. Annex XIV Controllers' Information (personal data protection).

4. ARTICLE GENERAL PRINCIPLES

4.1. Main Features of the DA MCO Function Operations and DA MCO Function Assets development

4.1.1. The Parties agree to cooperate to i) develop and implement the DA MCO Function Assets, together with the DA MCO Function Assets Co-Owners, and Individual Assets

and ii) perform DA MCO Function Operations on the basis of the following main features:

i) The DA MCO Function Operations are jointly managed by all Parties it being understood that the implementation of the DA MCO Function Operations is an individual responsibility

of each NEMO to be performed in coordination with all other NEMOs;

ii) the DA MCO Function Operations are performed on a daily basis through the operation of the Day Ahead MCO Function System in accordance with the Operational Procedures;

iii) An Operational NEMO participates in the DA MCO Function Operations according

to one of the following options:

a. directly, as Operator or Coordinator and Backup Coordinator. It is understood that a Party shall perform the role of Operator or Coordinator and Backup Coordinator either as DA MCO Function Assets Co-owner or DA MCO Function Assets Licensee;

b. indirectly, as Serviced NEMO. In such case its Servicing NEMO shall perform the Operator's activities on behalf of such Serviced NEMO.

iv) The operation of the Trading Platform remains the individual responsibility of each Operational NEMO and falls outside the scope of this Agreement although it shall ensure compliance with the Operational Procedures in accordance with this Agreement;

v) The necessary arrangements with the TSO(s) / competent regulators or other third parties for an Operational NEMO to have cross border capacity made available and to ensure the related cross border shipping for the Single Day Ahead Coupling fall outside the scope of this Agreement;

vi) The Parties shall jointly manage the relationship with the TSOs under the Day Ahead Operational Agreement (“DAOA”);

vii) The Parties agree that the congestion revenue related to the cross border capacity taken into account for the Single Day Ahead Coupling shall be reattributed to the TSOs / competent regulators in accordance with the Applicable Law and the agreements entered into with these TSOs or the competent regulators (if any); to this aim the Parties shall cooperate to provide to the TSOs / competent regulators all necessary information needed to distribute the congestion revenue.

4.2. Best Effort obligations

Obligations of the Parties under this Agreement are Best Efforts obligations (“obligation de moyens” / “middelenverbintenis”) unless it is explicitly specified herein that an obligation is an obligation of results (“obligation de résultat” / “resultaatsverbintenis”).

4.3. No joint and several obligations

Unless expressly provided otherwise under this Agreement, the Parties are each liable for their individual commitments hereunder only and shall not bear any joint and several liability to any other Party or to any third party.

4.4. Good faith cooperation and non-discriminatory treatment

The Parties shall exercise their rights and perform their obligations under this Agreement in good faith and shall adopt a fair and loyal treatment towards each other, bearing in mind their mutual interest and the multilateral spirit of the cooperation according to which all Parties should benefit from

non-discriminatory treatment.

4.5. Adherence on non-discriminatory terms

This Agreement is open to the adherence of any any legal person designated as a NEMO from time to time pursuant to the CACM Regulation and Applicable Law. The adherence to this Agreement shall be on non-discriminatory terms and shall be managed by the current Parties to this Agreement in accordance with the provisions of the Article 8 (Adherence and observership).

4.6. Project Cooperation

i) The Cooperation is based on the fundamental principle of subsidiarity and decentralization, meaning that, apart from the provisions which are strictly necessary to facilitate the Cooperation, each Party will retain its full independence and self-determination with respect to its own business;

ii) Each Party is individually responsible for ensuring that its participation in the Cooperation is compliant with Applicable Law (in particular but not limited to Applicable Law relating to public procurement and competition). To the extent that a Party violates Applicable Law by entering into this Agreement or by performing its obligations under this Agreement or by exercising its rights under this Agreement, it will hold harmless in accordance with Article 12 (Liability) the other Parties and indemnify them for any direct damage or loss incurred as a result of a third party claim (including claims of public, administrative or regulatory authorities).

iii) The Parties commit to comply with the terms of the CACM Regulation, the MCO Plan and the other agreed CACM Regulation methodologies.

4.7. Evaluation of the Cooperation

i) The Parties agree to subject the performance of this Agreement to a yearly evaluation by the NEMO Committee or an ad hoc evaluation by the NEMO Committee at written request of one or more Parties, with a view to examine possible improvements to the cooperation;

ii) A written request for evaluation formulated by one or more Parties shall contain one or more proposals for possible improvements.

4.8. State of the art performance

i) Each Party shall perform its obligations under this Agreement:

a. In compliance with all requirements of this Agreement and Applicable Law;

b. In compliance with good practice, state of the art and professional standards applicable to the type of obligations required to be performed during the term of this Agreement;

c. By no later than such target dates and/or target deadlines specified under this Agreement and as the NEMO DA SC may determine from time to time in accordance with the terms of this Agreement;

d. Using, where appropriate, suitable materials and/or equipment and trained and competent staff for the execution of its obligations under this Agreement;

e. With a view to ensuring the proper implementation of this Agreement; and

f. With all necessary licenses and authorisations.

ii) Each Party declares, by signing this Agreement, that it has the knowledge, experience and human and technical competences and resources necessary for the satisfactory performance of its obligations in accordance with this Agreement.

4.9. Competition Law Compliance

Each Party shall exercise due care and attention for the entire duration of this Agreement with regards to the compliance of its Agreement and its performance and the implementation and/or operation of the SDAC with competition law. The Cooperation is operated on the basis of the principle of subsidiarity and decentralization, meaning that it aims at delivering market coupling solutions while respecting the independence, autonomy and self-determination of each Party and the differing regulatory situations of each EU Member State and individual Party. Notwithstanding the exchange of information necessary for the achievement of the SDAC, each Party shall remain at all times autonomous in as strict a manner as possible with regards to its business, strategy, product design, commercial policy, prices definition, etc.

4.10. Delegation of Obligations

4.10.1 Each Party shall be entitled to delegate all or part only of the performance of any of its obligations under this Agreement to any other Party or any third party (other than any TSO) provided that:

a. such delegation is made in compliance with the requirements of article 81 of the CACM Regulation which applies mutatis mutandis; and

b. a declaration is signed by the delegate and provided to the delegating Party to the effect that there is no conflict of interest arising from or in connection with such delegation.

Should the delegation concern DA MCO Function Operations of a Serviced NEMO to its Servicing NEMO, Article 4.10.1 b) shall not apply.

4.10.2 Where, following any delegation to any third party made pursuant to clause 4.10.1 above, the delegating Party seeks to nominate such third party to represent it at one or more meetings of the NEMO DA SC:

a. the delegating party shall inform the NEMO DA SC in advance of the relevant NEMO DA SC meeting, and shall provide the NEMO DA SC with a copy of the declaration signed by such third party pursuant to clause 4.10.1 (b); and

b. The NEMO DA SC (excluding the vote of the delegating Party) will have a right to approve in advance the attendance of such third party, provided that any rejection by the NEMO DA SC must be accompanied by the NEMO DA SC's reasons for such rejection.

4.10.3 A Party delegating all or part only of the performance of any obligation under this Agreement shall at all times remain fully responsible and liable towards the other Parties for the performance of the delegated tasks in accordance with this Agreement and the fulfilment of its obligations under this Agreement and under the CACM Regulation.

4.10.4 Each Party acknowledges that it may:

a. be represented by its own directors, management and/or employees and such representation shall not be treated as a delegation for the purposes of this article 4.10; and/or

b. be represented by other Internal Resources on any one or more work groups and/or task forces and such representation shall not be treated as a delegation for the purposes of this article 4.10.

4.11. Service Providers

4.11.1 The Parties may decide to jointly appoint a Third Party Service Provider to perform works or services to the benefit of all Parties in the context of the performance of this Agreement. In such event the following principles shall apply:

i) Unless otherwise agreed in writing by the Parties, any agreement with a Third Party Service Provider shall be entered into by one of the Parties (hereafter the "Contracting Party"), either in its own name and for the account of all the Parties or a subset of Parties or in the name and for the account of all the Parties or a subset of the Parties, on the basis of the standard form of power of attorney attached hereto as Annex VIII (Standard power of attorney for third party services);

ii) Unless otherwise agreed in writing by Parties, any agreement with a Third Party Service Provider shall be entered into only after having followed the procedure set forth in Annex III (Procurement Approach).

iii) Any agreement with the Third Party Service Provider shall be based on the standard form agreement attached as annex 3 (Third Party Service Provider Agreement) to Annex VIII (Standard

power of attorney for third party services) as supplemented by the further instructions decided upon by the Parties as the case may be;

iv) The Third Party Service Provider Agreement shall foresee the possibility to terminate such agreement in the event of termination of the Cooperation;

v) Notwithstanding any right for unilateral termination, the decision to terminate a Third Party Service Provider Agreement shall always be a joint decision of all Parties; and

vi) The Parties commit to cooperate to ensure good performance of their joint commitments (if any) under any Third Party Service Provider Agreement and to ensure good performance by the Third Party Service Provider.

4.11.2 The agreement with the Third Party Service Provider shall be compliant with Annex VIII (Standard power of attorney for third party services) and shall include at least the following elements:

i) The possibility for the Parties to request additional services and any consequent changes to fees payable under such agreement, where appropriate, and/or the level of resources to be provided by the relevant Third Party Service Provider, in particular (but not limited to) those circumstances where such changes to the agreement are required by law or by competent administrative or judicial authorities;

ii) The obligation for the Third Party Service Provider to inform the Parties as soon as reasonably possible or practical on possible improvements that could be undertaken to improve the efficiency and the quality of the services;

iii) The obligation for the Third Party Service Provider to provide the Parties with all information and assistance necessary to explain the functioning of the developments towards any Competent Authority, the TSOs or the market participants, as required;

iv) The Third Party Service Provider shall treat the Parties assigning the work equally without any discrimination between them;

v) The principles in respect of delivery and delays in delivery,

provided always that the Parties may decide, to deviate from any one or more of the above requirements in paragraphs (i)-(v) to the extent reasonably necessary to secure a satisfactory conclusion of negotiations with the preferred Third Party Service Provider. Such deviation shall be recorded in the minutes of the appropriate NEMO DA SC Committee meeting.

4.11.3 Third Party Service Providers of the DA MCO Function Assets

4.11.3.1 The DA MCO Function Assets Co-owners undertake to procure and manage the development and maintenance of the DA MCO Function Assets in accordance with the applicable provisions of Annex IV (Change Control Procedure) and any other relevant provision of this Agreement. In particular, the DA MCO Function Assets Co-owners shall:

a. manage the implementation of change requests with Third Party Service Providers of the DA MCO Function Assets consistently with Annex IV (Change Control Procedure)

b. pay Third Party Service Providers of the DA MCO Function Assets consistently with the provisions of Annex VII (Cost sharing, monitoring and settlement).

4.11.3.2 The Non Co-owner NEMOs accept the Third Party Service Providers of the DA MCO Function Assets and acknowledge that there are contracts in place between them and the DA MCO Function Assets Co-owners at the time of the entering into force of this Agreement.

4.11.3.3 In the event of negotiations with the Third Party Service Providers of the DA MCO Function Assets, such as negotiations on change requests, the DA MCO Function Assets Co-owners shall regularly inform the Non Co-owner NEMOs on the status of such negotiations concerning directly the DA MCO Function Assets used for the DA MCO Function Operations, to the extent Non Co-owner NEMOs have access to the agreements in force with the Third Party Service Providers of the DA MCO Function Assets according to the terms and conditions of the PCR Confidentiality Declaration.

4.11.3.4 The NEMO DA SC shall unanimously approve all instructions to Third Party Service Providers of the DA MCO Function Assets to the extent needed for ensuring the proper performance of DA MCO Function Operations such as:

a. any binding or material decision;

b. any decision with an impact on the SDAC planning;

c. any decision with an impact on this Agreement’s budget;

d. change request to services provided by Third Party Service Providers of the DA MCO Function Assets;

e. amendments to the agreements with the Third Party Service Providers of the DA MCO Function Assets, or to conclude any agreement in relation thereto.

4.11.3.5 Following a successful claim of a Third Party Service Provider of the DA MCO Function Assets directly related to the provision of services for the DA MCO Function Assets, Non Co-owner NEMOs shall share on equal basis with the DA MCO Function Assets Co-owners (with all Parties bearing the same share) any indemnification that the DA MCO Function Assets

Co-owners are due to pay to a Third Party Service Provider of the DA MCO Function Assets - including any related procedural costs (including attorney's fees and internal costs) borne by the DA MCO Function Assets Co-owners, - provided that such claim:

a. is a direct consequence of instructions approved by the NEMO DA SC according to art. 4.11.3.4; and

b. does not derive from i) a breach of contract with the Third Party Service Provider of the DA MCO Function Assets which qualifies as fraud or intentional misconduct or gross misconduct or gross negligence committed by the DA MCO Function Assets Co-owners or ii) a breach of the Agreement by the DA MCO Function Assets Co-owners.

4.11.3.6 In the event of indemnifications paid by the Third Party Service Provider of the DA MCO Function Assets directly related to the provision of services for the DA MCO Function Assets, such indemnification shall be shared among the affected Non Co-owner NEMOs and the DA MCO Function Assets Co-owners proportionality to the amount of the effective individual damage.

In such event, Non Co-owner NEMOs shall share on equal basis with the DA MCO Function Assets Co-owners (with all Parties bearing the same share) any related procedural costs (including attorney's fees and internal costs) which the DA MCO Function Assets Co-owners would not be able to recover from the Third Party Service Provider.

4.11.3.7 Should a Non Co-owner NEMO suffer a direct damage from any act or omission of a Third Party Service Provider of the DA MCO Function Assets directly related to the provision of services for the DA MCO Function Assets, such Non Co-owner NEMO is entitled to request the DA MCO Function Assets Co-owners to lodge a claim against the Third Party Service Provider of the DA MCO Function Assets. Following such request, the relevant PCR SPOC shall then lodge the claim against the concerned Third Party Service Provider of the DA MCO Function Assets it being understood that:

i) only the relevant PCR SPOC shall lead the claim although fully cooperating with the concerned Non Co-owner NEMO in any response and defense as reasonably required;

ii) the relevant PCR SPOC shall not enter into any settlement without the prior consent of the concerned Non Co-owner NEMO, such consent not to be unreasonably withheld or delayed;

iii) the concerned Non Co-owner NEMO waives any right to claim compensation for damages from the DA MCO Function Assets Co-owners in case no or partial indemnification is paid by the concerned Third Party Service Provider of the DA MCO Function Assets;

iv) the concerned Non Co-owner NEMO shall indemnify the relevant PCR SPOC for any related procedural costs (including attorney's fees and internal costs) which the latter would not be able to recover from the Third Party Service Provider of the DA MCO Function Assets.

For the avoidance of any doubt, the liability and compensation limitations set forth in this Agreement and in the agreement in force with the Third Party Service Provider of the DA MCO Function Assets are in no way affected by this provision.

4.11.3.8 Should any third party set a successful claim based on the breach of procurement law that is not applicable to the DA MCO Function Assets Co-owners, the Non Co-owner NEMO(s) to whom such procurement law is applicable shall reimburse the DA MCO Function Assets Co-owners for any indemnification paid to such third party.

4.12. Information Exchange in case of anticipated delay

4.12.1 In the event a Party becomes aware of any facts or circumstances which may affect or may lead to any potential or threatened delay in completing any obligation in respect of its performance under this Agreement, it shall promptly inform the NEMO DA SC or any other body designated thereto by the NEMO DA SC of such facts or circumstances in reasonable detail, provided that revealing such information is compatible with the confidentiality undertakings of such Party as well as competition law provisions.

4.12.2 The concerned circumstances shall be discussed at the next available meeting of the NEMO DA SC or any other body designated thereto by the NEMO DA SC or, in case of urgency, at an earlier ad hoc meeting of the NEMO DA SC or any other body designated thereto by the NEMO DA SC. The NEMO DA SC or any other body designated thereto by the NEMO DA SC shall use its Best Efforts to find the appropriate solutions and/or measures to be implemented to prevent or minimise the delays and the possible damages arising thereof.

5. ARTICLE COOPERATION IN RESPECT OF DA MCO FUNCTION ASSETS AND INDIVIDUAL ASSETS

5.1. Principle

5.1.1. The Parties commit:

i) to cooperate to design, develop, test, implement and maintain the DA MCO Function Assets without prejudice to the ownership right upon the DA MCO Function Assets as per the PCR Co-ownership Agreement. The Parties by entering into this Agreement accept that the DA MCO Function Assets listed in Annex I, as updated from time to time, shall be used for the performance of DA MCO Function Operations:

ii) have in place the Individual Assets needed to ensure the proper performance of DA MCO Function Operations.

5.2. Title to DA MCO Function Assets

The rights pertaining to DA MCO Function Assets are owned by the DA MCO Function Assets Co-owners and are governed by the PCR Co-ownership Agreement. Therefore, it is understood that no Party shall gain by virtue of this Agreement contract any rights of ownership or interest in any Intellectual Property Rights owned by the DA MCO Function Assets Co-owners.

5.3. MCO Function Assets Co-owners

5.3.1. All Parties acknowledge and agree that the DA MCO Function Assets are made available by the DA MCO Function Assets Co-owners “as is” without any warranty or representation, express or implied, whatsoever, including but not limited to warranty of non-infringement of third party rights, warranties of merchantability and fitness for any particular purpose, in particular in respect of the correct functioning or the absence of defects or errors. For the avoidance of doubt, the foregoing is without prejudice to the obligation of the Parties to cooperate to jointly restore any hidden defects in DA MCO Function Assets possibly discovered in operating the DA MCO Function System.

5.3.2. As a consequence of Article 5.3.1, the DA MCO Function Assets Co-owners have no liability towards Non Co-owner NEMOs with respect to:

i) the DA MCO Function Assets not being fit for a particular purpose;

ii) non-compliance of the DA MCO Function Assets with local requirements;

iii) interruption of operations caused by DA MCO Function Assets;

iv) change requests to the DA MCO Function Assets approved by the Parties.

5.3.3. Apart from the obligations set under this Agreement, the DA MCO Function Assets Co-owners will keep their full independency and self-determination for their own business. In particular, the DA MCO Function Assets Co-owners are entitled to further or differently develop the DA MCO Function Assets which are co-owned pursuant to the PCR Co-ownership Agreement provided that they will bear the costs of such further or different development and such further or differently development has no identified impact on the functionalities of the DA MCO Function Assets. Differently, in the event of an identified impact on the functionalities of the DA MCO Function Assets, Annex IV (Change Control Procedure including complete Testing and Simulation Procedure) shall apply to such further or different development.

5.4. Design and Development of the DA MCO Function Assets

The Non Co-owner NEMOs shall jointly cooperate with the DA MCO Function Assets Co-Owners in the design and development of the DA MCO Function Assets in order to ensure that the DA MCO Function Assets are designed and developed in accordance with Annex II (High level functional architecture) and any further requirements and specifications established by the NEMO DA SC or any other body designated by the NEMO DA SC. Any changes to Annex II (High level functional architecture) and further requirements and specifications provided by the NEMO DA SC are subject to Annex IV (Change Control Procedure).

During the design and development process, the NEMO DA SC or any other body designated by the NEMO DA SC will coordinate and follow up the progress made by the Parties, possibly assisted in this task by ad hoc working groups as set forth in Annex V (RIO).

5.5. Testing and Implementation of the DA MCO Function System before Operational Dates

Any Party which at the time of the entering into force of this Agreement is not performing Market Coupling shall perform before its Operational Date the testing and simulations of the DA MCO Function System set under the Testing and Simulation Procedure. Such testing and simulations shall be coordinated with the procedures set under the DAOA.

5.6. Changes to the DA MCO Function Assets and Individual Assets

5.6.1. Any request for changes by a Party or a subset of the Parties to any of the DA MCO Function Assets and Individual Assets shall be formulated and handled in accordance with Annex IV (Change Control Procedure) in compliance with the following principles:

i) in case of changes to DA MCO Function Assets, Annex IV (Change Control Procedure) of this Agreement applies; in case of changes to Individual Assets, the Change Control Procedure solely applies to the extent that such change has an impact on the DA MCO Function Operations;

ii) Parties shall assure the consistency of the Annex IV (Change Control Procedure including complete Testing and Simulation Procedure) with the change control procedure set in the DAOA;

Following the final approval of the request for change to the DA MCO Function Assets by the Parties consistently with Annex IV (Change Control Procedure including complete Testing and Simulation Procedure) of this Agreement, the DA MCO Function Assets Co-owners shall request the relevant Third Party Service Provider of the DA MCO Function Assets to implement the approved change pursuant to Article 4.11.3 above.

5.6.2. If a request for change to the DA MCO Function Assets in accordance with Article 5.6 1 arises out of or in connection with a change in business processes, Market Rules or traded products of the requesting Parties which shall not be implemented for all Parties (hereafter referred to as a “NEMO’s Specific Functionality”), the other Parties shall accept the requested change to the DA MCO Function Assets and facilitate the implementation thereof, provided that the requested change is compatible with the Requirements and the other conditions set in Algorithm Methodology. The other Parties shall facilitate the implementation of a requested change to the DA MCO Function Assets to implement a NEMO’s Specific Functionality provided that the requesting Party(ies) pay(s) all the costs related to such change, it being understood that in the event of several requesting Parties each requesting Party shall pay its share of such costs consistently with the CACM Regulation and Annex VII (Cost sharing, monitoring and settlement). In the event a Party wishes at a later stage to also implement the NEMO’s Specific Functionality, it will be entitled to do so provided it pays its share in the costs for the change to the DA MCO Function Assets paid by the Party(ies) that requested the change consistently with the CACM Regulation and Annex VII. To this aim, the requesting Party(ies) shall provide the NEMO DA SC an overview of the costs incurred for the change to the DA MCO Function Assets as a result of the implementation of the NEMO’s Specific Functionality.

5.6.3. The foregoing is without prejudice to the obligation of the Parties to use at all times the same version of the DA MCO Function Assets for operating the Single Day Ahead Coupling.

5.6.4. Changes to the DA MCO Function Assets and/or Individual Assets subject to the Annex IV (Change Control Procedure including complete Testing and Simulation Procedure) shall only be put

into operation for the DA MCO Function Operations after having been duly tested in accordance with the provisions of the Annex IV (Change Control Procedure including complete Testing and Simulation Procedure), as the case may be, and provided such testing demonstrates compliance with the acceptance criteria as indicated in the Annex IV (Change Control Procedure including complete Testing and Simulation Procedure), unless the Party requesting the change to the DA MCO Function Assets and/or Individual Assets, respectively, assures or demonstrates, consistently with the Annex IV (Change Control Procedure including complete Testing and Simulation Procedure), that the requested change has no identified impact on the functionalities of the DA MCO Function Assets. For the avoidance of doubt, the requesting Party is responsible for the assessment made and/or proof provided in respect of the absence of identified impact on the functionalities of the DA MCO Function Assets and the other Parties shall be entitled to rely on such assessment without any further verification to be made by them consistently with Annex IV (Change Control Procedure including complete Testing and Simulation Procedure). The requesting Party shall be liable towards the other Parties pursuant to Article 12 for any misrepresentation, fault or negligence in such assessment.

5.7. Maintenance of DA MCO Function Assets and Individual Assets

5.7.1. Maintenance of the DA MCO Function Assets shall be managed by the DA MCO Function Assets Co-owners pursuant to Article 4.11.3 (Third Party Service Providers of the DA MCO Function Assets).

5.7.2. Each Party shall ensure the maintenance of the Individual Assets for which it is individually responsible, if any.

6. ARTICLE DAILY OPERATION OF THE DAY AHEAD MCO FUNCTION

6.1. Principles

6.1.1. Coupling

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6.1.2. Decoupling

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6.2. Coordinator role

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6.3. Backup Coordinator role

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6.4. Operator role

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ARTICLE COST SHARING, INVOICING AND PAYMENT BETWEEN PARTIES

The categorization approval, sharing, reporting, settlement and invoicing of the costs incurred under this Agreement shall be done in accordance with the CACM Regulation, MCO Plan and the details set forth in Annex VII (Cost sharing, monitoring and settlement).

8. ARTICLE ADHERENCE AND OBSERVERSHIP

8.1. Adherence

8.1.1. The Agreement is open to accession of any legal person designated as a NEMO from time to time pursuant to the CACM Regulation and Applicable Law. It is acknowledged by the Parties that accession to the Agreement is subject to the signing of the Accession Declaration and the approval of the NEMO DA SC. Unless differently decided by the NEMO DA SC, a designated NEMO which intends to accede to the Agreement shall adhere to the Agreement as Non Operational NEMO.

8.1.2. An Applicant shall address to the Secretary a written request for adhering to the Agreement. The Secretary shall inform such Applicant about the accession procedure and shall, provided that the Applicant is a party to the Global NDA or has executed a confidentiality declaration substantially similar to the template provided in Annex IX (Confidentiality Declaration for Accession and Standard Adherence Form to Agreement), provide it with a copy of the Agreement and the specimen Accession Declaration. The Applicant shall be bound by the provisions of the Accession Declaration with effect from its signature by or on behalf of the Applicant.

8.1.3. An Applicant is requested to become Party to the Agreement on the same date of its accession to the ANCA and to the DAOA or, in any case, not before completing its accession to such agreements.

8.1.4. An entity designated as a NEMO in a non-EU country not member of EEA may be entitled to request consistently with Articles 8.1.1, 8.1.2. and 8.1.3 above to accede to the Agreement subject to:

i) Applicable Law;

ii) the provision of the authorisation or designation granted by the Competent Authority of such Applicant;

iii) such accession being compliant with legal or regulatory requirements (e.g. an intergovernmental agreement with the EU), if any, to enter into the Agreement.

8.2. Observership

8.2.1. Any PX, having its operations within or outside the EU, may, following a written request to the NEMO DA SC, be granted by a NEMO DA SC decision the status of Observer, for the purpose of acceding at a later stage to the Agreement, in the following cases:

i) in the case of PX being a designated NEMO and having its operations either: (a) in a country within the EU; or (b) within a non-EU country which has a valid intergovernmental agreement in place, provided the PX accedes to the Global NDA or or has executed a confidentiality declaration substantially similar to the template provided in Annex IX (Confidentiality Declaration for Accession and Standard Adherence Form to Agreement);

ii) in the case of a PX not being a designated NEMO and having its operations in a country within the EU or within a non-EU country which has a valid intergovernmental agreement in place, the NEMO DA SC may grant the status of Observer subject to: (a) satisfactory evidence being provided to the NEMO DA SC that at least one NEMO designation application has been lodged in accordance with article 4 of the CACM Regulation (or equivalent where an intergovernmental agreement is in place); (b) satisfactory evidence being provided to the NEMO DA SC that the PX has the support of its NRA (or other Competent Authority) regarding the integration of the PX's markets within SDAC; (c) the accession to the Global NDA or has executed a confidentiality declaration substantially similar to the template provided in Annex IX (Confidentiality Declaration for Accession and Standard Adherence Form to Agreement); and (d) such further conditions as the NEMO DA SC may determine to be appropriate in all the circumstances; or

iii) in the case of a PX not being a designated NEMO and having its operations within a non-EU country (or countries) for which there is no valid intergovernmental agreement in place, the NEMO

DA SC may grant the status of Observer subject to: (a) compatibility with Applicable Law; (b) satisfactory evidence being provided to the NEMO DA SC that the necessary intergovernmental agreements are under negotiation; and (c) satisfactory evidence being provided to the NEMO DA SC that the PX has the support of its NRA (or other Competent Authority) regarding the integration of the PX's markets within SDAC; (d) satisfactory evidence being provided to the NEMO DA SC that there is an intention to physically couple the PX's markets to the existing SDAC; (e) the accession to the Global NDA or the signature of a confidentiality agreement or declaration with substantially similar terms and conditions as the Global NDA; and (f) such further conditions as the NEMO DA SC may determine to be appropriate in all the circumstances.

8.2.2. Any PX granted the status of Observer in accordance with the provisions of this Article 8.2 may be granted access to such documentation and may be entitled to participate in such meetings relating to the Cooperation as may be decided by the NEMO DA SC. For the avoidance of doubt, an Observer shall have no voting rights.

9. ARTICLE GOVERNANCE

9.1. General principles

Parties shall cooperate in close consultation with each other to give this Agreement full effect. To this aim, the Parties have set up the following governing bodies in order to ensure the smooth and the efficient performance of the Agreement.

9.2. The NEMO Day Ahead Steering Committee (NEMO DA SC)

9.2.1. The NEMO DA SC comprises representatives from all Parties with all necessary power of representation appointed to this aim. Except for matters that fall under the competences of the NEMO Committee according to the provisions of the ANCA, according to the MCO Plan and the CACM Regulation, the NEMO DA SC, in accordance with the provisions set forth in of the Annex V (RIO), has the competence to decide on all matters that arise within the scope of this Agreement such as, without limitation:

i) change requests to and new developments of the DA MCO Function Assets consistently with the Annex IV (Change Control Procedure including complete Testing and Simulation Procedure) and with the relevant guidance approved by the NEMO Committee pursuant to Article 9.2.1 n. iii) below, if applicable;

ii) external communication;

iii) proposals for investment, budget and planning for the further development of the DA MCO Function Assets, to be submitted to and approved by the NEMO Committee;

iv) terms and conditions of contracts to be entered into with Third Party Service Providers;

v) requests of Observership;

vi) proposal of amendments to this Agreement;

vii) rules and procedures governing the DA MCO Function Operations;

viii) NEMO Vote decisions on matters which concern, solely, the scope of the DAOA. For the avoidance of any doubt, NEMO Vote decisions on Joint Matters shall be decided by the NEMO Committee.

9.2.2. The NEMO DA SC, in accordance with the provisions set forth in of the Annex V (RIO), shall be supported by the Secretary, the DA Operations Committee/OPSCOM and any other body created by the NEMO DA SC for the good implementation or operation of this Agreement. Parties shall ensure proper level of representation with proper delegated powers to take decisions and ensuring at the same time the support of appropriate persons with suitable skills and competences to contribute to the relevant instances.

9.2.3. The NEMO DA SC may delegate its powers to other bodies it deems necessary to create for the good implementation or operation of this Agreement. For the avoidance of doubt, only decisions made by the NEMO DA SC within its powers are binding for the Parties, unless such power has been delegated to another body designated by the NEMO DA SC.

9.2.4. Decisions of the NEMO DA SC or of any body to which the NEMO DA SC has delegated its powers shall be binding provided they are taken in accordance with the Annex V (RIO) and are compliant with this Agreement.

9.2.5. Each meeting of the NEMO DA SC, the DA Operations Committee or of any other body created by the NEMO DA SC shall be recorded in minutes and such minutes shall be approved by the Parties according to the Annex V (RIO).

9.2.6. The NEMO DA SC shall from time to time appoint one of their members to act as chairperson (the “Chairperson”) in accordance with the relevant provisions of the Annex V (RIO).

9.3. Decision making

9.3.1. Decisions of the NEMO DA SC, and of any new decision making bodies created pursuant to Article 9.2.2 on the subjects for which they are empowered as described in the Agreement, shall be taken by unanimity of the relevant Voting Members for the category of decisions set under Article 9.4.2 consistently with Annex V (RIO). Each Party shall have one (1) vote. For the avoidance of doubt, decisions to be taken under article 9 of the CACM Regulation are not governed by this Agreement.

9.3.2. The decision shall be escalated to the NEMO Committee if no unanimity can be reached among Voting Members provided this falls within the competence of the NEMO Committee as described in paragraph 4.7 of Annex V (RIO) of the ANCA.

9.3.3. Parties shall exercise their voting rights in the NEMO DA SC in accordance with Article 4.4 (Good faith cooperation and non-discriminatory treatment). Except in case of non-compliance with Article 4.4 of this Agreement, the fact that the NEMO DA SC cannot make a unanimous decision cannot be considered as a breach of the Agreement, and therefore not be basis for any legal dispute or proceeding (litigation or arbitration).

9.4. Voting Members

9.4.1. The rules below set forth which Party shall be considered as Voting Member at a meeting of the NEMO DA SC or of any other body created by the NEMO DA SC. For the avoidance of doubt, any Party that, pursuant to any provision of the Agreement is not entitled to vote (such as in the cases mentioned in Article 15.2 (Forced Exit), Article 15.3 (Suspension) and Article 15.4.5 (voting rights during exit or suspension), shall not be a Voting Member for the matters for which its vote is excluded.

9.4.2. Any decision to be taken by the Voting Members shall fall under one of the following categories:

i) "Common Decisions" shall refer to any decision in the context of this Agreement different from an Operational Decision. With respect to Common Decisions, all Parties shall be considered as Voting Members. For the avoidance of doubt, decisions regarding change requests that are related to further developments, i.e. new version of the algorithm or the DA MCO Function Assets, fall under the category of Common Decisions; or

ii) "Operational Decisions" shall refer to decisions taken in the context of the day to day management of the DA MCO Function Operations which apply to all Operational NEMOs. With

respect to Operational Decisions only Operational NEMOs shall be considered as Voting Members. The following decisions, shall be considered, but without limitation, as Operational Decisions:

a. decisions regarding Common Costs for the execution of the DA MCO Function Operations as further detailed in Annex VII (Cost sharing, monitoring and settlement;

b. decisions regarding change requests under the Change Control Procedure which are necessary to ensure the continuity of DA MCO Function Operations for all Operational NEMOs. 9.5. Protection of the interests of the Non-Operational NEMOs

9.5.1. In the event that a decision of the Operational NEMO has or is likely to have a material adverse effect on the interests of one or more Non-Operational NEMO, the affected Non-Operational NEMO shall be entitled to raise its/their concerns in respect of such decision to the NEMO DA SC. In such event the affected Non-Operational NEMO shall submit a written notice to the NEMO DA SC within five (5) Business Days from the date on which the Operational Parties' decision was made available to the Non-Operational NEMO, together with an explanation of the alleged material adverse effect. In case of more than one affected Non-Operational NEMO, the notice can be done jointly.

9.5.2. Operational Parties shall have the obligation to consider in good faith the concerns raised by the affected Non-Operational NEMO. In deviation from Annex V (RIO), the NEMO DA SC must meet within four (4) Business Days from the date of receipt of the written notice to resolve the objection against the escalated decision. Any decision in the matter shall be made unanimously among all Operational NEMO in the NEMO DA SC and the Non-Operational NEMO. Should the NEMO DA SC not solve the escalated decision in such meeting, the escalated decision shall be subject to Article 17 (Dispute Resolution). The disputed decision can only be suspended until such Dispute is solved if the NEMO DA SC unanimously agrees to suspend the decision. Decisions in respect of incident resolution can never be suspended. The foregoing is without prejudice to the not affected Non-Operational NEMOs' right to attend the NEMO DA SC meetings.

9.5.3. The Parties agree that an Operational Decision will be deemed, inter alia, to have a material adverse effect on the interests of the Non-Operational NEMO in the following cases:

i) if the decision leads to a postponement of the Operational Date of the affected Non-Operational NEMO; or

ii) if the decision leads to a financial impact upon the affected Non-Operational NEMO above 25.000 EUR per year.

10. ARTICLE CONFIDENTIALITY

10.1. Non Disclosure

10.1.1. The term “Confidential Information” used in this Agreement means the content of this Agreement and all information whether or not marked as confidential, including, but not limited to, slides, studies, Individual Input Data, Results, Preliminary Market Coupling Results and Market Coupling Results, Individual Assets, market research plans, marketing plans, concepts, designs, test results, processes, reports, records, findings, financial information, customer information, know-how, software, computer plans, flow charts, business plans, etc. directly or indirectly related to the Agreement and any information exchanged between the Parties or a subset during and in the context of its implementation, which a Party(ies) provide(s) or give(s) access to either orally, in writing, in electronic form or in any other form whatsoever to the other Party(ies) or to a Person indicated by a Party provided such Party is entitled to disclose to such Person under the Agreement.

10.1.2. In respect of Confidential Information, each Party hereby undertakes that it shall:

i) Not disclose, convey or transfer to any individual or entity other than a Party to this Agreement Confidential Information in any form whatsoever without the express, prior written consent (including email) of the concerned Party(ies) unless Article 6.8 applies; the concerned Party(ies) shall not withhold such consent in the context of the requesting Party’s transparency obligation as referred to in Article 6.8.3 (unless such obligation conflicts with other Applicable Laws) and in other cases such consent shall not unreasonably be withheld or delayed;

ii) Not use the Confidential Information in any way or for any purpose other than the performance of its obligations under this Agreement, unless this is previously and specifically authorized in writing (including email) by the concerned Party(ies);

iii) Not copy or reproduce Confidential Information in any form whatsoever except as may be strictly necessary for the performance of its obligations under this Agreement.

10.1.3. In the event of any unauthorized use or disclosure of Confidential Information each Party undertakes that it shall:

i) Immediately notify the other Party(ies) in writing (including email) and take all reasonable steps to mitigate any harmful effects the other Party(ies) may sustain or incur as a result of such a breach of this Agreement; and

ii) Indemnify the other Party(ies) in accordance with this Agreement.

10.1.4. The Parties agree that the obligations assessed by this Article 10 shall survive the termination for any reason whatsoever of this Agreement for a term of five (5) years.

10.1.5. In the case of a breach by a Party of any of its confidentiality obligations under this Agreement, the concerned Party shall be entitled to cease immediately the disclosure of any further Confidential Information and to claim full compensation for any damage occurred, according to Article 12.1.

10.1.6. The concerned Party shall have no liability towards third parties with respect to the use by a Party of any Confidential Information, unless otherwise expressly agreed in a separate written and signed agreement between the concerned Party and the other Parties.

10.1.7. The rights a Party may have against third parties pursuant to any other confidentiality agreement shall in no event restrict a Party’s right to claim damages under Article 12 from the breaching Party (to the extent that such damages have not yet been recovered by the claiming Party with the third party).

10.1.8. For the avoidance of any doubt, the PCR Confidentiality Declarations govern the disclosure to Non Co-owner NEMOs of confidential information pertaining the PCR Co-ownership Agreement and are not superseded by the entering into force of this Agreement.

10.2. Permitted Disclosure

10.2.1. A Party may disclose information it has received in the event one of the following conditions are met:

i) If it can demonstrate by written evidence that all Parties have agreed to such disclosure. The Parties agree that the exchange of information between the Parties and ANIDOA parties in the context of Article 9.2.1 viii) of this Agreement is always considered as permitted disclosure;

ii) If it can demonstrate by written evidence that the received information was known to it prior to the disclosure, through no breach of a confidentiality obligation towards the concerned Party;

iii) If it can demonstrate by written evidence that the received information has come into the public domain through no fault or negligence of a Party to this Agreement.

10.2.2. Each Party shall be entitled to disclose Confidential Information to its Internal Representatives and/or External Representatives only if the following conditions are met:

i) The Internal Representative or External Representative of a Party has a definite need to know such information for the execution of its assignment which must be strictly related to the performance of the Agreement. Each Party shall directly assume full responsibility for any acts of its Internal Representative or External Representative related to the disclosed Confidential Information;

ii) The Internal Representative or the External Representative is informed by the Party of the confidential nature of the Confidential Information and is bound to respect the confidential nature of the Confidential Information and undertakes not to use such Confidential Information for any purpose other than as is strictly related to the performance of their responsibilities in connection with the scope of this Agreement under terms at least equivalent to the terms of the Agreement;

iii) The necessary procedures and protections must have been put into place by the disclosing Party so as to prevent disclosure and further use of such Confidential Information in the event such Person is no longer an Internal Representative or External Representative of the disclosing Party;

iv) Consistently with Article 12.2.2 i), the disclosing Party is and shall at all times remain fully liable for any breach by its Internal Representative or External Representative of the confidentiality obligations; and

v) The disclosing Party undertakes to have sufficient procedures and protections in place in order to enforce and maintain confidentiality and prevent any unauthorized use and/or disclosure of such Confidential Information by its Internal and External Representatives to whom Confidential Information is disclosed.

10.2.3. In cases of doubt as to whether information is Confidential Information or whether Confidential Information may be disclosed pursuant to this Article, confidentiality shall be maintained until written confirmation has been obtained from the other Parties that one of the above exclusions under Article 10.2.1 applies.

10.2.4. Each Party is entitled to disclose at its own initiative Confidential Information to its relevant NRA and/or Competent Authority provided that:

i) such relevant NRAand/or Competent Authority is informed by the recipient Party of the confidential nature of the Confidential Information; and

ii) such Confidential Information does not represent opinion or data of one or several other Parties;

iii) For the avoidance of any doubt, Parties are entitled to disclose individual costs incurred by Party or its individual obligation(s) related to this Agreement to its relevant NRA and/or Competent Authority.

It is understood that this provision does not apply to the Individual Input Data, Results, Preliminary Market Coupling Results and Market Coupling Results.

10.3. Request by Competent Authorities

10.3.1. The Parties shall cooperate to respond as adequately, consistently and within the mandatory timeframes to any information request issued by a Competent Authority in relation to this Agreement when such information request relates to more Parties than the addressed Party. Each Party shall provide the addressed Party with information upon its request to the extent reasonably necessary for the latter to respond to such a Competent Authority's request and subject to Article 11.4.

10.3.2. In the event the request for information by the Competent Authority is based on only national regulatory provisions and no information about other Parties is requested, such request for information is to be regarded as a mere local request that is not governed by this Article.

10.3.3. In case a Party receives an information request from a Competent Authority which does not fall under the previous Article 10.3.2, it shall, to the extent compliant with Applicable Laws and to the extent the request is duly justified by Applicable Law, prior to any communication of information:

i) to the extent lawful, such Party undertakes to notify each other Party of the existence, terms and circumstances surrounding such request or legal obligation prior, if possible, or in any case soon after proceeding with any disclosure, provided that such disclosure does not constitute a breach of national rules;

ii) each Party shall cooperate to respond adequately, consistently and in time; and

iii) should such information be intended to be published by the relevant Competent Authority, the recipient Party shall agree with the Disclosing Party(ies) in providing a non-confidential version

of such Confidential Information for this publication, under the exception of mandatory rules or court or administrative orders or information requested by administrative, regulatory or court authorities in which case the publication shall not be constrained.

10.4. The Parties are aware of the fact that certain Party(ies) in Norway, Romania, Sweden, Denmark, Finland, the Czech Republic and Slovenia are subject to acts relating to the right of access by the public, under certain conditions, to documents held by public authorities and public undertakings (so-called "freedom of information acts") or to the legal obligation of publishing all relevant documents named by particular national legislation (so called "act on registration of contracts") and may therefore be forced to disclose some or all of the terms of the Agreement or other information pertaining to such Party(ies). The same shall apply in case similar legal regimes exist in other jurisdictions. Without prejudice to the provisions of this Article 10 (Confidentiality), any Party subject to such a disclosure obligation shall use its Best Efforts to ensure that no Confidential Information is disclosed during the course of complying with such obligation, including by (in consultation with the Disclosing Parties where it is reasonable for it to do so) redacting all such Confidential Information from any materials or documents (in whatever form) prior to such disclosure, so that sharing of Confidential Information is avoided.

11. ARTICLE - COMMUNICATION TO THIRD PARTIES

11.1. The Parties shall be free to express written or oral positions or opinions about all the Single Day Ahead Coupling related matters in their own name, provided they do not prejudice or negatively affect the collective and/or individual interests or the reputation of the other Parties.

11.2. The Parties shall not express positions or opinions in the name of one or more other Party(ies) unless they have been explicitly mandated to do so in writing.

11.3. The Parties shall communicate at all times correct and accurate information.

11.4. The Parties acknowledge the goal to present commonly agreed positions on the Single Day Ahead Coupling, but agree each Party may present and discuss its own views on the Single Day Ahead Coupling with NRAs, ACER, TSOs, the European Commission and any other Competent Authority. In doing so, Parties may use relevant materials developed within the Cooperation set under this Agreement regarding project planning, cost estimates, and descriptions/evaluations of options/issues without prejudice to the rights of the parties to PCR Co-Ownership Agreement. Such

materials should be used fairly and without distortion. For the purpose of presenting commonly agreed position, Parties should provide to the other Parties copies of material they intend to use in this context for ACER and the European Commission at least three (3) Business Days in advance, and should amend any references to such material where other Parties reasonably can show it may be misleading.

11.5. In the event a communication by a Party does not comply with this Article 11, the other Parties are entitled to request such Party to publicly correct its communication, without prejudice to any other rights or remedies under this Agreement or by law.

11.6. In the event of an Incident impacting the coordinated matching, a commonly agreed position and a commonly agreed communication, as set forth in the Operational Procedures (if any), will be approved by the Parties prior to any external communication. Each Party remains liable for its own order book, and is, as such free to communicate with its clients/customers provided that such communication does not impair the commonly agreed position and uses as much as possible the commonly agreed communication (if any).

11.7. Prior to any joint communication of the Parties regarding a commonly agreed position on any issue relating to this Agreement, the NEMO DA SC shall give its formal approval on the content of such communication. Each joint communication shall bear the logo of each Party.

12. ARTICLE - LIABILITY

12.1. General provisions

12.1.1. Except specifically provided otherwise, such as the liability regime provided under Article 18.11.7 (Personal Data), in case of a breach (whether by act or omission) by (a) Party(ies) of any of its (their) obligations under this Agreement, the other Party(ies) shall be entitled to claim compensation for all incurred direct losses, damages, charges, fees or expenses, arising out, or resulting from such breach to the extent this breach qualifies as i) fraud (“bedrog”/ “fraude”), ii) intentional misconduct (“opzettelijke fout”/”faute intentionnelle”) or iii) gross misconduct (“grove fout”/”faute grave”) committed by the liable Party(ies).

12.1.2. Limits to compensation obligations

i) The liability of a Defaulting Party for compensation caused by a breach (whether by act or omission) of a contractual obligation arising out of the Agreement is limited to i) the loss that the defaulting party foresaw or could reasonably be expected to have foreseen at the time when the

contractual obligation was concluded as a likely result of such breach and in any event ii) the cap set under 12.1.2 n iii) below, unless the non-performance was intentional or fraudulent.

ii) The Party(ies) shall not be liable for any incidental, indirect or consequential damages including, but not limited to loss of opportunity, loss of goodwill, loss of business, loss of profit, reputation damage in connection with or arising out the Agreement.

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12.1.3. The Parties are responsible for any action or conduct of their employees, assistants, consultants, contractors and/or agents, provided that the conditions required under this Article are met.

12.1.4. If a breach of this Agreement may occur, the Parties shall take reasonable steps to mitigate the negative consequences of such breach.

12.1.5. The Parties acknowledge that any breach of this Agreement may cause irreparable harm, and agree, consistently with Article 17.11 that a Party shall be entitled, in the event of such a breach, to apply for injunctive relief to enforce obligations under this Agreement in addition to any other rights and remedies it may have by law or contractual arrangement, to the fullest extent permitted by law.

12.2. Waivers

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12.2.4. Each Daily Observer explicitly waives any right to claim against any Operator compensation for damages related to any information on the DA MCO Function Operations which was not received for any reason during its performance.

12.2.5. The Parties that have entered into the Full MLA and the Limited MLA hereby terminate these agreements as of the entry into force of this Agreement, without prejudice to any survival provision set therein. For the avoidance of doubt, this Article 12.2 (Waivers) shall apply to any claim for Operational Breach or use of the DA MCO Function Assets related to a period prior to entry into force of this Agreement, previously governed by the Full MLA or the Limited MLA.

12.2.6. Non application of the liability limitations

Any liability limitation, including any limit to the indemnification obligation or waiver, provided under Article 12.1. and 12.2. shall not apply:

i) In the event of fraud (“bedrog”/”fraude”) or intentional fault or intentional misconduct (“opzettelijke fout”/ ”faute intentionnelle”) of the Defaulting Party; and

ii) In case of delay or default in payments of any amount due under the Agreement.

12.3. Third party claims

Within the limits of their compensation obligations set under Article 12.1.2 iii) , each Defaulting Party shall hold harmless any Defendant Party in respect of all costs, charges and expenses incurred as a consequence of a claim raised by third parties, directly related to the failure to comply with any of Defaulting Party’s obligations under the Agreement provided always that the conditions described under Articles 12.3.1.1 and 12.3.1.3 are fulfilled. For the avoidance of any doubt, the hold harmless obligation described in this Article 12.3 is subject to Article 12.3.1.4 and Article 12.3.2.

12.3.1. Conduct of claims by third parties

12.3.1.1. In the event of a claim raised by a third party, the Defendant Party shall:

(a) as soon as reasonably practicable, give written notice of such claim to:

i) the Concerned Party, specifying in reasonable detail the nature of the claim and its connection to the alleged breach(es) of this Agreement by the Defaulting Party;

ii) the NEMO DA SC to the extent that:

- the claim is grounded on an alleged breach of the Operational Procedures, or

- the claim is grounded on an alleged malfunctioning of the DA MCO Function System, or

- such notice to the NEMO DA SC is needed to determine the source of the alleged breach, or

- such notice to the NEMO DA SC is reasonably required for the well-functioning of the Cooperation;

(b) keep the Concerned Party fully informed of the progress of, and all material developments in relation to such claim;

(c) provide the Concerned Party with copies of the information and correspondence relating to such claim relevant to the Concerned Party, as reasonably practicable;

12.3.1.2. The Concerned Party shall join, upon the Defendant Party's request, any discussions or dispute settlement procedure (whether amicable, judicial or arbitrational) following a third party claim. Any failure by the Defendant Party to request the Concerned Party to join such discussions or dispute settlement procedures (whether amicable, judicial or arbitrational) shall not limit the right of defence of the Concerned Party in respect of such third party claim.

12.3.1.3. Any hold harmless obligation set out under this Agreement is conditional upon the Defendant Party:

i) fully cooperating with the Concerned Party in any response and defence as reasonably required, and

ii) not entering into any settlement or acknowledging the existence or grounds of the third party claim without the prior consent of the Concerned Party, such consent not to be unreasonably withheld or delayed;

12.3.1.4. Article 12.3.1.3 ii) shall not apply if and to the extent that it would render any policy of insurance maintained by or available to the Defendant Party void or voidable, or entitle the

relevant insurer to repudiate or rescind any such policy in whole or in part, or in the event that a relevant insurer exercises its right to take over conduct of the third party claim.

12.3.2. Operational Liability Claim

Should a third party claim be an Operational Liability Claim the Defaulting Party(ies) shall hold harmless and indemnify the Defendant Party only if and to the extent that the breach of the Defaulting Party(ies) qualifies as fraud ("bedrog"/"fraude") or intentional fault / misconduct ("opzettelijke fout"/ "faute intentionnelle");

12.3.3. Any compensation to be paid out by two or more Defaulting Parties to a third party directly related to the failure to comply with any of the obligations under the Agreement, including any possible Operational Breach, shall be shared between the Defaulting Parties in proportion to their respective contribution to causing such damage or loss. In case the Defaulting Parties do not agree on their respective contribution to such compensation or on the proportion of such contribution, the provisions of Article 17 (Dispute resolution and jurisdiction) will apply. For the avoidance of doubt the foregoing is without prejudice to the application of the limitation on the hold harmless and compensation obligations as set forth in this Article 12.3 (to the extent applicable) to the Defaulting Party(ies) that contributed to such damage or loss.

13. ARTICLE - FORCE MAJEURE

13.1. For the purpose of the Agreement, "Force Majeure" means any event or situation reasonably beyond the control of the Parties, and not due to a default of the affected Party, which cannot be reasonably avoided or overcome, and which makes it impossible for such Party to fulfil temporarily or permanently its obligations hereunder in accordance with the terms of the Agreement. An event of Force Majeure shall include, but shall not be limited to:

i) An enemy act or an act of terrorism, declared or undeclared war, threat of war, blockade, revolution, riot, insurrection, civil commotion, demonstration or public disorder; or

ii) Sabotage or act of vandalism; or

iii) Natural disaster or phenomenon; or

iv) Fire, explosions, radioactive, chemical or other hazardous contamination; or

v) A general or industry-wide strike; or

vi) Faults or malfunctions of telecommunication lines (e.g. telephone lines), internet accesses, to the extent not attributable to a misconduct of the Party invoking Force Majeure.

13.2. The Party, which invokes Force Majeure, shall:

i) Send the others Parties prompt notification describing the nature of Force Majeure and its probable duration and the impact on the performance of its obligations under this Agreement;

ii) Endeavour in good faith expeditiously to adopt measures to mitigate or cure the circumstances giving rise to the event of Force Majeure;

iii) Provide regular (and, in any event, weekly) notices to the other Party about its actions and plans for action under paragraph (ii); and

iv) Provide prompt notice to the other Parties of the termination of the event of Force Majeure.

13.3. A Party affected by Force Majeure shall be suspended from the performance of its obligations under the Agreement for so long as, and to the extent that, performance of such obligations is affected by the event of Force Majeure. For so long as and to the extent that the Party affected by Force Majeure is suspended from performing its obligations under the Agreement, the other Parties shall also be entitled to suspend their performance of the obligations that correspond to the suspended obligations of the Party claiming Force Majeure.

13.4. A Party cannot, under any circumstances, be held responsible or held liable to pay any compensation for damage suffered due to the non-performance or faulty performance of all or part of its obligations, when such non performance or faulty performance is due to a Force Majeure event.

13.5. The Party, which invokes Force Majeure, shall use its Best Efforts to limit the consequences and duration of the Force Majeure.

13.6. If Force Majeure continues for two (2) consecutive months following the notice under Article 13.2, the Party(ies) that has invoked Force Majeure shall be entitled to exit from this Agreement (under the terms and conditions of Article 15) immediately upon notice to be notified in writing and provided that it demonstrates that:

(a) the event of Force Majeure invoked in the notice under Article 13.2 prevents the performance by it of its obligations under this Agreement which are to be considered as essential obligations under this Agreement; and

(b) it(they) has(have) taken all reasonable measures to remedy such Force Majeure but it is impossible to remedy it by such reasonable measures.

14. ARTICLE - ENTRY INTO FORCE - TERM

14.1. Entry into Force

14.1.1. Subject to Article 14.1.2., 14.1.3. and 14.1.4. below, this Agreement will enter into force with effect from 28 March 2019 (the "Effective Date") with respect to all those Parties that have signed it by sending a scan of the signed signatory page of this Agreement to the Secretary on or before the Effective Date. For evidence reasons:

i) each Party shall also provide the third coordinating party with seventeen (17) original signed signatory pages copies (one per Party) of the Agreement. The coordinating third party will collect all copies of the original signed signatory pages, compile them with the main text of the Agreement and provide each of the Parties one (1) original of the Agreement without Annex X (Operational Procedures for Interim Phase) with the original signed signatory pages, which constitutes valid proof of the main text of the Agreement. The foregoing this Agreement, but this will not impact the abovementioned date of entry into force of the; and

ii)

14.1.2. 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 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 Agreement is subject to prior publication of this Agreement in the national contract registry.

14.1.3. The Parties are aware of the fact that it may not be possible for GME and/or TGE to obtain all the necessary internal approvals to enable it to execute this Agreement on or before the Effective Date. In such case, it is agreed by those Parties that have executed this Agreement pursuant to Article 14.1.1 that GME and/or TGE may execute this Agreement as soon as possible after 28 March 2019, whereupon this Agreement, for GME and/or TGE, shall take effect with retroactive effect from 28 March 2019 as if GME and/or TGE had executed this Agreement on or before such date but provided that GME and/or TGE shall be deemed to have accepted all decisions of the Parties taken under the terms of this Agreement prior to their execution hereof.

14.1.4. Until such time as GME and/or TGE has formally executed this Agreement in accordance with Article 14.1.3., the Parties agree that GME and/or TGE will be invited to the meetings of the NEMO DA SC as well as any other work groups or task forces organized under this ANDOA, and permitted to state their positions in the minutes of the NEMO DA SC, but shall not have voting rights and shall not be counted in the relevant quora, although such position shall be duly considered in good faith by the Parties.

14.2. Term

14.2.1. The Agreement is entered into for an indefinite period of time and shall remain in full force and effect until it is terminated in accordance with its terms.

14.2.2. In the event of the termination of this Agreement for whatever reason, the provisions which, expressly are intended to survive the termination of this Agreement are Article 10 Confidentiality, Article 17 Dispute Resolution, Article 16 Applicable Law, Article 12.1.2 Limitation of compensation and Article 18.11 Personal Data (for the term indicated therein) and without prejudice to the right of a Party to settle any Dispute arising after termination out of or in connection with this Agreement in accordance with all the provisions of this Agreement.

15. ARTICLE - VOLUNTARY EXIT, FORCED EXIT AND SUSPENSION

15.1. Voluntary Exit

15.1.1. Any Party (hereinafter, the "Voluntary Exit Party") may at any time, without cause and without any court intervention, exit the Agreement by means of a Voluntary Exit. A Voluntary Exit shall not trigger the payment of any compensation, but shall be without prejudice to: i) any pre-existing payment obligations towards or between the other Parties under the Agreement up to and including the effective date of exit by the Voluntary Exit Party; and/or ii) such already committed payment obligations towards third parties up to and including the earliest possible termination date applicable to such third party agreement, which in each case shall remain due unless agreed otherwise in the relevant Exit Plan.

15.1.2. Unless Article 13.6 applies (voluntary termination for Force Majeure), the Voluntary Exit Party shall notify the NEMO DA SC of its intention to exit the Agreement. The NEMO DA SC shall meet within two (2) weeks after any such notification to commence the preparation of the Voluntary Exit Party's Exit Plan. In particular, the NEMO DA SC shall assess the timescales within which such exit shall occur. Except if decided otherwise by the NEMO DA SC, with the consent of the Voluntary Exit Party, or except if provided otherwise by Applicable Law or regulatory decision, the following timescales for the effectiveness of such exit shall apply by default:

i) in the event of change due to regulatory reasons, in case of failure to reach an agreement with regards to the modification of the Agreement according to 18.8.3 (Amendment), subject to three (3) months as from the notification of the Voluntary Exit Party;

ii) in the event of a Dispute which, pursuant to Article 17.7, is either referred to arbitration or subject to determination by arbitral proceedings, subject to three (3) months as from the notification of the Voluntary Exit Party;

iii) to the extent compatible with Applicable Law, in the event of bankruptcy or any other insolvency proceeding, dissolution or liquidation of such Voluntary Exit Party, upon one (1) month as from the notification of the Voluntary Exit Party;

iv) in the event of an order of a Competent Authority to end the participation of a Party to the SDAC, upon one (1) month as from the notification of the Voluntary Exit Party; or

v) in all other cases, upon six (6) months as from the notification of the Voluntary Exit Party.

15.2. Forced Exit

15.2.1. A Party (hereinafter, the “Forced Exit Party”) may be compelled to exit the Agreement by the other Parties, without any court intervention and without any compensation being due to the Forced Exit Party, through decision of the NEMO DA SC in consultation with the relevant NRAs. The effective date of such exit shall be decided by the NEMO DA SC.

15.2.2. A Forced Exit Party shall be compelled to exit the Agreement only if the Forced Exit Party ceases to hold at least one valid NEMO designation. For the avoidance of doubt, this circumstance includes the case when the only country in which the Forced Exit Party is established and operates exits the European Union or the European Economic Area (e.g. such in the case of “Brexit”) or terminates the intergovernmental agreement with the EU which enabled such designated NEMO to participate in SDAC;

15.2.3. The NEMO DA SC may decide the Forced Exit in the following circumstances:

i) the bankruptcy or insolvency (or equivalent) of the Forced Exit Party; or

ii) in case of material breach of the Agreement by the Forced Exit Party, in circumstances where such material breach has not been remedied within fifteen (15) Business Days (or such longer period as may be decided by the NEMO DA SC) of a written notice of such breach.

15.2.4. Before deciding a Forced Exit, the NEMO DA SC in consultation with the relevant NRAs shall decide all relevant consequences of such Forced Exit. These consequences will be laid down in the relevant Exit Plan.

For the avoidance of doubt, Dispute settlement does not affect the effectiveness of the NEMO DA SC decision. However, the NEMO DA SC may decide to suspend its decision in case of Dispute settlement pursuant to Article 17 (Dispute resolution).

15.2.5. For all decisions of the NEMO DADA SC in respect of the Forced Exit, the Forced Exit Party shall not be entitled to vote it being understood that the Forced Exit Party shall be able to defend its case.

15.3. Suspension of Party

i) A Party (hereinafter the “Suspended Party”) may be made subject to a suspension of all or part of its rights and obligations under the Agreement by the other Parties without any court intervention, through decision of the NEMO DA SC in consultation with the relevant NRAs. The effective date of such suspension and, if possible, its duration, shall be decided by the NEMO DA SC.

A Party may be subject, in consultation with the relevant NRAs, to a suspension of its rights and obligations under the Agreement only in the following circumstances:

ii) in case of a suspension pursuant to article 4.9 of CACM or if its NEMO designation has been suspended or revoked in one or more countries, without prejudice to Article 15.2.2;

iii) in case of bankruptcy or insolvency (or equivalent) of the Suspended Party;

iv) material breach of the Agreement by the Suspended Party; or

v) any other circumstances where the NEMO DA SC determines that a suspension is appropriate.

15.3.1. Following the expiry of a period of suspension imposed under the terms of this Article 15.3, the Suspended Party’s rights to vote at the NEMO DA SC, a subcommittee, a work group or a task force meeting and its rights and obligations with respect to the Agreement, any related third party agreement and with respect to all joint property shall be immediately and unconditionally restored.

15.3.2. For all decisions of the NEMO DADA SC in respect of a suspension of a Suspended Party, such Suspended Party shall not be entitled to vote it being understood that such Suspended Party shall be able to defend its case.

15.4. Exit Plan/Suspension Plan and Consequences of Exit/Suspension

15.4.1. In case of any exit or suspension of a Party in accordance with the provisions of this Article 15 (Voluntary Exit, Forced Exit and suspension), the remaining Parties shall each use their respective Best Efforts to secure the continuity of the DA MCO Function Operations. The NEMO DA SC shall prepare a plan (the “Exit Plan” or “Suspension Plan”, as appropriate), setting forth the actions and measures to be taken to ensure continuity during the period of suspension of any Party or following a Party’s exit (as the case may be) including, but not limited to, the following:

i) an assessment of the changes to be made to the Agreement (if any) with the aim of continuing the DA MCO Function Operations without the Voluntary Exit Party, Forced Exit Party or the Suspended Party;

ii) an assessment of the costs related to such exit or suspension and the allocation thereof;

iii) the status of the licenses and sublicenses granted under the Agreement or granted by Third Party Service Providers (termination of the licenses and sublicenses at the date of exit, unless agreed otherwise in the Exit Plan);

iv) the measures for ensuring continuity of the DA MCO Function Operations;

v) the measures to ensure that the exit or suspension is conducted as smoothly as possible, with the aim of reducing the risk of possible disruptions for the remaining Parties; and

vi) the exact date on which the exit or suspension shall become effective, according to the abovementioned timescales.

15.4.2. The NEMO DA SC shall propose the Exit Plan/Suspension Plan to the Voluntary Exit Party, Forced Exit Party or Suspended Party (as the case may be) for its approval. If the Voluntary Exit Party, Forced Exit Party or Suspended Party (as the case may be) does not approve the Exit Plan/Suspension Plan, the matter shall be resolved in accordance with Art. 17 (Dispute resolution), unless the NEMO DA SC decides to start a negotiation with the Voluntary Exit Party, Forced Exit Party or Suspended Party (as the case may be) within a certain timeframe. Once the Voluntary Exit Party, Forced Exit Party or Suspended Party (as the case may be) approves the Exit Plan/Suspension Plan, it shall be submitted to the NEMO DA SC for formal approval. For all decisions of the NEMO DA SC in respect of the Exit Plan or Suspension Plan, the Voluntary Exit Party, Forced Exit Party or Suspended Party shall not be entitled to vote it being understood that such Party shall be able to defend its case.

15.4.3. The Voluntary Exit Party, Forced Exit Party or Suspended Party (as the case may be) shall, in accordance with the Exit Plan/Suspension Plan, use its Best Efforts to assist the remaining Parties to enable continuity of DA MCO Function Operations and to enable the migration of any services it performs or the documentation/information it provides until the date of its exit or for the duration of its suspension (as the case may be) or for such other period as referred to in the relevant Exit Plan or Suspension Plan.

15.4.4. The Voluntary Exit Party, Forced Exit Party or Suspended Party (as the case may be) shall in no event object to the solutions implemented by the remaining Parties to ensure the continuity of the DA MCO Function Operations, including the granting of rights on any joint asset to any other entity appointed to take over the services performed by such Voluntary Exit Party, Forced Exit Party or Suspended Party (as the case may be).

15.4.5. Until the exit or suspension becomes effective, the Voluntary Exit Party, Forced Exit Party or Suspended Party (as the case may be) shall have the right to vote on all matters having financial impact on itself and, if the Exiting Party is an Operational NEMO, all matters related to daily operations on the agenda of the NEMO DA SC or of any work group or task force constituted by it.

For other matters, the Voluntary Exit Party, Forced Exit Party or Suspended Party (as the case may be) shall not be entitled to vote unless the NEMO DA SC decides otherwise or unless the vote has direct consequences for the relevant Voluntary Exit Party, Forced Exit Party or Suspended Party (as the case may be).

15.4.6. As of the date on which the exit becomes effective as determined in the Exit Plan in accordance with this Article 15.4, any right of the Voluntary Exit Party or Forced Exit Party (as the case may be) to use data and systems (including the DA MCO Function System) under the Agreement shall automatically terminate for such Voluntary Exit Party or Forced Exit Party (as the case may be) without prejudice to any entitlement which such Voluntary Exit Party or Forced Exit Party may have pursuant to the PCR Co-ownership Agreement.

15.4.7. In case of any exit or suspension, the Voluntary Exit Party, Forced Exit Party or Suspended Party (as the case may be) is authorized to communicate about its exit or suspension with the relevant NRAs (and ACER as the case may be) without this constituting a breach of confidentiality.

16. ARTICLE - APPLICABLE LAW, LANGUAGE OF THE AGREEMENT

16.1. This Agreement, its conclusion, performance and interpretation, including the issue of its valid conclusion (legal capacity excluded) and its pre- and post-contractual effect, is governed by and construed in accordance with Belgian law, without regard to the conflict of laws principles of it.

16.2. Notwithstanding any translations that may be made, whether signed or not, the English version shall always prevail. The use of the English language is however without prejudice to the fact that legal concepts in this Agreement are to be understood as civil law concepts of Belgian law (and not as common law concepts).

17. ARTICLE - DISPUTE RESOLUTION

17.1. In the event of a Dispute arising between two or more Parties (the “Disputing Parties”), such Disputing Parties shall each use their respective best endeavours to resolve the Dispute between themselves amicably. If the Disputing Parties are not able to resolve the Dispute within 20 (twenty) Business Days, any Party to such Dispute shall refer such Dispute to the NEMO DA SC.

17.2. A referral for amicable Dispute settlement by the NEMO DA SC (the "Referral") shall be sent by email by one Disputing Party to the NEMO DA SC members in writing and shall at least contain the following information:

i) a description of the Dispute; and

ii) The identification of the Disputing Party(ies); and

iii) The scope of the demand(s) or claim(s) of the Disputing Party(ies); and

iv) The legal basis of the demand(s) or claim(s).

v) a proposal for settlement including possible remedies in kind.

17.3. The NEMO DA SC shall thereafter within eight (8) days appoint a person amongst their members responsible for the amicable Dispute settlement procedure. If there is no agreement on this appointment after two (2) voting sessions, this role shall be performed by the NEMO DA SC Chairperson. Such person shall invite the Parties to participate to at least two (2) physical meetings (unless the Dispute is solved in the meantime) to be held within one (1) month as of the receipt of the Referral.

17.4. The NEMO DA SC shall in the first meeting hear the positions of the Disputing Parties and attempt to resolve the Dispute amicably under the chair of the person responsible for the amicable Dispute settlement procedure. The NEMO DA SC may hear and/or request opinions of experts provided that they are bound by confidentiality obligations at least equivalent to those in the Agreement. In particular, the NEMO DA SC shall:

i) assess the facts;

ii) assess the interests of the Parties in light of the objectives of the Agreement; and

iii) in case of damage:

a) estimate the damage (and its nature and extent);

b) determine which Party(ies) suffered the damage;

c) determine which Party(ies) is(are) liable for the damage;

d) determine the extent and modalities of indemnification; and

e) formulate a proposal for settlement including possible remedies in kind.

17.5. In the event that the NEMO DA SC fails to achieve an amicable settlement within one (1) month of receipt of the Referral, the Parties shall be notified thereof by the person responsible for the amicable Dispute settlement procedure and the Dispute shall be escalated to the NEMO Committee where the terms of the ANCA expressly provide that such Dispute must be so escalated. For the avoidance of doubt, where the terms of ANCA do not expressly provide for escalation of such Dispute to the NEMO Committee, the NEMO DA SC may nevertheless decide to escalate the Dispute in question to the NEMO Committee.

17.6. Should the Dispute directly concern a regulatory issues (e.g. amendment of the Agreement due to regulatory reasons or change requests related to Applicable Law) and in the event that the NEMO Committee fails to achieve an amicable settlement within one (1) month of receipt of the Referral by the NEMO Committee, the Parties shall be notified thereof by the person responsible for the amicable Dispute settlement procedure and the NEMO DA SC may solicit the NRAs and/or ACER for a non-binding opinion on the Dispute (the “Opinion”). Upon receipt of the Opinion, the Disputing Parties shall pursue an amicable settlement based on this Opinion.

17.7. In the event that:

i) the Disputing Parties decide not to seek an Opinion from the NRAs and/or ACER;

ii) the Disputing Parties do not achieve a settlement based on the Opinion within one (1) month of its receipt, or

iii) ACER and/or the NRAs denies its competence to provide an Opinion or does not provide an Opinion within a timeframe of one (1) month of the filing of the request thereto,

the Dispute shall be exclusively and finally settled by arbitration under the ICC’s rules of arbitration. Any Party in the Dispute shall thereto be entitled to submit the Dispute to such arbitration. The arbitral tribunal shall have three (3) arbitrators, regardless of the number of Parties involved. They shall be appointed by the ICC court of arbitration, according to the ICC rules of arbitration. All appointed arbitrators shall preferably be familiar with the applicable sector, specific legislations and regulations. The place of arbitration shall be Brussels and all procedures shall be in English. The award of the arbitration shall be final and binding upon the Parties concerned. The Parties agree that the arbitrators validly appointed shall not be allowed to impose the termination of the Agreement as a solution of any Dispute.

17.8. Before submitting the Dispute to the ICC court of arbitration, the Disputing Parties may seek the Dispute settlement via mediation procedure under the guidance of an external duly certified independent mediator. The external independent mediator shall be chosen amongst a list of names of possibly four (4) external independent mediator's proposed by the Disputing Parties. The external independent mediator to be chosen must i) be committed to the European Code of Conduct for Mediators and ii) have experience in the electricity and/or the Information and Communication Technologies sector. The Disputing Parties shall pay an equal share of the mediator fees and expenses, unless otherwise agreed in writing.

17.9. Each Party agrees that it may be joined as an additional party to any arbitration involving one or more parties to the Agreement. If more than one arbitration is begun under the Agreement and/or the ANCA and the parties to any such arbitrations agree that two or more arbitrations are substantially related and that the issues should be heard in one proceeding, the arbitrator(s) selected in the first-filed of such proceedings shall determine whether, in the interests of justice and efficiency, the proceedings should be consolidated before that (those) arbitrator(s).

17.10. Any amicable settlement reached pursuant to this Article 17 shall only be effective and binding for the Parties to it, provided it is laid down into a binding written settlement contract, signed by the Parties participating in the concerned amicable settlement.

17.11. Nothing in this Article shall preclude the Parties from applying for interim or conservatory measures or any other injunctive relief in summary proceedings before the competent courts of Brussels, Belgium. The application of a Party to a judicial authority for such measures or for the implementation of any interim or conservatory measures ordered by the arbitral tribunal shall not be deemed as an infringement or a waiver of the arbitration proceedings and shall not affect the relevant powers reserved to the arbitral tribunal. Any order or provision issued by the judicial authority must be notified without delay to the arbitrators.

17.12. The Parties may designate by written notice a different address for service of notices of a Dispute and other correspondence for the Dispute from the one indicated in Annex VI (Contacts) of this Agreement.

17.13. For the avoidance of any doubt, disputes falling under the competence of a specific dispute resolution procedure foreseen by CACM's terms and conditions or methodologies (such as the dispute resolution procedure foreseen by the methodology set under article 9.6 letter g) of CACM) shall be settled consistently with such specific dispute resolution procedure.

18. ARTICLE - MISCELLANEOUS

18.1. Notices

18.1.1. Except as provided otherwise in the Operational Procedures for the operational tasks or except as agreed otherwise by the Parties or as may be notified according to Article 17.12, all notices and correspondence under this Agreement shall be in writing and may be delivered by e-mail, by personal service, express courier using an internationally recognised courier company, or certified mail, return receipt requested to the recipient Party at the relevant postal and/or email address specified for such purposes in Annex VI (Contacts).

18.1.2. A notice shall be effective upon receipt and shall be deemed to have been received (i) at the time of delivery, if delivered by hand, registered post or courier or (ii) at the time of transmission if delivered by e-mail, provided that, in either case, where delivery occurs outside Working Hours, the notice shall be deemed to have been received at the start of Working Hours on the next following Business Day.

18.1.3. In case of urgent operational matters as set forth in the Operational Procedures, the Notice shall be deemed given and effective as of the moment of receipt, regardless of the fact receipt is after 5 p.m. on a Business Day or on a day that is not a Business Day for the recipient.

18.1.4. In the event of difficulty in using fax or 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.

18.1.5. All Notices shall be addressed to the nominated contact persons of each Party as listed in Annex VI (Contacts) from time to time.

18.1.6. However Notices that relate to operational matters as set forth in the Operational Procedures shall be addressed to the respective competent persons referred to in the Operational Procedures.

18.1.7. Any change of address of a Party must be recorded in Annex VI (Contacts) and notified by e-mail to the other Parties. The new address shall be considered the official address for the purposes of this Agreement as of the date in which Annex VI (contacts) has been effectively updated.

18.2. Records

18.2.1. Each Party shall maintain records that are complete and accurate for all the relevant material regarding the performance by it of all its obligations under this Agreement and each Party shall retain such records for a period as required under the Applicable Laws applicable to it with a minimum of three (3) years unless in conflict with Applicable Laws. On another Party's first motivated request, a Party shall provide the other Parties with a copy of all or part of the records as indicated by the requesting Parties, if available.

18.2.2. The Parties may appoint a legal or natural person (which person may be the same person as is appointed Secretary) to establish a common (online) storage location for the keeping of records of contractual documents (including meeting minutes and contracts with third parties) and to keep the common storage up to date (amongst others by collecting and storing all minutes).

18.2.3. The costs of establishing and maintaining such common (on line) storage location are Common Costs and shall be shared as set forth in Annex VII (Cost sharing, monitoring and settlement) of the Agreement.

18.3. Recording of telephone conversations

18.3.1. Parties acknowledge and accept that, in the context of DA MCO Function Operations telephone conversations shall be recorded and may serve as proof respecting Applicable Laws.

18.3.2. Recording of telephone conversations shall be done in accordance with the Applicable Laws and the Parties shall cooperate in good faith to ensure such compliance.

18.4. Language

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

18.5. No Waiver

Unless differently provided in this Agreement, no waiver of any term, provision or condition of this Agreement shall be effective except to the extent to which it is made in writing and signed by the waiving Party. No omission or delay on the part of any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver by it of any right to exercise it in the future or of any other of its rights under this Agreement. For the avoidance of doubt, if either Party fails to perform any of its obligations hereunder, and the other Party fails to enforce the provisions relating thereto, such Party's failure to enforce this Agreement shall not prevent its later enforcement.

18.6. Remedies provided by law

The rights and remedies under this Agreement are cumulative with and not exclusive of any rights and remedies provided by law.

18.7. Entire Agreement

This Agreement and the Annexes as supplemented by decisions of the NEMO DA SC in the performance of this Agreement, contain the entire of the Parties hereto with respect to the subject matter hereof and contain everything the Parties have negotiated and agreed upon relating to the same subject matter.

18.8. Amendment

18.8.1. General

Amendments to the main body of the Agreement and Annex III (Procurement Approach) and Annex V (RIO) shall only be valid if approved unanimously in writing and signed by an authorized representative of each Party subject to the same signing process applied by the Parties for its first signature, unless differently decided. The consent of all Parties shall not be unreasonably withheld to a modification proposal. Amendment to Annex I, II, IV, VII, VIII, IX, X, XI, XII, XIII shall be valid also, if approved unanimously by the Parties through a decision of the NEMO DA SC. Annex VI (Contacts) may be amended by way of notification, by the concerned Party exclusively in relation to its own contact information.

18.8.2. Modifications due to amendments in the PCR Co-Ownership Agreement

Since amendments to the PCR Co-Ownership Agreement that affect the execution of the Agreement may occur, the Parties commit themselves to amend accordingly the Agreement, or its Annexes.

Negotiations shall be deemed to have failed in case the Parties fail to reach an agreement within three (3) months following the receipt of the request for modification.

18.8.3. Modifications due to changes in Applicable Laws and/or regulatory reasons

The Parties expressly agree to review this Agreement if relevant modifications to Applicable Laws that could impact this Agreement should emerge. In case changes to Applicable Laws or measures and/or decisions of administrative or other public authorities – as far as within the competence of these authorities – require an amendment or modification of this Agreement, any affected Party(ies) by this change or measure and/or decision may send a request for modification of this Agreement to the other Parties containing:

i) the provisions of the Agreement that are subject to modification;

ii) the reason why such modification is necessary; and

iii) a proposal of modification of the concerned provisions.

At the latest twenty (20) Business Days after receipt of the request for modification, the Parties shall convene a meeting to consult each other in respect of the requested modification. The Parties shall negotiate any modification taking into account the principles of the Cooperation as defined in Article 4 of this Agreement.

To the extent a Party is not concerned by the change in Applicable Laws or the measures and/or decisions of administrative or other public authorities, such Party may refuse to make the necessary amendments to this Agreement by given justified reasons. In such case, the affected Party(ies) shall inform its competent regulatory authority to see if execution of this Agreement is still possible without making the necessary amendments. In case this competent regulatory authority would object, the affected Parties can apply the Article 17 related to Dispute Resolution.

In the event an amendment to the Agreement is a consequence of a change in European Union law, the costs thereof shall be shared equally among the Parties.

In the event an amendment to the Agreement is a consequence of a change in national Applicable Laws applicable to one Party, such Party will bear the costs of such amendment.

18.9. Assignment and legal succession

Each of the Parties, unless expressly provided otherwise herein or by Applicable Law (e.g. in case of automatic legal succession), is prohibited from assigning (including by means of merger, split-off, or transfer or contribution of universality or a branch of activity or otherwise) all or part of its rights and obligations arising from this Agreement to a third party without the prior written consent of the other Parties, such consent not to be unreasonably withheld, conditioned or delayed.

18.10. Invalid or Unenforceable Provisions

18.10.1. If any provision of this Agreement is determined by a court and/or tribunal to be invalid, illegal or unenforceable, or becomes invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provisions eliminated.

18.10.2. In the event mentioned under Article 18.10.1, the Parties shall immediately commence good faith negotiations to remedy such invalidity either through (i) an amendment which may reflect the purpose of the original provision and, in any case, best adhere to the overall intent of the Parties on the date hereof or (ii) a deletion where such modification is not practicable. The remainder of this Agreement shall remain in effect in accordance with its terms as modified by such modification or deletion.

18.10.3. If no agreement on the amendment or deletion regarding such provision shall be reached between the Parties within six (6) months, or any term agreed upon, each Party can terminate this Agreement by means of a written Notice. For the avoidance of doubt, in such case, no indemnity against any actual damage or loss, as direct consequence of the termination, will be due to the remaining Parties.

18.10.4. The Parties expressly agree that each provision of this Agreement which provides for a limitation of liability, disclaimer of warranties or exclusion of damages is intended to be severable and independent from any other provision and to be enforced as such.

18.11. Personal Data

18.11.1. In the context of the Agreement, the Personal Data that shall be processed are contact and other personal information of Parties' representatives or personnel or personnel of service. Such Personal Data includes, name, professional email address, professional phone number

and photographic pictures . No Personal Data of market participants or any other person shall be processed in the context of this Agreement.

18.11.2. Purpose of the processing and storage

18.11.2.1 With respect to the processing of Personal Data referred to under Article 18.11.1 the Parties agree that:

i) it shall be carried out purely by virtue of the data subject's representation of/service to a Party in the context of the performance of the Agreement. Any Personal Data shall only be processed for the limited purpose of the performance of the Agreement.

ii) the legal grounds for processing the contact and other personal information of Party representatives is based on the legitimate interest of the Parties, namely to perform through their employees, service providers or representatives, the contractual rights and obligations under the Agreement.

18.11.2.2 Personal Data shall be stored so long as it is relevant, that is related to persons representing/working for a Party, otherwise it shall be immediately erased. All Parties shall ensure erasing Personal Data that is no longer necessary as well as accuracy of the Processed Data.

18.11.3. Joint Data Controller

The Parties qualify as joint data controller in relation to the processing of Personal Data referred to in Article 18.11.1 to the extent such Personal Data are jointly stored by all Parties

18.11.4. General distribution of responsibilities

18.11.4.1 Each Party shall, at all times, comply with its respective obligations under all applicable Data Protection Legislation in relation to all Personal Data that is processed under this Agreement.

18.11.4.2 The NEMO DA SC will designate a specific point of contact ("GDPR SPOC") for carrying-out data subjects' rights requests, it being understood that the data subjects can nonetheless exercise their rights under the GDPR vis-à-vis each Party as an individual data controller.

18.11.4.3 Each Party is individually responsible for:

a) notifying the required GDPR processing information under article 13 and 14 of the GDPR to data subjects appointed or acting as representative, personnel or service provider on such Party's behalf or at such Party's request in the performance of the Agreement, whose Personal Data is being processed, so that they are aware of the data processing carried out in the framework of the Agreement;

b) ensuring the respect for data subjects rights as per articles 15 to 22 of the GDPR. If a Party receives a request, a complaint or inquiry from a data subject regarding the processing of its Personal Data, the GDPR SPOC shall be informed thereof and be requested to honor or implement the request in accordance with the GDPR;

c) implementing internally the appropriate technical and organisational measures to ensure and to be able to demonstrate that the processing of Personal Data is performed in accordance with applicable Data Protection Legislation;

d) complying with the requirement for records of processing activities in article 30 of the GDPR. For the avoidance of doubt, each Party agrees to keep an entry regarding the processing carried out in the context of the joint controllership in their respective registers to be kept in accordance with article 30 of the GDPR;

e) complying with articles 33 and 34 of the GDPR on notification of a Personal Data breach to the supervisory authority and/or to the concerned data subject(s). The concerned Party/ies shall inform the GDPR SPOC, so that they can inform all other Parties thereof

However, if the reason for the breach is not immediately attributable to one of the data controllers, and the breach is attributable to the provider of the common (online) storage place referred to in Article 18.2.2 or any processor jointly chosen by the Parties, the GDPR SPOC is responsible for

managing a Personal Data breach and notifying the Personal Data breach to the supervisory authority and/or to the data subjects.

18.11.4.4 The GDPR SPOC is responsible for:

a) verifying that data subjects whose Personal Data is being processed are notified of the required GDPR processing information under articles 13 and 14 of the GDPR, so that they are aware of the data processing being carried out in the framework of the use of NEMO website;

b) ensuring compliance by the Parties with all data subjects' rights as per articles 15 to 22 of the GDPR. If a Party receives a request, a complaint or an inquiry from a data subject regarding the processing of its Personal Data, the GDPR SPOC shall be informed thereof and be required to respond to such request, complaint or inquiry in accordance with the GDPR;

c) implementing the appropriate technical and organisational measures to ensure and to be able to demonstrate that the processing of Personal Data is performed in accordance with GDPR;

d) complying with the requirement for records of processing activities applicable in article 30 of the GDPR. For the avoidance of doubt, the GDPR SPOC shall be required to keep an entry regarding the processing carried out in the context of the joint controllership in a register maintained in accordance with article 30 of the GDPR;

e) complying with articles 33 and 34 of the GDPR in notifying the supervisory authority and/or to the concerned data subject(s) of a Personal Data breach;

f) complying with such further applicable national legal provisions, if any, as may be indicated by the Parties to the GDPR SPOC from time to time.

18.11.5. Use of data processors and sub-processors

The Parties shall mutually agree upon the use and the appointment of any data processors of Personal Data they are joint controllers for. This is without prejudice to each Party's right to continue to use processors for their independent processing activities and any processors related to their respective IT systems. Each Party is liable for respecting its Data Protection obligations in this respect.

18.11.6. Security

Parties represent and warrant that they ensure the security of Personal Data processing in accordance with article 32 of the GDPR.

18.11.7. Liability with regards to this Article 18

18.11.7.1 The Parties shall be individually liable towards each other with regard to any Data Protection Legislation violation related to their individual responsibilities according to Article 18.11.4.

18.11.7.2 The Parties shall be jointly and severally liable towards data subjects with regard to any Data Protection Legislation violation occurring in relation to data processing for which they are joint controllers according to Article 18.11.3 and in respect of the choice of commonly agreed processors.

18.11.7.3 To the extent a third-party claim or damage in relation to a violation of Data Protection Legislation is caused by one or more Party(ies)'(s) violation of Data Protection Legislation, such defaulting Party(ies) shall indemnify the other Parties in accordance with article 82 of the GDPR. Such defaulting Party(ies) shall also indemnify the other Parties for fines imposed on them in relation to Data Protection Legislation violations caused by the defaulting Party(ies) in relation to joint data processing. In the event a fine is imposed for violation of Data Protection Legislation concerning the joint processing of Personal Data and such violation is attributable to all Parties or to the GDPR SPOC, the fine shall be equally shared between the Parties, without prejudice to any possible indemnification which may be requested from the GDPR SPOC. In these cases, the liability caps and caps on hold harmless set forth in Article 12 do not apply.

18.11.8. Right to provide individual controller information

18.11.8.1 Each Party has the right to provide individual controller information in Annex XIV (Controllers' Information - personal data protection).

18.11.8.2 Parties agree that Annex XIV creates no obligation for the other Parties apart from informing their relevant personnel and representatives involved in the performance of the Agreement of the existence of such Annex XIV (Controllers' Information - personal data protection)"