

**AGREEMENT OF ADHERENCE TO THE OPERATION RULES OF
THE ELECTRIC POWER PRODUCTION MARKET**

OF THE ONE PARTY OMI- POLO ESPAÑOL S.A. (OMIE)

AND THE MARKET AGENT, AS IDENTIFIED BELOW, OF THE OTHER
PARTY:

Identification of the market agent

1. Name or company name
2. Tax identification number
3. Address
4. Representation: D, by virtue of powers
and faculties expressly declared valid, sufficient, in force and not revoked.
5. Character: Submit bids for purchase and sale of electric energy, in terms of
.....

WITNESSETH

The above parties, pursuant to Articles 18.3, 28 and 29 of Law 24/2013 of December 26, of the Electricity Sector and Article 7.1 a) of Royal Decree 2019/1997, which organizes and regulates the Electric Power Production Market, agree to sign the following adherence agreement in accordance with the following

CLAUSES

**FIRST. -PURPOSE OF THE CONTRACT: ACCEPTANCE OF ADHESION TO
THE MARKET OPERATION RULES.**

The object of this contract is the adhesion at the Market Agent referred to above the Market Operation Rules.

The Market Agent declares to know and accept freely, irrevocably and unconditionally the Market Operation Rules, approved by the corresponding Resolution of the General Secretariat of Energy, as well as all its terms and conditions, undertakes to comply with them without reservation, restriction or conditioning.

In particular, and without prejudice to the other obligations that, if applicable, correspond to the Market Agent in accordance with the provisions of the applicable regulations, the Market Agent declares expressly to know and undertakes to comply with the provisions on guarantees which must be rendered by those who carry out electric energy acquisitions and the execution thereof; the characteristics of bids for the sale and purchase of electric energy; the format and the means of communication of the bids of sale and purchase of electrical energy; the determination of the method of marrying bids for the sale and purchase of electric energy, all in the daily and intraday markets; and the determination of the final price of the electric energy, its settlement and payment, as well as the corresponding administrative and fiscal obligations deriving from its participation in the Market.

SECOND.- CONFIDENTIALITY

The Market Agent and the Market Operator are obliged to observe confidentiality with respect to information of this nature and to which they may have access as a result of their participation in the Electric Power Production Market under the terms and within the scope at the corresponding Market Operation Rules.

THIRD-TREATMENT OF PERSONAL DATA

The personal data provided and those provided by the Agent at any time as a result of the contractual relationship established with the Market Operator shall be included in an automated data file owned by the Company and held under its responsibility. The purpose of this file is the registration and monitoring of the Market agents, ensuring the connections within the Electric Market, as well as security in the commercial traffic of the company.

The participant in the Market is informed that, among the aforementioned personal data, a security recording can be made of the telephone conversations of the natural persons who at any time intervene on behalf of the Agent.

The Agent expressly authorizes the Market Operator for the transmission of commercial communications by electronic means or similar means. The Agent may revoke his authorization by means of a letter addressed to the registered office of the company at the address indicated below, or through the following e-mail address: info@omie.es. The Agent also consents to allow the Market Operator to transfer its data to Red Eléctrica de España, S.A. (REE) and Redes Energéticas Nacionales (REN) and, eventually, other System or Market Operators in order to optimally manage their respective information systems.

The Market Agent may, at any time, access such file for the purpose of exercising the rights of access, rectification, cancellation and opposition with respect to your personal data. These rights may be exercised by written communication addressed to the headquarters of OMI - Polo Español S. A .located at C / Alfonso XI, 6, 28014 Madrid.

FOUR.- LEGISLATION AND APPLICABLE JURISDICTION

The Spanish laws will apply to this agreement of adherence. The parties agree to submit any differences between them to the Courts and Tribunals of the city of Madrid, with waiver of any other judge or court that may be competent.

Acceptance by OMI – Polo Español S.A. (OMIE) of the adherence of the Market Agent described in the heading of this document to this Agreement and to the Market Operation Rules.

OMI - Polo Español SA (OMIE), located at Calle Alfonso, XI, nº 6, 28014 Madrid, accepts the adherence formulated by the Market Agent identified in the heading of this document to the Market Operation Rules, in the terms and conditions expressed in this agreement of adherence.

Madrid, of of 201

The Market Agent

OMI- Polo Español (OMIE)