

**SECOND AMENDMENT TO THE ALL NEMO DAY-AHEAD OPERATIONAL AGREEMENT**

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 n° IE6358522H;
4. **EPEX SPOT SE (“EPEX”)**, a company incorporated and existing under the laws of France in the form of a societ  europ e, having its registered office at 5 boulevard Montmartre, F-75002 Paris, registered in the commercial register of Paris (R.C.S. Paris) under the number 508 010 501 and VAT n° FR 10508010501
5. **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;
6. **HUPX Hungarian Power Exchange Company Limited by Shares (“HUPX Ltd.”)**, a company incorporated under the laws of Hungary, having its registered office at 1134 Budapest, D vai u. 26-28, Hungary, registered in the commercial register of the Budapest metropolitan court, under number 01-10-045666 and VAT. n° HU13967808;
7. **Independent Bulgarian Energy Exchange (“IBEX”)**, a company incorporated under the laws of Bulgaria, having its registered office at 138, Vasil Levski, , Sofia, 1527, Bulgaria, registered in the commercial register at Bulgarian registry agency under number 202880940 and VAT n° BG202880940;
8. **NORD POOL European Market Coupling Operator AS (“Nord Pool EMCO”)**, a company incorporated and existing under the laws of Norway, having its registered office at Lilleakerveien 2A - 0283, Oslo, Norway, and registered in the register of business enterprises of Norway under the number 984 058 098 and VAT n° NO984058098;
9. **OKTE, a.s., (“OKTE”)**, a company duly organised and existing under the laws of Republic of Slovakia, with registered office in Mlynsk  nivy 48, 821 09 Bratislava, Slovakia,

registered with the District Court Bratislava I, Section Sa, File No. 5087/B under the number 45 687 862, VAT n° SK2023089728;

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, 4ª planta, 28014 Madrid, Spain, and registered in the commercial register of Madrid under section 8, hoja: M-506799 and VAT n° ESA86025558;
11. **HELLENIC ENERGY EXCHANGE S.A. (“HEEx”)** (previously Operator of Electricity Market S.A. also called Lagie), a company incorporated under the laws of Greece, having its registered office at 110, Athinon Avenue, 10442, Athens, Greece, registered in the commercial register at General Commercial Registry under number 146698601000, with V.A.T. n° 801001623;
12. **Operatorul Pieței de Energie Electrică și de Gaze Naturale “OPCOM” SA (“OPCOM”)**, a company incorporated and existing under the laws of Romania, having its registered office at Bd. Hristo Botev 16-18, sector 3, București, CP.030236, Romania, and registered with the commercial register under the number J40/7542/2000 and VAT n° RO13278352;
13. **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];
14. **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;
15. **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;
16. **NASDAQ SPOT AB (“NASDAQ”)**, 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;
17. **EXAA Abwicklungsstelle für Energieprodukte AG (“EXAA”)**, a company incorporated under the laws of Austria, having its registered office at Palais Liechtenstein, Alserbachstrasse 14-16, A-1090 Vienna, registered in the commercial register at Handelsgericht Wien under number FN 210730y and V.A.T. ATU52153208;

hereafter each individually referred to as a “**Party**” and collectively as the “**Parties**”;

**WHEREAS:**

- A) On the 15th August 2015, the CACM Regulation entered into force. CACM Regulation provides a mandatory framework for the SDAC and SIDC describing the roles and responsibilities of the NEMOs and tasks to be jointly performed by the NEMOs.
- B) On the 12<sup>th</sup> of June 2018, pursuant to the MCO Plan, 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.
- C) Also on the 12<sup>th</sup> of June 2018, the Parties which qualify as designated NEMOs with respect to SIDC 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 such NEMOs’ and TSOs’ 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.
- D) On the 28 March 2019, pursuant to the MCO Plan, the Parties have entered into the Agreement to set forth i) the main principles of NEMOs’ cooperation in respect of SDAC, ii) the terms and conditions under which the relevant IT infrastructure will be developed and iii) the terms and conditions under which the SDAC shall be implemented, performed and operated among NEMOs.
- E) On the 28th of March 2019, the Parties together with the TSOs subject to the CACM implementation have entered into the Day Ahead Operational Agreement (hereinafter “**DAOA**”) to set forth i) the main principles of their cooperation in respect of SDAC, 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.
- F) 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.

- G) On the 14th January 2022 the Parties entered into the first amendment to ANDOA (the “First Amendment”) 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.
- H) The Parties now wish to enter into this second amendment to ANDOA (the “**Second Amendment**”) in order to *i*) clarify the conditions of participation of Serviced NEMOs in the Incident Committee, *ii*) further specify decoupling situations and *iii*) further reflect the start of the Enduring Phase and delete all the references to the previous Interim Phase.

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

**1 OBJECT OF THIS SECOND AMENDMENT**

With the signature of this Second Amendment the Parties amend the ANDOA, as set forth under Article 2 and Article 3 below.

**2 AMENDMENTS TO THE MAIN BODY OF THE ANDOA**

- 2.1** Except as expressly set out in this Second Amendment, the ANDOA remains unamended and in full force and effect.
- 2.2** Parties agree to entirely replace the definitions set forth in Article 1.1 with the following:

<b>“4MMC”:</b>	<i>shall have the meaning set forth in Recital 3;</i>
<b>“4MMC PX –PX Agreement”:</b>	<i>shall have the meaning set in Recital 3;</i>
<b>“ACER”:</b>	<i>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;</i>
<b>“Accession Fee”:</b>	<i>shall have the meaning set forth in Annex VII (Cost sharing, monitoring and settlement), Section 5.2;</i>
<b>“Affiliate”:</b>	<i>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;</i>
<b>“Agreement”:</b>	<i>means this All NEMO Day Ahead Operational Agreement;</i>
<b>“Algorithm”:</b>	<i>is the DA MCO Function Asset referred to in Recital 1;</i>
<b>“Algorithm Methodology”:</b>	<i>is the “Methodology for the price coupling algorithm and the continuous trading matching algorithm”, approved by the relevant ACER decision on 26<sup>th</sup> of July 2018;</i>

- “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, financiers 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 3<sup>rd</sup> 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:

- i) the network features provided by the relevant TSOs that shall be taken into account in the calculation of Results,
- ii) 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;*

<b>“Market Coupling Results”:</b>	<i>means the final market coupling results following confirmation by TSOs (i.e. TSOs’ confirmation of the Preliminary Market Coupling Results), which shall comprise:</i> <ul style="list-style-type: none"><li><i>a) a single clearing price for each Bidding Area and Market Time Unit (MTU) in EUR/MWh,</i></li><li><i>b) a single net position for each Bidding Area and each MTU,</i></li><li><i>c) the approximation of the matched volumes of each NEMO trading hub per Bidding Area for each relevant MTU,</i></li><li><i>d) the scheduled exchanges between Bidding Areas (in case of direct current interconnectors separately for each of them) and between scheduling areas,</i></li><li><i>e) scheduled exchanges between NEMO trading hubs per Bidding Area for each relevant MTU,</i></li><li><i>f) the information which enables the execution status of orders to be determined, and</i></li><li><i>g) the acceptance ratio for each block as defined in the day-ahead products,</i></li></ul> <i>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;</i>
<b>Market Coupling Steering Committee/MCSC</b>	<i>Means the governing body of the cooperation among NEMOs and TSOs as described in DAOA;</i>
<b>“Market Rules”:</b>	<i>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;</i>
<b>“MCO Plan”:</b>	<i>shall have the meaning set forth in Recital 7;</i>
<b>“MIC”:</b>	<i>means the minimum income condition;</i>
<b>“Monthly Report”:</b>	<i>shall have the meaning set forth in Section 1.1.4.4 of Annex VII (Cost sharing, monitoring and settlement);</i>
<b>“MPC”:</b>	<i>means the maximum payment condition;</i>
<b>“MRC”:</b>	<i>shall have the meaning set forth in Recital 2;</i>
<b>“NEMO”:</b>	<i>means any legal person designated as a “nominated electricity market operator” from time to time pursuant to the CACM Regulation and Applicable Law;</i>
<b>“NEMO Committee” or “NC”:</b>	<i>means the governing body of the Cooperation as established and operated in accordance with the relevant provisions of the ANCA;</i>
<b>“NEMO DA SC”:</b>	<i>the steering committee as organized under this Agreement;</i>

<b>“NEMO’s Specific Functionality”:</b>	<i>shall have the meaning set forth in Article 5.6.2;</i>
<b>“NEMO Vote”:</b>	<i>means the collective vote that NEMOs submit for the purposes of MCSC decisions under DAOA;</i>
<b>“Non Co-owner NEMO”:</b>	<i>means any NEMO which is not a DA MCO Function Assets Co-owner;</i>
<b>“Non-Operational NEMO”:</b>	<i>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;</i>
<b>“Non-Servicing NEMO”:</b>	<i>with respect to each Serviced NEMO, means any NEMO other than its Servicing NEMO;</i>
<b>“Notice”:</b>	<i>shall have the meaning set forth in Article 18.1;</i>
<b>“NRA”:</b>	<i>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;</i>
<b>“Observer”:</b>	<i>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;</i>
<b>“Operational Calendar”:</b>	<i>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;</i>
<b>“Operational Calls”:</b>	<i>is any call concerning operations different from the Daily Call and the Incident Call as further described in the Operational Procedures OPE02;</i>
<b>“Operational Date”:</b>	<i>means the date on which a Party becomes an Operational NEMO;</i>
<b>“Operational Breach”:</b>	<i>means any breach by a Party of Article 6, except for Articles 6.6, 6.7 and 6.8, or of the Operational Procedures;</i>
<b>“Operational Liability Claim”:</b>	<i>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;</i>
<b>“Operational NEMO”:</b>	<i>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;</i>
<b>“Operational Procedures”:</b>	<i>means the procedures set under Annex XII;</i>

- “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);*

<b>“Preliminary Market Coupling Results”:</b>	<p><i>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:</i></p> <ul style="list-style-type: none"><li><i>a) the single clearing price for each Bidding Area and Market Time Unite (MTU) in EUR/MWh,</i></li><li><i>b) the single net position for each Bidding Area and each MTU,</i></li><li><i>c) the approximation of matched volumes of each NEMO trading hub per Bidding Area for each relevant MTU,</i></li><li><i>e) the scheduled exchanges between Bidding Area s (in case of direct current interconnectors separately for each of them) and between scheduling areas,</i></li><li><i>d) scheduled exchanges between NEMO trading hubs per Bidding Area for each relevant MTU,</i></li><li><i>f) the information which enables the execution status of orders to be determined, and</i></li><li><i>g) the acceptance ratio for each block as defined in the day-ahead products,</i></li></ul> <p><i>plus such other results as the Parties may agree from time to time to be incorporated in the above list;</i></p>
<b>“PUN”:</b>	<p><i>means the Italian uniform purchase price;</i></p>
<b>“PX”:</b>	<p><i>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;</i></p>
<b>“Quarterly Account”:</b>	<p><i>shall have the meaning set forth in Section 1.1.6.2., letter b) of Annex VII (Cost sharing, monitoring and settlement);</i></p>
<b>“Quarterly Report”:</b>	<p><i>shall have the meaning set forth in Section 1.1.4.4. of Annex VII (Cost sharing, monitoring and settlement);</i></p>
<b>“Requirement”:</b>	<p><i>means the description of any update, upgrade, modification or new development of the DA MCO Function Assets approved by the NEMO DA SC;</i></p>

- “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;*

**2.3** Parties agree to entirety replace Article 1.2.3.1 with the following text:

*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.*

2.4 Parties agree to entirely delete Article 2.2

2.5 Parties agree to replace Article 3.1 ii) lett. I with the following text:

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

2.6 Parties agree to replace Article 6.1.1.2 with the following text:

*6.1.1.2 Each Daily Observer has the right to receive information on the DA MCO Function Operations during its performance (e.g. via emails and/or silent participation in the Daily Operational Calls and the Incident Calls), but without any right to directly intervene (i.e. speak) within the Daily Operational Calls and the Incident Calls (only indirectly through its Servicing NEMO) unless directly affected the Incident. In such event, the affected Daily Observer is entitled to directly intervene (i.e. speak) pursuant to Article 6.1.1.7 ii).*

2.7 Parties agree to supplement Article 6.1.1.7 with the following text:

*In the event of an Incident, each Serviced NEMO is entitled to be invited as appropriate either:*

*i) to participate in the Incident Committee without any possibility to intervene in case the Serviced NEMO is not directly affected by that Incident, or*

*ii) to participate in and intervene in the Incident Committee as a full rights participant, in case the Serviced NEMO is directly affected by that Incident*

*The details of such participation are described in the relevant Operational Procedure.*

2.8 Parties agree to replace Article 6.1.2.2 with the following text:

*6.1.2.2 To the extent permitted under Applicable Law, the Parties will adopt all reasonable measures to prevent Partial Decoupling and Full Decoupling from being considered by any third party - such as a market participant or TSO – as a default or a breach of this Agreement. An Operational NEMO which becomes aware of a default of its central counter party shall, acting in good faith, give due consideration to whether in all the circumstances and given the possible adverse effects on the overall market it should Partially Decouple from one or more areas of the day-ahead market according to the Operational Procedures and until the circumstances impacting its central*

*counterparty have been resolved.*

**2.9** Parties agree to entirely replace Article 9.4.2 with the following text:

*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*

**2.10** Parties agree to entirely replace Article 9.5.3 with the following text:

*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.*

**2.11** Parties agree to entirely replace Article 18.11.4.4 lett. a) with the following text:

*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;*

### **3 AMENDMENTS TO THE ANNEXES OF THE ANDOA**

**3.1** Parties agree to entirely replace Annex VII of ANDOA with the text provided in the Attachment 1 to this Second Amendment

### **4 MISCELLANEOUS**

**4.1** No provision of this Second Amendment shall be interpreted adversely against a Party solely because that Party was responsible for drafting that particular provision.

**4.2** Changes to this Second Amendment can only be made in writing, signed by all Parties.

**4.3** In the event of any ambiguity or inconsistency between this Second Amendment and the ANDOA in force previously to the entering into force of this Second Amendment, the text of this Second Amendment shall prevail.

**4.4** In the event of any ambiguity or inconsistency between the main body of this Second Amendment and its Attachments, the main body of the Second Amendment shall prevail over the Attachments. The Parties agree that Attachment 2 (consolidated version of the ANDOA as amended by Second Amendment) is hereby attached only for illustrative purposes and shall have no binding effect.

**4.5** For the avoidance of doubt, this Second Amendment is governed and shall be construed in accordance with Belgian law, to the exclusion of the provisions of conflict of laws thereof. In case of dispute between the Parties, arising out of or in relation with this Second Amendment, the dispute procedure set forth in Article 17 of the ANDOA shall apply.

### **5 ENTRY INTO FORCE**

**5.1** This Second Amendment shall enter into force on 6<sup>th</sup> of June 2023, retroactively as the case may be, provided that all Parties have signed it by sending a scan of the signed signatory page of the Second Amendment to a third coordinating party assigned by the

SECOND AMENDMENT TO THE ALL NEMO DAY-AHEAD OPERATIONAL AGREEMENT (ANDOA)

Parties. The third coordinating party will collect all copies of the received signed signatory pages and provide a copy of the main text of the Second Amendment with the copies of the signed signatory pages to the Parties.

5.2 For evidence reasons:

i) each Party shall also provide the third coordinating party with seventeen (17) original signed signatory pages (one per Party) of the Second Amendment. The third coordinating Party will collect all copies of the original signed signatory pages, compile them with the main text of the Second Amendment and provide each of the Parties one (1) original of the main text of the Second Agreement with the original signed signatory pages, which constitutes valid proof of the main text of the Second Amendment. The foregoing will not impact the date of entry into force of the Second Amendment; and

ii) [Redacted text block]

5.3 This Second Amendment is entered into for the duration of the ANDOA. For the avoidance of any doubt, should the ANDOA be earlier terminated, this Second Amendment shall be terminated accordingly.

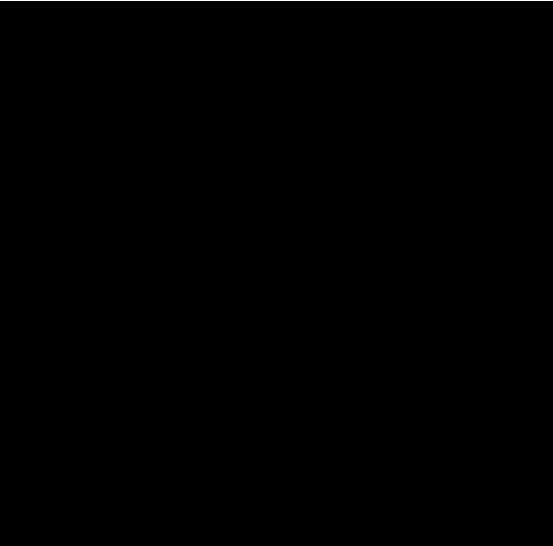
5.4 The parties are aware of the fact that OTE, a.s., irrespective of the applicable law of this Second Amendment, has a national legal obligation within the meaning of Section 2 (1) of Act No. 340/2015 Coll., *on special conditions for the entry into force of certain contracts, publishing and for the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

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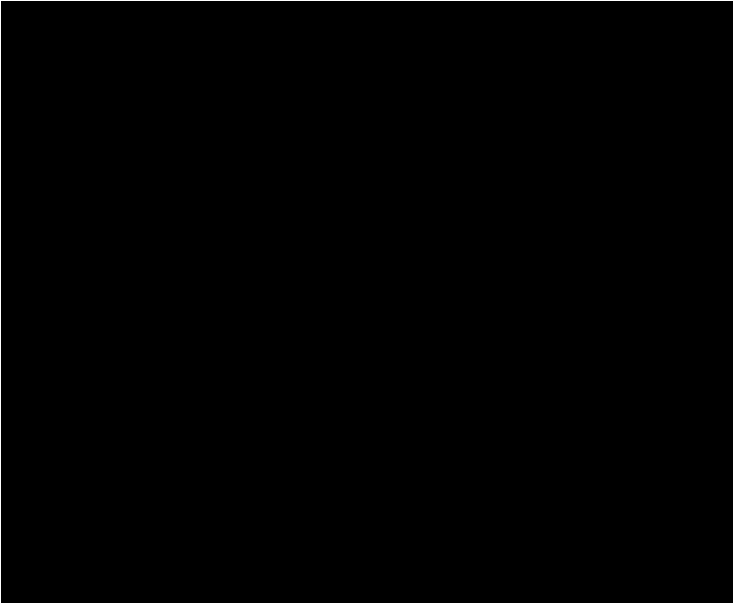
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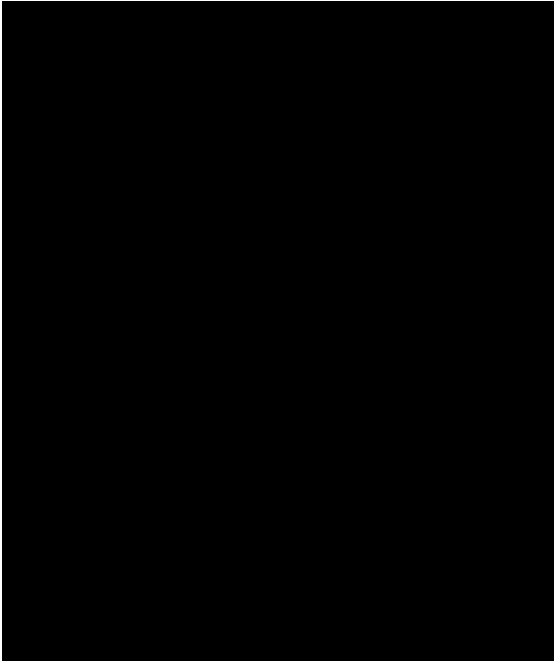
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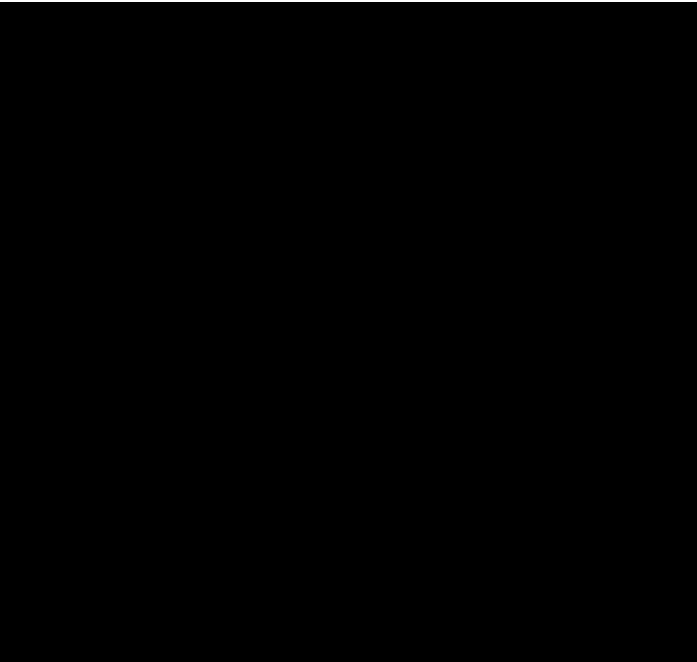


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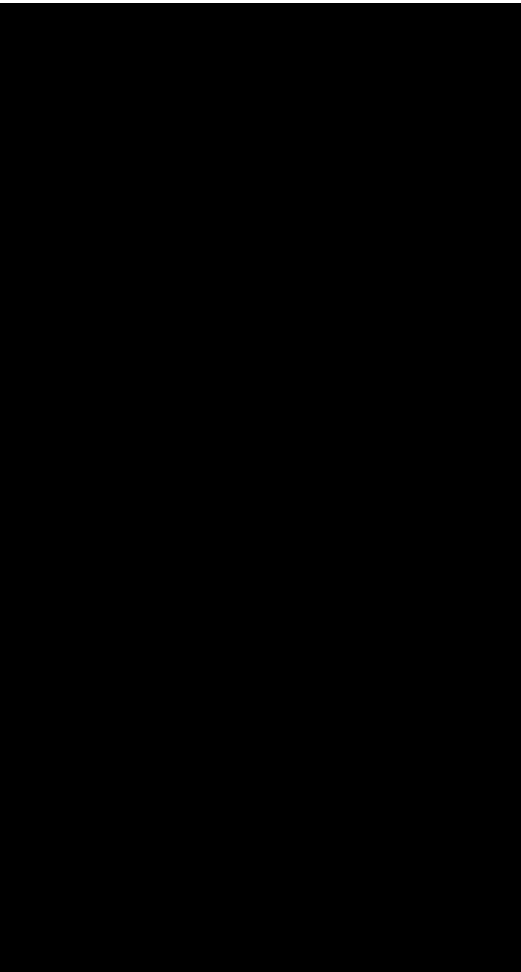




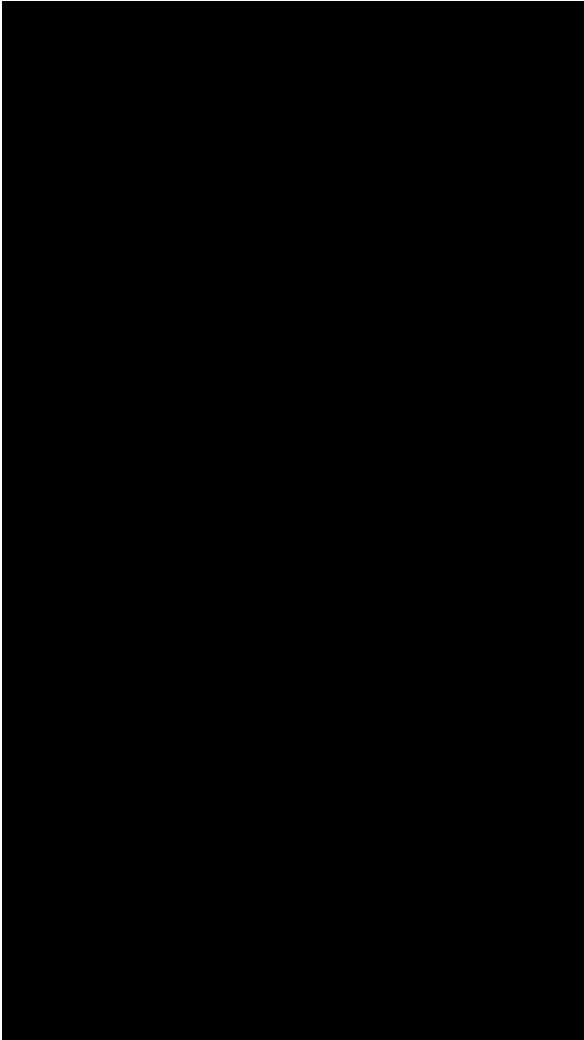
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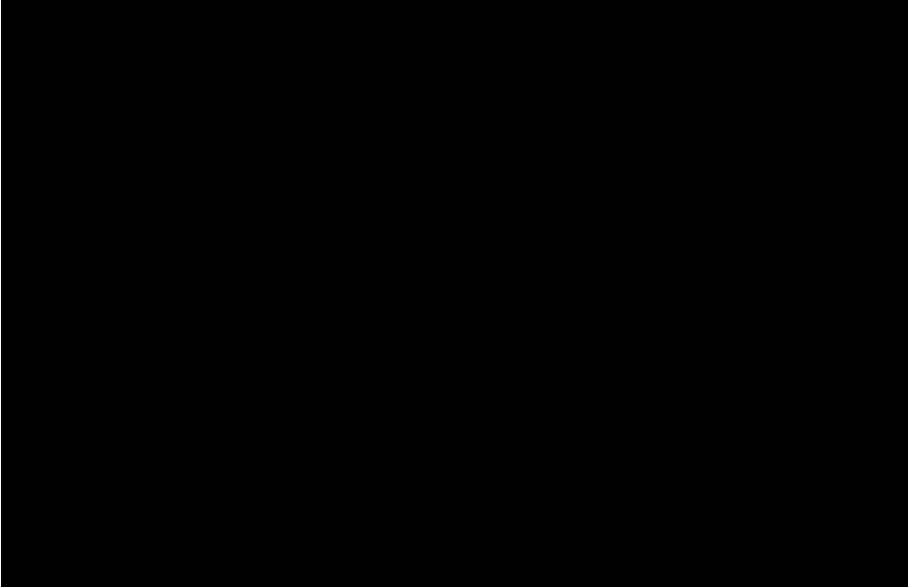
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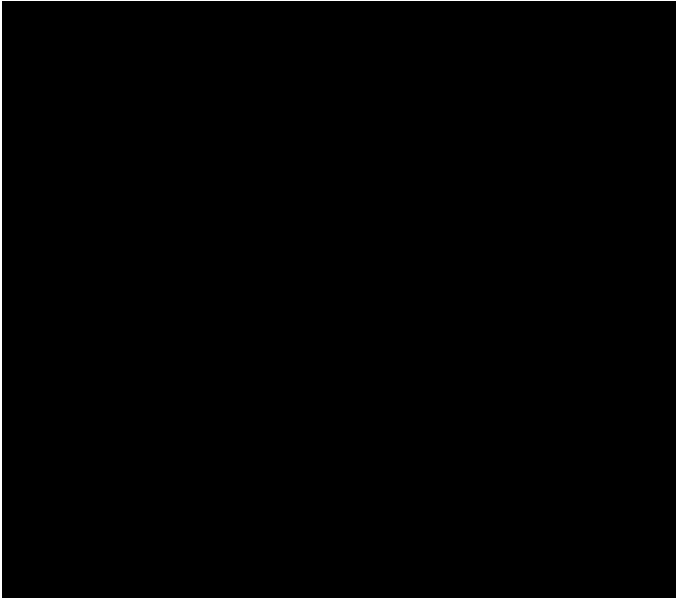
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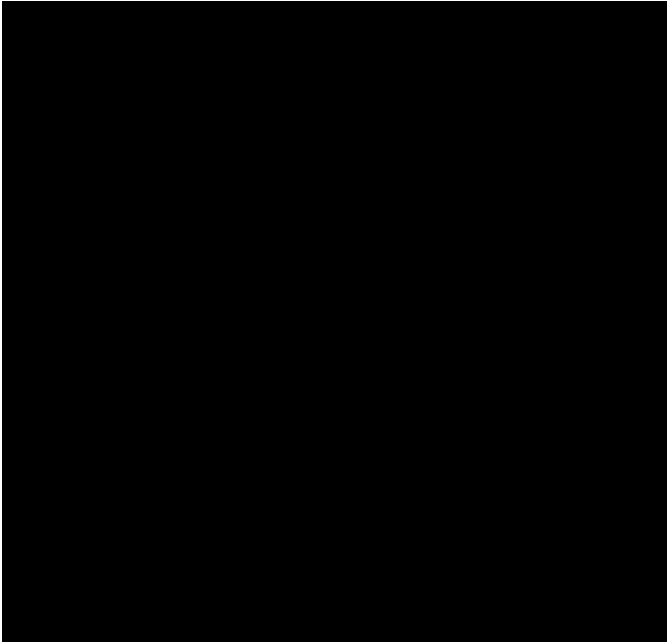
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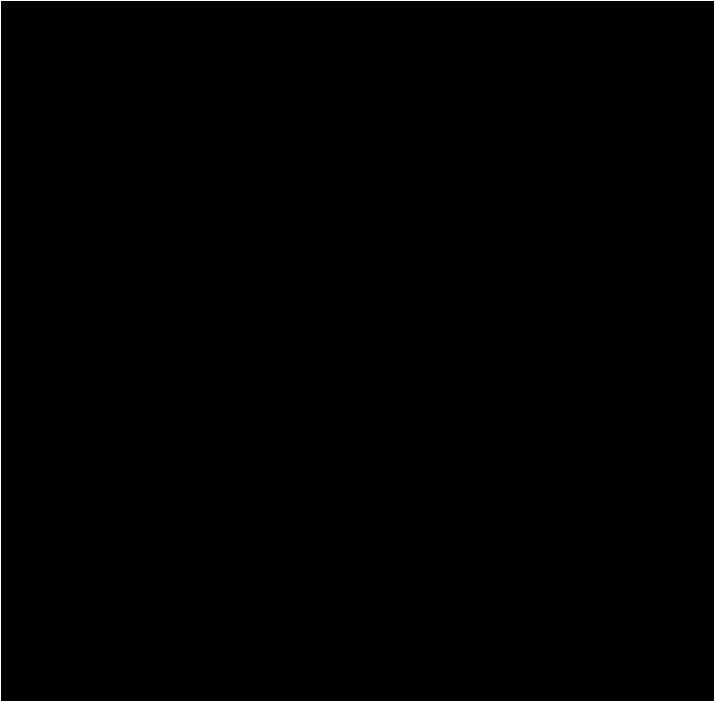
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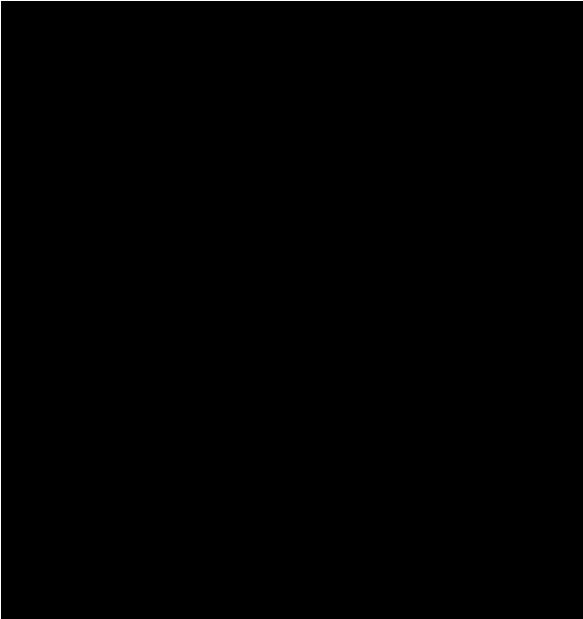


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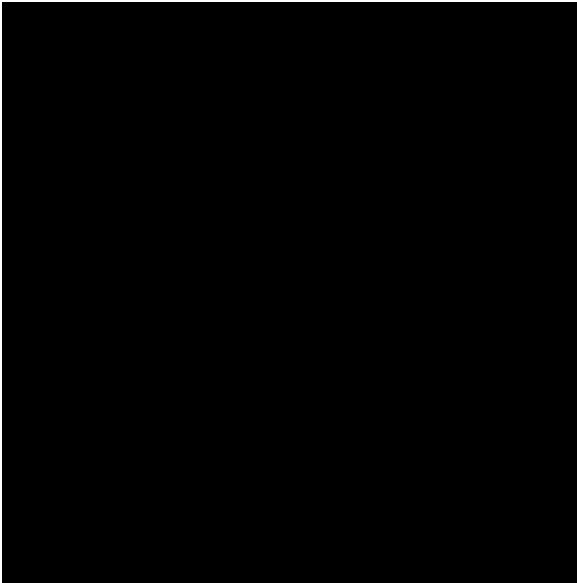




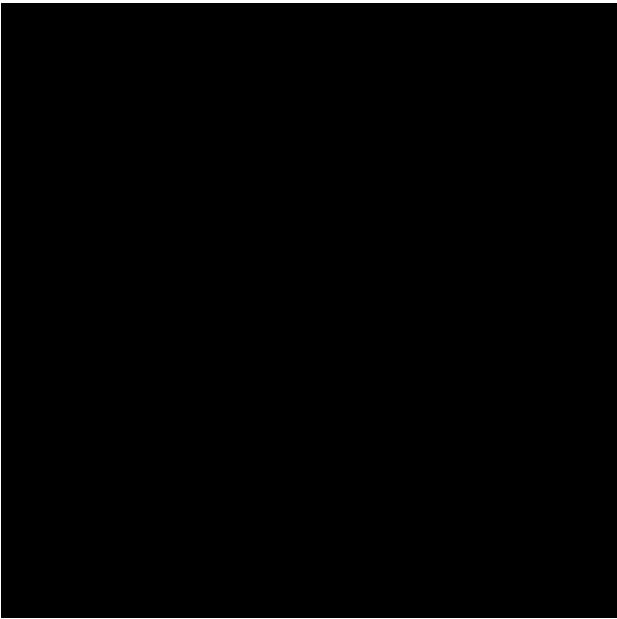
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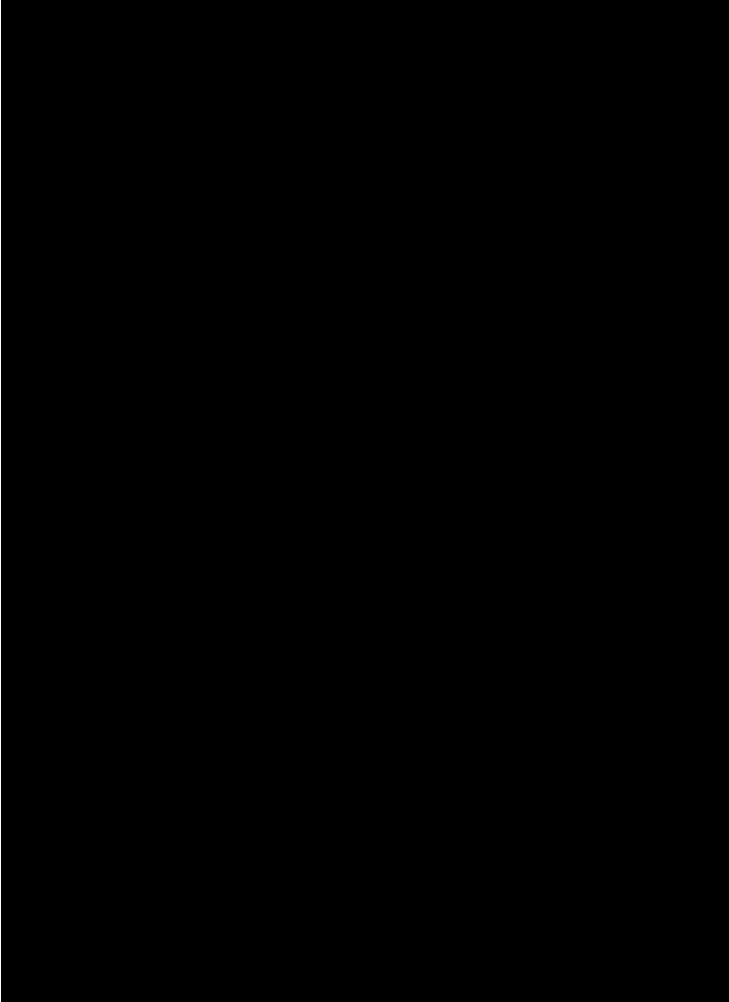
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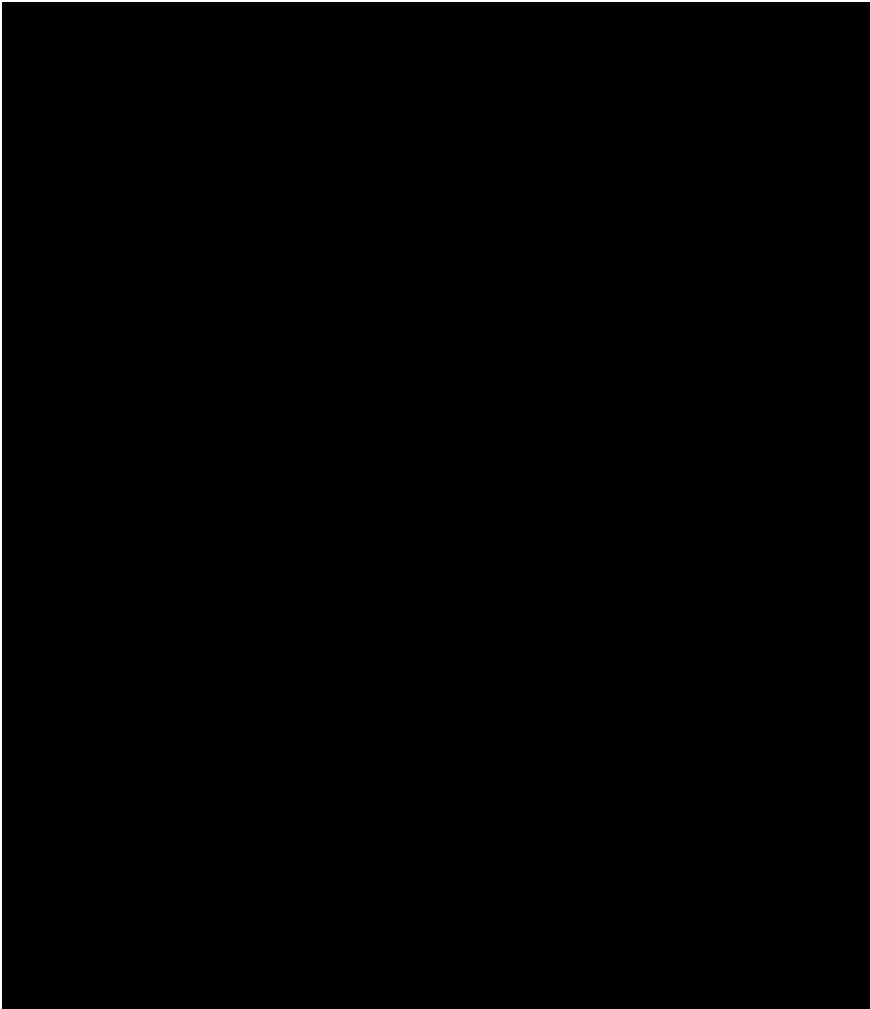
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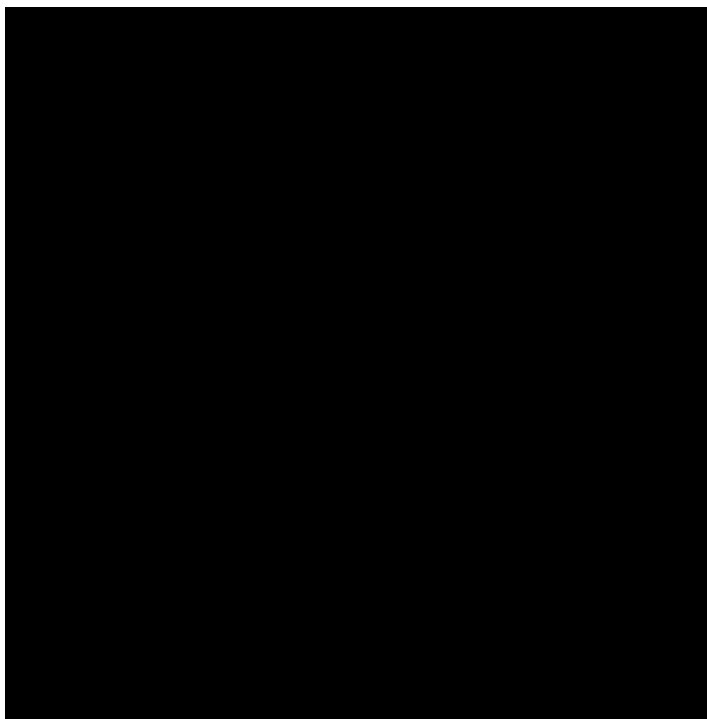
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SECOND AMENDMENT TO THE ALL NEMO DAY-AHEAD OPERATIONAL AGREEMENT (ANDOA)

List of Attachments:

**Attachment 1** - Annex VII of ANDOA as amended by the Second Amendment

**Attachment 2** - Consolidated version of the ANDOA as amended by the Second Amendment