

**First Amendment
to the
All NEMOs Intraday Operational Agreement (ANIDOA)**

This first amendment agreement to the All NEMOs Intraday Operational Agreement (hereinafter the “**First ANIDOA Amendment**”) is entered into by and 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 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, with V.A.T. number HR14645347149, having its registered office at Ulica grada Vukovara 284, 10000 Zagreb, Croatia, registered in the commercial register at Commercial Court in Zagreb under number 080914267;
3. **EirGrid plc (“EirGrid”)**, a company incorporated under the laws of Ireland, with V.A.T. number IE6358522H, having its registered office at The Oval, 160 Shelbourne Road, Ballsbridge Dublin 4, registered with the Company Registration Office under number 338522;
4. **EPEX Spot SE (“EPEX”)**, an European Company (Societas Europaea) incorporated under the Laws of France, with V.A.T. number FR 10508010501, having its registered office located at 5 boulevard Montmartre, 75002 Paris – France, registered with Commercial Register in Paris under the number 508 010 501 (in the meantime also legal successor of EPEX Spot Belgium SA as a result of a merger by acquisition);
5. **European Market Coupling Operator AS (“EMCO”)**, a company incorporated under the laws of Norway, with V.A.T. number NO 984 058 098 MVA, having its registered office at Lilleakerveien 2A, 0283 Oslo, Norway, registered in the Register of Business Enterprises under number 984 058 098;
6. **EXAA Abwicklungsstelle für Energieprodukte AG (“EXAA”)**, a company incorporated under the laws of Austria, with V.A.T. ATU52153208, 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;
7. **Gestore dei Mercati Energetici S.p.A. (“GME”)**, a company organised and existing under the laws of Italy, with V.A.T. number IT 06208031002, having its registered office at Viale Maresciallo Pilsudski, 122/124, 00197 Rome, registered with Companies Register of Rome under the number RM 953866 under Italian tax code;
8. **HELLENIC ENERGY EXCHANGE S.A. (“HEEx”)**, 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;
9. **HUPX Hungarian Power Exchange Company Limited by Shares (“HUPX”)**, a company incorporated under the laws of Hungary, with V.A.T. number HU13967808, having its registered office at 1134 Budapest, Dévai u. 26-28, Hungary, registered in the commercial register at Budapest Metropolitan Court, under number 01-10-045666;
10. **Independent Bulgarian Energy Exchange (“IBEX”)**, a company incorporated under the laws of Bulgaria, with V.A.T. number BG202880940, having its registered office at 19 Kniaz Alexander Dondukov Blvd., 1000, Sofia, Bulgaria, registered in the commercial register at Bulgarian Registry Agency under number 202880940;
11. **OMI-Polo Español, S. A (“OMIE”)**, a company incorporated and existing under the laws of Spain, with V.A.T. number A-86028885, registered office at Alfonso XI n° 6, 28014 Madrid, Spain, and registered with the Commercial Register in Madrid under Section 8, Hoja: M-506799;

12. **Operatorul Pietei de Energie Electrica si de Gaze Naturale “OPCOM” S.A. (“OPCOM”)**, a company incorporated and existing under the laws of Romania, with V.A.T. number RO13278352, having its registered office at 16-18 Bd. Hristo Botev, 3rd District, Bucharest, PC.030236, Romania, and registered with the Bucharest Trade Register Office under the number J40/7542/2000;
13. **OTE, a.s. (“OTE”)**, a company incorporated and existing under the laws of the Czech Republic, with V.A.T. number CZ26463318 having its registered office at Sokolovská 192/79, 186 00 Prague, Czech Republic, and registered with the Commercial Register in Municipal Court in Prague, Section B 7260 under the number 264 63 318, OTE’s contract number: 25/17;
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, registered with the Companies House under number NI038718; and
15. **Towarowa Gięlda 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, registered in the commercial register at National Court Register under number 0000030144.

Hereinafter individually also referred to as “**NEMO**” or “**Party**” and collectively as “**NEMOs**” or “**Parties**”;

WHEREAS:

- A) On 12 June 2018, the Parties entered into the All NEMOs Intraday Operational Agreement (hereinafter “**ANIDOA**”), in order to regulate their cooperation in respect of the development, implementation and operation of the SIDC;
- B) On 14 March 2016, EPEX, EMCO (previously called Nord Pool), GME and OMIE entered into the MPLS Services Framework Agreement with the MPLS Network Service Provider, in order to have an MPLS communication network available between their LTS and the XBID System;
- C) The Parties wish to amend the ANIDOA to take into account new arrangements to which they have agreed in the meantime and to correct already agreed wording.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1. General

- 1.1 Capitalized terms used in this First ANIDOA Amendment shall have the meaning attributed to them in Annex 1 (Definition List) to the ANIDOA unless otherwise specified in this First ANIDOA Amendment.
- 1.2 This First ANIDOA Amendment contains certain amendments to the ANIDOA and should be read in conjunction with it. Except as expressly set out in this First ANIDOA Amendment, the ANIDOA remains unaffected and in full force and effect.
- 1.3 In the event of any inconsistency between this First ANIDOA Amendment and the ANIDOA, the provisions of this First ANIDOA Amendment shall prevail. The Parties agree that Annex 6 (“Consolidated All NEMO Intraday Operational Agreement with the First ANIDOA Amendment provisions”) is hereby attached only for illustrative purposes and shall have no binding effect.

ARTICLE 2. Amendments to the ANIDOA

2.1 The Parties agree that the following changes shall be implemented to the identification of the Parties in the ANIDOA:

- i) EPEX Spot Belgium SA is removed as a party to the ANIDOA, as a result of its acquisition by EPEX SPOT SE under a merger between EPEX Spot Belgium SA and EPEX SPOT SE;
- ii) the identification of EPEX SPOT SE shall be supplemented with the following sentence:
“(in the meantime also legal successor of EPEX Spot Belgium SA as a result of a merger by acquisition)”;
- iii) in the identification of Independent Bulgarian Energy Exchange, the words “16 Veslets Str., Sofia, 1000, Bulgaria” shall be replaced with the words “19 Kniaz Alexander Dondukov Blvd., 1000, Sofia, Bulgaria”;
- iv) the identification of Nord Pool AS shall be entirely replaced by the following wording:
“European Market Coupling Operator AS (“EMCO”), a company incorporated under the laws of Norway, with V.A.T. number NO 984 058 098 MVA, having its registered office at Lilleakerveien 2A, 0283 Oslo, Norway, registered in the Register of Business Enterprises under number 984 058 098;”
- v) the identification of Operator of Electricity Market S.A. shall be entirely replaced by the following wording:
“HELLENIC ENERGY EXCHANGE S.A. (“HEEx”), 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;”

2.2 The Parties agree that Article 11.4 of the ANIDOA shall be supplemented with the following Article 11.4.3:

“11.4.3. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

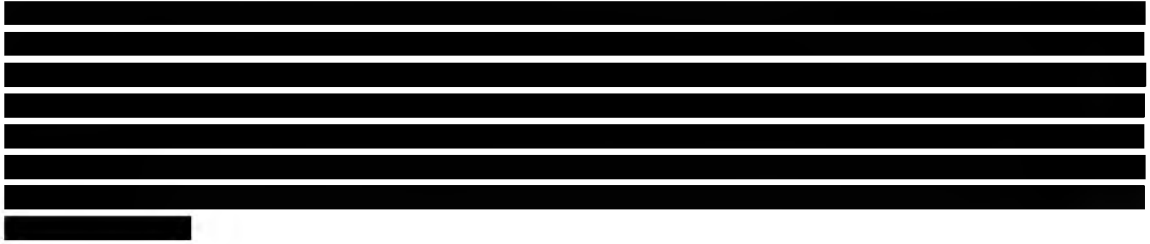
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



2.3 The Parties agree:

- i) to replace the current Annex 1 (Definition list) to the ANIDOA by the adapted Annex 1 (Definition list) attached as annex 1 to this First ANIDOA Amendment;
- ii) to replace the current Annex 3 (Financial modalities / budget / invoicing modalities) to the ANIDOA by the adapted Annex 3 (Financial modalities / budget / invoicing modalities) as attached as annex 2 to this First ANIDOA Amendment;
- iii) to replace the current Annex 5 (Procurement procedure) to the ANIDOA by the adapted Annex 5 (Procurement procedure) as attached as annex 3 to this First ANIDOA Amendment;
- iv) to replace the current Annex 9 (Rules of Internal Order (RIO)) to the ANIDOA by the adapted Annex 9 (Rules of Internal Order (RIO)) as attached as annex 4 to this First ANIDOA Amendment;
- v) to replace the current Annex 10 (Accession Declaration form) to the ANIDOA by the adapted Annex 10 (Accession Declaration form) as attached as annex 5 to this First ANIDOA Amendment; and
- vi) to replace the current Annex 11 (NEMO Change Control Procedure) to the ANIDOA by the adapted Annex 11 (NEMO Change Control Procedure) as attached as annex 6 to this First ANIDOA Amendment.

ARTICLE 3. Entry into force, applicable law and dispute resolution

3.1 This First ANIDOA Amendment shall retroactively enter into force as of 18 December 2018, provided that all Parties have signed it by sending a scan of the signed signatory page of the First ANIDOA Amendment to a third coordinating party assigned by the 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 First ANIDOA Amendment with the copies of the signed signatory pages to the Parties.

3.2 For evidence reasons:

- i) each Party shall also provide the third coordinating party with fifteen (15) original signed signatory pages (one per Party) of the First ANIDOA Amendment. The third coordinating Party will collect all copies of the original signed signatory pages, compile them with the main text of the First ANIDOA Amendment and provide each of the Parties one (1) original of the main text of the First ANIDOA Amendment with the original signed signatory pages, which constitute valid proof of the main text of the First ANIDOA Amendment. The foregoing will not impact the date of entry into force of the First ANIDOA Amendment; and

ii) expressly derogating to Article 1325 of the Belgian Civil Code, each Party shall receive a zipfile from the third coordinating Party bearing the label “First ANIDOA Amendment with annexes”, containing a copy of the First ANIDOA Amendment and its annexes, which are identified by the following checksum ebad03879b8a07b8e75e4d4757c9b792012c6e8a3c8439eb861a94ced3f3ef55 created with the algorithm SHA-256 (Secure Hash Algorithm). The electronic versions of the documents in this zipfile bearing the label “First ANIDOA Amendment with annexes” and identified by the aforementioned checksum, constitutes valid proof of these documents regardless of the manner in which this zipfile has been delivered to the parties (either via a durable medium, email or via the common (online) storage place referred to in Article 37.9 ANIDOA). The original signed paper versions of the main text of the First ANIDOA Amendment shall, in case of deviation or contradiction, prevail over any electronic version thereof.

3.3 OTE has a national legal obligation within the meaning of Section 2 (1) of the Czech Act No. 340/2015 Coll., on special conditions for the entry into force of certain contracts, the contract publishing and on the National Contract Registry of the Czech Republic according to which this First ANIDOA Amendment shall only come into force in relation to the rights and obligations of OTE subject to its prior publication of the First ANIDOA Amendment in the National Contract Registry of the Czech Republic. All Parties hereby acknowledge this formality for OTE and accept that the validity of this First ANIDOA Amendment for OTE is subject to the abovementioned publication (it being understood that the validity between the other Parties remains unaffected by this condition). OTE commits to comply with this formality without delay and to inform all Parties, without any delay, of the fulfilment thereof.

No Confidential Information shall be disclosed during the course of complying with such obligation, including by redacting all such Confidential Information from any materials or documents.

3.4 For the avoidance of doubt, Article 35 (Governing law), Article 36 (Dispute resolution and jurisdiction) and all relevant provisions of Article 37 (Miscellaneous) of the ANIDOA shall apply to this First ANIDOA Amendment.

* * *

IN WITNESS THEREOF, and without prejudice to the procedure of sending scanned signatory pages set forth in Article 3.1, this First ANIDOA Amendment has been duly executed in fifteen (15) original documents by the undersigned authorised representatives.

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First Amendment to the All NEMO Intraday Operational Agreement (ANIBOA)
Confidential

For: BSP Energy Exchange LL C ("BSP")



Date: 14th October 2019

For: BSP Energy Exchange LL C ("BSP")

Name:

Function:

Signature:

Date:



BSP Energetska Berza d.o.o.
Dunajska 156, SI-1000 Ljubljana

First Amendment to the All NEMO Intraday Operational Agreement (ANIDOA)
Confidential

For: CROATIAN POWER EXCHANGE Ltd.
("CROPEX")



Date:

9.10.2019.

HRVATSKA BURZA
ELEKTRIČNE ENERGIJE d.o.o.
Zagreb

For: CROATIAN POWER EXCHANGE Ltd.
("CROPEX")

Name:
Function:
Signature:

Date:

For: EirGrid plc (“EirGrid”)



Date:

For: EirGrid plc (“EirGrid”)




Date:

For: EPEX SPOT SE ("EPEX")

Name:

Function:

Signature: 

Date: 

For: EPEX SPOT SE ("EPEX")

Name:

Function:

Signature: _____

Date: _____

23 OCT. 2019



First Amendment to the All NEMO Intraday Operational Agreement (ANIDOA)
Confidential

For: European Market Coupling Operator AS
("EMCO")
Name:
Function:
Signature:

For: European Market Coupling Operator AS
("EMCO")
Name: European Market
Coupling Operator AS
Function:
Signature:



Date: _____

Date: 2019-10-09

**For: EXAA Abwicklungsstelle für
Energieprodukte AG ("EXAA")**

Name:
Function:
Signature:



Date: 04.10.2019

**For: EXAA Abwicklungsstelle für
Energieprodukte AG ("EXAA")**

Name:
Function:
Signature:



Date: 04.10.2019

For: GESTORE DEI MERCATI ENERGETICI
S.P.A. ("GME")
Name: [REDACTED]
Function: [REDACTED]
Signature: [REDACTED]

For: GESTORE DEI MERCATI ENERGETICI
S.P.A. ("GME")
Name:
Function:
Signature:

Date: 09/10/2019

Date: _____

For: HELLENIC ENERGY EXCHANGE S.A.
("HEEx")
Name:
Function:
Signature:



For: HELLENIC ENERGY EXCHANGE S.A.
("HEEx")
Name:
Function:
Signature:

Date: _____

06 NOV 2019

Date: _____

**For: HUPX Hungarian Power Exchange
Company Limited by Shares ("HUPX Ltd.")**

Name: [REDACTED]

Function: [REDACTED]

Signature:
[REDACTED]

Date:

**For: HUPX Hungarian Power Exchange
Company Limited by Shares ("HUPX Ltd.")**

Name: [REDACTED]

Function: [REDACTED]
[REDACTED]

2019 NOV. 08

For: Independent [REDACTED] Exchange
("IBE [REDACTED])
Signature: [REDACTED]

Date: 04/10/201

For: Independent Bulgarian Energy Exchange
("IBEX")
Name:
Function:
Signature:

Date:

First Amendment to the All NEMO Intraday Operational Agreement (ANIDOA)
Confidential

For: OMI, POLO ESPAÑOL, S.A. ("OMIE")

Name:

Function:

Signature:

[Redacted signature area]

Date:

18/10/2019

For: OMI, POLO ESPAÑOL, S.A. ("OMIE")

Name:

Function:

Signature:

Date:

[Redacted signature area]

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

Name: [REDACTED]

Function: [REDACTED]

Signature:
[REDACTED]

Date: [REDACTED]

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

Name: [REDACTED]

Function: [REDACTED]

Signature:
[REDACTED]

Date: [REDACTED]

OPERATORUL PIEȚEI DE ENERGIE ELECTRICĂ
ȘI DE GAZE NATURALE “OPCOM” S.A.
Nr. 10/99
Anul 2019 Luna 10 Ziaua 15

[Handwritten signature]

First Amendment to the All NEMO Intraday Operational Agreement (ANIDOA)

Confidential



For: OTE, a.s. ("OTE")

Name: [Redacted]

Function: [Redacted]

Signature:

For: OTE, a.s. ("OTE")

Name: [Redacted]

Function: [Redacted]

Signature: [Redacted]

Date: 19. 11. 2019

Date: 19. 11. 2019

For: **SONI Limited** (“SONI”)



Date:

For: **SONI Limited** (“SONI”)



Date:

For: **Towarowa Gięda Energii S.A. ("TGE")**



Date:

For: **Towarowa Gięda Energii S.A. ("TGE")**



Date:

Annex 1: Adapted Annex 1 (Definition list)

Annex 2: Adapted Annex 3 (Financial modalities / budget / invoicing modalities)

Annex 3: Adapted Annex 5 (Procurement procedure)

Annex 4: Adapted Annex 9 (Rules of Internal Order (RIO))

Annex 5: Adapted Annex 10 (Accession Declaration form)

Annex 6: Adapted Annex 11 (NEMO Change Control Procedure)

Annex 7: Consolidated All NEMO Intraday Operational Agreement with the First ANIDOA Amendment provisions