

Side Letter to the Intraday Operations Agreement (“IDOA”) for the development and implementation of Intraday Auctions in the Core Capacity Calculation Region (“Core IDA RIP”) by

1. **50Hertz Transmission GmbH**, a company incorporated under the laws of Germany, having its registered office at Heidestraße 2, 10557 Berlin, Germany, registered in the commercial register at Amtsgericht Charlottenburg under number HRB 84446 B;
2. **Amprion GmbH**, a private limited liability company (Gesellschaft mit beschränkter Haftung) organised and existing under the laws of Germany, having its registered office at Robert-Schumann-Str. 7, 44263 Dortmund, Germany, and registered in the commercial register at Amtsgericht Dortmund under the number HRB 15940;
3. **Austrian Power Grid AG**, a company incorporated under the laws of Austria in the form of an AG, with registered office at IZD Tower, Wagramer Str.19, 1220 Wien, Austria, registered in the commercial register at Handelsgericht Wien under number FN 177696v;
4. **BSP Energy Exchange LL C**, 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;
5. **ČEPS, a.s.**, a company incorporated under the laws of Czech Republic, having its registered office at Elektrarenska 774/2, 101 52 Praha 10, Czech Republic, and incorporated in the Commercial Register kept by the Municipal Court in Prague, Section B, Entry 5597, with the Company Identification number 25702556;
6. **CREOS Luxembourg S.A.**, a company incorporated under the laws of Luxembourg, having its registered office at 105 rue de Strassen, L-2555 Luxembourg, registered in the commercial register at Luxembourg under number B. 4513;
7. **CROATIAN POWER EXCHANGE Ltd.**, a company organised and existing under the laws of Republic of Croatia, having its registered office at Slavonska avenija 6/A, 10000 Zagreb, Republic of Croatia and registered with the court registry of the Commercial Court in Zagreb under the number 080914267 and VAT ID HR14645347149;
8. **Croatian Transmission System Operator Plc. (HOPS d.d.)**, a company incorporated under the laws of Croatia, having its registered office at Kupska 4, HR-10000 Zagreb, Croatia, registered in the court register of the Commercial Court in Zagreb under the company registration number 080517105;
9. **ELES, d.o.o.**, sistemski operater prenosnega elektroenergetskega omrežja, a company incorporated under the laws of Slovenia, having its registered office at Hajdrihova 2, 1000 Ljubljana, Slovenia, under commercial register number 5427223000;
10. **Elia Transmission Belgium S.A.**, a company incorporated under the laws of Belgium, having its registered office at 20 Boulevard de l'Empereur, B-1000 Bruxelles, registered with the Banque carrefour des entreprises (RPM Bruxelles) under number 0731.852.231;
11. **EPEX Spot SE**, a European Company (Societas Europaea) organised and existing under the laws of France, having its registered office at 5 Boulevard Montmartre, 75002 Paris, France, and registered with the Commercial Register in Paris under the number 508 010 501 and VAT n° FR 10508010501;
12. **Nord Pool European Market Coupling Operator AS**, a company organised and existing under the laws of Norway, having its registered office at Lilleakerveien 2A, 0283 Oslo, Norway, and registered with Register of Business Enterprises in Norway under the number 984 058 098 and VAT n° NO 984 058 098 MVA;
13. **HUPX Hungarian Power Exchange Company Limited by Shares**, 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;

14. **MAVIR Hungarian Independent Transmission Operator Company Ltd.**, a company incorporated under the laws of Hungary, having its registered office at 1031 Budapest, Anikó u. 4, Hungary, registered in the Commercial Register kept by the Hungarian Company Registry Court of Budapest-Capital Regional Court with the Company Identification number 01-10-044470;
 15. **National Power Grid Company Transelectrica S.A.**, a Romanian company with a dualist management system, having its registered office at 33 General Gheorghe Magheru Blvd., 1st District, Bucharest and mailing address at Olteni no. 2-4, 3rd District, Bucharest, postal code 030786, registered with the Bucharest Trade Registry with number J40/8060/2000 and sole code of identification 13328043;
 16. **OKTE, a.s.**, a company incorporated and existing under the laws of the Slovak Republic, with V.A.T. number SK2023089728, having its registered office at Mlynské nivy 48, 821 09 Bratislava, Slovak Republic, registered with the Commercial register at District Court Bratislava I, Section Sa, File No. 5087/B under the number 45 687 862;
 17. **Operatorul Pieței de Energie Electrică și de Gaze Naturale “OPCOM” S.A.**, 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;
 18. **OTE, a.s.**, 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: [REDACTED];
 19. **Polskie Sieci Elektroenergetyczne S.A.**, a company incorporated under the laws of Poland, having its registered office at Warszawska 165, 05-520 Konstancin-Jeziorna, Poland, entered in the national court register under number KRS 0000197596 by the District Court for the Capital City of Warsaw, 14th Commercial Department of the National Court Register and the share capital of 9.605.473.000,00 PLN paid in full amount;
 20. **RTE Réseau de transport d’électricité**, a company incorporated under the laws of France, having its registered office at Immeube Window, 7C Place du Dôme, 92073 La Défense CEDEX, registered in the commercial register at Nanterre under number 444 619 258;
 21. **Slovenská elektrizačná prenosová sústava, a.s.**, a company incorporated under the laws of Slovakia, having its registered office at Mlynské nivy 59/A, 824 84 Bratislava, Slovakia, incorporated in the Commercial Register kept by the District Court in Bratislava, Section Sa, Entry 2906/B, with Company Identification number 35829141;
 22. **TenneT TSO B.V.**, a private company incorporated under the laws of the Netherlands, having its registered office at Utrechtseweg 310, 6800 AR Arnhem, the Netherlands, registered with the trade register of the Chamber of Commerce of Centraal Gelderland, under number 09155985;
 23. **TenneT TSO GmbH**, a company incorporated and existing under the laws of Germany, having its registered offices at Bernecker Straße 70, 95448 Bayreuth, registered at the Amtsgericht Bayreuth under number HRB 4923;
 24. **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 National Court Register under number 0000030144 with the share capital paid in full in an amount of 14.500.000,00 PLN;
 25. **TRANSNET BW GmbH**, a limited liability company (GmbH) incorporated under the laws of Germany, having its registered office at Pariser Platz, Osloer Str. 15-17, 70173 Stuttgart, Germany, registered with the commercial register of Stuttgart under number HRB 740510;
- all being referred to as “**Party**” individually and/or “**Parties**” or “**Core IDA RIP Parties**” collectively;

Whereas:

- A. In accordance with Article 55 of the Commission Regulation (EU) 2015/1222 of 24 July 2015 establishing a guideline on capacity allocation and congestion management (hereinafter referred to as “CACM”) pricing of intraday capacity is needed. Based on ACER decision n° 01/2019 on the Methodology for pricing intraday cross-zonal capacity an auction mechanism shall be introduced to execute this goal by pooling of liquidity at fixed points in time. This is the so called intraday auction (hereinafter “IDA”) which means the implicit intraday auction trading session for simultaneously matching orders from different bidding zones and allocating the available intraday cross-zonal capacity at the bidding zone borders by applying a market coupling mechanism.
- B. To this end, NEMOs and TSOs participating in the Single Intraday Market Coupling (hereinafter “SIDC”) have set up an IDA project (hereinafter referred to as “SIDC IDA Project”), and have agreed that IDA algorithm as described in the ACER decision n° 04/2020 on Algorithm methodology will be established on PCR assets (EUPHEMIA and PMB).
- C. Based on Letter A and B above, and on the request of the Market Coupling Steering Committee (MCSC) the Parties establish a Regional Implementation Project (“RIP”) for the implementation of IDA in the Core Capacity Calculation Region (hereinafter referred to as “Core IDA RIP”).
- D. Parties are aware of the fact that Core IDA RIP is part of the SIDC and complements the continuous Intraday trading, therefore the compliance with the contractual framework of SIDC shall be ensured. Parties also take into account the fact that, while establishing the necessary contractual framework for Core IDA RIP, all TSOs, but not all NEMOs, in the Core Capacity Calculation Region are involved in Core IDA RIP. TSOs and NEMOs in the Core Capacity Calculation Region which are involved in Core IDA RIP are referred to as “**Core IDA RIP Parties**”.
- E. The aim of the Core IDA RIP Parties is to carry out an efficient project planning and analysis, to establish an efficient and adequate project structure working on the development and implementation of Core IDA RIP, making use of existing structures as much as possible and defining new structures where needed.
- F. With this Side Letter to the IDOA, the Parties intend to secure the rights and obligations deriving from the IDOA for Core IDA RIP.
- G. For information purposes only, TGE and PSE hereby declare that they have 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) n° 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).

therefore:

- 1. The Parties agree, that to allow for a timely implementation of Core IDA RIP, this Side Letter is governed by the IDOA and shall be construed accordingly, and that the Core IDA RIP Parties shall follow and apply the relevant principles and obligations set out in the IDOA as modified for IDAs in accordance with article 4.3.3 of the IDOA. Unless otherwise decided by the Parties, the relevant provisions of the IDOA shall apply mutatis mutandis to this Side Letter.
- 2. The Parties declare, that they will actively support the cooperation and communication with the SIDC IDA Project as this is a key element for the successful implementation of IDA and Core IDA RIP (as part of IDA).
- 3. The governance of the Core IDA RIP shall be carried out by the Parties by means of the Core IDA RIP Steering Group (“Core IDA RIP SG”), which is the decision-making body and, comprising representatives of the Parties with all necessary power and authority to take decisions binding upon their companies as far as Core IDA RIP is concerned in accordance with

the rules of internal order set forth in Annex 1. Core IDA RIP SG has the right to delegate its decision-making power to any subcommittees or working groups.

4. The Core IDA RIP SG is empowered to discuss and decide on any matter related to the implementation and development of the Core IDA RIP and any other matter for which it is expressly made competent pursuant to any other provision of this Side Letter (e.g. definition and organization of project deliverables, organization of testing activities and elaboration of operational post coupling procedures as the case may be).
5. The Parties declare that the Core IDA common costs (costs that are for the benefit of Core IDA RIP Parties), as accepted by the Core IDA RIP SG, of establishing and amending the SIDC will be shared among Core IDA RIP Parties – these will be invoiced according to the cost sharing, settlement and invoice provisions of the IDOA based on article 80 of the Commission Regulation (EU) 2015/1222 of 24 July establishing a guideline on capacity allocation and congestion management (CACM), recalculated for Core IDA RIP Parties. The Core IDA RIP Parties agree that PMO costs are considered as Core IDA common costs at the moment of entry into force of the Side Letter.
6. The Parties recognize that the costs set out in Point 5 above and the local costs related to the development and implementation of Core IDA RIP borne by NEMOs and TSOs may be submitted for approval to the relevant National Regulatory Authorities and subject to further cost recovery.
7. The Parties are aware of the fact that OTE, a.s., irrespective of the Applicable Law of this Side Letter, 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, to publish this Side Letter in the National Contract Registry of the Czech Republic and that, insofar as OTE is concerned, the coming-into-force of this Side Letter is subject to such prior publication of this Side Letter.
8. The Parties agree that the personal data of Parties' natural person managed for the purpose and in connection with and in the course of conclusion and performance of this Side Letter will be handled in accordance with European Union data protection legislation (Regulation 2016/679, hereinafter referred to as GDPR). Each Party is the Controller of such personal data in respect of its own processing operations. Respective Parties may provide other Parties of this Side Letter with a "Controller information clause" which is regulated in Annex 3 to this Side Letter. "Controllers' Information - personal data protection".
9. This Side Letter is governed by, and construed in all its aspects in accordance with, the laws of Belgium, without regard to its conflicts of law principles. As a last resort, in case a dispute cannot be solved amicably based on Amicable Dispute Resolution rules in Annex 2 to this Side Letter, it shall be settled according to Belgian Law before the competent court in Brussels.
10. This Side Letter enters into force retroactively on 11th January 2022 upon its signature by all Parties. This Side Letter is terminated upon the end of the implementation phase which shall be based on a Core IDA RIP SG decision.
11. Changes to this Side Letter can only be made in writing, signed by all Parties, except Annex 3, which can be modified by the concerned Party with a written notification to the other Parties.

Signature Pages

SIDE LETTER TO THE IDOA FOR THE DEVELOPMENT AND IMPLEMENTATION OF CORE IDA RIP

For: 50Hertz Transmission GmbH



SIDE LETTER TO THE IDOA FOR THE DEVELOPMENT AND IMPLEMENTATION OF CORE IDA RIP

For: Amprion GmbH



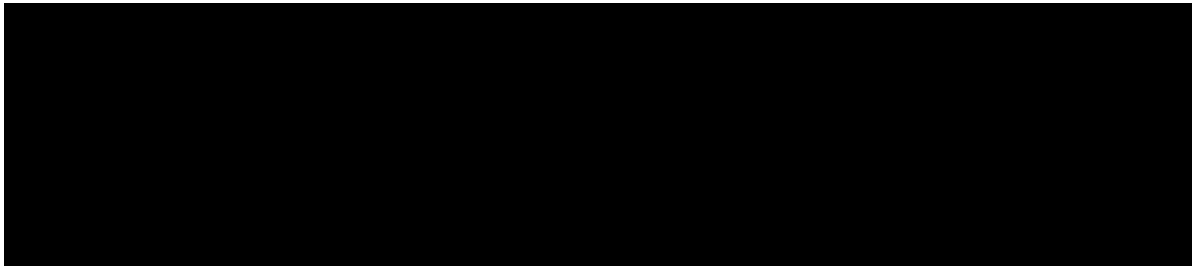
SIDE LETTER TO THE IDOA FOR THE DEVELOPMENT AND IMPLEMENTATION OF CORE IDA RIP

For: Austrian Power Grid AG



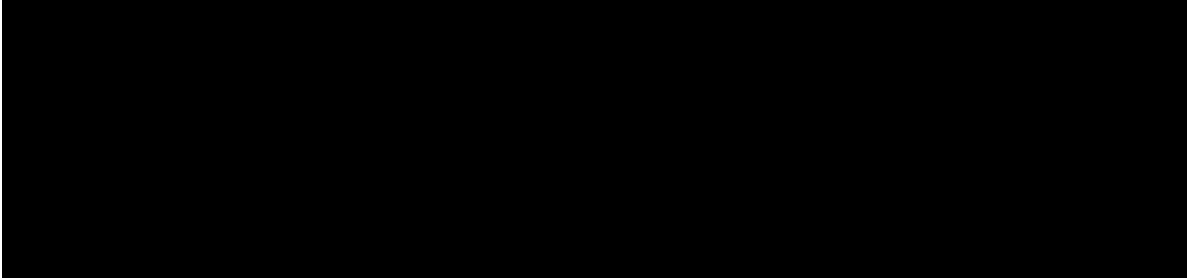
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For: BSP Energy Exchange LL C



SIDE LETTER TO THE IDOA FOR THE DEVELOPMENT AND IMPLEMENTATION OF CORE IDA RIP

For: ČEPS, a.s.



SIDE LETTER TO THE IDOA FOR THE DEVELOPMENT AND IMPLEMENTATION OF CORE IDA RIP

For: CREOS Luxembourg S.A.



SIDE LETTER TO THE IDOA FOR THE DEVELOPMENT AND IMPLEMENTATION OF CORE IDA RIP

For: CROATIAN POWER EXCHANGE Ltd.



SIDE LETTER TO THE IDOA FOR THE DEVELOPMENT AND IMPLEMENTATION OF CORE IDA RIP

For: Croatian Transmission System Operator Plc. (HOPS d.d.)



SIDE LETTER TO THE IDOA FOR THE DEVELOPMENT AND IMPLEMENTATION OF CORE IDA RIP

For: ELES, d.o.o., sistemski operater prenosnega elektroenergetskega omrežja



SIDE LETTER TO THE IDOA FOR THE DEVELOPMENT AND IMPLEMENTATION OF CORE IDA RIP

For: Elia Transmission Belgium S.A.



SIDE LETTER TO THE IDOA FOR THE DEVELOPMENT AND IMPLEMENTATION OF CORE IDA RIP

For: EPEX Spot SE



SIDE LETTER TO THE IDOA FOR THE DEVELOPMENT AND IMPLEMENTATION OF CORE IDA RIP

For: Nord Pool European Market Coupling Operator AS



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For: HUPX Hungarian Power Exchange Company Limited by Shares,



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For: MAVIR Hungarian Independent Transmission Operator Company Ltd.



SIDE LETTER TO THE IDOA FOR THE DEVELOPMENT AND IMPLEMENTATION OF CORE IDA RIP

For: National Power Grid Company Traselectrica S.A.



OKTE, a.s.



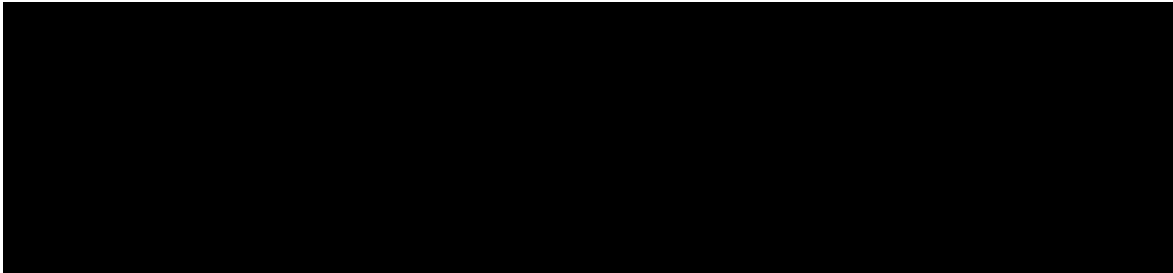
SIDE LETTER TO THE IDOA FOR THE DEVELOPMENT AND IMPLEMENTATION OF CORE IDA RIP

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



SIDE LETTER TO THE IDOA FOR THE DEVELOPMENT AND IMPLEMENTATION OF CORE IDA RIP

For: OTE, a.s.



SIDE LETTER TO THE IDOA FOR THE DEVELOPMENT AND IMPLEMENTATION OF CORE IDA RIP

For: Polskie Sieci Elektroenergetyczne S.A.



SIDE LETTER TO THE IDOA FOR THE DEVELOPMENT AND IMPLEMENTATION OF CORE IDA RIP

For: RTE Réseau de transport d'électricité



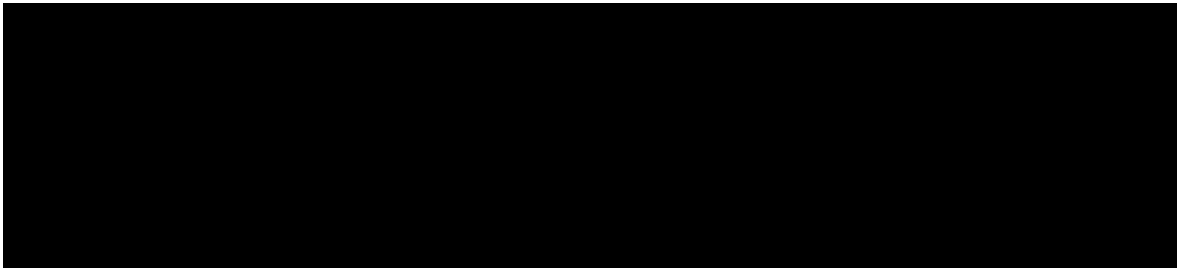
SIDE LETTER TO THE IDOA FOR THE DEVELOPMENT AND IMPLEMENTATION OF CORE IDA RIP

For: Slovenská elektrizačná prenosová sústava, a.s.



SIDE LETTER TO THE IDOA FOR THE DEVELOPMENT AND IMPLEMENTATION OF CORE IDA RIP

For: TenneT TSO B.V.



SIDE LETTER TO THE IDOA FOR THE DEVELOPMENT AND IMPLEMENTATION OF CORE IDA RIP

For: TenneT TSO GmbH



SIDE LETTER TO THE IDOA FOR THE DEVELOPMENT AND IMPLEMENTATION OF CORE IDA RIP

For: Towarowa Gielda Energii S.A.



SIDE LETTER TO THE IDOA FOR THE DEVELOPMENT AND IMPLEMENTATION OF CORE IDA RIP

For: TRANSNET BW GmbH



Annex 1

**RULES OF INTERNAL ORDER TO
CORE IDA RIP STEERING GROUP**

ARTICLE 1. GENERAL

These Rules of Internal Order (the "RIO") set forth the decision-making process rules of the Core IDA RIP Steering Group ("Core IDA RIP SG") as referred to in Point 3 of this Side Letter.

ARTICLE 2. REPRESENTATION, CHAIRMANSHIP

2.1. Representation

2.1.1. Each Party must designate in writing at least one representative at the Core IDA RIP SG. Each Party has always one vote, irrespective of the number of its Core IDA RIP SG representatives. Each Party has the right to give a power of attorney to another Party to represent it at Core IDA RIP SG.

2.1.2. The list of such representatives, including their contact details, are held by the Secretary. A Party may change its nominated representative(s) in the Core IDA RIP SG by providing the new contact details to the Secretary.

2.1.3. Each Party is, with respect to each meeting of the Core IDA RIP SG, duly represented either:

- (i) by the nominated representative(s) (as designated by it in the conditions described above); or
- (ii) if a nominated representative cannot attend a meeting of the Core IDA RIP SG, by any other person duly mandated and empowered to take decisions binding upon its company on all items of the agenda for the meeting of the Core IDA RIP SG.

2.1.4. If a Party is unable to attend a Core IDA RIP SG meeting either by its nominated representative or by any other mandated person of this Party, such Party may mandate the Core Core IDA RIP SG representative of another Party to represent it.

2.1.5. In case of replacement, the concerned Party informs the Secretary in writing before the Core IDA RIP SG meeting that it cannot attend, with indication of the name of the person representing the Party on its behalf. In case of replacement by another Party, the concerned Party provides the Secretary with the power of attorney given to the other Party.

2.1.6. One representative may represent more than one Party, provided it is duly mandated to do so.

2.2. Chairmanship

2.1.7. The meetings of the Core IDA RIP SG shall be jointly co-chaired by one (1) representative elected by the NEMOs and one (1) representative elected by the TSOs.

2.1.8. The Co-Chairs shall be elected in accordance with the following rules:

- (i) Any Party may nominate a candidate for a Chairperson.
- (ii) TSOs' Core IDA RIP SG' members and Core NEMOs' Core IDA RIP SG's members each elect separately by way of public voting one Co-Chair out of NEMOs and TSOs respectively.
- (iii) A candidate for a Co-Chair is elected if he/she receives more than 50% of the votes within the NEMOs or TSOs respectively.

SIDE LETTER TO THE IDOA FOR THE DEVELOPMENT AND IMPLEMENTATION OF CORE IDA RIP

- (iv) The Co-Chairs shall not be representatives of Parties from the same country.
- (v) The Co-Chairs are elected for a term of 12 months, re-election is possible.

2.1.9. Each Co-Chair may, in exceptional circumstances which prevent him/her to exercise his/her functions at a meeting of the Core IDA RIP SG, delegate such task to the other Co-Chair or to a representative of the NEMOs or TSOs, respectively.

2.1.10. The Co-Chairs shall be responsible for the following main tasks, in a coordinated manner:

- (i) convene Core IDA RIP SG meetings;
- (ii) drafting Core IDA RIP SG's agendas with the assistance of Secretary and fixing the Core IDA RIP SG's agendas in consultation with each other;
- (iii) co-chair Core IDA RIP SG's meetings;
- (iv) as long as a Secretary has not been established, ensure the administrative support of Core IDA RIP SG;
- (v) represent the Core IDA RIP SG externally;
- (vi) communicate on behalf of the Core IDA RIP SG's subject to Core IDA RIP SG's members approval.

2.1.11. Each Co-Chair shall not have voting rights and shall not be considered as representatives of their companies, unless they are nominated as the voting representatives of their companies. In the latter case, the Co-Chair shall safeguard impartiality in performing the Co-Chair tasks.

ARTICLE 3. TASK OF THE CORE IDA RIP SG

3.1 The Core IDA RIP SG shall be responsible for:

- (i) The efficient management of the cooperation between the Parties under this Side Letter and the delivery of the required deliverables by the Parties;
- (ii) Binding approval of design concepts, agreements, reports and other documents which are elaborated by respective working groups;
- (iii) Delegation of tasks and engagement of external support;
- (iv) Joint external communication on the Core IDA RIP including quality and quantity of information provided on the Core IDA RIP and timing of the delivery of such information to other stakeholders/ the public;
- (v) Establishment of subcommittees, regular or ad-hoc task forces and working groups, and setting and amending their terms of reference;
- (vi) Approval of the followings regarding budget and cost sharing:
 - o Budgeting and cost approvals;
 - o Review and validation of the Regional Common Costs;
 - o budget increase approval;
 - o specific approval of cost element;
 - o Presentation of costs to relevant decision bodies.
- (vii) Decision on and definition of the modalities of the involvement of other relevant stakeholders;

- (viii) Decision on the end of implementation phase of Core IDA RIP.

ARTICLE 4. SECRETARY OF CORE FB MC

- 4.1 The Secretary role is performed either by one (1) Party on rotating basis or by nomination by the Core IDA RIP SG or by a third party appointed by the Parties. The Secretary has no voting rights and can never (including in extraordinary circumstances) be mandated to vote for any Party.
- 4.2 The Secretary assists the Core IDA RIP SG, amongst others by:
- (i) Drafting the agenda, preparing session files and notices of the Core IDA RIP SG meetings and distributing them on behalf of the Co-Chairs;
 - (ii) Preparing the attendance list of the Core IDA RIP SG meetings;
 - (iii) Verifying before each Core IDA RIP SG meeting that the representatives attending the Core IDA RIP SG meetings have been either listed on the list of nominated representatives or has been notified as replacement. In the event of representation by another Party, the Secretary collects the power of attorney given by the Party not attending;
 - (iv) Prepare the minutes of the Core IDA RIP SG meeting;
 - (v) Ensuring the drafting and circulation of the minutes of the Core IDA RIP SG meeting;
 - (vi) Keep record in a common (online) storage place of the minutes and supporting documents of the Core IDA RIP SG meeting;
 - (vii) Any other task Core IDA RIP SG delegates to it;
 - (viii) based on a delegation by Core IDA RIP SG, assists subcommittees, task forces /working groups.
- 4.3. The costs of the Secretary are Regional Common Costs and shall be shared as set forth in Point 5. of this Side Letter.

ARTICLE 5. MEETINGS

- 5.1. Core IDA RIP SG's meetings shall be held at least on a quarterly basis. The Co-Chairs may jointly decide to convene Core IDA RIP SG meetings more often, or to cancel a scheduled Core IDA RIP SG meeting, provided such meeting is not necessary given the absence of matters to be discussed.
- 5.2. Core IDA RIP SG meetings can be held either physically or virtually (i.e. using tele- or video-conferencing tools).
- 5.3. Ideally, location and date of the next meeting shall be agreed in the preceding meeting. In any case, Core IDA RIP SG members shall be invited by or on behalf of the Co-Chairs in writing to a physical meeting no less than ten (10) calendar days prior to the meeting date.
- 5.4. The Co-Chairs of the Core IDA RIP SG may also organize virtual or physical meetings for ad-hoc purposes or at the request of any Party. The date of any such meeting shall be announced at least (10) calendar days before the meeting date, unless all Core IDA RIP SG members agree otherwise. The written request of the Party shall be sent to the Secretary and Co-Chairs. The request shall include the matters to be put on the agenda, and the reason why a Core IDA RIP SG meeting is required. The Co-Chairs shall jointly decide on whether the request requires an additional Core IDA

RIP SG meeting or whether the point can be addressed in the first following regular Core IDA RIP SG meeting.

- 5.5. The meeting costs (hosting, organization, etc.) are Regional Common Costs and shall be shared as set forth in Point 5 of this Side Letter, it being understood that the travel costs of each Party's Representative are borne by the Party(ies) he/she is representing.

5.6. Meeting participants

Apart from the Core IDA RIP SG members themselves or their substitutes, if none of the Core IDA RIP SG members objects, guests, e.g. representatives of NRAs or ACER, may participate in Core IDA RIP SG meetings. The envisaged participation of a guest is to be communicated with the reason for participation to Core IDA RIP SG members at the latest together with the agenda for the respective meeting. If a Core IDA RIP SG member objects to the participation within four (4) calendar days as of receipt of the information, the guest may not participate. Any objection shall be accompanied by an explanation of the reasons for objection. Guests do not have any voting right.

5.7. Meeting Agenda

- 5.7.1. Each Core IDA RIP SG member is entitled to propose items for the agenda of a Core IDA RIP SG meeting.
- 5.7.2. With the assistance of the Secretary, the Co-Chairs shall prepare the agenda of a Core IDA RIP SG meeting. An agenda for Core IDA RIP SG meetings shall be provided to Core IDA RIP SG members no less than ten (10) calendar days prior to the proposed meeting. Agenda items shall be categorized and identified in the agenda as: for information, for discussion, for decision, or some other appropriate category. Each item submitted for decision shall include a written proposal for the resolution.
- 5.7.3. The Secretary shall send to all Core IDA RIP SG members for each item on the agenda an explanation in writing, where possible, and/or attach other related documentation (such as progress reports on the fulfilment of tasks assigned to Core FB MC bodies) at least five (5) calendar days before the Core IDA RIP SG meeting.

5.8. Conduct of Meetings

With the technical and administrative support of the Secretary (e.g. showing slides, taking of notes/minutes, managing documents etc.) the Co-Chairs chair the meeting and facilitate the discussion.

5.9. Minutes

- 5.9.1. Minutes are taken (by Secretary) of all meetings of the Core IDA RIP SG.
- 5.9.2. Draft minutes shall be sent to the Core IDA RIP SG members by Secretary at the latest on the second next Working Day following the Core IDA RIP SG meeting. Draft minutes may be commented by any Core IDA RIP SG members within ten (10) calendar days after they have been distributed. The next Core IDA RIP SG shall decide on the approval of the minutes of the preceding meeting. The final minutes shall be circulated by the Secretary to all Parties, by two (2) Working Days of their approval.
- 5.9.3. The final minutes shall be stored in the common (online) storage place by the Secretary.
- 5.9.4. Minutes shall contain at least consecutive number, date and venue of the meeting, list of attendance of the participants, confirmation that the meeting was properly convened, agenda, short description of items discussed and wording of passed resolutions, if any.

5.10. Language

The working language of the Core IDA RIP SG shall be English. All correspondence, mailing, documents, etc. shall be in English.

ARTICLE 6. DECISION-MAKING RULES WITHIN THE CORE IDA RIP SG

1. Quorum and decision making

- 6.1.1. The Core IDA RIP SG shall be quorate when at least $\frac{3}{4}$ of all NEMOs and $\frac{3}{4}$ of all TSOs are represented according to the principles set forth in article 2.1.1 of this RIO. Should such quorum not be met at any given Core IDA RIP SG meeting, the deliberation and decision-making process on the points which were on the agenda of such Core IDA RIP SG meeting shall be made either in an ad hoc Core IDA RIP SG meeting to be convened shortly thereafter (the same quorum being applicable), or via a unanimous written consent of all its members who has right to vote, to be sent by e-mail.
- 6.1.2. Decision of Core IDA RIP SG shall be taken by unanimity of the represented Parties, if the quorum of Core IDA RIP SG is reached and shall be binding on all Parties.

2. Unexpected items

- 6.2.1. The Core IDA RIP SG may only decide on the topics of the agenda circulated by the Secretary in accordance with these RIO, except in the event of urgent decisions, in which case the procedure and terms for urgent decisions apply.
- 6.2.2. Unexpected issues may be decided at the Core IDA RIP SG meeting during which the unexpected issue(s) arose or at another Core IDA RIP SG meeting or via another approval process as agreed upon.
- 6.2.3. However, urgent decisions on unexpected issue(s) can also be taken at an ad-hoc Core IDA RIP SG conference call which takes place at the latest ten (10) Working Days following the Core IDA RIP SG meeting during which the unexpected issue(s) arose. For clarity reasons, such ad-hoc Core IDA RIP SG conference call is subject to the general rules on quorum and decision making. By the time of this ad-hoc Core IDA RIP SG conference call, Core IDA RIP SG members must have sought the necessary power and authority to decide on the unexpected issue(s).

3. Objection

- 6.3.1. In case a Party, due to justifiable exceptional circumstances, cannot be present or represented at a Core IDA RIP SG meeting, then decision(s) can however be taken by the other Core IDA RIP SG members attending if the quorum is reached, subject to the possibility, for the Party who is unable to be present, to object to such decision(s) in writing to the Secretary within ten (10) Working Days (two (2) Working Days in case of urgent decisions) after the distribution of the draft minutes in accordance with these RIO. Such objection shall be duly justified and explained in writing. In the absence of such written objection, the decision(s) is/are deemed final and binding.
- 6.3.2. In case a Party objects to such decision(s), the objected decision(s) is/are put on the agenda of the next regular Core IDA RIP SG meeting (or at an ad hoc Core IDA RIP SG meeting in case of urgent decisions, which shall then take place within ten (10) Working Days at the latest following the objection of the urgent decision(s)). The Party who objected the decision(s) shall attend this next Core IDA RIP SG meeting. In its absence, the decision(s) is/are deemed final and binding as of the closing of this Core IDA RIP SG meeting.

4. Recording of Core IDA RIP SG decisions

The decision(s) of the Core IDA RIP SG are recorded by the Secretary in written minutes. The rules for recording minutes as set forth in Article 5.9 of these RIO apply mutatis mutandis for recording of Core IDA RIP SG decisions.

Annex 2
Amicable Dispute Resolution

- 2.1. Any dispute arising under, in connection to or in the framework of the Side Letter (including, for the avoidance of doubt, related to the conclusion of it and its validity) between one or more Parties (hereafter a “Dispute”) shall be subject to the provisions hereafter.
- 2.2. In the event of a Dispute arising between two or more Parties, such Parties (the “Disputing Parties”) shall first submit the Dispute to amicable settlement by referring the matter in Dispute to the Core IDA RIP SG.
- 2.3. A referral for amicable dispute settlement by the Core IDA RIP SG (the “Referral”) shall be sent by email by one of the Disputing Parties to all Core IDA RIP SG Members in writing and shall at least contain the following information:
 - (i) A description of the Dispute; and
 - (ii) The indication of the Party(s) to whom it is addressed; and
 - (iii) The scope of the demand(s) or claim(s) of the Disputing Party referring the Dispute to the Core IDA RIP SG; and
 - (iv) The legal basis of the demand(s) or claim(s); and
 - (v) A proposal for settlement.
- 2.4. The Core IDA RIP SG shall then appoint within 8 (eight) Working Days from amongst their members a person responsible for the amicable dispute settlement procedure. A person responsible for amicable dispute should not be a representative of either Disputing Parties. This person shall invite the Parties to participate to at least two (2) physical or online meetings (unless the Dispute is solved in the meantime) to be held within twenty five (25) Working Days as of the receipt of the Referral.
- 2.5. During the first meeting the Core IDA RIP SG shall 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 Core IDA RIP SG may hear and/or request opinions of experts provided that they are bound by confidentiality obligations at least equivalent to those in this Side Letter.
- 2.6. In particular the Core IDA RIP SG shall:
 - (i) Assess the facts;
 - (ii) Assess the interests of the parties according to the objectives of this Side Letter;
 - (iii) In case of damage:
 - (iv) Estimate the damage (and its nature and extent);
 - (v) Determine which party(ies) suffered the damage;
 - (vi) Determine which party(ies) is(are) liable for the damage;
 - (vii) Determine the extent and modalities of indemnification; and
 - (viii) Formulate a proposal for settlement.
- 2.7. In the event that the Core IDA RIP SG fails to achieve an amicable settlement within 60 working days of the receipt of the Referral or with a longer term if agreed by all Disputing Parties, as of the receipt of the Referral, the Parties shall be notified thereof by the person responsible for the amicable dispute settlement procedure.

2.8. Any amicable settlement reached pursuant to this Article 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.

Annex 3
Controllers' Information - personal data protection

Information clause of TGE

Information concerning the processing of personal data by TGE in connection with the requirements of Articles 13 and 14 of 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 (General Data Protection Regulation) can be obtained through TGE's website: <https://tge.pl/Privacy-policy>.

PSE's information obligation stemming from personal data protection regulations

In regards to persons employed by or cooperating with the counterparty of PSE S.A., whose personal data have been made available to PSE S.A.

Polskie Sieci Elektroenergetyczne S.A. with its registered office in Konstancin-Jeziorna, ul. Warszawska 165, 05-520 Konstancin-Jeziorna, tel. +48 22 242 26 00 (hereinafter: "PSE") is the Controller of personal data. Contact details of the data protection officer may be obtained after calling +48 22 242 26 00, by sending an e-mail to daneosobowe@pse.pl or online, at www.pse.pl.

PSE's information note is available on PSE's site:

https://www.pse.pl/documents/20182/51490/Information_obligation_stemming_from_personal_data_protection_regulations.pdf (Part B is applicable)