

CORE DAOA

First amendment to the
DAY AHEAD OPERATIONAL AGREEMENT FOR THE
CORE FLOW-BASED MARKET COUPLING PROJECT
FOR THE CORE REGION

CORE DAOA

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This Day Ahead operational Agreement (hereinafter the "Agreement") for the flow based market coupling project, is entered into by and between:

On the one hand:

1. **50Hertz Transmission GmbH**, a company incorporated under the laws of Germany, with V.A.T. number DE813473551, having its registered office at Heidestraße 2, 10557 Berlin, Germany, registered under the number HRB 84446 B (Amtsgericht Charlottenburg); hereinafter referred to as "**50Hertz**";
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, hereinafter referred to as "**Amprion**";
3. **Austrian Power Grid AG**, a company incorporated under the laws of Austria in the form of an AG, with V.A.T. number ATU46061602, with registered office at IZD Tower, Wagramer Str.19, 1220 Wien, Austria, registered with Commercial Court in Vienna with number FN 177696v; hereinafter referred to as "**APG**";
4. **ČEPS, a.s.**, a company founded and duly existing in accordance with the laws of the Czech Republic and registered in the Company Register administrated by the Municipal Court in Prague, Section B, File 5597 with registered office located at Elektrárenská 774/2, 101 52 Prague 10, the Czech Republic; Registration Number of the Company (IČ): 257 02 556, hereinafter referred to as "**ČEPS**";
5. **CREOS Luxembourg S.A.**, a company incorporated under the laws of Luxembourg, with V.A.T. number LU10320554, having its registered office at 105, rue de Strassen L- 2555 Luxembourg, registered in the commercial register at Luxembourg under number B. 4513, hereinafter referred to as "**CREOS**";
6. **Croatian Transmission System Operator Plc.**, a company incorporated under the laws of Croatia, with V.A.T. number 13148821633, having its registered office at Kupska 4, 10 000 Zagreb, Croatia, registered in the commercial register at Commercial Court in Zagreb under number 080517105, hereinafter referred to as "**HOPS**";
7. **ELES, d.o.o.**, sistemski operater prenosnega elektroenergetskega omrežja, a company incorporated under the laws of Slovenia, with registered office at Hajdrihova 2, SI-1000 Ljubljana, Slovenia, registered at the District Court of Ljubljana under entry number 1-09227-00 and registration number 5427223000, hereinafter referred to as "**ELES**";
8. **ELIA Transmission Belgium SA/NV**, a company incorporated under the laws of Belgium, with V.A.T. number BE731852231, having its registered office at Boulevard de l'Empereur, 20, 1000 Brussels, Belgium, registered in the commercial register at Brussels under number 0731.852.231, hereinafter referred to as "**ELIA**";
9. **MAVIR Magyar Villamosenergia-ipari Átviteli Rendszerirányító Zártkörűen Működő Részvénytársaság** (MAVIR Hungarian Independent Transmission Operator Company Ltd.), a company founded and duly existing in accordance with the laws of Hungary and registered in the Company Register administrated by the Budapest Metropolitan Court with registered office located at H-1031 Budapest, Anikó u. 4., Hungary; Registration Number of the Company: 01-10-044470, , hereinafter referred to as "**MAVIR**";
10. **National Power Grid Company Transelectrica S.A.**, a company incorporated under the laws of Romania, with V.A.T. number RO13328043, having its registered office at 2-4 Olteni Street, 3rd

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District, Bucharest, registered in the commercial register at the Bucharest Trade Registry under number J40/8060/2000, hereinafter referred to as “**TEL**”;

11. **Polskie Sieci Elektroenergetyczne S.A.**, a company incorporated under the laws of Poland, with V.A.T. number PL5262748966, having its registered office at Warszawska 165, 05- 520 Konstancin-Jeziorna, Poland, registered in the commercial register at District Court for the Capital City of Warsaw, 14th Commercial Department of the National Court Register under number KRS 0000197596 and the share capital of 9.605.473.000,00 PLN paid in full amount, hereinafter referred to as “**PSE**”;
12. **RTE Réseau de Transport d'Electricité**, a company incorporated under the laws of France, with V.A.T. number FR19444619258, having its registered office at Immeuble WINDOW – 7C Place du Dôme - 92 073 PARIS LA DEFENSE Cedex, France, registered in the commercial register at Nanterre under number 444 619 258, hereinafter referred to as “**RTE**”;
13. **Slovenská elektrizačná prenosová sústava, a.s.**, a company founded and duly existing in accordance with the laws of the Slovak Republic and registered in the Company Register administrated by the District Court Bratislava I, Section Sa, File 2906/B with registered office located at Mlynské nivy 59/A, 824 24 Bratislava 26, the Slovak Republic; Registration Number of the Company (IČO): 358 29 141, hereinafter referred to as “**SEPS**”;
14. **TENNET TSO B.V.**, a company incorporated under the laws of the Netherlands, with V.A.T. number NL815310456B01, having its registered office at Arnhem, Utrechtseweg 310, P.O. Box 718, 6800 AS, the Netherlands, registered in the commercial register of the Chamber of Commerce under number 09155985, hereinafter referred to as “**TennetT**”;
15. **TenneT TSO GmbH**, a company incorporated under the laws of Germany, having its registered office in Bayreuth, Berneckerstrasse 70, 95448 Bayreuth, Germany, registered in the commercial register of the district court of Bayreuth under number HRB 4923, hereinafter referred to as “**TTG**”;
16. **TRANSNET BW GmbH**, a limited liability company (GmbH) incorporated under the laws of Germany, with V.A.T. number DE191008872, having its registered office at PariserPlatz, Osloer Str. 15-17, 70173 Stuttgart, Germany, registered with the commercial register of Stuttgart under number HRB 740510, hereinafter referred to as “**Transnet BW**”;

Individually referred to as “**TSO**” and/or collectively referred to as “**TSOs**”

And, on the other hand:

1. **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 the district court of Ljubljana under registration n° 3327124000 and VAT n° SI37748661, hereinafter referred to as “**BSP**”;
2. **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, hereinafter referred to as “**CROPEX**”;
3. **EPEX SPOT SE**, a company incorporated and existing under the laws of France in the form of a *societas europeae*, having its registered office at 5 boulevard Montmartre, 75002 Paris, registered in

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the commercial register of Paris (R.C.S. Paris) under the number 508 010 501 and VAT n° FR 10508010501, hereinafter referred to as “**EPEX**”;

4. **EXAA Abwicklungsstelle für Energieprodukte AG**, 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, hereinafter referred to as “**EXAA**”;
5. **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, hereinafter referred to as “**HUPX**”;
6. **Nord Pool European Market Coupling Operator AS**, a company incorporated under the laws of Norway, with V.A.T. number NO 984 058 098 MVA, having its registered office at Lilleakerveien 2 A, 0283 Oslo, Norway, registered in the Register of Business Enterprises under number 984 058 098, hereinafter referred to as “**EMCO**”;
7. **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, hereinafter referred to as “**OPCOM**”;
8. **OKTE, a.s.**, a company founded and duly existing in accordance with the laws of the Slovak Republic and registered in the Company Register administered by the District Court in Bratislava I, Section Sa, File 5087/B with registered office located at Mlynské nivy 48, 82109 Bratislava, the Slovak Republic; Registration Number of the Company (IČO): 45 687 862 , hereinafter referred to as “**OKTE**”;
9. **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], hereinafter referred to as “**OTE**”;
10. **Towarowa Giełda Energii S.A.**, 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 and the share capital of 14.500.000,00 PLN paid in full amount, hereinafter referred to as “**TGE**”;

Individually referred to as “**NEMO**” and/or collectively referred to as “**NEMOs**”;

TSO(s) and NEMO(s) being referred to as “**Party**” individually and/or “**Parties**” collectively;

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CORE DAOA

WHEREAS

NOW THEREFORE, the Parties agree as follows:

- A. On 08 June 2022, the Parties entered into the Core DAOA, in order to regulate their cooperation in respect of the establishment and operation, further development of the Core FB MC.
- B. The Parties now wish to amend the Core DAOA to implement the changes imposed by the Core JSC Decision taken on 07.11.2022 with regard to the commitment of the NEMOs with respect to Congestion Income payment defaults by its Respective Entity and on 26.01.2023 with regard to the enduring solution for Congestion Income distribution.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 GENERAL

- 1.1. Capitalized terms used in this First Core DAOA Amendment shall have the meaning attributed to them in Annex 1 (Definition List) to the Core DAOA unless otherwise specified in this First Core DAOA Amendment.
- 1.2. This First Core DAOA Amendment contains certain amendments to the Core DAOA and should be read in conjunction with it. Except as expressly set out in this First Core DAOA Amendment, the Core DAOA remains unaffected and in full force and effect.

ARTICLE 2 AMENDMENTS TO THE CORE DAOA

- 2.1. The Parties agree to replace the entirety of the text of the main body of the Core DAOA by the text set forth in Annex 1 ("Consolidated version of the main body of the Day Ahead Operational Agreement for the Core Flow-Based Market Coupling Project for the Core Region with the First Core DAOA Amendment provisions"), which shall be binding and constitute the definitive document between the Parties regarding the content of the main body of the Core DAOA. For informational purposes only, Annex 2 ("Consolidated version of the main body of the the Day Ahead Operational Agreement for the Core Flow-Based Market Coupling Project for the Core Region with the First Core DAOA Amendment provisions - Mark up") shows the changes compared to the original version of the DAOA.
- 2.2. The Parties agree:
 - 2.2.1. to attach the binding Consolidated version of the main body of Day Ahead Operational Agreement for the Core Flow-Based Market Coupling Project for the Core Region with the First Core DAOA Amendment provisions, as foreseen in article 2.1, as Annex 1 to this First Core DAOA Amendment;
 - 2.2.2. to attach for informational purposes only the Consolidated version of the main body of the the Day Ahead Operational Agreement for the Core Flow-Based Market Coupling Project for the Core Region with the First Core DAOA Amendment provisions- Mark up as foreseen in article 2.1, as Annex 2 to this First DAOA Amendment.
 - 2.2.3. to replace the current Annex 1 (List of Definitions) to the Core DAOA by the adapted Annex 1 (list of Definitions) attached as Annex 3 to this First Core DAOA Amendment;
 - 2.2.4. to replace the current Annex 4 (Rules of Internal Order) to the Core DAOA by the adapted Annex 4 (Rules of Internal Order) attached as Annex 4 to this First Core DAOA Amendment;
 - 2.2.5. to add a new Annex as Annex 17 (NEMOs commitment with respect to Congestion Income payment defaults by its Respective Entity) to the Core DAOA attached as Annex 5 to this First Core DAOA Amendment.

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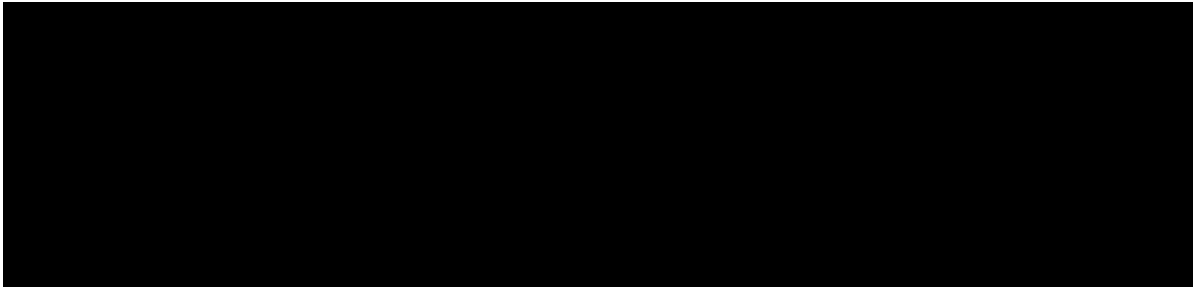
ARTICLE 3 ENTRY INTO FORCE, APPLICABLE LAW AND DISPUTE RESOLUTION

- 3.1. This First Core DAOA Amendment shall enter into force as of 1st of April 2023, provided that i) all Parties have signed it by sending a scan of the signed signatory page of the First Core DAOA 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 Core DAOA Amendment with the copies of the signed signatory pages to the Parties.
- 3.2. For evidence reasons:
 - 3.2.1. each Party shall also provide the third coordinating party with 26 original signed signatory pages (one per Party) of the First Core DAOA Amendment. The third coordinating Party will collect all the original signed signatory pages, compile them with the main text of the First Core DAOA Amendment and provide each of the Parties one (1) original of the main text of the First Core DAOA Amendment with the original signed signatory pages, which constitutes valid proof of the main text of the First Core DAOA Amendment. The foregoing will not impact the date of entry into force of the First Core DAOA Amendment; and
 - 3.2.2. The original signed paper versions of the main text of the First Core DAOA Amendment shall, in case of deviation or contradiction, prevail over any electronic version thereof.
 - 3.2.3. 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 DAOA Amendment shall only come into force in relation to the rights and obligations of OTE subject to its prior publication of the First DAOA 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 DAOA 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.
 - 3.2.4. For the avoidance of doubt, Article 16 (Dispute resolution) of Core DAOA and all relevant provisions of Article 27 (Miscellaneous) of the SDAC DAOA shall apply to this First Core DAOA Amendment.

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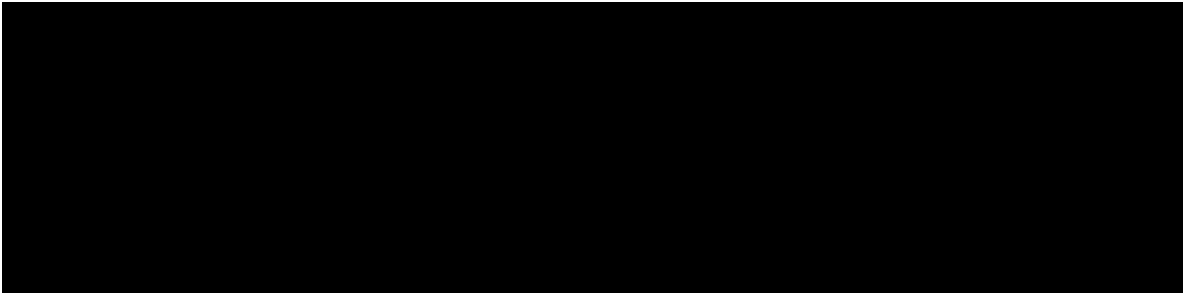
For: 50Hertz Transmission GmbH



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For: Amprion GmbH



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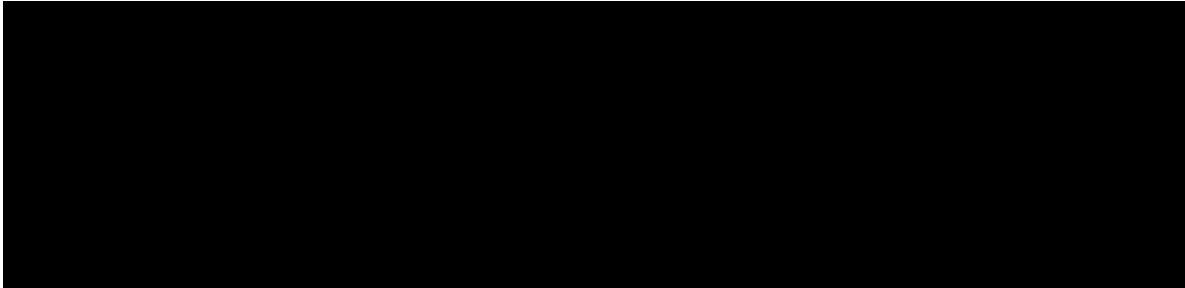
For: Austrian Power Grid AG



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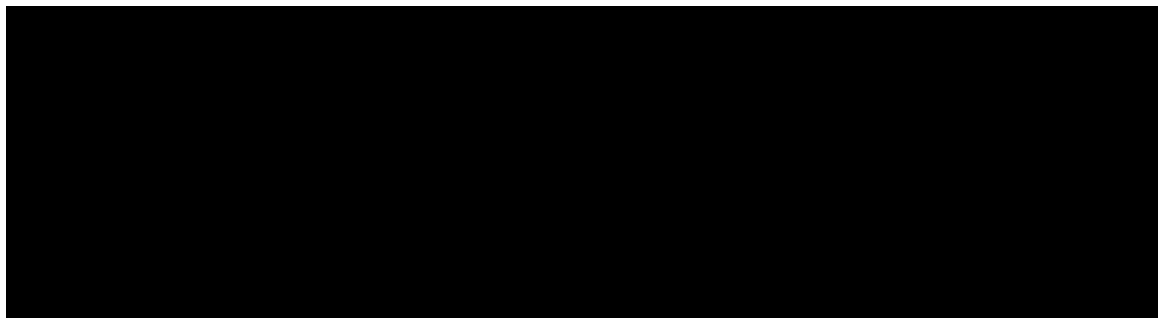
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For: ČEPS, a.s.

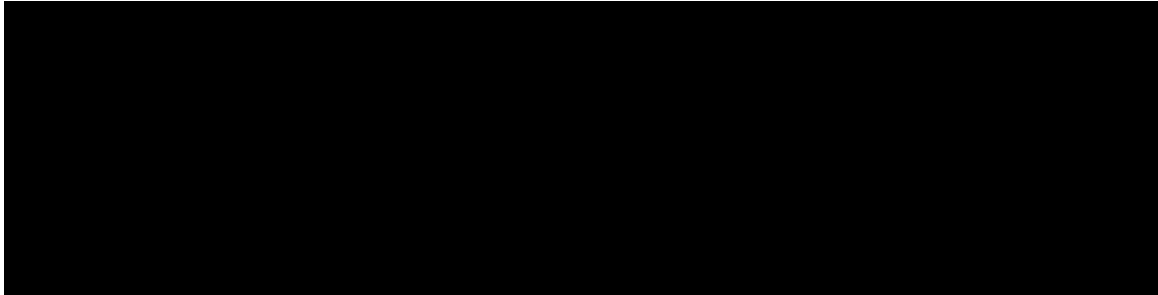


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For: CREOS Luxembourg S.A.

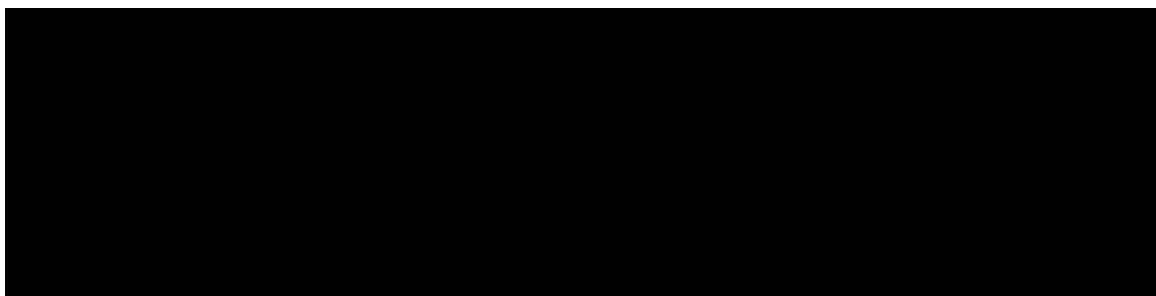


For: Croatian Transmission System Operator Ltd.

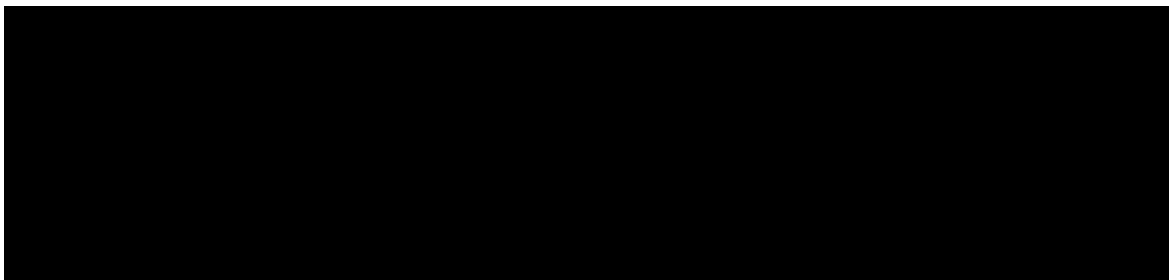


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For: ELES, d.o.o., sistemski operater prenosnega elektroenergetskega omrežja

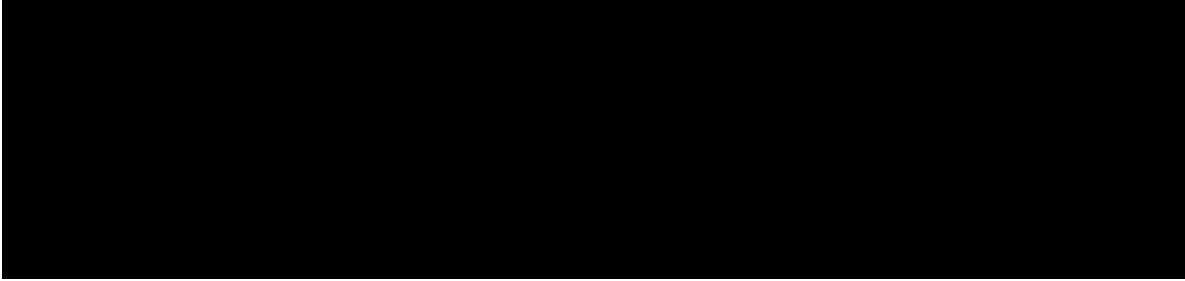


For: Elia Transmission Belgium S.A.



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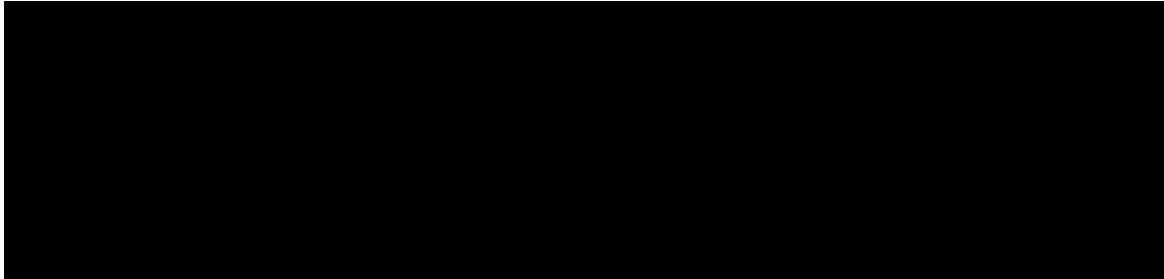
For: MAVIR Magyar Villamosenergia-ipari Átviteli Rendszerirányító Zártkörűen Működő
Részvénytársaság



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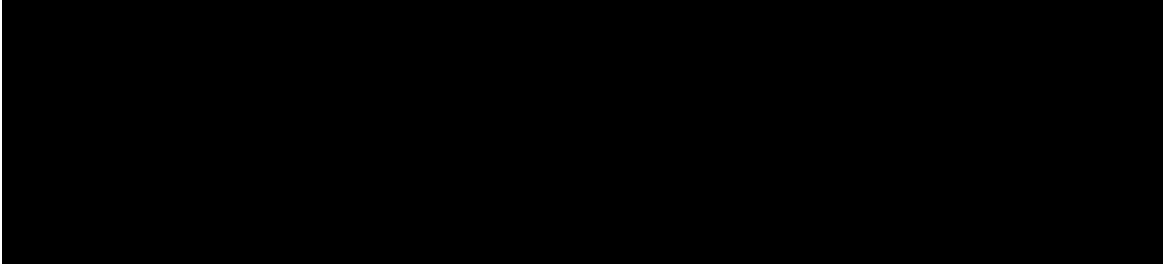
For: National Power Grid Company Traselectrica S.A.



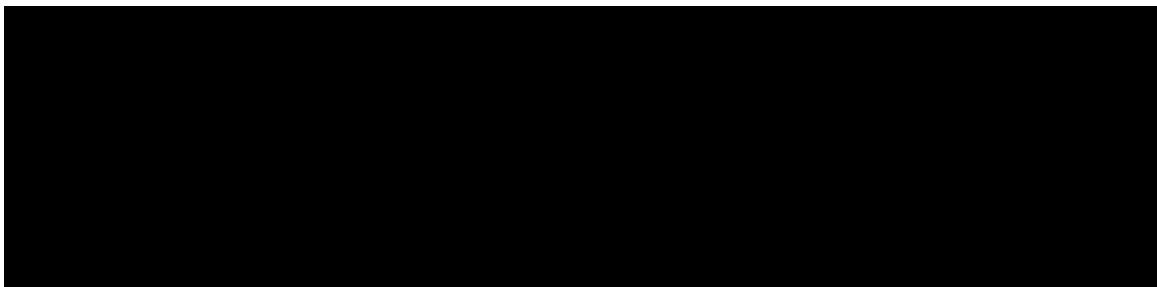
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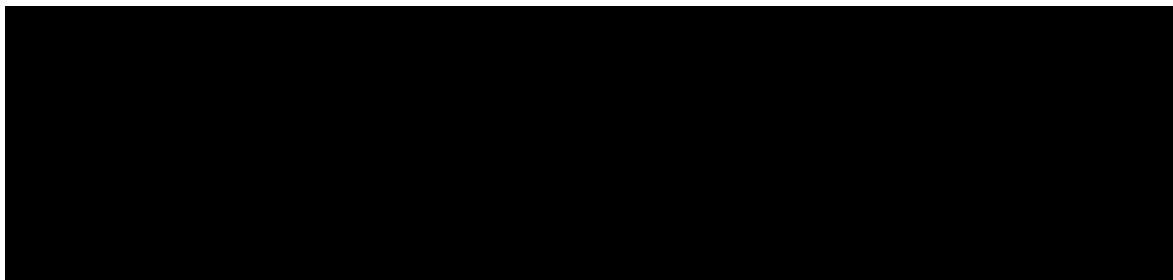
For: PSE S.A.



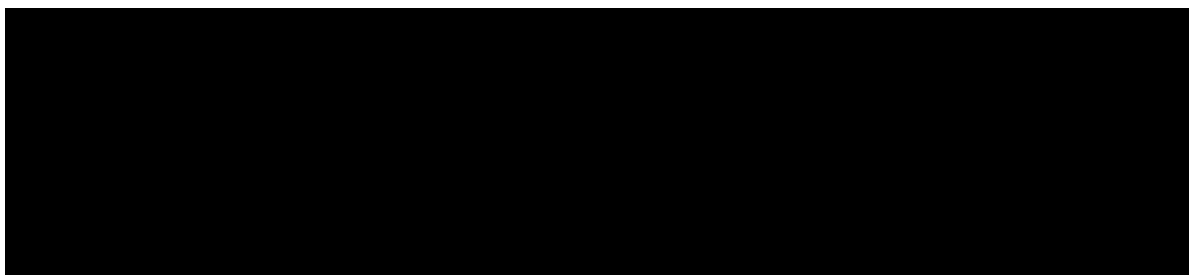
For: RTE Réseau de transport d'électricité



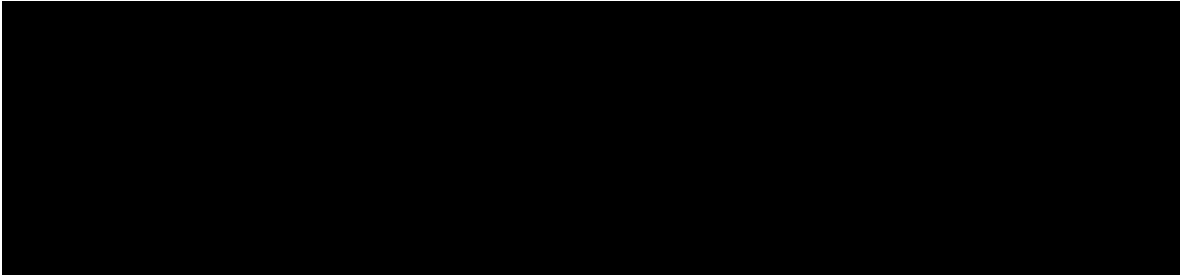
For: Slovenská elektrizačná prenosová sústava, a.s.



For: TenneT TSO B.V.



For: TenneT TSO GmbH



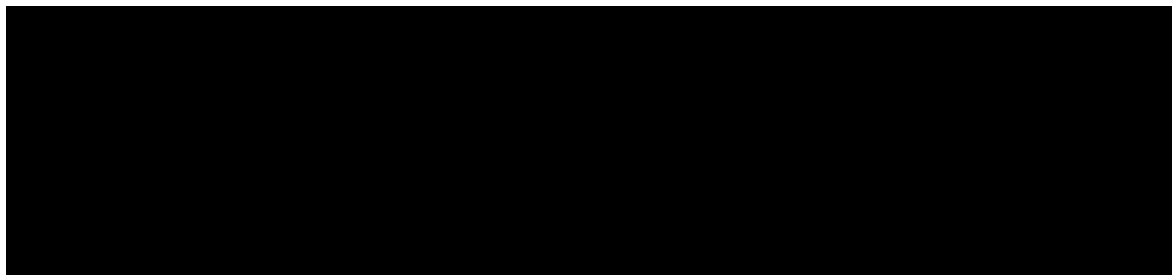
For: TRANSNET BW GmbH



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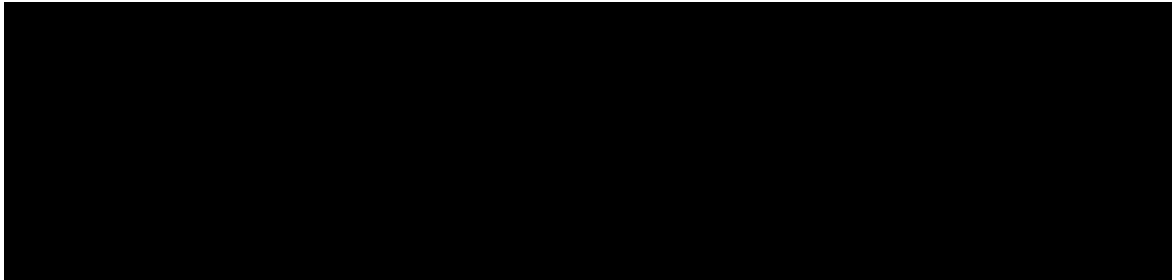
For: BSP Regionalna Energetska Borza d. o. o.



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For: CROATIAN POWER EXCHANGE Ltd.



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For: EPEX Spot SE



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For: Nord Pool EMCO

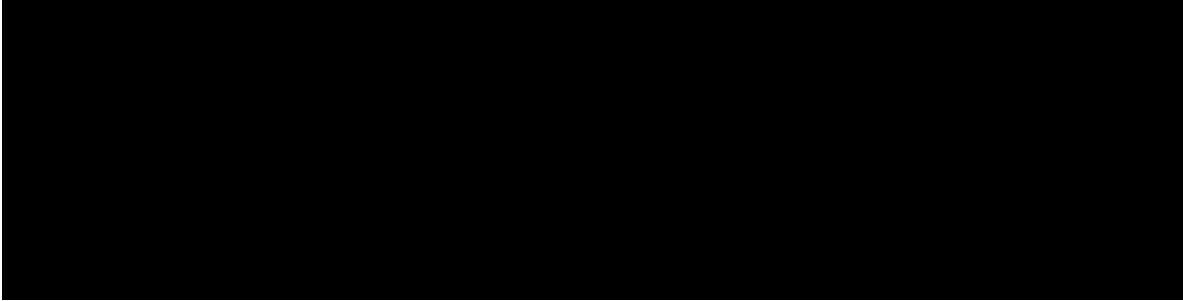


For: EXAA Energy Exchange Austria

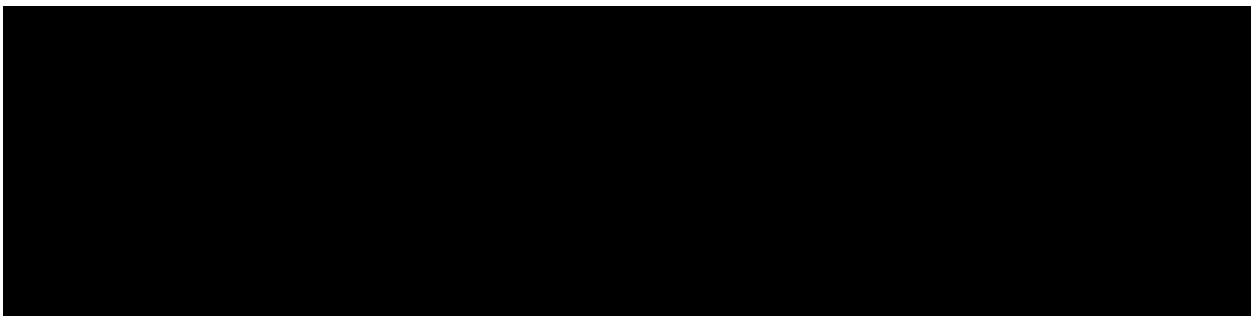


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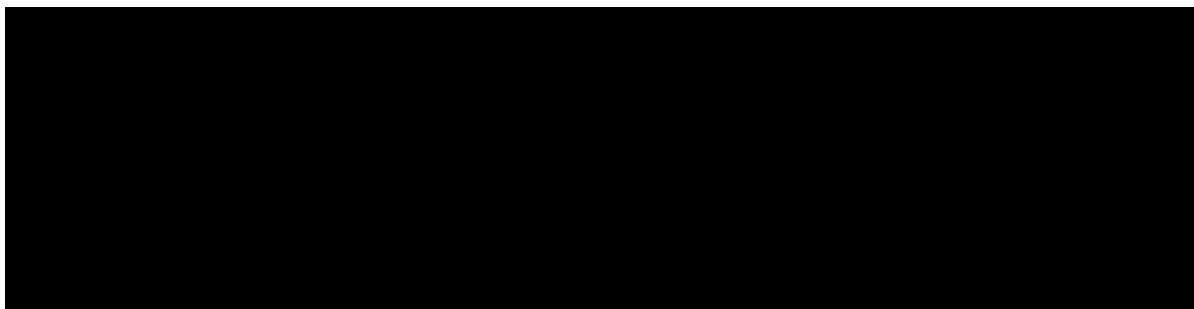
For: HUPX Magyar Szervezett Villamosenergia-piac Zártkörűen Működő
Részvénytársaság



OKTE, a.s.



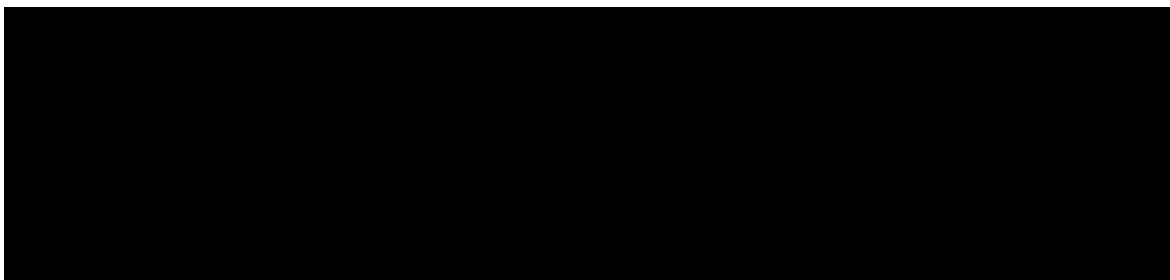
For: Operatorul Pieței de energie Electrică și de Gaze Naturale S.A.



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For: OTE, a.s.



For: Towarowa Gielda Energii S.A.

