

SECOND AMENDMENT TO THE ALL NEMO COOPERATION AGREEMENT

BETWEEN:

1. **BSP Energy Exchange LLC**, a company duly organised under the laws of the Republic of Slovenia, having its registered office in Ljubljana, Dunajska cesta 156, Slovenia, registered at the District Court of Ljubljana under the registration number 3327124000 and VAT n° SI37748661 ("**BSP**");
2. **CROATIAN POWER EXCHANGE Ltd.**, a company incorporated and existing under the laws of the Republic of Croatia, with the enterprise number HR14645347149, address Slavenska avenija 6/A, HR-10000 Zagreb, Croatia ("**CROPEX**");
3. **EirGrid plc**, a public limited company incorporated under the laws of the Republic of Ireland, with registered office at The Oval, 160 Shelbourne Road, Dublin 4, Ireland ("**EirGrid**");
4. **EPEX SPOT SE**, a European Company (Societas Europae) incorporated under the laws of the French Republic, with its registered office at 5 boulevard Montmartre, 75002 Paris, France, and registered with the commercial register in Paris under the number 508 010 501 ("**EPEX**");
5. **Nord Pool European Market Coupling Operator AS**, a company incorporated and existing under the laws of the Kingdom of Norway with company number 984 058 098, having its registered office at Lilleakerveien 2A, 0283 Oslo, Norway ("**Nord Pool EMCO**");
6. **EXAA Abwicklungsstelle für Energieprodukte AG**, a stock corporation incorporated and existing under the laws of the Republic of Austria, having its registered offices at Alserbachstraße 14-16, 1090 Vienna, Austria, registered with the commercial register in Vienna under FN 210730y and VAT n° ATU52153208 ("**EXAA**");
7. **Gestore dei Mercati Energetici S.p.A.**, a company duly organised 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 ("**GME**");
8. **Hellenic Energy Exchange S.A.** a company duly organized and existing under the laws of Greece, with V.A.T. number 801001623, with registered office at 110, Athinon Avenue, 10442, Athens, Greece, registered in the commercial register at General Commercial Registry under number 146698601000, ("**HEnEx**");
9. **HUPX Hungarian Power Exchange Company Limited by Shares**, a company duly organised and existing under the laws of Hungary, with registered office in 1134 Budapest, Devai u. 26-28, Hungary, and registered under the company registration number 01-10-045666, VAT n° HU13967808 ("**HUPX**");

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10. **Independent Bulgarian Energy Exchange EAD**, a company incorporated and existing under the laws of the Republic of Bulgaria, with the enterprise number 202880940, address: 19 Dondukov Boulevard, Sofia 1000, Bulgaria (“**IBEX**”);
11. **NASDAQ SPOT AB**, 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 (“**NASDAQ**”).
12. **OKTE, a.s.**, a company incorporated 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 in the Commercial Register at the Municipal Court Bratislava III, Section Sa, File No. 5087/B under the number 45 687 862 (“**OKTE**”);
13. **OMI Polo Español S.A.**, a company incorporated and existing under the laws of the Kingdom Spain, having its registered office at Alfonso XI nº 6, 4th floor, 28014 Madrid, Spain, and with the commercial register in Madrid under Section 8, Sheet: 506799 (“**OMIE**”);
14. **Operatorul Pieței de Energie Electrică și de Gaze Naturale “OPCOM” SA**, a company duly organised and existing under the laws of Romania, with registered office in Bucharest, 16-18 Hristo Botev Bld., 3rd District, Romania, registered with the Bucharest Trade Register Office under the number J40/7542/2000, VAT n° 13278352 (“**OPCOM**”);
15. **OTE, a.s.**, a company organised and existing under the laws of the Czech Republic, having its registered office at Sokolovská 192/79, 186 00 Prague 8, Czech Republic, and registered with the Commercial Register at the Prague Municipal Court in section B, file 7260, under number 26463318 and VAT n° CZ26463318 (“**OTE**”), OTE’s contract number: [REDACTED];
16. **SONI Limited**, a company incorporated in Northern Ireland with registered number NI 38715 and registered office at Castlereagh House, 12 Manse Road, Belfast, BT6 9RT, United Kingdom (“**SONI**”);
17. **Towarowa Giełda Energii S.A.**, a company duly organised and existing under the laws of the Republic of Poland, with registered office at ul. Książęca 4, 00-498 Warszawa, Poland, registered with 12th Commercial Department of the National Court Register in Warszawa under number 0000030144 and VAT no PL5272266714, with the share capital paid in full in an amount of 14.500.000,00 PLN (“**TGE**”); and
18. **ETPA Holding B.V.**, a company incorporated and existing under the laws of the Netherlands, with enterprise number 63457431, address Arlandaweg 92, 1043 EX, Amsterdam (“**ETPA**”),

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

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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 3rd of March 2016, the Parties entered into the NEMO Interim Cooperation Agreement-INCA to facilitate the necessary cooperation between designated NEMOs with respect to developing the terms and conditions or methodologies required by the CACM Regulation and submit them for approval to the competent regulatory authorities.
- C) On the 12th of June 2018, the Parties, 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 their 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) Also on the 12th June 2018, pursuant to the MCO Plan, the Parties which qualify as designated NEMOs with respect to SIDC have entered into the All NEMO Intraday Operational Agreement (hereinafter “**ANIDOA**”). The ANIDOA sets 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.
- E) On the 28th of March 2019, pursuant to the MCO Plan, the Parties have entered into the All NEMO Cooperation Agreement (hereinafter “**ANCA**”) which, replacing the INCA, creates the necessary contractual framework to facilitate the cooperation between designated NEMOs on non-operational aspects of CACM’s implementation such as, but not limited to, the development and submission of the terms and conditions or methodologies required by the CACM Regulation.
- F) Also 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.
- G) Also on the 28 March 2019, pursuant to the MCO Plan, the Parties have entered into the All NEMO Day Ahead Operational Agreement (hereinafter “**ANDOA**”) 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.

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- H) Also on the 14 January 2022, the Parties entered into the first amendment to ANCA (the “**First Amendment**”) - consistently with the related amendments to ANIDOA, ANDOA, IDOA and DAOA - in order 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.
- I) The Parties now wish to enter into this second amendment to ANCA (the “**Second Amendment**”) in order to implement a qualified majority vote procedure for certain decisions to be taken by the All NEMO Committee, if unanimity cannot be reached between the relevant NEMOs.

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1 OBJECT OF THE AGREEMENT

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

2 AMENDMENTS TO THE MAIN BODY OF THE ANCA

2.1 Except as expressly set out in this Second Amendment, the ANCA remains unamended and in full force and effect.

2.2 The Parties agree to add the following Whereas:

“M. On the 16th November 2022, ETPA adhered ANCA by signing the Accession Declaration provided in the Agreement.”

2.3 Parties agree to entirely replace clause 29.4 with the following:

29.4 All notices and correspondence under this Agreement shall be in writing (including e-mail) and shall be delivered, if not sent by email, by personal service, express courier using an internationally recognised courier company, or certified mail, return receipt requested, to the following addresses, or at such different address as may be designated by such party by written notice to the other party from time to time. A notice shall be effective upon receipt and shall be deemed to have been received (i) at the time of delivery, if delivered by e-mail, hand, registered post or courier or (ii) at the time of transmission if delivered by e-mail provided that, in either case, where delivery occurs outside Working Hours, notice shall be deemed to have been received at the start of Working Hours on the next following Working Day. The invoices shall be delivered by e-mail. In case of failure of the email systems, the invoices shall be sent by personal service or express courier using

an internationally recognised courier company.

3 AMENDMENTS TO THE ANNEXES OF THE ANCA

3.1 The Parties agree to amend Annex I by replacing the following definition

<i>Operational Decision</i>	<i>shall mean: (a) for the purposes of the ANDOA Steering Committee, any Regional Operational Decision (as such term is defined in the ANDOA) or Joint Operational Decision (as such term is defined in the ANDOA); and (b) for the purposes of the ANIDOA Steering Committee, have the meaning given to that term in the ANIDOA;</i>
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with the following text:

<i>Operational Decision</i>	<i>Shall, with respect to decisions taken by: (a) the ANDOA Steering Committee, have the meaning given to such term in the ANDOA; and (b) the ANIDOA Steering Committee, have the meaning given to such term in the ANIDOA.</i>
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3.2 The Parties agree to amend Annex I by inserting the following new definitions:

<i>ANCA QMV</i>	<i>means a vote in favour of a matter/decision by at least $\frac{3}{4}$ of the Parties to this Agreement entitled to vote on such matter/decision</i>
<i>CACM QMV</i>	<i>means the qualified majority vote procedure according to article 9(2) of the CACM Regulation</i>

3.3 The Parties agree to amend Annex III (RIO) by replacing Section 4 with the following text:

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4. DECISION MAKING PROCEDURES

4.1. General Principles

(a) *The general rule will require the NEMOs in attendance at the relevant meeting of the All NEMO Committee to reach unanimity, provided the meeting in question is quorate. If unanimity cannot be reached between the relevant NEMOs, the relevant decision may be taken by means of ANCA QMV.*

Exceptions to this general rule (i.e. unanimity followed by ANCA QMV, if unanimity cannot be reached) are the following:

i) the voting rule applicable to the election of the chairperson pursuant to Section 2.3 (l) of this Annex III;

ii) the voting rule applicable to the rejection of decisions taken by ANCA QMV pursuant to Section 4.2 (d) of this Annex III;

iii) the matters to be decided only by unanimity as specified in Section 4.3 of this Annex III

iv) the matters to be decided by CACM QMV as specified in Section 4.4 of this Annex III

v) the unanimous decision to launch an email decision-making process on a specific matter/decision pursuant to Section 4.9 of this Annex III.

(b) *The All NEMO Committee meeting shall be quorate when at least three quarters ($\frac{3}{4}$) of all NEMOs entitled to vote on any given decision are represented at the meeting in question. The fulfilment of the quorum must be verified by the Secretary before the start of each meeting of the All NEMO Committee. In case the attendance at the meeting changes during the course of the meeting the Secretary shall verify whether the appropriate quorum is fulfilled again and inform the Chairperson and Parties accordingly.*

(c) *The decisions of the All NEMO Committee shall be shown, discussed and recorded by the Secretary in the minutes of the relevant All NEMO Committee meeting.*

(d) *No Party may challenge a decision reflected in the minutes of an All NEMO Committee meeting otherwise than for non-compliance with the requirements of Section 4.1(b) or in accordance with Section 4.2(a) or (b) below.*

(e) *Any NEMO is entitled to request the postponement of any decision prepared in advance of the relevant All NEMO Committee meeting (and not adjusted or amended during such meeting), provided that:*

(i) such NEMO describes in reasonable detail its reasons for requesting the postponement; and

(ii) such decision is postponed only once (for a maximum duration of two weeks).

(f) *Any NEMO is entitled, without limitation, to request the postponement of any decision which*

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is drafted or amended during an All NEMO Committee meeting.

(g) Should any given All NEMO Committee meeting not be quorate, the deliberation and decision-making process on the points which were on the agenda of such All NEMO Committee meeting shall be made either in an ad hoc All NEMO Committee meeting to be convened shortly thereafter (the same quorum being applicable), or via a unanimous written consent of all the Parties entitled to vote on such matter/decision, to be sent by e-mail.

(h) If the NEMOs cannot reach unanimity or cannot make the decision using the relevant qualified majority vote procedure, then the deadlock procedure shall apply.

4.2. NEMOs Right to Object; Deemed Consent

(a) Any Party not attending a meeting of the All NEMO Committee will have a right to object in writing to any decision of the All NEMO Committee taken on the basis of unanimity of all NEMOs attending such meeting, provided that such objection is notified to the Secretary within five (5) Business Days of receipt of the relevant minutes. On receipt of such objection, the relevant decision will be set aside and the matter will be put back on the agenda for the next scheduled All NEMO Committee meeting (or such ad-hoc meeting as the Secretary may arrange for this purpose).

(b) Any Party will have a right to object in writing to a decision of the All NEMO Committee taken on the basis of the ANCA QMV procedure, provided such Party was not one of the ANCA QMV majority Parties which voted in favour of the decision, within five (5) Business Days of receipt of the relevant minutes of such meeting on the grounds that such decision could result in any one or more of the following:

- (i) a discriminatory or adverse effect on such Party's ability to comply with the CACM Regulation or to operate coupling activities; or*
- (ii) a conflict with a national or European legal or regulatory requirement or breach of Applicable Law with which such Party has to comply; or*
- (iii) an unreasonable or discriminatory financial burden being imposed on such Party; or*
- (iv) such Party being effectively prevented or hindered from operating within any bidding zone or another NEMO gaining an advantage over it in any bidding zone; or*
- (v) a breach of one or more provisions of this Agreement.*

(c) Any NEMO raising an objection to a decision of the All NEMO Committee pursuant to Section 4.2(a) or (b) above must provide the All NEMO Committee with reasonable background information to justify its objection. The All NEMO Committee (comprised of all members of the All NEMO Committee other than the member representing the objecting NEMO) will, based upon the information provided to it by the objecting NEMO, determine if the objection raised by such NEMO should be upheld or rejected as soon as possible.

(d) The All NEMO Committee may reject the objection of any NEMO made under Section 4.2(b) if it considers that any one or more of the grounds stipulated under Section 4.2(b)(i)-(v) above have not been reasonably substantiated by the objecting NEMO. Any decision of the All NEMO Committee to reject the objection raised by such NEMO shall require the unanimity of all NEMOs in attendance

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at the relevant meeting of the All NEMO Committee (except for the objecting NEMO), provided the meeting in question is quorate. In rejecting such objection, the All NEMO Committee must provide in writing to the objecting NEMO its detailed reasons why it does not accept the objecting NEMO's grounds for objection.

(e) Any dispute or difference between the Parties with respect to a decision of the All NEMO Committee with respect to the validity of an objection under Section 4.2(b) above will be finally resolved in accordance with clause 26.

(f) In the absence of any objection being raised by a Party, the decision of the All NEMO Committee will be deemed to have been duly made with effect from the date of the All NEMO Committee meeting in question.

(g) If the All NEMO Committee accepts the objection of a Party under Section 4.2(b), the decision in question will be set aside and will be put back on the agenda for the next scheduled All NEMO Committee meeting (or such ad-hoc meeting as the Secretary may arrange for this purpose).

(h) For the avoidance of doubt, CACM QMV decisions shall not be subject to the objection procedure outlined above, but shall instead require the relevant blocking minority to be attained in accordance with article 9 of the CACM Regulation.

4.3. Matters Requiring All Party Consent

Certain decisions of the All NEMO Committee shall always require the full unanimous consent of all NEMO Parties to this Agreement, as follows:

(a) Amendments to the front-end of the ANCA and Annexes I – VIII (inclusive) will require the document to be re-signed by all Parties. Annex IX (Nominated Contact Persons) may be changed by means of a written notice to the Secretary by the NEMO wishing to change the details in such Annex relevant to it;

(b) Termination of the ANCA (by all Parties);

(c) Budget decisions as specified in Section 4.5 (c) below;

(d) Any Dispute referred to the All NEMO Committee arising under the Agreement; and

(e) Escalations to ACER/NRAs as specified in Section 4.7.1.

4.4. Matters Subject to CACM QMV

Matters/decisions that concern the further development, consultation, approval, submission, implementation, publication of changes to the MCO Plan as well as all other terms and conditions or methodologies pursuant to art. 9 of CACM Regulation shall be made in accordance with CACM QMV

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if the full unanimous consent of all the Parties cannot be obtained.

4.5. Budget Decisions

(a) Budget decisions may comprise a range of possible individual decisions, e.g.: agreement of an individual budget line item, appointment of a senior and/or junior Secretary, appointment of Chairperson, acceptance of work group/task force budget, work assigned by All NEMO Committee to an individual NEMO, travel expenses of Chairperson and work group/task force leaders.

(b) The following Budget decisions shall be subject to ANCA QMV in the event of any failure to achieve unanimity according to Section 4.1(a) above:

i. if the year to year difference within the budget in question does not exceed +/-3% compared to the previous year;

ii. for any within-year allocation (full or partial) of the available contingency for such year's budget.

iii. for the reallocation of budget items other than the contingency within the budget, provided that: (X) there is no increase or decrease of any single budget item greater than 25% as a result of such reallocation; and (Y) there is no impact on the overall amount of the budget (i.e. the total amount of the budget and the total amount of the contingency remains the same).

(c) All other budget-based decisions shall be decided by unanimity of the NEMOs in attendance, subject to any non-attending NEMO's right to object as described in Section 4.2(a).

4.6. Escalation of Matters from ANDOA and/or ANIDOA

4.6.1 The All NEMO Committee shall act as an escalation body, taking the relevant decisions pursuant to the general voting rule set under Section 4.1. (a) above (i.e. unanimity followed by ANCA QMV, if unanimity cannot be reached), for both the ANDOA Steering Committee and the ANIDOA Steering Committee in the following cases:

(a) Where the ANDOA Steering Committee or the ANIDOA Steering Committee (as the case may be) is not capable of adopting a decision other than:

i) a decision required to be taken by such steering committee in the context of the real-time application of the relevant Operational Procedures;

ii) a dispute concerning the question of a potential breach by and/or the liability of any party to the ANDOA and/or ANIDOA pursuant to the terms of such agreements;

iii) a dispute with respect to the interpretation of the ANDOA and/or ANIDOA; or

iv) a decision with respect to the legal consequences of an operational incident.

(b) Where the ANDOA Steering Committee or the ANIDOA Steering Committee (as the case may be) is not capable of achieving unanimity with respect to any decision concerning the amendment or modification of the ANDOA or the ANIDOA; and

(c) Where the ANDOA Steering Committee or the ANIDOA Steering Committee (as the case may

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be) has decided to escalate any other decision to the All NEMO Committee.

4.7. Deadlock

4.7.1 If it is not possible for the All NEMO Committee (having made at least three attempts) to make a decision on a matter then, via a decision taken by unanimity, the All NEMO Committee may solicit the NRAs and/or ACER for a non-binding opinion on such Deadlock (the "Deadlock Opinion"). Upon receipt of the Deadlock Opinion, the Parties shall seek in good faith to reach a decision between them based on the Deadlock Opinion.

4.7.2 Where, having endeavoured to resolve a Deadlock according to Section 4.7.1 above, the Parties remain unable to make a binding decision which threatens in the opinion of any Party to seriously hinder or delay the continued operation of this Agreement, any one or more of the Parties may seek to refer the matter for resolution to the Expert Panel, provided that in any case where Annex IX has not yet been introduced as part of this Agreement, the Parties may seek to refer the matter for resolution as a Dispute in accordance with the provisions of clause 26.7 of this Agreement.

4.8. Urgent Decisions

4.8.1 On the application of any Party, a matter/decision may be categorised as urgent by the Chairperson (an "Urgent Decision"), in which case:

(a) There will be an ad-hoc meeting of All NEMO Committee set up as soon as possible by the Secretary for which the urgent matter to be decided will be on the agenda (the agenda to clearly state that such decision is being dealt with under the urgent timetable). The final agenda plus any supporting documentation with respect to such ad-hoc meeting shall be sent to all members of the All NEMO Committee by no later than 17:00 CET on the day falling at least 2 Business Days before the meeting.

(b) The maximum number of attempts by the All NEMO Committee to reach an urgent decision (either by unanimity or on an ANCA QMV basis) shall be two (2).

(c) The period of time for any non-attending NEMO to object to an urgent unanimity decision shall be two (2) Business Days.

(d) The period of time to raise minority protection grounds to object to an urgent ANCA QMV decision shall be two (2) Business Days from receipt of the relevant minutes of the meeting.

4.8.2 Urgent decision(s) of the All NEMO Committee shall be recorded by the Secretary in a separate written decision document, prepared, shown, discussed and approved after each decision is taken during the relevant All NEMO Committee meeting. A copy of this separate decision document shall be circulated to the members of the All NEMO Committee by the Secretary, on the very same date of the meeting. This separate decision document will also be reflected in the minutes of the All NEMO Committee meeting during which it was adopted. Such minutes are elaborated in accordance with the provisions below, it being understood, for the avoidance of any doubt, that neither the urgent decision(s) nor the separate decision document can be subject to any further challenge or modification by any of the NEMOs who attended such meeting and voted favour of the

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relevant urgent decision. With respect to those NEMOs either not attending the relevant NEMO Committee meeting in question or not voting in favour of such urgent decision, the relevant provisions of Section 4.2 shall apply.

4.9. *Written Decisions*

The Parties shall always be entitled to make decisions on any matter by written resolution including e-mail. In such cases the Secretary will prepare the necessary resolution. With respect to decisions taken via email, the Parties must previously agree by unanimity to launch an email decision-making process on a specific matter/decision.

On receipt, any individual Party may within ten (10) Business Days of receipt of the relevant resolution either signify its acceptance/rejection of the proposed resolution or otherwise object to such decision being so determined in which case the matter shall be decided at a scheduled or ad-hoc meeting of the All NEMO Committee.

4.10. *Minutes of All NEMO Committee Meetings*

Without prejudice to Section 4.8.2 of this Annex III (Urgent Decisions):

(a) all decisions of the All NEMO Committee shall be clearly recorded by the Secretary both during the meeting (via a live on screen facility) and in the minutes of the relevant meeting.

(b) the draft minutes will be circulated to the members of the All NEMO Committee by the Secretary, by no later than three (3) Business Days after the date of the relevant All NEMO Committee meeting.

(c) Each Party may comment on the minutes until they are formally approved (but may not challenge a decision reflected in such minutes otherwise than in accordance with Section 4.2). The minutes of each All NEMO Committee meeting will normally be approved as the first item on the agenda of the next All NEMO Committee meeting.

(d) The decision(s) of the All NEMO Committee meeting as recorded in the formally approved minutes shall be binding on the Parties with retroactive effect from the date of the meeting at which the decision (not the approval) was made.

(e) A copy of the approved minutes will be signed by the Chairperson and circulated to the members of the All NEMO Committee by the Secretary (in scanned format), within five (5) Business Days from the date of approval.

3.4

3.5 The Parties agree to entirely replace Annex VIII (Contact Details of the Parties) with the text provided in Attachment 1.

4 MISCELLANEOUS

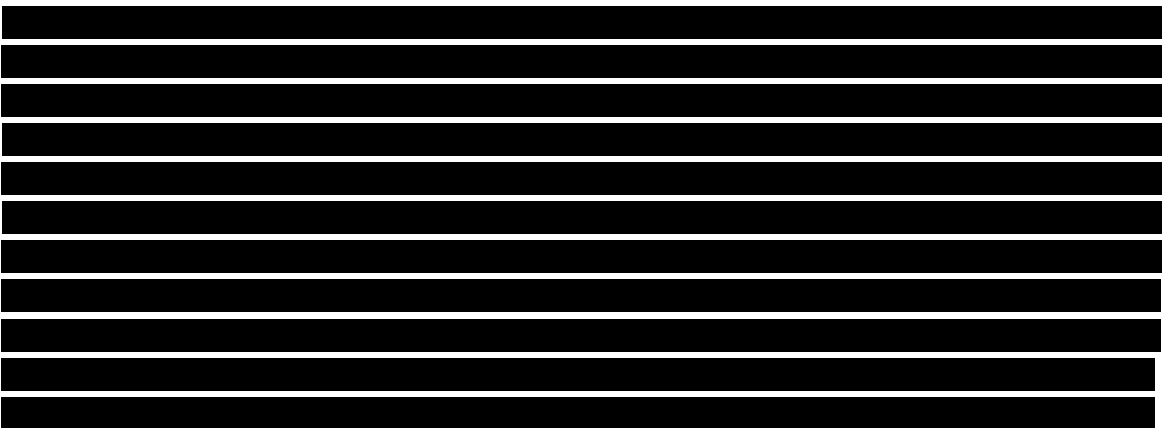
- 4.1 No provision of this Second Amendment shall be interpreted adversely against a Party solely because that Party was responsible for drafting that particular provision.
- 4.2 Changes to this Second Amendment can only be made in writing, signed by all Parties.
- 4.3 In the event of any ambiguity or inconsistency between 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 ANCA as amended by Second Amendment) is hereby attached only for illustrative purposes and shall have no binding effect.
- 4.4 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 26 of the ANCA shall apply.

5 ENTRY INTO FORCE

5.1 This Second Amendment shall enter into force on the 1st September 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 Agreement 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 Second Agreement 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 Agreement. The third coordinating Party will collect all copies of the original signed signatory pages, compile them with the main text of the Second Amendment Agreement and provide each of the Parties one (1) original of the main text of the Second Amendment Agreement with the original signed signatory pages, which constitutes valid proof of the main text of the Second Agreement. The foregoing will not impact the date of entry into force of the Second Agreement; and

- ii) 

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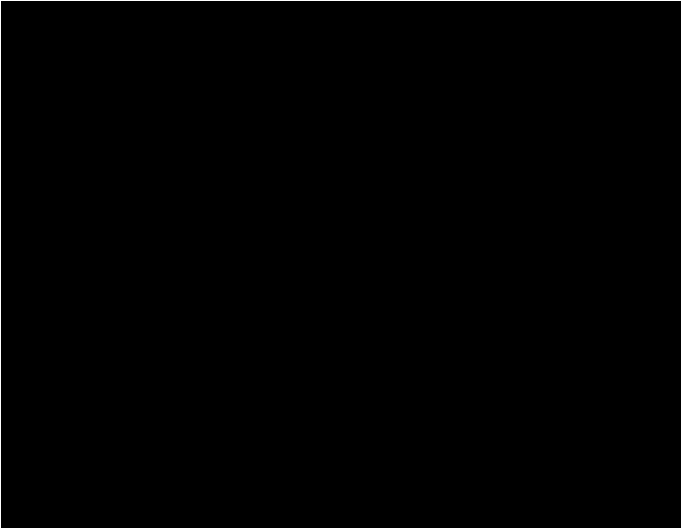


5.3 This Second Amendment is entered into for the duration of the ANCA. For the avoidance of any doubt, should the ANCA be earlier terminated, this Second Amendment shall be terminated accordingly.

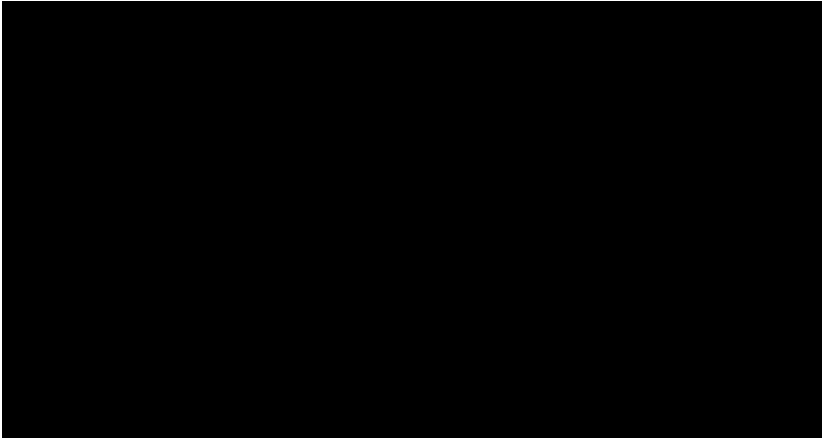
5.4 The Parties are aware of the fact that OTE, a.s., irrespective of the applicable law of this Second Amendment, has a national legal obligation within the meaning of Section 2 (1) of Act No. 340/2015 Coll., on special conditions for the entry into force of certain contracts, publishing and for the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

IN WITNESS WHEREOF.

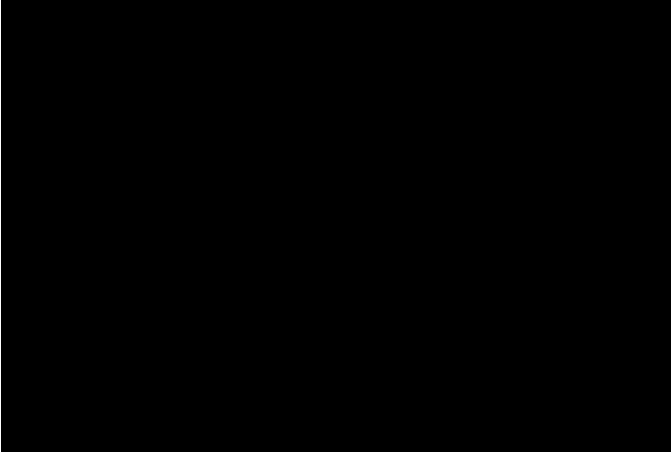
SIGNATORY PAGE – EPEX SPOT



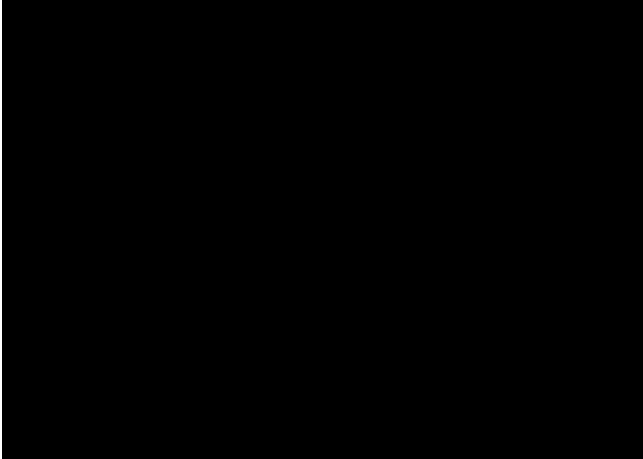
SIGNATORY PAGE – NORD POOL EMCO



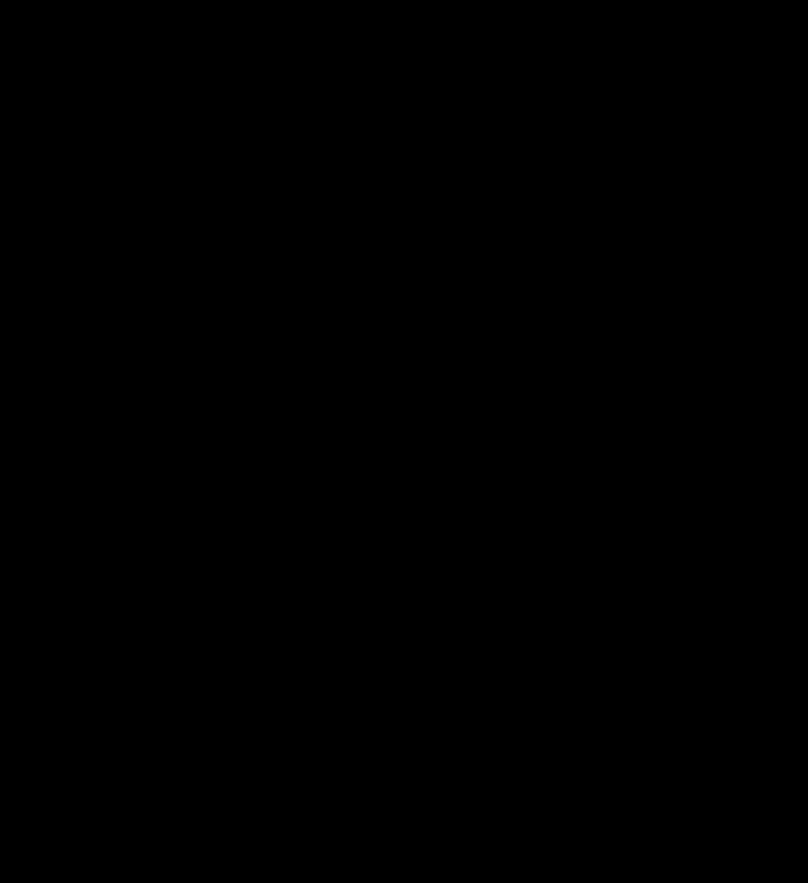
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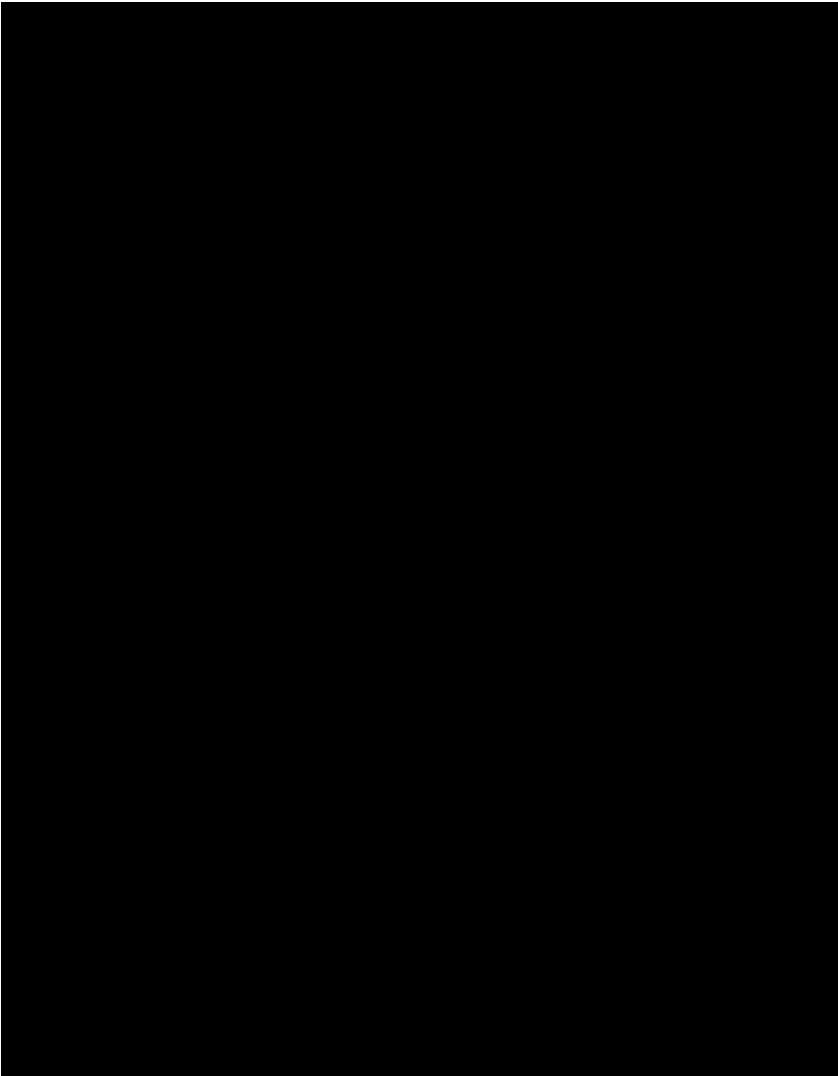
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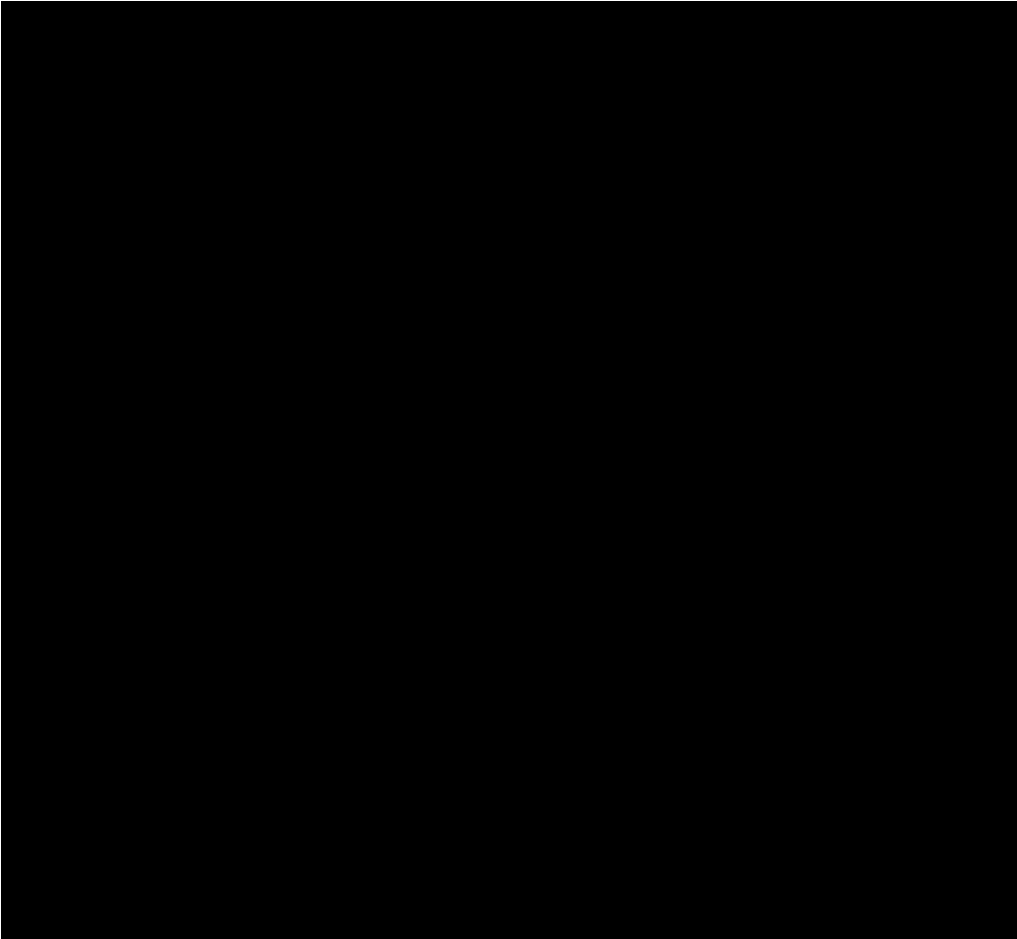
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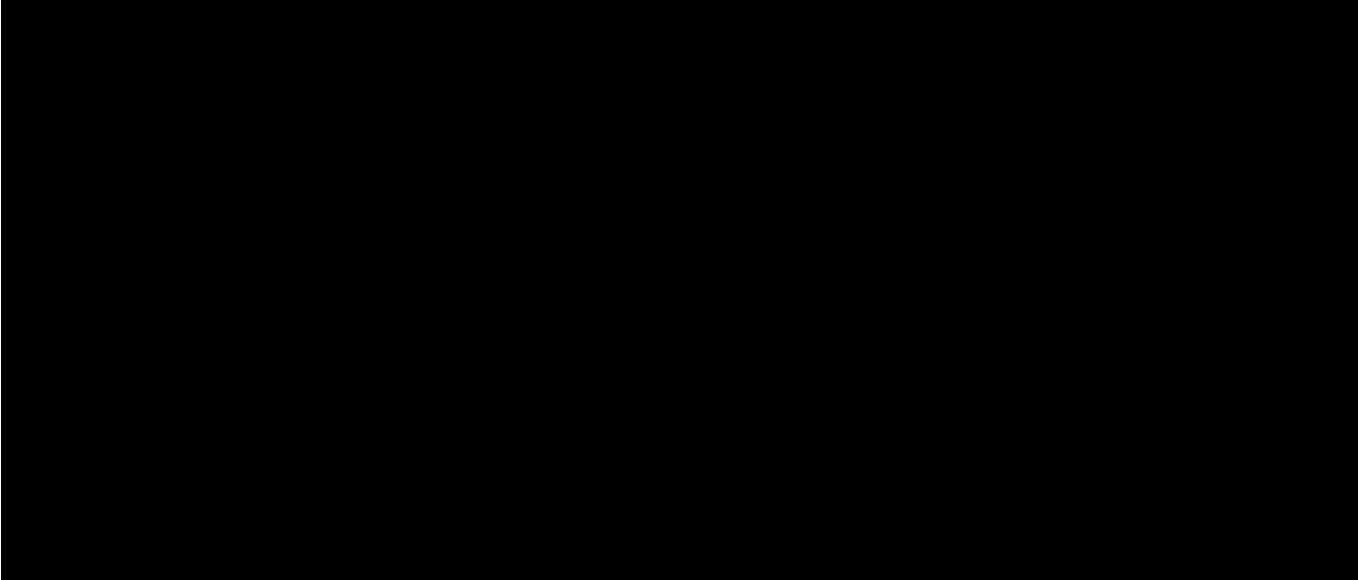
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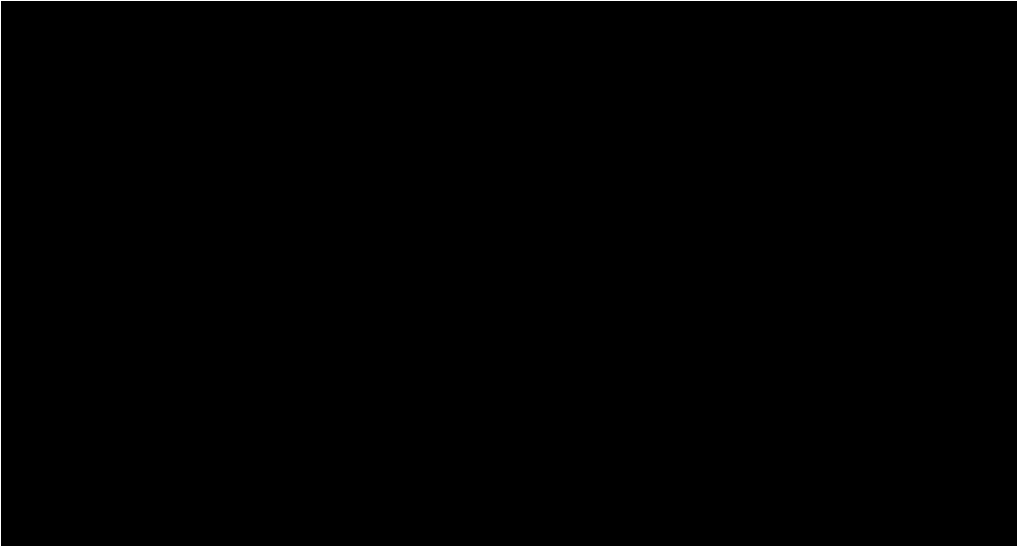
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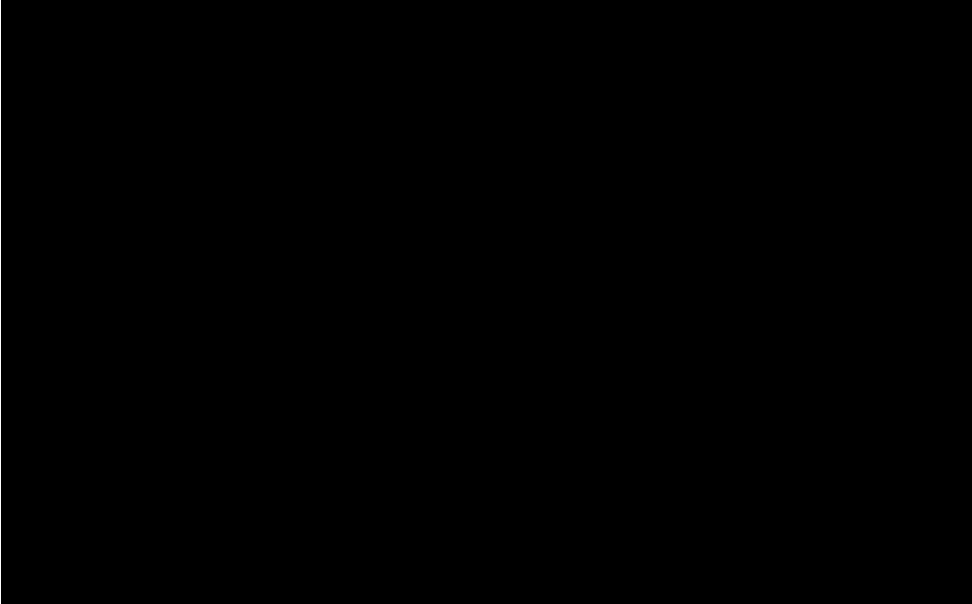
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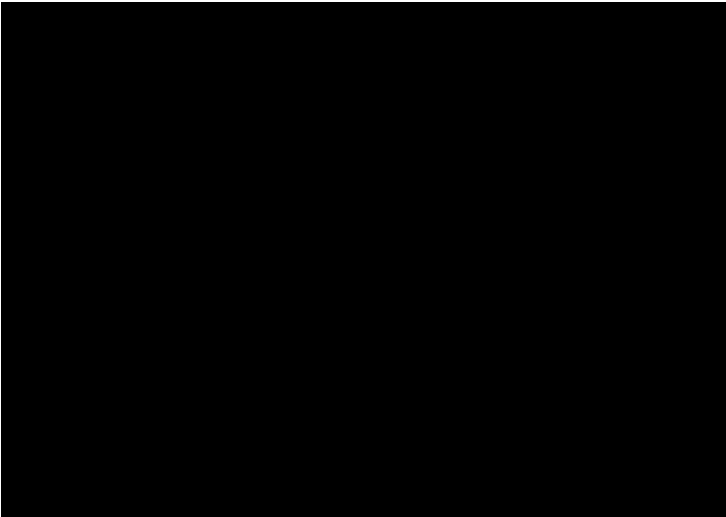
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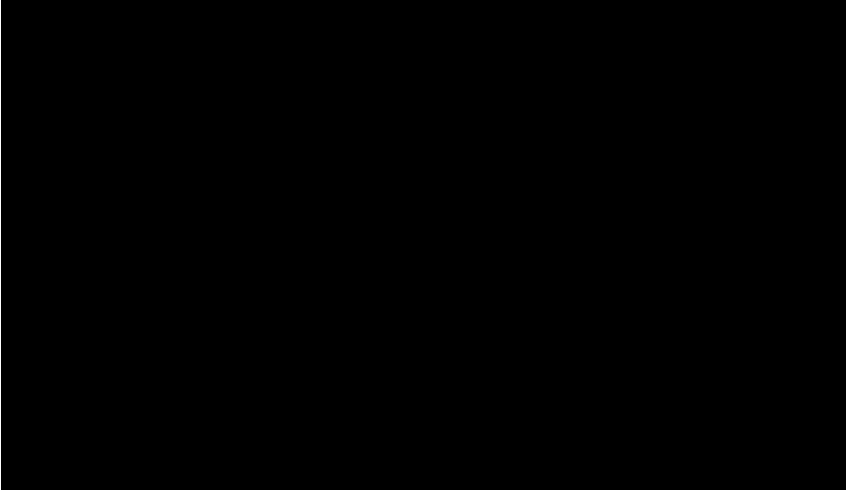
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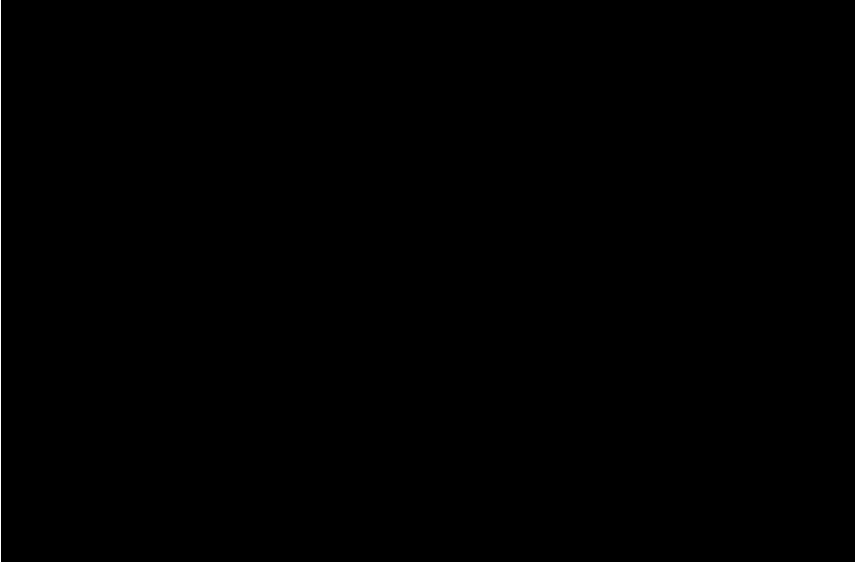
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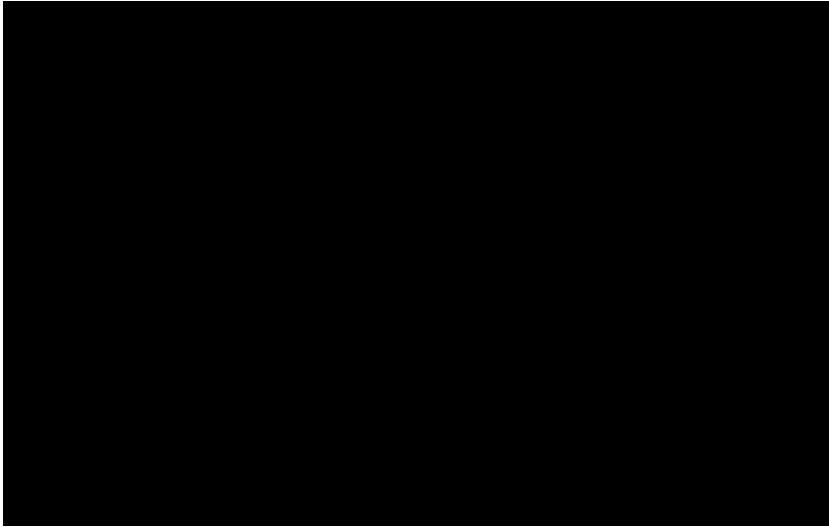
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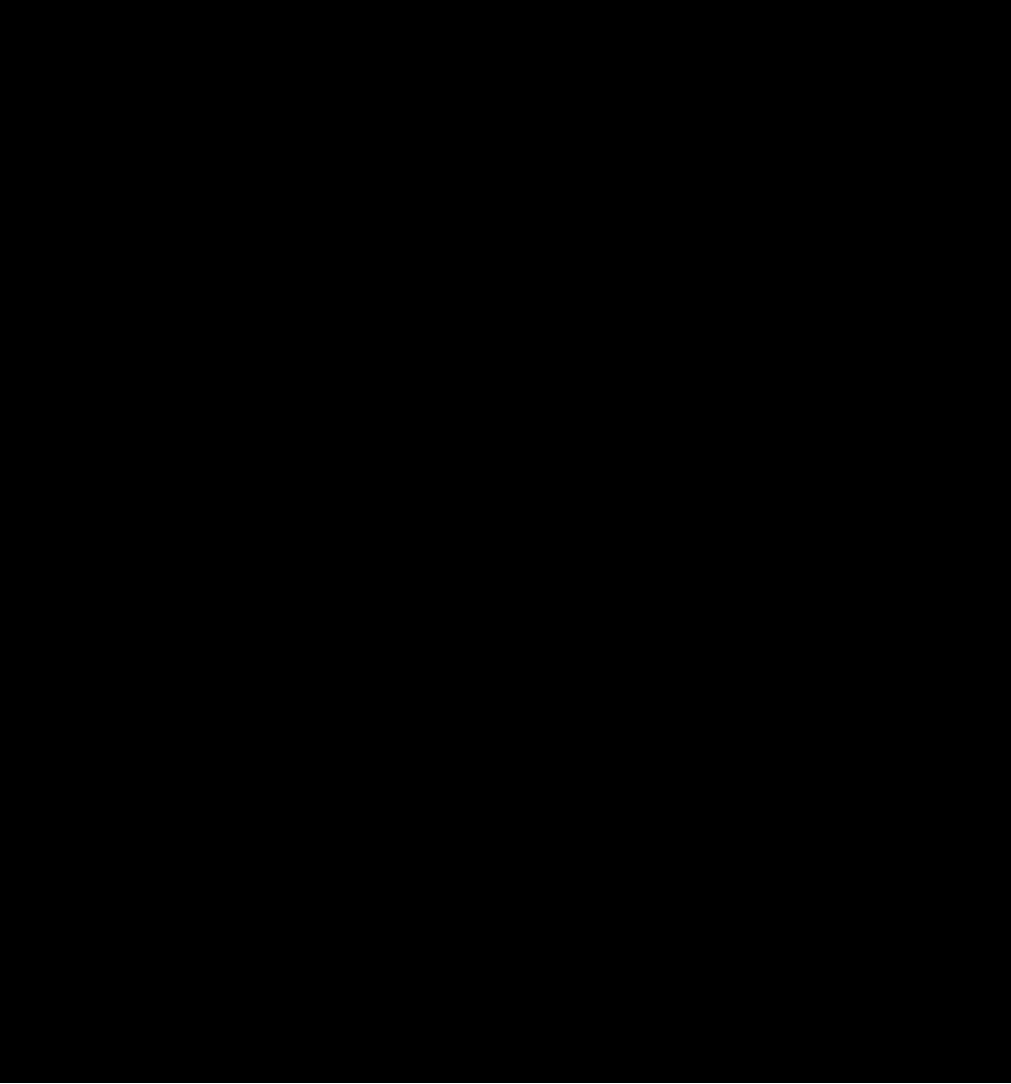
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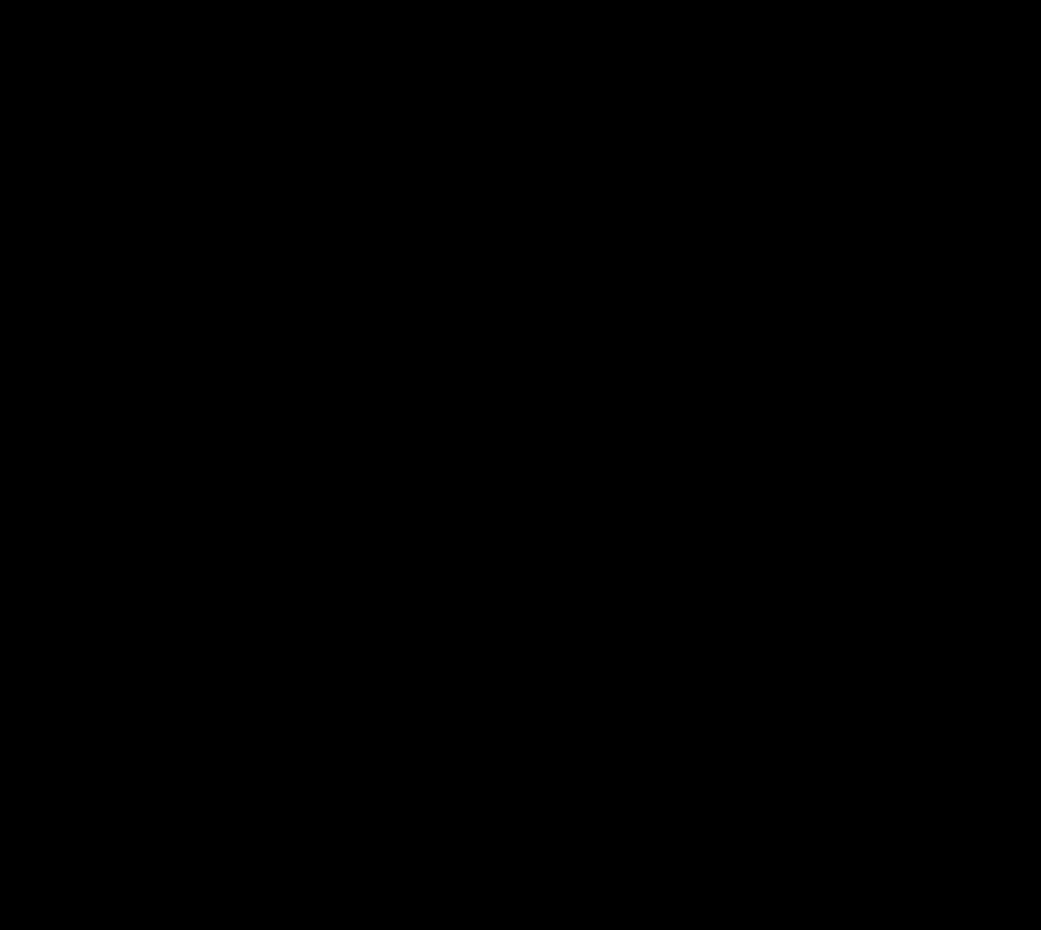
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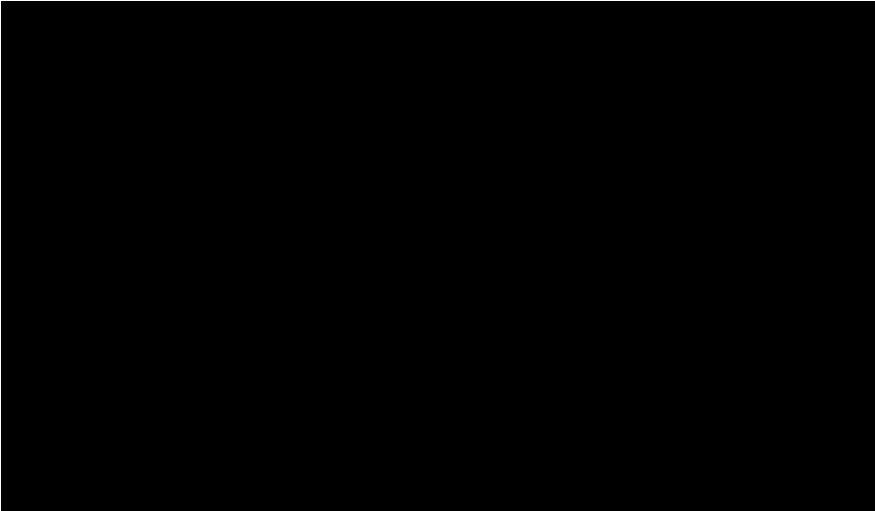
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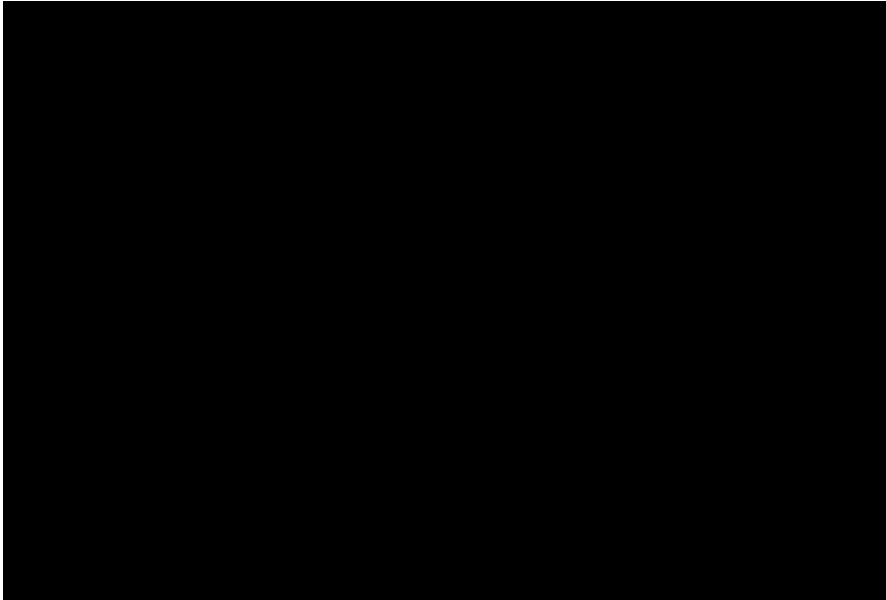
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SIGNATORY PAGE - NASDAQ



SIGNATORY PAGE - ETPA



Second Amendment to the All NEMO Cooperation Agreement (ANCA)

List of Attachments:

Attachment 1

ANNEX VIII - Contact Details of the Parties as amended by Second Amendment

Attachment 2

Consolidated version of the ANCA as amended by Second Amendment