

**Attachment 1: Power of Attorney Agreement between NEMOs for the appointment of the Contracting Party of the Project Manager Office of the NEMOs (Main body and Annex 1)**

First Amendment to the PoA for the Project Manager Office of the NEMO

**Power of Attorney Agreement**

**between NEMOs for the appointment of the Contracting Party of the Project Manager Office of the NEMOs and of the Consultant**

The present agreement (hereafter “**Agreement**”) is entered into by and between:

1. **BSP Energy Exchange LL C (“BSP”)** a company incorporated under the laws of Republic of Slovenia in the form of an LL C (limited liability company), with its principal place of business at Dunajska cesta 156, 1000 Ljubljana, Slovenia, and registered at the district court of Ljubljana under registration n° 3327124000 and VAT n° SI37748661;
2. **CROATIAN POWER EXCHANGE Ltd. (“CROPEX”)**, a company incorporated under the laws of Republic of Croatia, having its registered office at Slavonska avenija 6/A, , 10000 Zagreb, Croatia, registered in the commercial register at the commercial court of Zagreb under number 080914267 and VAT n° HR14645347149;
3. **EirGrid plc (“EirGrid”)**, a company incorporated under the laws of Ireland, having its registered office at The Oval, 160 Shelbourne Road, Ballsbridge Dublin 4 and registered with the Company Registration Office under number 338522 and VAT n° IE6358522H;
4. **EPEX SPOT SE (“EPEX”)**, a company incorporated and existing under the laws of France in the form of a societ s europ eae, having its registered office at 5 boulevard Montmartre, 75002 Paris, registered in the commercial register of Paris (R.C.S. Paris) under the number 508 010 501 and VAT n° FR 10508010501;
5. **EXAA Abwicklungsstelle f r Energieprodukte AG (“EXAA”)**, a company incorporated under the laws of Austria, having its registered office at Palais Liechtenstein, Alserbachstrasse 14-16, A-1090 Vienna, registered in the commercial register at Handelsgericht Wien under number FN 210730y and V.A.T. ATU52153208;
6. **Gestore dei Mercati Energetici S.p.A. (“GME”)**, a company duly organized and existing under the laws of the Italian Republic, with registered office at Viale Maresciallo Pilsudski, 122/124, 00197, Rome, Italy, registered with the Companies Register of Rome under number RM 953866, Italian tax code and VAT 06208031002;
7. **HUPX Hungarian Power Exchange Company Limited by Shares (“HUPX Ltd.”)**, a company incorporated under the laws of Hungary, having its registered office at 1134 Budapest, D vai u. 26-28, Hungary, registered in the commercial register of the Budapest metropolitan court, under number 01-10-045666 and VAT. n° HU13967808;
8. **Independent Bulgarian Energy Exchange (“IBEX”)**, a company incorporated under the laws of Bulgaria, having its registered office at 16 Veslets Str., Sofia, 1000, Bulgaria, registered in the commercial register at Bulgarian registry agency under number 202880940 and VAT n° BG202880940;

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9. **OMI, POLO ESPAÑOL, S.A. (“OMIE”)**, a company incorporated and existing under the laws of Spain, having its registered office at Alfonso XI n° 6, 4<sup>th</sup> floor, 28014 Madrid, Spain, and registered in the commercial register of Madrid under section 8, Sheet: M-506799 and VAT n° A86025558;
10. **OKTE, a.s. (“OKTE”)**, 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;
11. **HELLENIC ENERGY EXCHANGE S.A. (“HEEx”)**, a company incorporated under the laws of Greece, with V.A.T. number 801001623, having its registered office at 110, Athinon Avenue, 10442, Athens, Greece, registered in the commercial register at General Commercial Registry under number 146698601000;
12. **Operatorul Pieței de Energie Electrică și de Gaze Naturale “OPCOM” S.A. (“OPCOM”)**, a company incorporated and existing under the laws of Romania, having its registered office at 16-18 Bd. Hristo Botev, 3rd District, Bucharest, PC.030236, Romania, and registered with Bucharest Trade Registry under the number J40/7542/2000 and VAT n° RO13278352;
13. **OTE, a.s. (“OTE”)**, a company incorporated and existing under the laws of the Czech Republic, having its registered office at Sokolovská 192/79, 186 00 Prague, Czech Republic, and registered with the commercial register in municipal court of Prague, Section B 7260 under the number 264 63 318 and VAT n° CZ26463318; OTE’s contract number: [REDACTED];
14. **SONI Limited (“SONI”)**, a company incorporated under the laws of Northern Ireland, with V.A.T. number GB945676869, having its registered office at Castlereagh House, 12 Manse Road, Belfast BT6 9RT, UK and registered with the Companies House under number BT6 9RT;
15. **Towarowa Giełda Energii S.A. (“TGE”)**, a company incorporated under the laws of the Republic of Poland, with V.A.T. number PL 5272266714, having its registered office at Książęca 4, 00-498 Warszawa, Poland and registered in the commercial register at National Court Register under number 0000030144 with the share capital paid in full in an amount of 14.500.000,00 PLN;
16. **NASDAQ OSLO ASA (“Nasdaq”)**, a company incorporated and existing under the laws of the Kingdom of Norway with company number and V.A.T. 965 662 952 whose registered office address is at Karenslyst Allè 53, 0279, Oslo, Norway;
17. **Nord Pool European Market Coupling Operator AS**, previously named Nord Pool AS (“**Nord Pool EMCO**”), a company organised and existing under the laws of Norway, having its registered office at Lilleakerveien 2A - 0283 Oslo, Norway, and registered with the Register of Business Enterprises in Norway under the number 984 058 098 and VAT n° NO 984 058 098 MVA, further referred to as the “**Contracting Party**”;

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18. ETPA Holding B.V. ("ETPA"), a company organised and existing under the laws of the Netherlands, having its registered office at Arlandaweg 92, 1043 EX, Amsterdam, the Netherlands, and registered with chamber of commerce trade register under the number 63457431 and VAT n° NL 8552.89.685.B01;

Collectively referred to as "**Parties**" or "**NEMOs**".

**WHEREAS:**

1. On the 13<sup>th</sup> of June 2012, EPEX Spot, GME, OMIE and Nord Pool EMCO have signed the PCR Cooperation Agreement and the PCR Co-Ownership Agreement entering into a co-operation for the implementation of a single European day-ahead price coupling of power regions (hereafter the "**PCR Cooperation**"). The PCR Cooperation was preliminary launched, in 2009, by an initial collaboration between some of the PCR PXs regarding a first technical assessment of the coupling mechanism. OTE, TGE, OPCOM, HENEX and NASDAQ joined PCR Cooperation adhering to the relevant agreements respectively on the 1st of March 2013, the 26<sup>th</sup> of October 2015, the 30<sup>th</sup> of October 2015, the the 30 June 2018 and on the 28 May 2019.
2. On 15<sup>th</sup> August 2015 Commission Regulation (EU) 2015/1222 of 24<sup>th</sup> July 2015 establishing a guideline on capacity allocation and congestion management entered into force. Pursuant to article 4.1 of Commission Regulation (EU) 2015/1222 (hereafter the "**CACM Regulation**"), "*Each Member State electrically connected to a bidding zone in another Member State shall ensure that one or more NEMOs (‘nominated electricity market operator’, entity designated by the competent authority to perform tasks related to single day-ahead or single intraday coupling) are designated by four months after the entry into force of this Regulation to perform the single day-ahead and/or intraday coupling*". The Parties have been individually designated as NEMOs.
3. On the 16<sup>th</sup> June 2017, all NRAs have approved the All NEMO Proposal for the Plan on Joint Performance of MCO Function (hereafter the "**MCO Plan**") submitted by the NEMOs pursuant to art. 7.3 of CACM.
4. On the 12<sup>th</sup> June 2018, pursuant to the MCO Plan, the Parties – with the exception of Nasdaq, EXAA and OKTE - have entered into the All NEMO Intraday Operational Agreement (hereafter "**ANIDOA**") to set forth i) the main principles of their cooperation in respect of single intraday coupling set by CACM, ii) the terms and conditions under which the relevant IT infrastructure will be developed and iii) the terms and conditions under which CACM's single intraday coupling shall be implemented, performed and operated among NEMOs.

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5. On the 28<sup>th</sup> March 2019 the Parties entered into:
- i) the All NEMO Cooperation Agreement (hereinafter the “**ANCA**”) which establishes the terms and conditions of the cooperation between the Parties with respect to the performance of all common non-operational tasks that need to be performed in connection with the implementation of CACM Regulation
  - ii) the All Nemo Day-ahead Operational Agreement (hereinafter the “**ANDOA**”) pursuant to the MCO Plan, to set forth i) the main principles of their cooperation in respect of single day ahead coupling set by CACM, ii) the terms and conditions under which the relevant IT infrastructure will be developed and iii) the terms and conditions under which the CACM’s single day ahead coupling shall be implemented, performed and operated among NEMOs.
  - iii)
6. In light of the entering into force of ANDOA, the Parties agreed on the necessity to amend the PCR Agreements in order to terminate the PCR Cooperation Agreement as well as to continue the PCR Cooperation via the PCR Co-ownership Agreement. Such changes to the PCR Cooperation have been executed, respectively, via an ad hoc termination agreement and an amendment agreement, both effective on the 28<sup>th</sup> of May 2019.
7. On the 6<sup>th</sup> of June 2019, the All NEMO Committee (hereafter “**Committee**”) decided to organize the appointment of the procuring and contracting Party for the selection of the project manager office of the NEMOs in charge of the coordination of the NEMOs’ activities in the context of CACM’s implementation (hereafter “**Project Manager Office/PMO**”). Such selection will be performed by the Contracting Party subject to the supervision and decision of the Committee via a procurement procedure (hereafter: the “**Procurement**”).
8. The Committee ‘s decision described under whereas 5 above has been endorsed by the governing body of ANDOA cooperation (hereafter “**NEMO DA Steering Committee/SC**”), by the governing body of ANIDOA cooperation (hereafter “**NEMO ID Steering Committee/SC**”) and by the governing body of PCR cooperation (hereafter “**PCR Steering Committee/SC**”), respectively, on the 25<sup>th</sup> of June 2019, on the 2<sup>nd</sup> of August 2019 and on the 17<sup>th</sup> off September 2019.
9. On the 4<sup>th</sup> of September 2019 the NEMOs – through a decision of the Committee - decided to assign to Nord Pool EMCO the role of procuring and contracting Party (including entering into the Service Agreement , as defined below) in charge of the Procurement, having the latter been identified as the best qualified NEMO for the performance of such role. The detailed scope of services to be provided by the PMO of the appointment, as approved by the Committee, the NEMO DA SC, NEMO ID SC and PCR SC, is attached to this Agreement in Annex 2
10. On 19<sup>th</sup> of May 2023 the NEMOs of ANIDOA cooperation – through a decision of the NEMO ID Steering Committee decided to assign Nord Pool EMCO the role of

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Contracting Party of the NEMO Intraday Consultancy Agreement (the “**Consultancy Agreement**”) to be entered into with Mr Vladimir Satek registered at the Czech Trade Office under the ID 67697071 in [REDACTED] (the “**Consultant**”).

11. Following the assignment by the NEMOs of the role of procuring and contracting Party for the selection of PMO and of contracting Party for the Consultant, Nord Pool EMCO shall:
- i) manage the Procurement in its own name, on its own behalf and on behalf of the other NEMOs, according to the instructions provided by the Committee;
  - ii) formally select the PMO subject to a decision of the Committee as confirmed by the NEMO DA SC, NEMO ID SC and PCR SC;
  - iii) pre-finance the costs stemming from such Procurement and from entering into the Service Agreement with the PMO, it being understood that Nord Pool EMCO will recover from the other NEMOs and any other future party to ANCA (“**PMO Mandating Parties**”) the other costs not imputable to its share of contribution, consistently with the provisions of ANCA, ANDOA, ANIDOA and PCR Co-Ownership Agreement ;
  - iv) pre-finance the costs stemming from entering into the Consultancy Agreement with the Consultant, it being understood that Nord Pool EMCO will recover from EPEX SPOT SE, OMI– Polo Español S.A., Gestore dei Mercati Energetici S.p.A., OTE a.s., Towarowa Gielda Energii SA, Operatorul Pieței de Energie Electrică și de Gaze Naturale “OPCOM” SA., BSP Energy Exchange LL.C., Croatian Power Exchange Ltd., EirGrid plc, , HUPX Hungarian Power Exchange Company Limited by Shares, Independent Bulgarian Energy Exchange EAD, Operator of Electricity Market S.A., OKTE a.s., SONI Limited, ETPA Holding B.V. and any other future party to ANIDOA (“**Consultant Mandating Parties**”) the other costs not imputable to its share of contribution, consistently with the provisions of ANIDOA;
  - v) appoint a procurement manager – following its approval by the Committee - (hereafter the “**Procurement Manager**”) as the internal superintendent of the Procurement and special point of contact for the candidates participating in the Procurement;
  - vi) enter into in its own name, on its own behalf and:
    - a. on behalf of the PMO Mandating Parties, the contract with the PMO (hereafter the “**Service Agreement**”) and,
    - b. on behalf of the Consultant Mandating Parties, Consultancy Agreement.

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For the avoidance of any doubt, it is understood that the Service Agreement and the Consultancy Agreement, inter alia, shall be entered into for the benefit of all NEMOs meaning that each NEMO shall be entitled to directly request/receive the services of the PMO;

- vii) act as special point of contact (“SPOC”) for all contractual relations with PMO and/or Consultant.

**12.** The NEMOs therefore now wish to enter into this Agreement.

**NOW THEREFORE IT IS DECLARED AND AGREED AS FOLLOWS:**

**ARTICLE 1. SUBJECT MATTER**

**1.1** This Agreement acknowledges and sets forth the terms and conditions under which Nord Pool EMCO:

- i) conducts the Procurement; and
- ii) is entitled to recover the costs from the PMO Mandating Parties and/or Consultant Mandating Parties, not imputable to its share of contribution, related to the Procurement; and
- iii) enters into the Services Agreement with the PMO and/or the Consultant.

**ARTICLE 2. POWER OF ATTORNEY**

**2.1** The PMO Mandating Parties and Consultant Mandating Parties hereby formally acknowledge i) the appointment of Nord Pool EMCO, as procuring and contracting Party (including entering into the Service Agreement with the PMO) for the Procurement and contracting Party for [Consultancy Agreement](#) (hereafter: the “**Contracting Party**”) and ii) to such extent, the granting to the Contracting Party of a power of attorney to:

- a. conduct the Procurements under the supervision of the Committee and select a company providing PMO services as PMO, subject to a Committee’s decision. It is understood that the final decision of the Committee for the appointment of the selected PMO shall be confirmed by the NEMO DA SC, NEMO ID SC and PCR SC.
- b. appoint a Procurement Manager as internal superintendent of the Procurements and SPOC for all candidates during the Procurement process. However, all instructions and all decisions to be taken towards the candidates shall be decided by the Committee or any other body designated by the latter, consistently with the provisions of ANCA .

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- c. enter into the Services Agreement with the PMO (i.e. the selected candidate) and with the Consultant in its own name, on its own behalf and on behalf of all other Parties, according to the instructions provided:
  - with respect to the Services Agreement, by the Committee;
  - with respect to the Consultancy Agreement, by the ID SC CommitteeIt is understood that the Services Agreement and the Consultancy Agreement, inter alia, shall be entered into for the benefit of all NEMOs meaning that each NEMO shall be entitled to directly request/receive the services of the PMO and/or Consultant consistently with the relevant provisions of ANCA, ANDOA, ANIDOA or PCR Co-Ownership Agreement;
- d. pay for itself and on behalf of the other Parties the PMO and/or Consultant in accordance with the provisions of the Services Agreement;
- e. during the execution of the Services Agreement and/or Consultancy Agreement, act in its own name, on its own behalf and on behalf of the other NEMOs as SPOC for all contractual relations with the PMO and/or Consultant. However, all instructions and all decisions to be taken towards the PMO and/or Consultant in respect of the services to be provided by the PMO and/or Consultant (the “**Services**”) shall be decided upon by the Committee and/or the NEMO DA SC and/or the NEMO ID SC and/or the PCR SC, as the case may be, and communicated by Contracting Party to the PMO and/or Consultant. Decisions of the Committee or the NEMO DA SC **or the** NEMO ID SC or the PCR SC in this respect shall be taken pursuant to the rules set forth, respectively, in ANCA, ANDOA, ANIDOA or PCR Co-ownership Agreement.

For the avoidance of doubt:

- i) the Contracting Party will not be entitled to amend, terminate, renew or withdraw from:
  - each or all Procurement or Services Agreement or from any related binding document without the previous consent of the Committee.;
  - the Consultancy Agreement or from any related binding document without the previous consent of the NEMO ID SC;
- ii) any question arising on the interpretation of:
  - this Agreement and/or the Services Agreement shall be subject to a decision of the Committee or of any other body designated by the latter, consistently with the provisions of ANCA;
  - the Consultancy Agreement shall be subject to a decision of the NEMO ID SC or of any other body designated by the latter, consistently with the provisions of ANIDOA

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- 2.2 The Services Agreement to be entered into with the PMO shall be substantially similar to the template agreement included in the Procurement's documentation. The Procurement's documentation is attached to this Agreement as Annex 2 (Request for Proposal for the procurement of the Project Manager Office of the NEMOs).

**ARTICLE 3. OBLIGATIONS OF THE CONTRACTING PARTY**

- 3.1 The Contracting Party shall regularly inform the PMO Mandating Parties on the status of the Procurement and shall provide without undue delay the PMO Mandating Parties with any information related to the Procurement which is reasonably necessary for the PMO Mandating Parties to assess the Procurement.
- 3.2 All instructions to the Contracting Party and all decisions to be taken by the Contracting Party in respect of the Procurement (in particular the selection decision) and the Services Agreement shall be subject to prior approval of the Committee or of any other body designated by the latter, consistently with the provisions of ANCA .
- 3.3 Within the context of the Procurement, the relevant Procurement's documentation shall be sent by the Contracting Party to any third party only following the prior written consent (including by e-mail) of the other Parties.
- 3.4 The Services Agreement shall not be entered into by Contracting Party without the PMO Mandating Parties having given their prior written consent (including by e-mail) on the content of the signing version of the Services Agreement consistently with art 2.1 a) above. To this aim the Contracting Party shall regularly inform the PMO Mandating Parties on the content of the negotiations with the PMO on the Services Agreement as well as provide them with any relevant drafts of such Services Agreement as well as its final version. During negotiations with the PMO, Contracting Party shall act in accordance with the decisions of the Committee or of any other body designated by the latter. For the avoidance of any doubt, the present provision applies also to any possible pre-contractual arrangement related to the Services Agreement which may be preliminary enforced with the PMO.
- 3.5 The Consultancy Agreement shall not be entered into by Contracting Party without the Consultant Mandating Parties having given their prior written consent (including by e-mail) or via a NEMO ID SC Decision on the content of the signing version of the Consultancy Agreement. For the avoidance of any doubt, the present provision applies also to any possible pre-contractual arrangement related to the Consultancy Agreement which may be preliminary enforced with the Consultant.



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**ARTICLE 4. PAYMENT AND COST RECOVERY**

- 4.1 The Contracting Party shall pay the PMO and/or Consultant on behalf of itself and on behalf of the PMO Mandating Parties and/or Consultant Mandating Parties the amounts due pursuant to the Services Agreement and/or Consultancy Agreement provided that all Parties have approved in written form (including via e-mail) the pro-forma invoices and the related detailed timesheets consistently with the relevant provisions of the ANCA, ANDOA, ANIDOA and PCR Co-Ownership Agreement.
- 4.2 The amounts due by the Contracting Party to the PMO and/or Consultant on the basis of the Services Agreement and/or Consultancy Agreement as well as any approved cost incurred by the Contracting Party for the performance of this Agreement shall be shared among the Parties consistently with the terms and conditions set in the ANCA, ANDOA ,ANIDOA and PCR Co-Ownership Agreement.
- 4.3 For the avoidance of doubt, the Contracting Party agrees not to charge any fee to the PMO Mandating Parties and/or Consultant Mandating Parties for the execution of its obligations under this Agreement. It is understood that any cost stemming from the Procurement shall be recovered according to the previous art 4.2. The gratuity of this Agreement does not decrease the liability of Contracting Party under the Agreement, it being understood that the Contracting Party shall use that same degree of diligence as when the power of attorney under this Agreement would have been granted upon payment.

4.4 [REDACTED]

[REDACTED]

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[Redacted]

[Redacted]

[Redacted]

[Redacted]

4.5 [Redacted]

4.6 [Redacted]

[Redacted]

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4.7

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**ARTICLE 5. LIABILITY**

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**ARTICLE 6. ENTRY INTO FORCE AND TERMINATION**

- 6.1** This Agreement shall enter into force according to the following signature process:
- i) each Party shall individually sign one original of this Agreement and send a scanned copy of all pages of the signed original (in a single file PDF format).
  - ii) all scanned originals shall be collected by the chairman of the Committee who distributes them (in a single zip file) to all Parties. This Agreement will enter into force on the date on which the scanned signed copies are distributed to all Parties by the chairman of the Committee.
  - iii) as soon as possible following the completion of the signature process outlined above, for evidence reasons and without impacting the above-mentioned entry into force, each Party shall send 17 (seventeen) original signatory pages of this Agreement to the Contracting Party. The Contracting Party will then create 17 (seventeen) original hard copies of this Agreement which will be sent to the Parties (one original hard copy for each Party).
- 6.2** The Parties are aware of the fact that OTE, a.s., irrespective of the applicable law of this Agreement, 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 Agreement is subject to prior publication of this Agreement in the national contract registry.
- 6.3** This Agreement is entered into for the duration of the Procurement and the Services Agreement. For the avoidance of doubt, Contracting Party will not be entitled to amend, terminate or renew the Services Agreement on behalf of the other Parties without their prior written consent (including via e-mail), being the powers conferred with this Agreement limited to the signature of the Services Agreement and the specific acts specified in this Agreement.
- 6.4** The Parties accept and acknowledge the importance of legal and regulatory requirements to which the NEMOs are subject as market operators. Consequently, each NEMO may request to reasonably amend or, if necessary, and without court intervention, terminate immediately by registered letter the present Agreement and without having to compensate the other Parties for such termination, if a legislative or regulatory text, decree, decision issued by a competent regulatory, administrative or other governmental authority, or an opinion, proposal or demand issued by such regulatory, administrative or other governmental authority, require any such amendment or termination.
- 6.5** Without any court intervention and without any compensation being due, the Contracting Party in respect to a NEMO (excluding itself) and each NEMO (excluding Contracting Party) in respect to Contracting Party may, wholly or partly, terminate by registered letter with acknowledgement of receipt this Agreement with immediate effect in respect to the Party which:
- i) Ceases its business or becomes the object of a liquidation or dissolution;

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- ii) Is the object of an appointment of a receiver, or admitted in writing its inability to pay its debts generally as they come due (to the extent compatible with applicable law);
  - iii) In the event of a significant and detrimental change in the legal status, legal structure, the activities and/or the financial situation of such Party, which reasonably leads to the conclusion that the terms and conditions of this Agreement can or will, in a nearby future, no longer be satisfactorily complied with.
- 6.6** It is understood that if one or more Mandating Parties terminate this Agreement pursuant to Article 6.3 and 6.4, the Agreement will continue to be valid and effective between the Contracting Party and the non-terminating other Parties. Upon termination of the Agreement by one or more NEMOs, Contracting Party will be entitled to recover the amounts under Article 4.2 from the terminating NEMO(s) consistently with the relevant provisions of ANCA or ANDOA or ANIDOA or PCR Co-Ownership Agreement.
- 6.7** It is understood that the present Agreement shall be terminated with immediate effect in the event of termination of the Services Agreement.

**ARTICLE 7. MISCELLANEOUS PROVISIONS**

- 7.1** No Party has relied upon any other promise, representation or warranty other than those contained herein, in executing this Agreement.
- 7.2** If one or more of the provisions of this Agreement is declared to be invalid, illegal or unenforceable in any respect under any applicable rule of law or public policy, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected and these provisions shall remain in full force and effect as long as the economic or legal substance of this Agreement is not affected in any material manner adverse to any Party. In such event, the Parties shall immediately and in good faith negotiate a legally valid replacement provision with the same economic effect.
- 7.3** The Parties agree that the working language for all notifications and for all matters relating to this Agreement shall be English, to the extent compatible with the applicable provisions of mandatory law, if any.
- 7.4** The Annexes to this Agreement form an integral part thereof and any reference to this Agreement shall include a reference to the Annexes and vice versa.
- 7.5** Any change to this Agreement can only be validly agreed upon in writing, duly signed by the legal representatives of the Parties with exception of Annex 1 (Contact information) which may be amended through notification by the relevant Party.
- 7.6** Each Party acknowledges that the Parties to this Agreement are independent entities and that it will not, except in accordance with this Agreement, represent itself as an agent or legal representative of the other Party.
- 7.7** Neither Party may assign or transfer this Agreement, partially or as a whole, unless

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with the prior explicit written consent of the Parties which will not be unreasonably withheld or delayed.

- 7.8** No agency, partnership or joint venture relationship is created between the Parties as a result of this Agreement.
- 7.9** The Parties shall be responsible for their individual commitments only and do not bear any joint and several liability under this Agreement or the Services Agreement.
- 7.10** The present Agreement is governed by and construed with Belgian law without regard to the conflict of laws principles of it. Any dispute arising out of or in connection with this Agreement shall be settled in accordance with the dispute settlement procedure set forth in the ANCA .

In witness thereof, the Parties have caused their duly authorized representatives to execute the present Agreement in 18 (eighteen) original copies. Each Party shall receive an original copy.

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**Annex 1: Contact information**

**I. General Contact**

For BSP

[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

For CROPEX Ltd. as

[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

For EPEX SPOT SE

[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

For NORD POOL EUROPEAN MARKET COUPLING OPERATOR as

[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

For EirGrid Plc and SONI Limited

[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

**Attachment 1:** Power of Attorney Agreement between NEMOs for the appointment of the Contracting Party of the Project Manager Office of the NEMOs (Main body and Annex 1)

First Amendment to the PoA for the Project Manager Office of the NEMO

For GME

[Redacted signature block for GME]

For HUPX Ltd.

[Redacted signature block for HUPX Ltd.]

For OKTE

[Redacted signature block for OKTE]

For OMIE

[Redacted signature block for OMIE]

For OTE



**Attachment 1:** Power of Attorney Agreement between NEMOs for the appointment of the Contracting Party of the Project Manager Office of the NEMOs (Main body and Annex 1)

First Amendment to the PoA for the Project Manager Office of the NEMO

[Redacted]

[Redacted]

For OPCOM

[Redacted]

For IBEX (Independent Bulgarian Energy Exchange)

[Redacted]

For: HenEx (Hellenic Energy Exchange S.A.)

[Redacted]

For TGE

[Redacted]

**Attachment 1:** Power of Attorney Agreement between NEMOs for the appointment of the Contracting Party of the Project Manager Office of the NEMOs (Main body and Annex 1)

First Amendment to the PoA for the Project Manager Office of the NEMO

[Redacted]

**Contacts for invoicing and payment**

For BSP

[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

For CROPEX Ltd. as

[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

For EPEX SPOT SE:

[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

For GME

[Redacted]

For HUPX Ltd.

[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

For OKTE, a.s.

**Attachment 1:** Power of Attorney Agreement between NEMOs for the appointment of the Contracting Party of the Project Manager Office of the NEMOs (Main body and Annex 1)

First Amendment to the PoA for the Project Manager Office of the NEMO

[Redacted]

[Redacted]

[Redacted]

For OMIE

[Redacted]

For Nord Pool EMCO AS

[Redacted]

For OTE

[Redacted]

For Operatorul Pietei de Energie Electrica si de Gaze Naturale "OPCOM" SA

[Redacted]

For TGE

[Redacted]

EirGrid plc and SONI Limited

[Redacted]

**Attachment 1:** Power of Attorney Agreement between NEMOs for the appointment of the Contracting Party of the Project Manager Office of the NEMOs (Main body and Annex 1)

First Amendment to the PoA for the Project Manager Office of the NEMO

[Redacted text block]

For IBEX

[Redacted text block]

For HEnEx

[Redacted text block]

Contact information and addresses can be changed by sending a note to above mentioned addressees.