

**First Amendment
to the Power of Attorney Agreement
between NEMOs for the appointment of the Contracting Party
of the Project Manager Office of the NEMOs**

This First Amendment to the Power of Attorney Agreement between NEMOs for the appointment of the Contracting Party of the Project Manager Office of the NEMOs (hereafter the "**First PoA Amendment**") is entered into by and between:

1. BSP Energy Exchange LL C ("**BSP**") a company incorporated under the laws of Republic of Slovenia in the form of an LL C (limited liability company), with its principal place of business at Dunajska cesta 156, 1000 Ljubljana, Slovenia, and registered at District Court of Ljubljana under registration n° 3327124000 and VAT n° SI37748661;
2. CROATIAN POWER EXCHANGE Ltd. ("**CROPEX**"), a company incorporated under the laws of Republic of Croatia, with V.A.T. number HR14645347149, having its registered office at Slavonska avenija 6/A, 10000 Zagreb, Croatia, registered in the commercial register at Commercial Court in Zagreb under number 080914267;
3. EIRGRID plc ("**EIRGRID**"), a company incorporated under the laws of the Republic of Ireland, with V.A.T. number IE6358522H, having its registered office at the Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4, Ireland, registered in the under the number 338522;
4. EPEX Spot SE ("**EPEX**"), a European Company (Societas Europaea) incorporated under the Laws of France, with V.A.T. number FR 10508010501, having its registered office located at 5 boulevard Montmartre, 75002 Paris – France, and registered with Commercial Register in Paris under the number 508 010 501;
5. EXAA Abwicklungsstelle für Energieprodukte AG ("**EXAA**"), a company incorporated under the laws of Austria, with V.A.T. ATU52153208, having its registered office at Palais Liechtenstein, Alserbachstrasse 14-16, A-1090 Vienna, registered in the commercial register at Handelsgericht Wien under number FN 210730y;
6. Gestore dei Mercati Energetici S.p.A. ("**GME**"), a company incorporated under the laws of Italy, with V.A.T. number IT 06208031002, having its registered office at Viale Maresciallo Pilsudski, 122/124, 00197 Rome, registered with Companies Register of Rome under the number RM 953866 under Italian tax code;
7. HELLENIC ENERGY EXCHANGE S.A. ("**HEEx S.A.**"), 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;
8. HUPX Hungarian Power Exchange Company Limited by Shares ("**HUPX**"), a company incorporated under the laws of Hungary, with V.A.T. number HU13967808, having its registered office at 1134 Budapest, Dévai u. 26-28, Hungary, registered in the commercial register at Budapest Metropolitan Court, under number 01-10-045666;
9. Independent Bulgarian Energy Exchange ("**IBEX**"), a company incorporated under the laws of Bulgaria, with V.A.T. number BG202880940, having its registered office at 138, Vasil Levski, Blvd., 1527 Sofia, Bulgaria, registered in

the commercial register at Bulgarian Registry Agency under number 202880940;

10. Nasdaq Spot AB ("**NASDAQ**"), a company with VAT number SE559280730801, organised and existing under the laws of Sweden, having its registered office at Tullvaktsvägen 15, 105 78 Stockholm, and registered with company registration under no. 559280-7308;
11. Nord Pool European Market Coupling Operator AS ("**Nord Pool EMCO**"), a company incorporated under the laws of Norway, with V.A.T. number NO 984 058 098 MVA, having its registered office at at Lilleakerveien 2 A, 0283 Oslo, Norway, registered in the Register of Business Enterprises under number 984 058 098;
12. 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;
13. OMI-Polo Español, S. A ("**OMIE**"), a company incorporated and existing under the laws of Spain, with V.A.T. number A86025558, registered office at Alfonso XI nº 6, 28014 Madrid, Spain, and registered with the Commercial Register in Madrid under Section 8, Sheet: M-506799;
14. Operatorul Pietei de Energie Electrica si de Gaze Naturale "OPCOM" S.A. ("**OPCOM**"), a company incorporated and existing under the laws of Romania, with V.A.T. number RO13278352, having its registered office at 16-18 Bd. Hristo Botev, 3rd District, Bucharest, PC. 030236, Romania, and registered with the Bucharest Trade Register Office under the number J40/7542/2000;
15. OTE, a.s. ("**OTE**"), a company incorporated and existing under the laws of the Czech Republic, with V.A.T. number CZ26463318 having its registered office at Sokolovská 192/79, 186 00 Prague, Czech Republic, and registered with the Commercial Register in Municipal Court in Prague, Section B 7260 under the number 264 63 318, OTE's contract number: [REDACTED];
16. SONI Limited ("**SONI**"), a company incorporated in Northern Ireland, with V.A.T. number GB945676869, having its registered office at 12 Manse Road, Belfast, Co Antrim, BT6 9RT. SONI with registered number NI38715;
17. 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, registered in the commercial register at National Court Register under number 0000030144, held by the District Court for the Capital City of Warszawa, 12th Commercial Department of the National Court Register, and the share capital of 14.500.000,00 PLN paid in full amount;
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;

Individually referred to as "**NEMO**" or "**Party**" and/or collectively referred to as "**NEMOs**" or "**Parties**";

WHEREAS:

1. On the 6th of June 2019, the All NEMO 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. Such selection was to be performed by the Contracting Party subject to the supervision and decision of the Committee via a procurement procedure.
2. The All NEMO Committee's decision described above was 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 25th of June 2019, on the 2nd of August 2019 and on the 17th of September 2019.
3. On the 4th of September 2019 the NEMOs and Nasdaq Oslo ASA – through a decision of the All NEMO Committee - decided to assign to Nord Pool EMCO the role of procuring and contracting Party (including entering into the service agreement with the selected PMO), having the latter been identified as the best qualified NEMO for the performance of such role.
4. The agreement with was entered into between Nord Pool EMCO and Indra Czech Republic s.r.o on 6 May 2020.
5. On 19th of May 2023 the NEMOs of ANIDOA cooperation – through a decision of the NEMO ID Steering Committee decided to extend the Original Power of Attorney Agreement to apply also to a consultancy agreement to be entered into with Mr. Vladimír Satek registered at the Czech Trade Office under the ID 67697071 in [REDACTED] and Nord Pool EMCO on behalf of itself and for and on behalf of EPEX SPOT SE, OMI– Polo Español S.A., Gestore dei Mercati Energetici S.p.A., OTE a.s., Towarowa Giełda 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.
6. The NEMOs therefore now wish to enter into this First PoA Amendment.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. General

1.1 Capitalized terms used in this First PoA Amendment shall have the meaning attributed to them in the *Power of Attorney Agreement between NEMOs for the appointment of the Contracting Party of the Project Manager Office of the NEMOs*.

1.2 This First PoA Amendment contains certain amendments to the *Power of Attorney Agreement between NEMOs for the appointment of the Contracting Party of the Project Manager Office of the NEMOs* and should be read in conjunction with it. Except as expressly set out in this First PoA Amendment, the *Power of Attorney Agreement between NEMOs for the appointment of the Contracting Party of the Project Manager Office of the NEMOs* remains unaffected and in full force and effect.

2. Amendments to the Power of Attorney Agreement between NEMOs for the appointment of the Contracting Party of the Project Manager Office of the NEMOs

The Parties agree to replace the entirety of the text of the main body of the *Power of Attorney Agreement between NEMOs for the appointment of the Contracting Party of the Project Manager Office of the NEMOs* by the text set forth in Attachment 1 (“Consolidated version of the main body and Annex 1 of the Power of Attorney Agreement between NEMOs for the appointment of the Contracting Party of the Project Manager Office of the NEMOs”), which shall be binding and constitute the definitive document between the Parties regarding the content of the main body of the *Power of Attorney Agreement between NEMOs for the appointment of the Contracting Party of the Project Manager Office of the NEMOs*. For informational purposes only, Attachment 2 (“*Power of Attorney Agreement between NEMOs for the appointment of the Contracting Party of the Project Manager Office of the NEMOs - Mark up*”) shows the changes compared to the version of the *Power of Attorney Agreement between NEMOs for the appointment of the Contracting Party of the Project Manager Office of the NEMOs* as consolidated with the changes from the First PoA Amendment (main body and Annex 1).

3. Entry into force

3.1 This First PoA Amendment shall enter into force retroactively as of 1st of February 2023 provided that all Parties have signed it by sending a scan of the signed signatory page of the First PoA Amendment to a third coordinating party assigned by the Parties.

3.2 For evidence reasons each Party shall also provide the third coordinating party with eighteen (18) original signed signatory pages (one per Party) of the First PoA Amendment. The third coordinating Party will collect all the original signed

signatory pages, compile them with the main text of the First PoA Amendment and provide each of the Parties one (1) original of the the First PoA Amendment with the original signed signatory pages, which constitutes valid proof of the First PoA Amendment. The foregoing will not impact the date of entry into force of the First PoA Amendment.

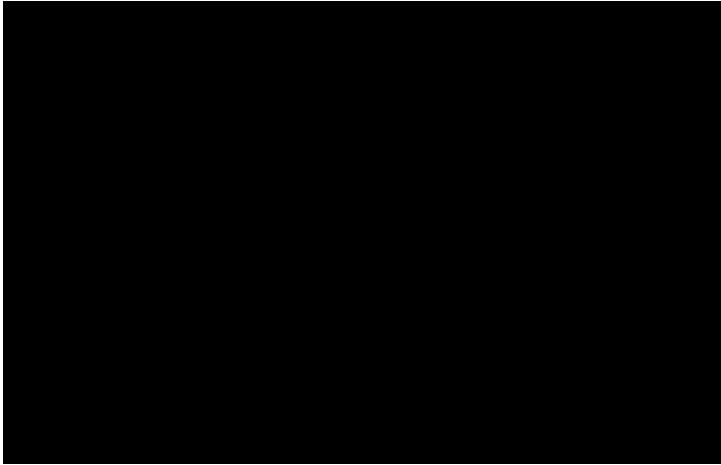
- 3.3** OTE has a national legal obligation within the meaning of Section 2 (1) of the Czech Act No. 340/2015 Coll., on special conditions for the entry into force of certain contracts, the contract publishing and on the National Contract Registry of the Czech Republic according to which this Second DAOA Amendment shall only come into force in relation to the rights and obligations of OTE subject to its prior publication of the Second 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 PoA 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

* * *

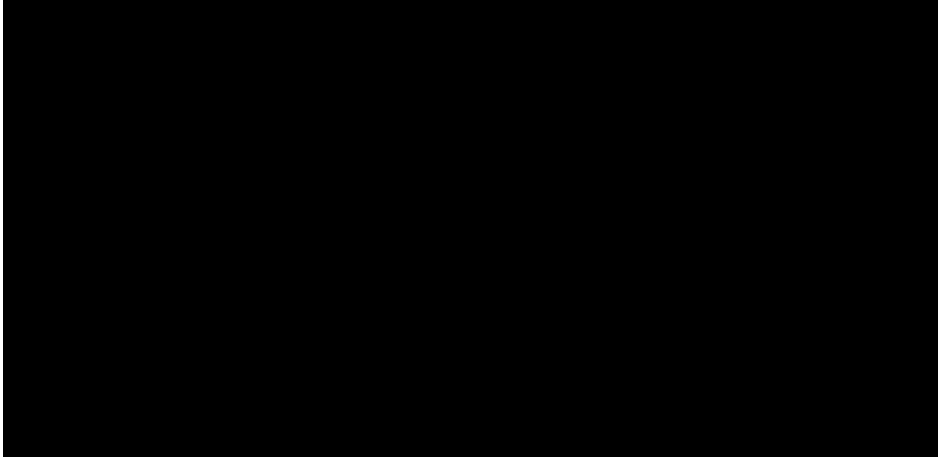
In witness thereof, and without prejudice to the procedure of sending scanned signatory pages set forth in Article 3.1 above, this First PoA Amendment has been duly executed in eighteen (18) original documents by the undersigned authorised representatives.

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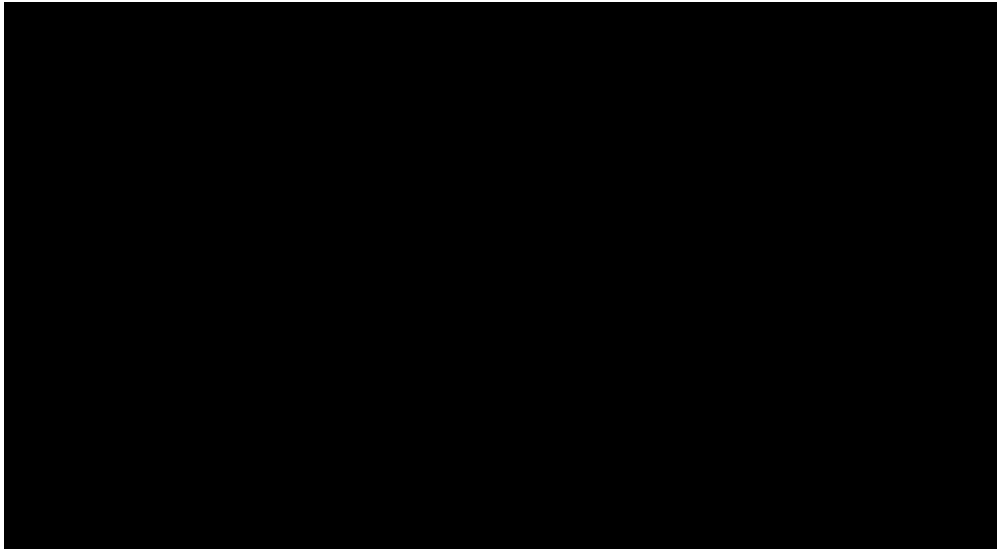
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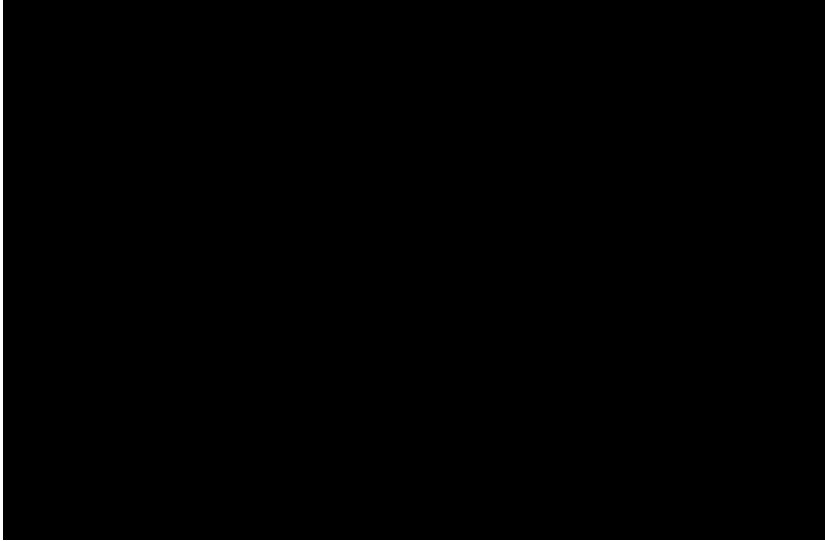
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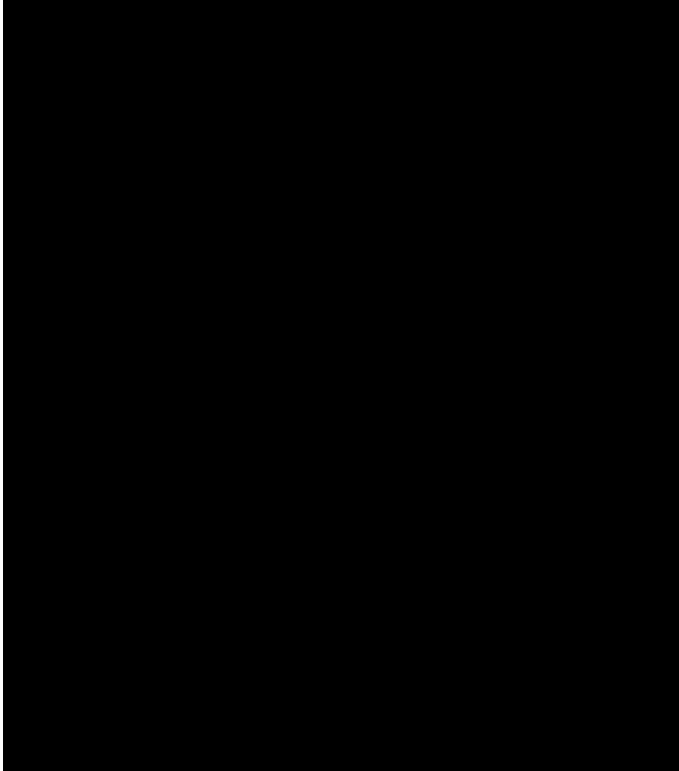
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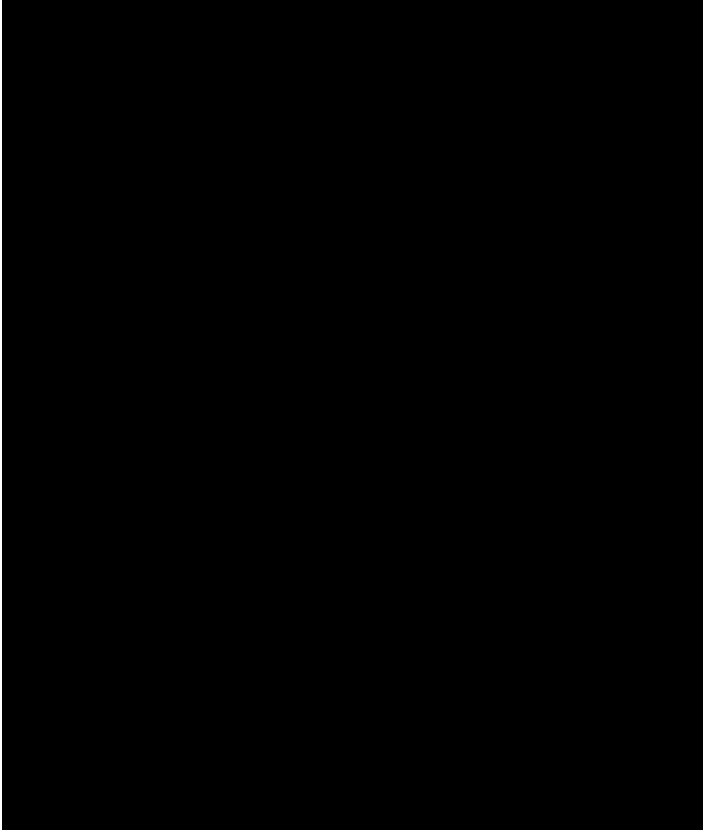
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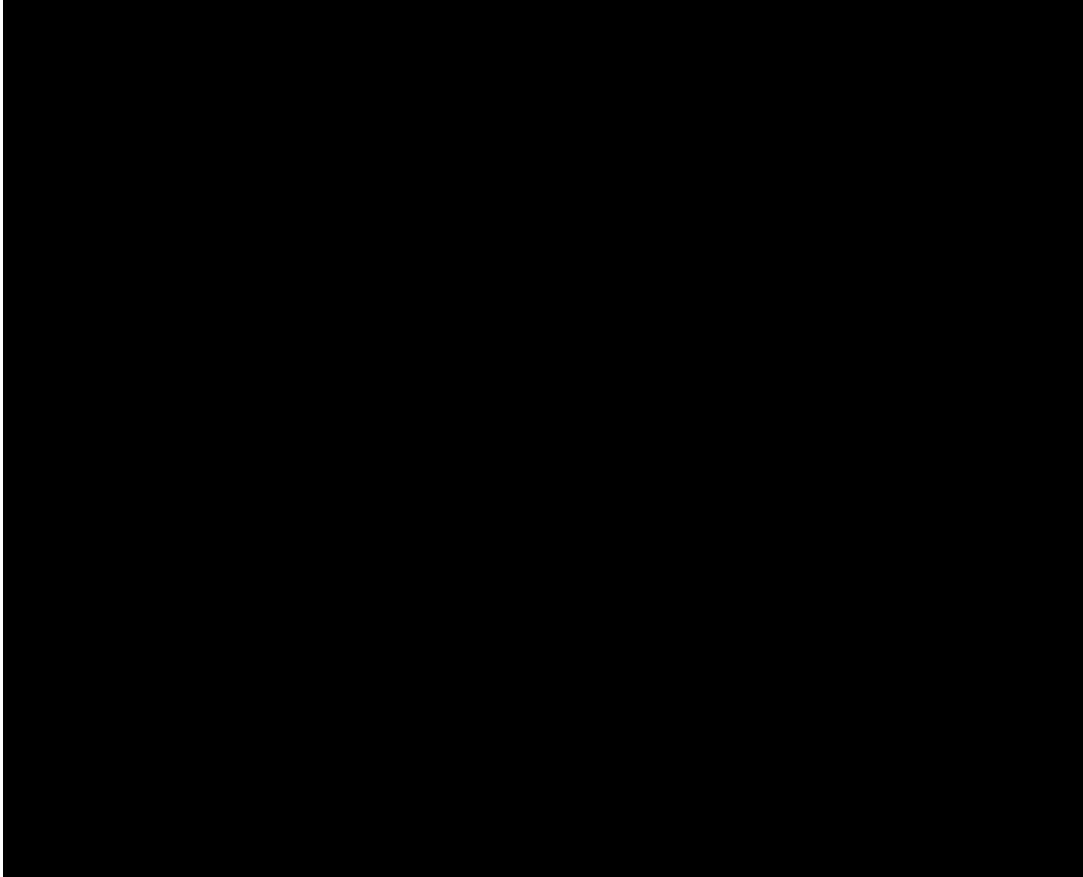
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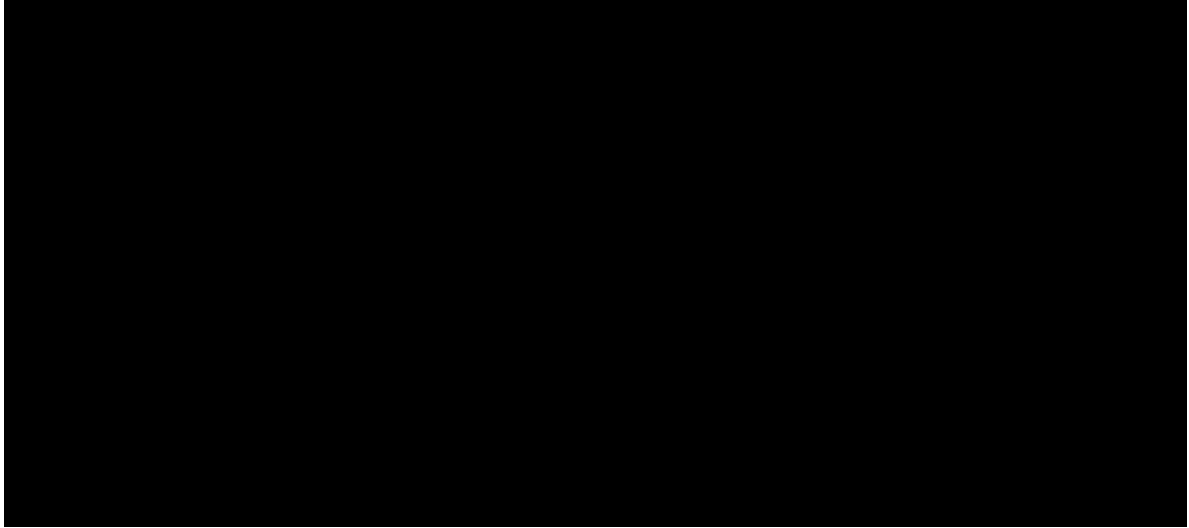
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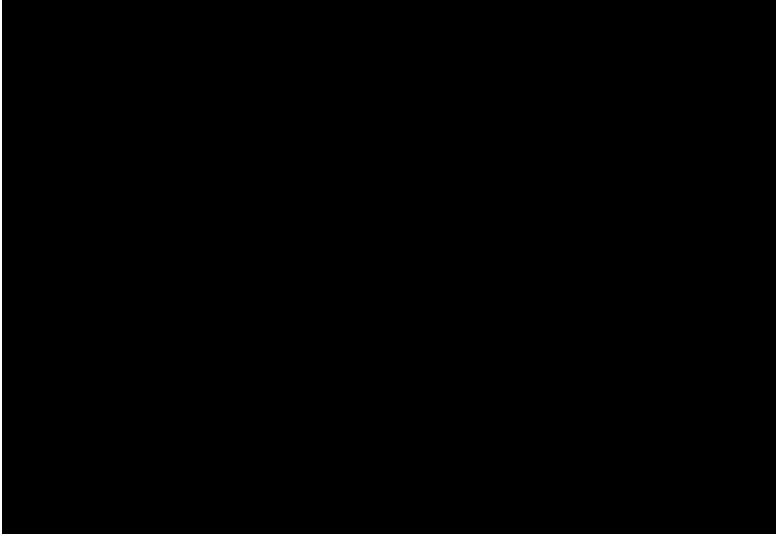
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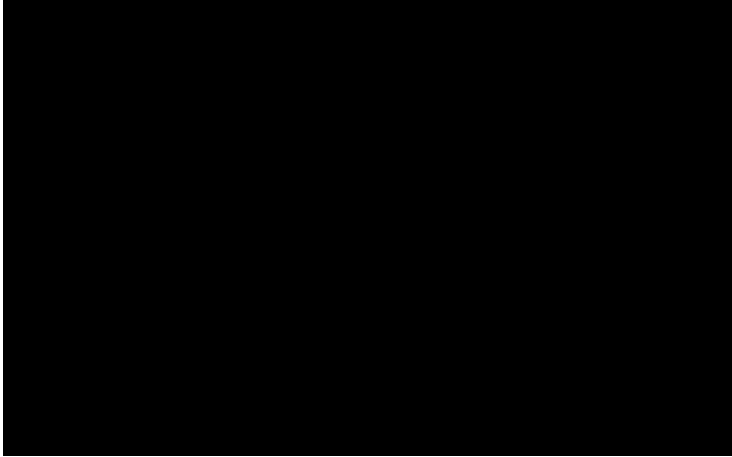
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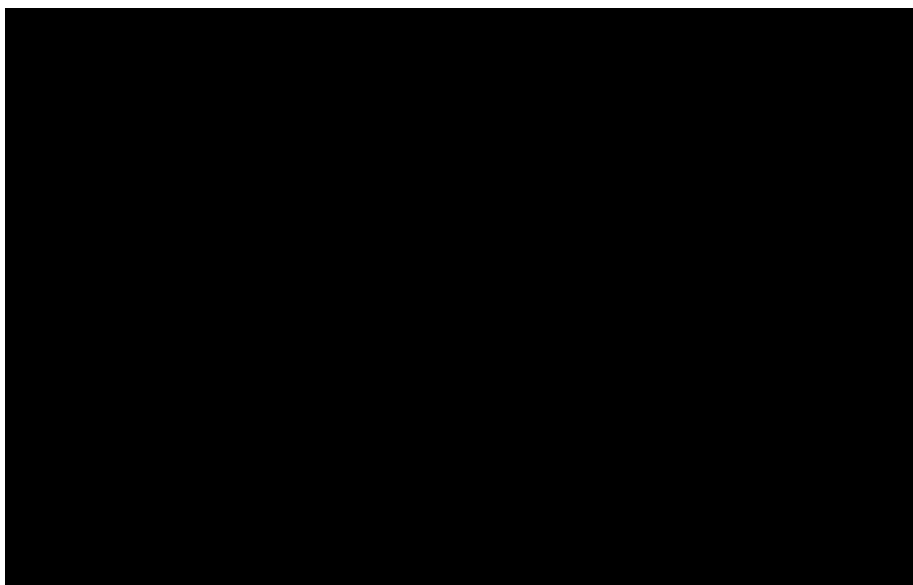
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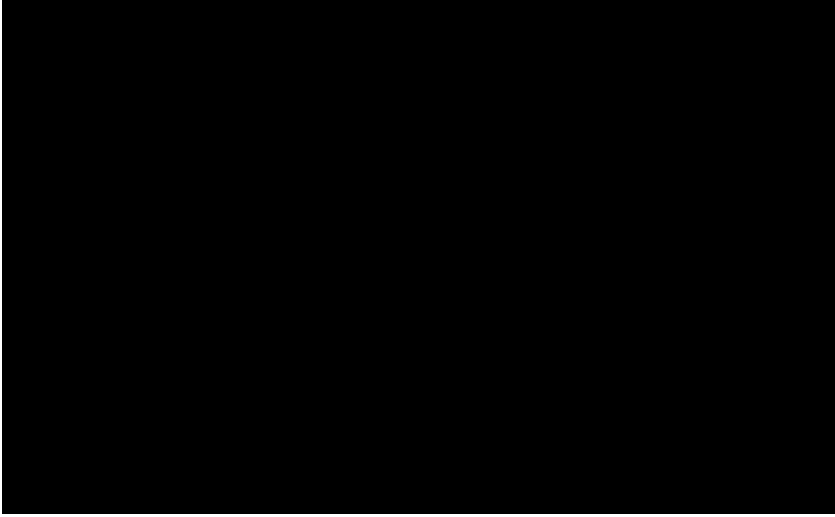
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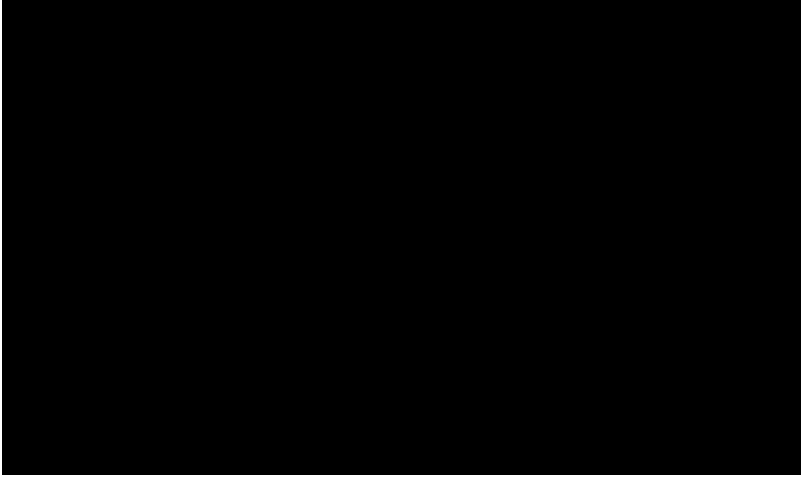
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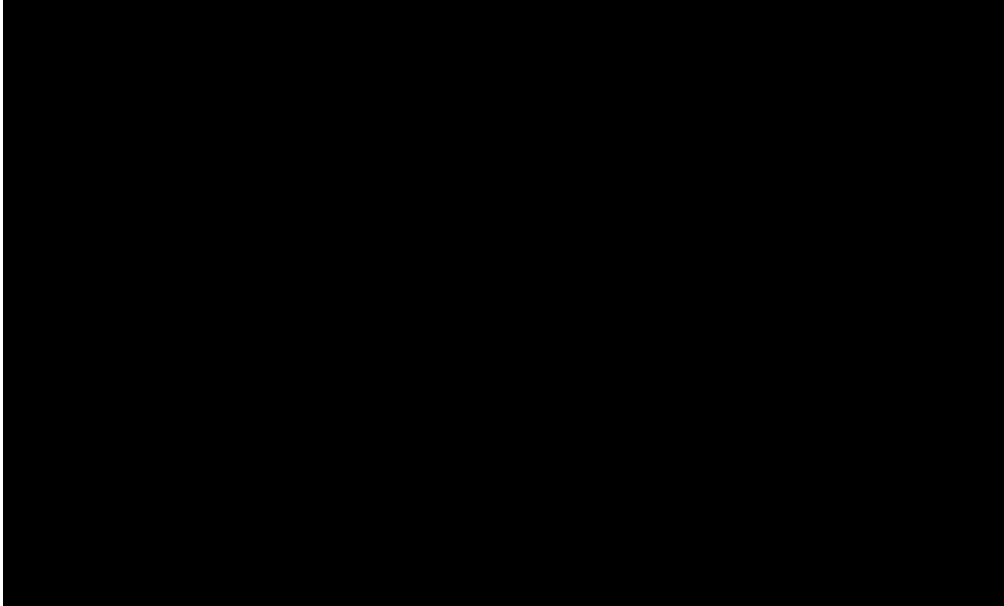
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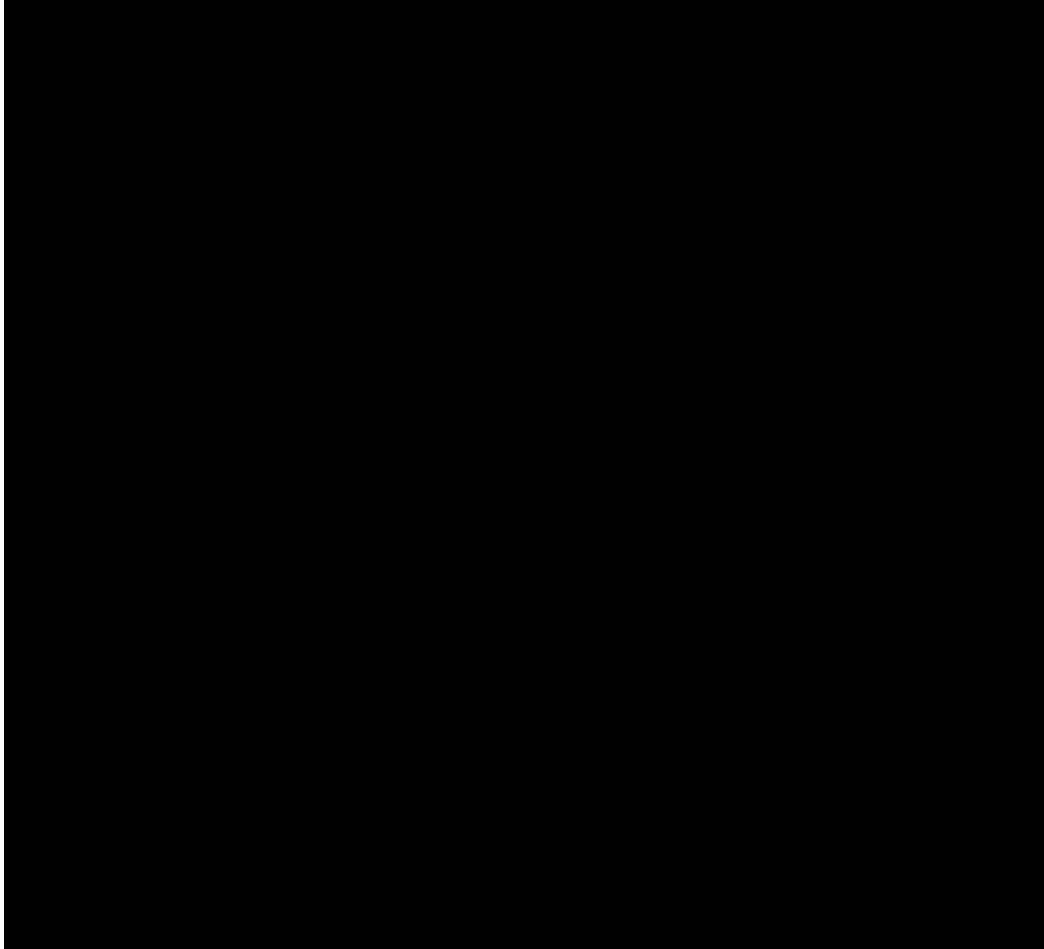
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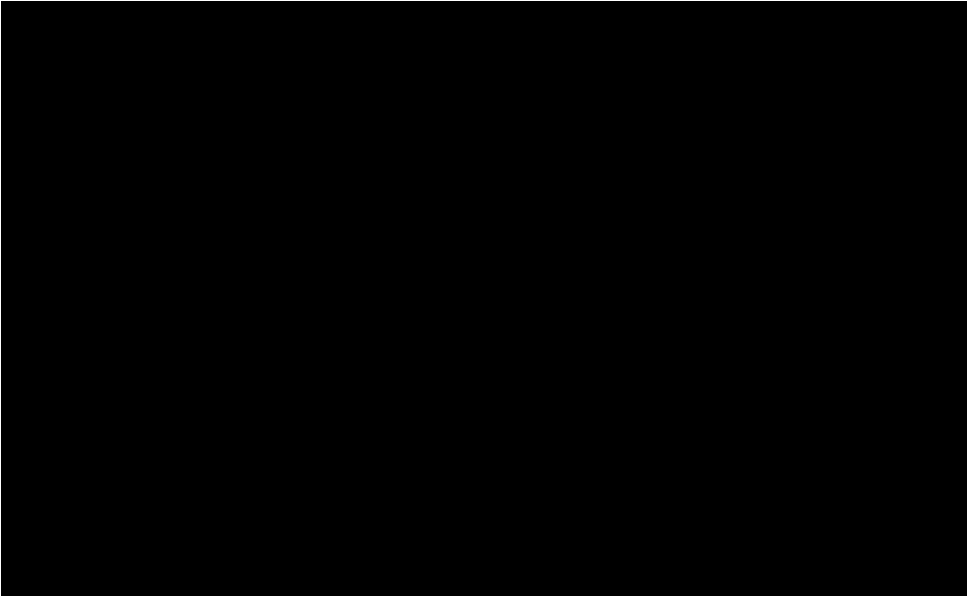
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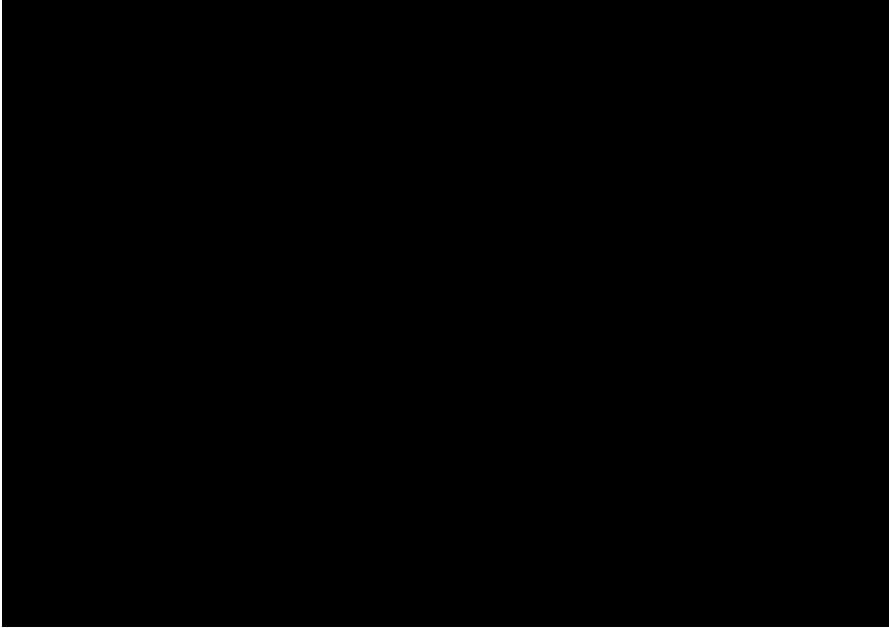
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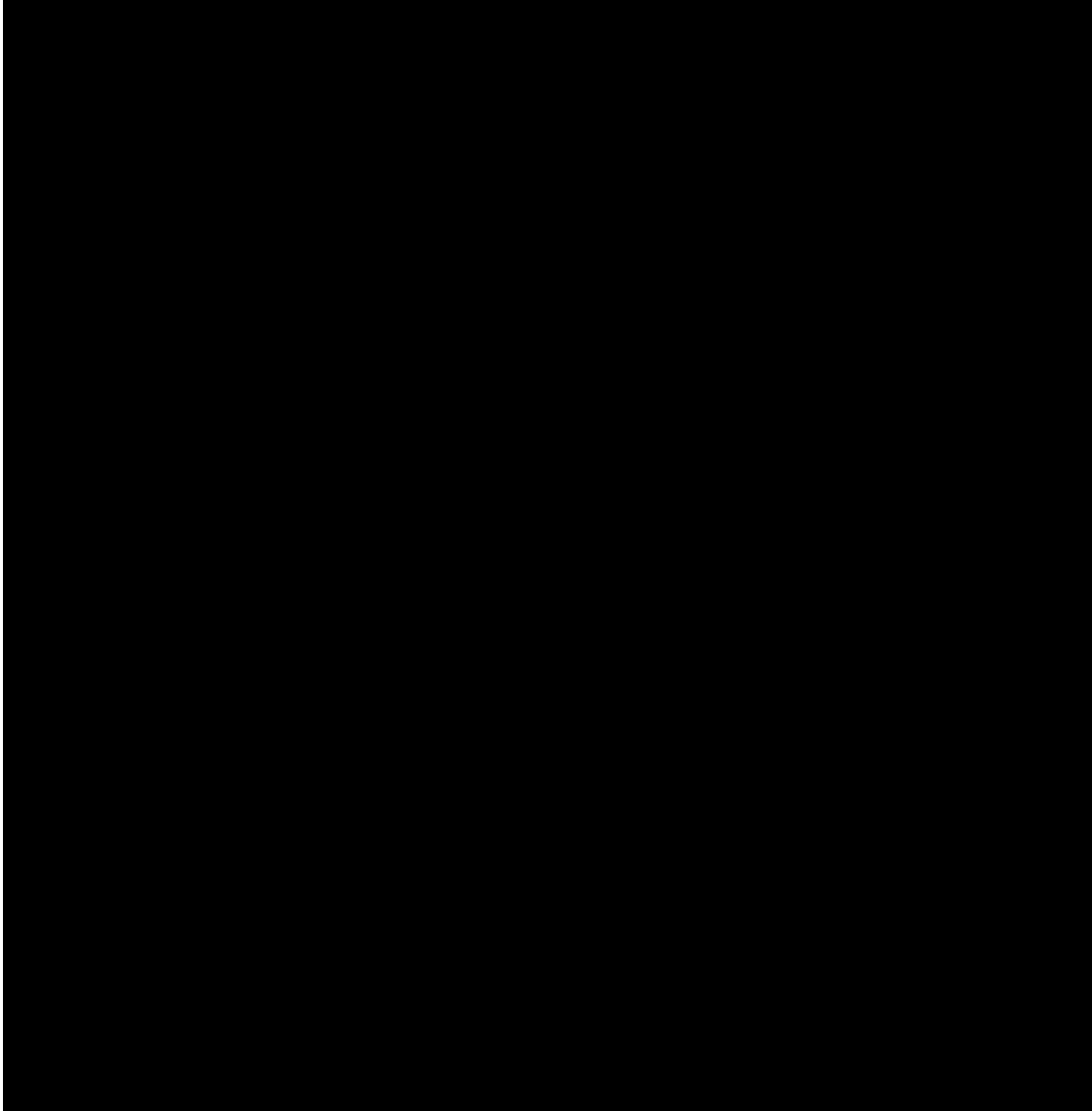
SIGNATORY PAGE - ETPA



SIGNATORY PAGE - NASDAQ



SIGNATORY PAGE - EXAA



Attachment 1: Consolidated version of the main body and Annex 1 of the Power of Attorney Agreement between NEMOs for the appointment of the Contracting Party of the Project Manager Office of the NEMOs

Attachment 2: Power of Attorney Agreement between NEMOs for the appointment of the Contracting Party of the Project Manager Office of the NEMOs - Mark up (Main body and Annex 1)