

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

1. **50Hertz Transmission GmbH**, a company incorporated under the laws of Germany, having its registered office at Heidestraße 2, 10557 Berlin, Germany, registered in the commercial register at Amtsgericht Charlottenburg under number HRB 84446 B;
2. **Amprion GmbH**, a private limited liability company (Gesellschaft mit beschränkter Haftung) organised and existing under the laws of Germany, having its registered office at Robert-Schuman-Str. 7, 44263 Dortmund, Germany, and registered in the commercial register at Amtsgericht Dortmund under the number HRB 15940;
3. **Austrian Power Grid AG**, a company incorporated under the laws of Austria in the form of an AG, with registered office at IZD Tower, Wagramer Str.19, 1220 Wien, Austria, registered in the commercial register at Handelsgericht Wien under number FN 177696v;
4. **BSP Energy Exchange LL C**, a company incorporated under the laws of Republic of Slovenia in the form of an LL C (limited liability company), with its principal place of business at Dunajska cesta 156, 1000 Ljubljana, Slovenia, and registered at District Court of Ljubljana under registration n° 3327124000 and VAT n° SI37748661;
5. **Bursa Romana de Marfuri S.A.** (“BRM”) a company organised and existing under the laws of Romania, having its corporate seat at Buzesti Street 82-94, Etaj 7, 1° District, 011017 Bucharest, Romania, and registered with Romanian Trade Registry under the number J40/19450/1992 and VAT n° RO1562694,
6. **ČEPS, a.s.**, a company incorporated under the laws of Czech Republic, having its registered office at Elektrarenska 774/2, 101 52 Praha 10, Czech Republic, and incorporated in the Commercial Register kept by the Municipal Court in Prague, Section B, Entry 5597, with the Company Identification number 25702556;
7. **CREOS Luxembourg S.A.**, a company incorporated under the laws of Luxembourg, having its registered office at 105 rue de Strassen, L-2555 Luxembourg, registered in the commercial register at Luxembourg under number B. 4513;
8. **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;
9. **Croatian Transmission System Operator Plc. (HOPS d.d.)**, a company incorporated under the laws of Croatia, having its registered office at Kupaska 4, HR-10000 Zagreb, Croatia, registered in the court register of the Commercial Court in Zagreb under the company registration number 080517105;
10. **ELES, d.o.o.**, sistemski operater prenosnega elektroenergetskega omrežja, a company incorporated under the laws of Slovenia, having its registered office at Hajdrihova 2, 1000 Ljubljana, Slovenia, under commercial register number 5427223000;
11. **Elia Transmission Belgium S.A.**, a company incorporated under the laws of Belgium, having its registered office at 20 Boulevard de l’Empereur, B-1000 Bruxelles, registered with the Banque carrefour des entreprises (RPM Bruxelles) under number 0731.852.231;
12. **EPEX Spot SE**, a European Company (Societas Europaea) organised and existing under the laws of France, having its registered office at 5 Boulevard Montmartre, 75002 Paris, France, and registered with the Commercial Register in Paris under the number 508 010 501 and VAT n° FR 10508010501;
13. **Nord Pool European Market Coupling Operator AS**, a company organised and existing under the laws of Norway, having its registered office at Lilleakerveien 2A, 0283 Oslo, Norway, and registered with Register of Business Enterprises in Norway under the number 984 058 098 and VAT n° NO 984 058 098 MVA;
14. **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

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1134 Budapest, Dévai u. 26-28, Hungary, registered in the commercial register at Budapest Metropolitan Court, under number 01-10-045666;

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

all being referred to as “Party” individually and/or “Parties” or “Core IDA Parties” collectively;

Whereas:

- A. In accordance with Article 55 of the Commission Regulation (EU) 2015/1222 of 24 July 2015 establishing a guideline on capacity allocation and congestion management (hereinafter referred to as “CACM”) pricing of intraday capacity is needed. Based on ACER decision n° 01/2019 on the Methodology for pricing intraday cross-zonal capacity an auction mechanism shall be introduced to execute this goal by pooling of liquidity at fixed points in time. This is the so-called intraday auction (hereinafter “IDA”) which means the implicit intraday auction trading session for simultaneously matching orders from different bidding zones and allocating the available intraday cross-zonal capacity at the bidding zone borders by applying a market coupling mechanism.
- B. To this end, NEMOs and TSOs participating in the Single Intraday Market Coupling (hereinafter “SIDC”) have set up an IDA project (hereinafter referred to as “SIDC IDA Project”), and have agreed that IDA algorithm as described in the ACER decision n° 04/2020 on Algorithm methodology will be established on PCR assets (EUPHEMIA and PMB).
- C. Based on Letter A and B above, and on the request of the Market Coupling Steering Committee (MCSC) the Parties established a Regional Implementation Project (“RIP”) for the implementation of IDA in the Core Capacity Calculation Region (hereinafter referred to as “Core IDA RIP”) on 11.01.2022 and signed the “Side Letter to the IDOA for the development and implementation of Core IDA RIP” which is terminated upon the end of the implementation phase, determined by a Core IDA RIP SG’s decision.
- D. Since during the operation of SIDC IDA Project post coupling activities shall be pursued in the Core Capacity Calculation Region (e.g.: creation of rights document, management of IDA results flow to TSOs and shippers, cross-border nominations of shippers to TSOs’ system, publication of IDA results and calculation of congestion income), and since post coupling activities are outside the scope of the IDOA, Parties shall establish a contractual framework in order to determine the terms and conditions of the cooperation of the Core IDA Parties with regard to the regional post coupling activities.
- E. Parties are aware of the fact that Core IDA is part of the SIDC and complements the continuous Intraday trading, therefore the compliance with the contractual framework of SIDC shall be ensured. Parties also take into account the fact that all TSOs, but not all NEMOs who are active in the Core Capacity Calculation Region are involved in Core IDA. Furthermore, it may occur that the NEMOs active in the Core Capacity Calculation Region will not be involved in SDAC, but only in SIDC.
- F. The aim of the Core IDA Parties is to establish an efficient and adequate project structure for the operation of Core IDA, making use of existing structures as much as possible and defining new structures where needed.
- G. With this Side Letter to the IDOA, the Parties intend to secure the rights and obligations deriving from the IDOA for Core IDA.
- H. For information purposes only, TGE and PSE hereby declare that they have the status of a large enterprise, as defined in Article 4 (6) of the Polish Act on counteracting excessive delays in commercial transactions (Dz.U. [Journal of Laws] from 2020, item 935, 1086, as amended). This status is also defined in Commission Regulation (EU) n° 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty on the Functioning of the European Union (OJ EU L 187, 26 June 2014, as amended).
- I. In order to ensure the continuity between this Side Letter and the Side Letter to the IDOA for the development and implementation of Core IDA RIP, the Parties acknowledge validity of all the decisions taken by the Core IDA RIP SG before the entry into force of this Side Letter, and to consider them as binding.

therefore:

1. The Parties agree, that this Side Letter is governed by the IDOA in force (as amended from time to time) and shall be construed accordingly, and that the Core IDA Parties shall follow and apply the relevant principles and obligations for SIDC/ IDA as set out in the IDOA. Unless otherwise foreseen in this Side Letter or decided by the Parties the relevant provisions of the IDOA shall apply mutatis mutandis to this Side Letter. For avoidance of any doubts, the Parties shall not bear joint and several liability of this Side Letter and article 22.2 IDOA (no joint and several liability) is applicable. The Parties declare, that they will actively support the cooperation and communication with the SIDC IDA Project as this is a key element for the successful operation of IDA and Core IDA (as part of IDA).
2. The governance of the Core IDA shall be carried out by the Parties by means of the Core IDA Steering Group ("Core IDA SG"). Core IDA SG is the decision-making body comprising of representatives of the Parties with all necessary power and authority to take decisions binding upon Core IDA Parties as far as Core IDA is concerned in accordance with the rules of internal order set forth in Annex 1.
3. The Core IDA SG is empowered to discuss and decide on any matter related to the operation of the Core IDA and any other matter for which it is expressly made competent pursuant to any other provision of this Side Letter (e.g. organization of testing activities, organization of request for changes and organization of post coupling activities).
4. The Parties define the operational procedure for the Core IDA, which shall comply with the principle set forth in Article 3.1.3 of IDOA. These procedures must be approved by Core IDA SG and shall be attached to this Side Letter as Annex 4.
5. The responsibilities set out in Article 6 of IDOA should be complemented as follows:
 - 5.1. TSOs are jointly responsible for processes and systems and modules in the Core IDA operational procedures (Annex 4) allocated to the TSOs', i.e. Core TSO Common System Verification Module (JAO) or Core TSO Common System Post Coupling Module (all together referred to as "Core TSO CS"), Congestion Income Distributor (CID) System, Entso-e Transparency Platform.
 - 5.2. TSOs shall be individually responsible for the processes and systems and modules in the Core IDA operational procedures (Annex 4) allocated to the Individual Core TSOs, i.e. Individual Core TSOs Scheduling System / any other applicable system or Accounting Systems (all together referred to as „TSO Back-end systems"), Shipping (Agent) systems (SAs) if defined so by Core IDA operational procedures.
 - 5.3. NEMOs shall jointly ensure the maintenance and hosting of the Core NEMO Central Interface Point ("Core CIP") to the Energy Communication Platform ("ECP") or any other tool performing the same function by way of entering into a Core CIP service agreement with hosting entities or with another service provider or by hosting themselves the Core NEMO CIP.
 - 5.4. NEMOs shall be individually responsible for the processes and systems and modules in the Core IDA operational procedures (Annex 4) allocated for the Core NEMO, i.e. NEMO coupling modules/Local NEMO IT systems, Local NEMO Verification Modules, Local NEMO Post-Coupling Modules, and Core Local NEMO Clearing and Settlement Modules, CCPs, Shipping (Agent) systems (SAs) if defined so by Core IDA operational procedures (Annex 4).
 - 5.5. The Parties shall have backups for the systems and modules described in 5.1 to 5.4.
 - 5.6. TSOs and NEMOs shall jointly organize and agree, on change requests, Core IDA operational procedures and manage jointly the related Core IDA common costs (costs that are for the benefit of Core IDA Parties).

6. The daily operations of the post-coupling activities of IDAs in Core Capacity Calculation Region shall be performed by the Core IDA Operational Parties in accordance with Annex 4. List of Operational and Non-Operational Parties is to be kept up to date by Core IDA OPSCOM and stored in the common storage place. In order to become a Core IDA Operational Party, the relevant Core Non-Operational Party shall comply with the principles set up by the Core IDA OPSCOM. Core IDA SG shall decide on the date that a Party will become operational.
7. For the collection and distribution of congestion income Annex 6 is applicable. The method of collection and transfer of congestion income shall be revised and adopted in due time for the sake of flow-based capacity allocation introduction for Core IDA.
8. The Parties declare that the Core IDA regional joint costs, as accepted by the Core IDA SG, will be shared among Core IDA Parties – these will be invoiced according to the cost sharing, settlement and invoice provisions of article 15 and Exhibit 12 of the IDOA , recalculated for Core IDA Parties. The Core IDA Parties agree that Core IDA PMO costs and task force leader / convenor costs are considered as Core IDA regional joint costs at the moment of entry into force of the Side Letter.
9. The Parties recognize that the costs set out in Point 8 above and the local costs related to the operations of Core IDA borne by NEMOs and TSOs may be submitted for approval to the relevant National Regulatory Authorities and be subject to further cost recovery.
10. The Parties hereby acknowledge that regardless of the governing law of this Side Letter, OTE, a.s. is considered as the obliged person within the meaning of the section 2/1 of Czech Act No 340/2015 Coll. on special conditions for the effectiveness of certain contracts, publication of these contracts and register of contracts (Act on the Register of Contracts), as amended and therefore the Agreement shall be published by OTE in the Czech Register of Contracts pursuant to section 5 of the Act on the Register of Contracts.

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, unless specified otherwise in the Act on the Register of Contracts. The Parties shall receive from OTE a redacted version intended for the fulfilment of the abovementioned obligation.

The Parties shall notify OTE without undue delay in case they identify the necessity for further redaction to the received redacted version, otherwise it is deemed that the Parties approved the publication of the received redacted version.

The Parties hereby also acknowledge that the Side Letter may become effective in relation to OTE only if the Side letter is previously published in the Czech Register of Contracts under the terms of the Act on the Register of Contracts.

11. The Parties agree that the personal data of Parties' natural person managed for the purpose and in connection with and in the course of conclusion and performance of this Side Letter will be handled in accordance with European Union data protection legislation (Regulation 2016/679, hereinafter referred to as GDPR). Each Party is the Controller of such personal data in respect of its own processing operations. Respective Parties may provide other Parties of this Side Letter with a "Controller information clause" which is regulated in Annex 3 to this Side Letter. "Controllers' Information - personal data protection".
12. This Side Letter is governed by, and construed in all its aspects in accordance with, the laws of Belgium, without regard to its conflicts of law principles. As a last resort, in case a dispute cannot be solved amicably based on Amicable Dispute Resolution rules in Annex 2 to this Side Letter, it shall be settled according to the articles from article 25.8 to article 25.12 of the IDOA.
13. This Side Letter enters into force once it has been signed by all Parties, but the responsibilities described in this Side Letter shall begin as of the Initial SIDC/IDA Go-Live. In case IDA Suspension is decided by the MCSC, the operation of the Core IDA is suspended, meaning that application of Annex 4 is ceased and related rights and obligations of the Parties are suspended, for the period of application of the IDA Suspension, until the MCSC decides to re-launch the operation of the SIDC

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IDA. In case of any doubt whether a provision of the Side Letter or any part of its Annexes shall be suspended, Core IDA SG shall decide on such matter.

14. This Side Letter is concluded for an indefinite period of time. This Side Letter can be terminated if so decided by all Core IDA Parties. For voluntary exit/forced exit/suspension article 20 of IDOA applies mutatis mutandis.
15. Changes to this Side Letter can only be made in writing, duly signed by all Parties, except Annex 3, which can be modified by the concerned Party with a written notification to the other Parties and Annex 4, which can be modified by a unanimous decision of Core IDA SG.
16. Any parties to IDOA who operate in the Core Capacity Calculation Region can adhere to this Side Letter after the approval of such adherence request of Core IDA SG, by signing an Accession Form included in Annex 5. of this Side Letter.
17. This Side Letter is composed of its main body and its Annexes listed below:

Annex 1 - Rules of Internal Order

Annex 2 - Amicable Dispute Resolution

Annex 3 - Controllers' Information - personal data protection

Annex 4 - Core IDA Operational Procedures

Annex 5 - Accession Form

Annex 6 - Clearing, settlement, shipping

Should differences and/or contradictions exist between the main body of the Side Letter and any of the Annexes, the terms and conditions of the main body shall prevail, unless expressly stated otherwise.

Signature Pages

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For: 50Hertz Transmission GmbH



SIDE LETTER TO THE IDOA FOR THE OPERATION OF CORE IDA

For: Amprion GmbH



SIDE LETTER TO THE IDOA FOR THE OPERATION OF CORE IDA

For: Austrian Power Grid AG



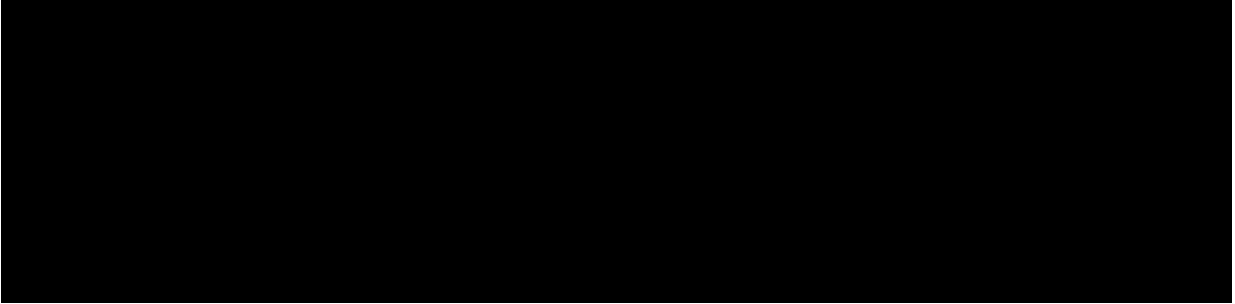
SIDE LETTER TO THE IDOA FOR THE OPERATION OF CORE IDA

For: BSP Energy Exchange LL C



SIDE LETTER TO THE IDOA FOR THE OPERATION OF CORE IDA

For: BRM - Bursa Romana de Marfuri SRL



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For: ČEPS, a.s.



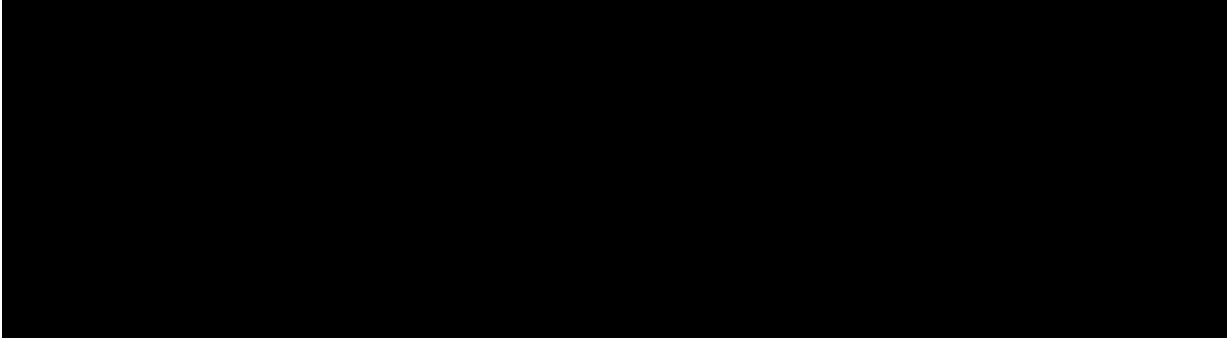
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For: CREOS Luxembourg S.A.



SIDE LETTER TO THE IDOA FOR THE OPERATION OF CORE IDA

For: CROATIAN POWER EXCHANGE Ltd.



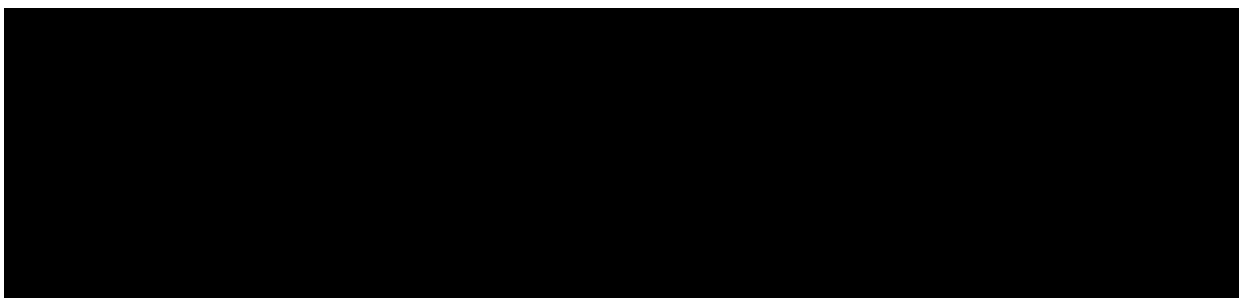
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For: Croatian Transmission System Operator Plc. (HOPS d.d.)



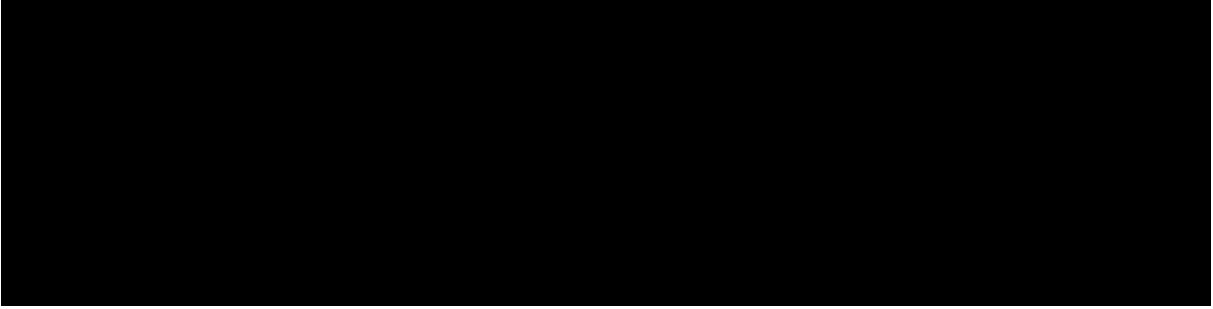
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For: ELES, d.o.o., sistemski operater prenosnega elektroenergetskega omrežja



SIDE LETTER TO THE IDOA FOR THE OPERATION OF CORE IDA

For: Elia Transmission Belgium S.A.



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For: EPEX Spot SE



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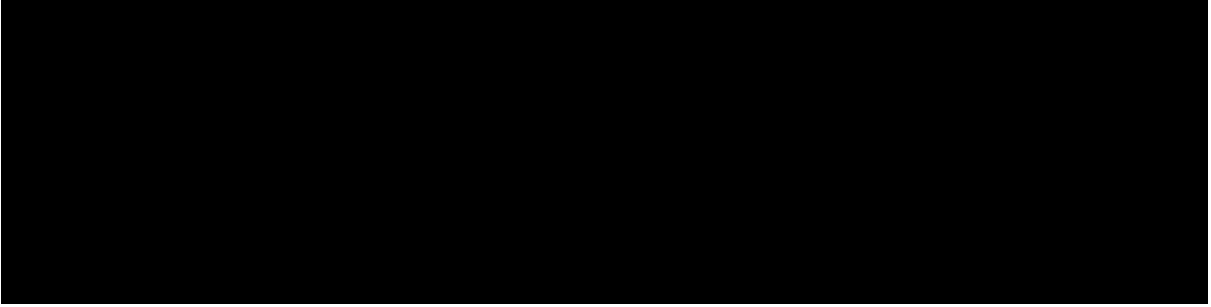
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For: MAVIR Hungarian Independent Transmission Operator Company Ltd.



SIDE LETTER TO THE IDOA FOR THE OPERATION OF CORE IDA

For: National Power Grid Company Traselectrica S.A.

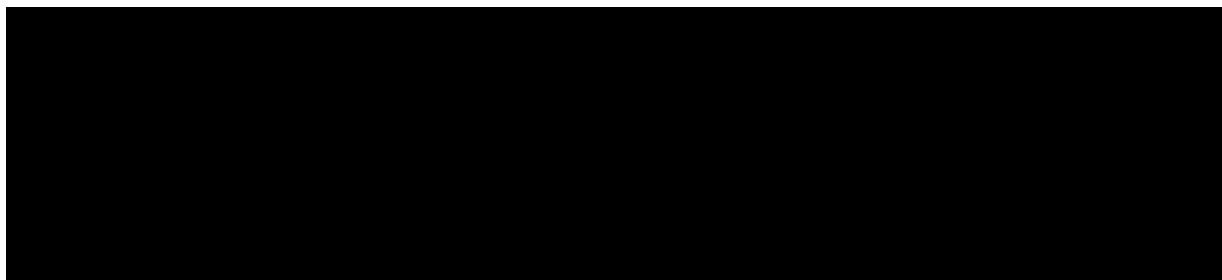


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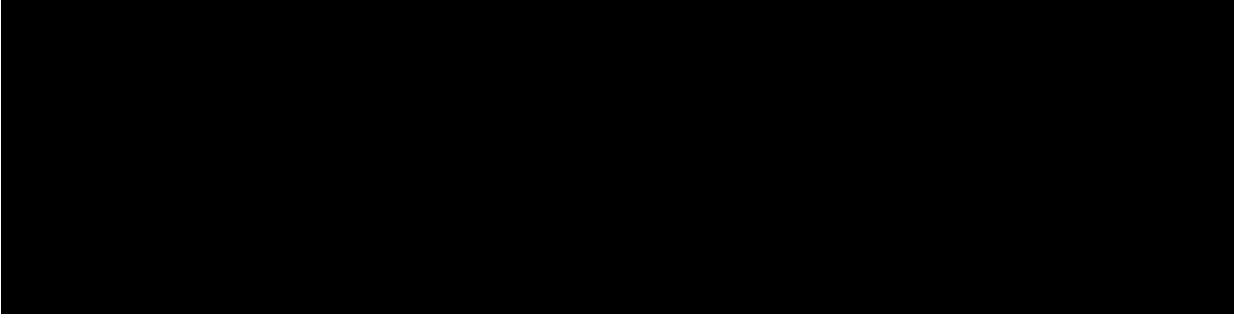
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For: Operatorul Pieței de Energie Electrică și de Gaze Naturale "OPCOM" S.A.



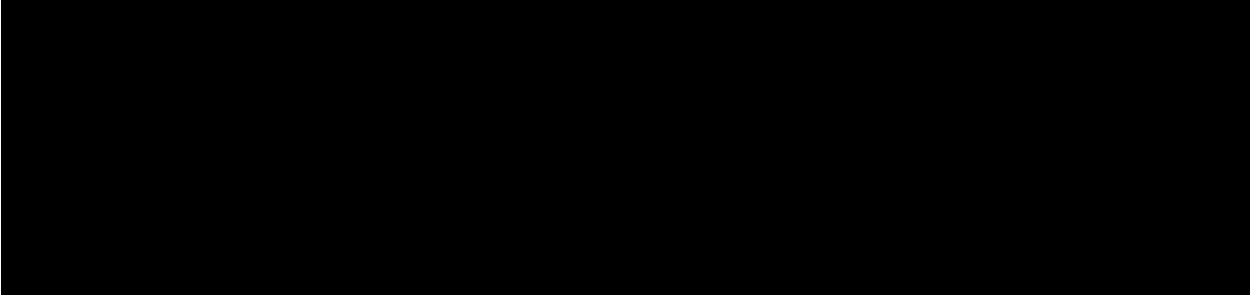
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For: OTE, a.s.



SIDE LETTER TO THE IDOA FOR THE OPERATION OF CORE IDA

For: Polskie Sieci Elektroenergetyczne S.A.



SIDE LETTER TO THE IDOA FOR THE OPERATION OF CORE IDA

For: RTE Réseau de transport d'électricité



SIDE LETTER TO THE IDOA FOR THE OPERATION OF CORE IDA

For: Slovenská elektrizačná prenosová sústava, a.s.



SIDE LETTER TO THE IDOA FOR THE OPERATION OF CORE IDA

For: TenneT TSO B.V.



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For: TenneT TSO GmbH



SIDE LETTER TO THE IDOA FOR THE OPERATION OF CORE IDA

For: Towarowa Gielda Energii S.A.



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For: TRANSNET BW GmbH



Annex 1

Rules of Internal Order

ARTICLE 1. GENERAL

These Rules of Internal Order (the "RIO") set forth the rules of the decision-making process of the Core IDA Steering Group ("Core IDA SG") as referred to in Point 2 of this Side Letter.

ARTICLE 2. REPRESENTATION, CHAIRMANSHIP

2.1. Representation

- 2.1.1. Each Party must designate in writing at least one representative at the Core IDA SG. Each Party has always one vote, irrespective of the number of its Core IDA SG representatives. Each Party has the right to give a power of attorney to another Party to represent it at Core IDA SG.
- 2.1.2. The list of such representatives, including their contact details, are held by the Secretary. A Party may change its nominated representative(s) in the Core IDA SG by providing the new contact details to the Secretary.
- 2.1.3. Each Party is, with respect to each meeting of the Core IDA SG, duly represented either:
 - (i) by the nominated representative(s) (as designated by it in the conditions described above); or
 - (ii) if a nominated representative cannot attend a meeting of the Core IDA SG, by any other person duly mandated and empowered to take decisions binding upon its company on all items of the agenda for the meeting of the Core IDA SG.
- 2.1.4. If a Party is unable to attend a Core IDA SG meeting either by its nominated representative or by any other mandated person of this Party, such Party may mandate the Core Core IDA SG representative of another Party to represent it.
- 2.1.5. In case of replacement, the concerned Party informs the Secretary in writing before the Core IDA SG meeting that it cannot attend, with indication of the name of the person representing the Party on its behalf. In case of replacement by another Party, the concerned Party provides the Secretary with the power of attorney given to the other Party.
- 2.1.6. One representative may represent more than one Party, provided it is duly mandated to do so.

2.2. Chairmanship

- 2.2.1. The meetings of the Core IDA SG shall be jointly co-chaired by one (1) representative elected by the NEMOs and one (1) representative elected by the TSOs.
- 2.2.2. The Co-Chairs shall be elected in accordance with the following rules:
 - (i) Any Party may nominate a candidate for a Chairperson.
 - (ii) TSOs' Core IDA SG' members and NEMOs' Core IDA SG's members each elect separately by way of public voting one Co-Chair from the NEMOs and TSOs respectively.
 - (iii) A candidate for a Co-Chair is elected if he/she receives more than 50% of the votes within the NEMOs or TSOs respectively.
 - (iv) The Co-Chairs are elected for a term of 12 months, re-election is possible.

- 2.2.3. Each Co-Chair may, in exceptional circumstances which prevent him/her to exercise his/her functions at a meeting of the Core IDA SG, delegate such task to the other Co-Chair or to a representative of the NEMOs or TSOs, respectively.
- 2.2.4. The Co-Chairs shall be responsible for the following main tasks, in a coordinated manner:
- (i) convene Core IDA SG meetings;
 - (ii) draft Core IDA SG's agendas with the assistance of Secretary and set up the Core IDA SG's agendas in consultation with each other;
 - (iii) co-chair Core IDA SG's meetings;
 - (iv) as long as a Secretary has not been established, ensure the administrative support of Core IDA SG;
 - (v) represent the Core IDA SG externally;
 - (vi) communicate on behalf of the Core IDA SG's subject to Core IDA SG's members approval.
- 2.2.5. The Co-Chairs shall not have voting rights and shall not be considered as representatives of their companies, unless they are nominated as the voting representatives of their companies. In the latter case, the Co-Chair shall safeguard impartiality in performing the Co-Chair tasks.

ARTICLE 3. TASK OF THE CORE IDA SG

3.1. The Core IDA SG shall be responsible for:

- (i) The efficient management of the cooperation between the Parties under this Side Letter and the delivery of the required deliverables by the Parties;
- (ii) Binding approval of design concepts, agreements, reports and other documents which are elaborated by respective working groups;
- (iii) Delegation of tasks and engagement of external support;
- (iv) Joint external communication on the Core IDA including quality and quantity of information provided on the Core IDA and timing of the delivery of such information to other stakeholders/ the public;
- (v) Establishment of subcommittees, regular or ad-hoc task forces and working groups, and setting and amending their terms of reference;
- (vi) Approval of the followings regarding budget and cost sharing:
 - o Budgeting and cost approvals;
 - o Review and validation of the Core IDA regional joint costs;
 - o Budget increase approval;
 - o Specific approval of cost element;
 - o Presentation of costs to relevant decision bodies.
- (vii) Decision on and definition of the modalities of the involvement of other relevant stakeholders;
- (viii) Approval of modification of the Annex 4;
- (ix) Decision whether the Core IDA Non-Operational Party can participate on the exact decision.

- (x) Decision on tasks, which are tasks of MCSC under IDOA, and such provision is applicable to the Core IDA mutatis mutandis according to Article 1 of the main body of this Side Letter.

ARTICLE 4. SECRETARY OF CORE IDA

4.1. The Secretary role is performed either by one (1) Party on rotating basis or by nomination by the Core IDA SG or by a third party appointed by the Parties. The Secretary has no voting rights and can never (including in extraordinary circumstances) be mandated to vote for any Party.

4.2. The Secretary assists the Core IDA SG, amongst others by:

- (i) Drafting the agenda, preparing session files and notices of the Core IDA SG meetings and distributing them on behalf of the Co-Chairs;
- (ii) Preparing the attendance list of the Core IDA SG meetings;
- (iii) Verifying before each Core IDA SG meeting that the representatives attending the Core IDA SG meetings have been either listed on the list of nominated representatives or has been notified as replacement. In the event of representation by another Party, the Secretary collects the power of attorney given by the Party not attending;
- (iv) Preparing the minutes of the Core IDA SG meeting;
- (v) Ensuring the drafting and circulation of the minutes of the Core IDA SG meeting;
- (vi) Keeping record in a common (online) storage place of the minutes and supporting documents of the Core IDA SG meeting;
- (vii) Any other task Core IDA SG delegates to it;
- (viii) Based on a delegation by Core IDA SG, assists subcommittees, task forces /working groups.

4.3. The costs of the Secretary are Core IDA regional joint costs and shall be shared as set forth in Point 8 of this Side Letter.

ARTICLE 5. MEETINGS

5.1. Core IDA SG's meetings shall be held at least on a quarterly basis. The Co-Chairs may jointly decide to convene Core IDA SG meetings more often, or to cancel a scheduled Core IDA SG meeting, provided such meeting is not necessary given the absence of matters to be discussed.

5.2. Core IDA SG meetings can be held either physically or virtually (i.e. using tele- or video-conferencing tools).

5.3. Ideally, the location and date of the next meeting shall be agreed in the preceding meeting. In any case, Core IDA SG members shall be invited by or on behalf of the Co-Chairs in writing to a physical meeting no less than ten (10) calendar days prior to the meeting date.

5.4. The Co-Chairs of the Core IDA SG may also organize virtual or physical meetings for ad-hoc purposes or at the request of any Party. The date of any such meeting shall be announced at least ten (10) calendar days before the meeting date, unless all Core IDA SG members agree otherwise. The written request of the Party shall be sent to the Secretary and Co-Chairs. The request shall include the matters to be put on the agenda, and the reason why a Core IDA SG meeting is required.

The Co-Chairs shall jointly decide on whether the request requires an additional Core IDA SG meeting or whether the point can be addressed in the first following regular Core IDA SG meeting.

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

5.6. Meeting participants

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

5.7. Meeting Agenda

5.7.1. Each Core IDA SG member is entitled to propose items for the agenda of a Core IDA SG meeting.

5.7.2. With the assistance of the Secretary, the Co-Chairs shall prepare the agenda of a Core IDA SG meeting. An agenda for Core IDA SG meetings shall be provided to Core IDA SG members no less than ten (10) calendar days prior to the proposed meeting. Agenda items shall be categorized and identified in the agenda as: for information, for discussion, for decision, or some other appropriate category. Each item submitted for decision shall include a written proposal for the resolution.

5.7.3. The Secretary shall send to all Core IDA SG members for each item on the agenda an explanation in writing, where possible, and/or attach other related documentation (such as progress reports on the fulfilment of tasks assigned to Core IDA Bodies) at least five (5) calendar days before the Core IDA SG meeting.

5.8. Conduct of Meetings

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

5.9. Minutes

5.9.1. Minutes are taken (by Secretary) of all meetings of the Core IDA SG.

5.9.2. Draft minutes shall be sent to the Core IDA RIP SG members by the Secretary at the latest on the second next Working Day following the Core IDA RIP SG meeting. Draft minutes may be commented by any Core IDA RIP SG members within ten (10) calendar days after they have been distributed. The next Core IDA RIP SG shall decide on the approval of the minutes of the preceding meeting. The final minutes shall be circulated by the Secretary to all Parties, by two (2) Working Days of their approval.

5.9.3. The final minutes shall be stored in the common (online) storage place by the Secretary.

5.9.4. Minutes shall contain at least consecutive number, date and venue of the meeting, list of attendance of the participants, confirmation that the meeting was properly convened, agenda, short description of items discussed and wording of passed resolutions, if any.

5.10. Language

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

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

6.1. Quorum and decision making

- 6.1.1. The Core IDA SG shall be quorate when at least $\frac{3}{4}$ of all NEMOs and $\frac{3}{4}$ of all TSOs are represented according to the principles set forth in Article 2.1.1 of this RIO. Should such quorum not be met at any given Core IDA SG meeting, the deliberation and decision-making process on the points which were on the agenda of such Core IDA SG meeting shall be made either in an ad hoc Core IDA SG meeting to be convened shortly thereafter (the same quorum being applicable), or via a unanimous written consent of all its members who has right to vote, to be sent by e-mail.
- 6.1.2. Decision of Core IDA SG shall be taken by unanimity of the represented Parties, if the quorum of Core IDA SG is reached and shall be binding on all Parties.
- 6.1.3. Core IDA Non-Operational Party is excluded from the decision referred under Article 3.1 (ix) and cannot vote if decided so by Core IDA SG under Article 3.1 (ix).

6.2. Unexpected items

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

6.3. Objection

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

6.4. Recording of Core IDA SG decisions

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

ARTICLE 7. CORE IDA OPERATIONAL COMMITTEE (CORE IDA OPSCOM)

7.1. These Rules of Internal Order set forth rules of the decision-making process of the Core IDA Operations Committee (“Core IDA OPSCOM”) under the Agreement.

7.2. Core IDA OPSCOM shall be responsible for:

- (i) Elaboration of pieces of advice and recommendations to the Core IDA SG on the design and operation of the Core IDA;
- (ii) Performance of all acts in relation to the monitoring of the daily operations of the Core IDA and the insurance of the well-functioning and continuity of it;
- (iii) Performance of the tasks appointed to it in the Change Control Procedure of Core IDA and/or IDOA;
- (iv) Organization and coordination of testing activities;
- (v) Recommendation of operational improvements based on experience;
- (vi) Reviewing and proposing modifications to Annex 4;
- (vii) Approval of the Market Operator Rotational Scheme Calendar;
- (viii) Monitoring of and reporting on operation;
- (ix) Any specific task delegated expressly to it by the Core IDA SG.

7.3. Core IDA OPSCOM composition and functioning

7.3.1. Each Core IDA Operational Party designates in writing one voting representative at the Core IDA OPSCOM and ensures that this voting representative has all necessary powers and authority to take decisions binding upon its company for the items for which the Core IDA OPSCOM is competent. Each Core IDA Party has the right to give a power of attorney to another Party to represent it at a meeting of Core IDA OPSCOM.

7.3.2. The list of the voting representatives is held by the Core IDA OPSCOM Secretary. A Party may change its representatives or appoint any other person in his/her place as an alternate in the Core IDA OPSCOM, provided that all changes are notified to the Secretary in due time and, in any case, at least one (1) Working Day before the first attendance of the Core IDA OPSCOM.

7.3.3. In order to ensure a continuous optimal coordination, the Core IDA OPSCOM meets every fortnight and at least once a month. The Core IDA OPSCOM may meet either physically or by distant meeting devices (such as e.g. conference call, video call, written procedure, etc.). Any cancellation of a meeting is made by unanimous consent in writing with a minimum of five (5) Working Days' notice. Any member of the Core IDA OPSCOM may request an extraordinary meeting.

7.3.4. The Core IDA OPSCOM Chair will prepare and circulate an agenda for each Core IDA OPSCOM meeting. Furthermore, it may include the organization of testing activities or the actions related to the Change Control Procedure of IDOA.

7.3.5. The representatives of the Parties in the Core IDA OPSCOM elect a Chair and a Core IDA OPSCOM Secretary from among its members or from a designated external party during their first meeting. Both appointments will occur on an annual basis. The cost of the Core IDA

OPSCOM Secretary is a Core IDA regional joint costs and shall be shared according to Point 8 of the Agreement.

- 7.3.6. Each Core IDA Operational Party commits to be present or represented at a Core IDA OPSCOM meeting. The Core IDA OPSCOM is quorate when all Parties entitled to vote on a particular decision are present or are represented by another Party.
- 7.3.7. Decision making is unanimous among all CORE IDA Operational Parties. In case of disagreement, the issue is escalated to the Core IDA SG.
- 7.3.8. The decisions of the Core IDA OPSCOM are recorded in minutes which are circulated to the members of the Core IDA OPSCOM as soon as possible and in any event within two (2) Working Days after the meeting. Final approval of the minutes, by consensus, is sought at the next meeting.
- 7.3.9. The Core IDA OPSCOM reports regularly on its activities to the Core IDA SG.
- 7.3.10. The Core IDA OPSCOM is entitled to establish working groups to consider particular issues within its competencies.
- 7.3.11. Core IDA OPSCOM Chair role is, unless otherwise agreed, performed on a rotating 6-month basis amongst the NEMOs or the TSOs respectively or by a third party appointed by the Parties.

Annex 2
Amicable Dispute Resolution

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

8. Any amicable settlement reached pursuant to this Article shall only be effective and binding for the Parties to it, provided it is laid down into a binding written settlement contract, signed by the Parties participating in the concerned amicable settlement.

Annex 3
Controllers' Information - personal data protection

Information clause of TGE

Information concerning the processing of personal data by TGE in connection with the requirements of Articles 13 and 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) can be obtained through TGE's website: <https://tge.pl/Privacy-policy>.

PSE's information obligation stemming from personal data protection regulations

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

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

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

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

Annex 4

Core IDA Operational Procedures



Annex 5

Accession Form

[COMPANY NAME], a company organised and existing under the laws of **[COUNTRY]**, and registered with **[REGISTER DETAILS]** under the number **[COMPANY NUMBER]** and VAT n° **[VAT NUMBER]**,

hereby

- 1) pursuant to the Core IDA SG decision dated **[date]** and to the Point 16 of the Side Letter to the IDOA for the Operation of Core IDA (hereinafter referred to as Side Letter), becomes a Party to the Side Letter, and accepts all rights and assumes all obligations of a Party under the Side Letter starting **[date]**;
- 2) declares that it is fully aware of, acknowledges and accepts the terms and conditions of the Side Letter;
- 3) undertakes to pay its share of the historical costs, equal to **[XXX – put 0 if no historical costs]** EUR;
- 4) confirms that it has adhered to all other arrangements required to be able to perform its obligations under the Side Letter;
- 5) [declares that it will comply with all legal or regulatory requirements (e.g. an intergovernmental agreement with the European Union), if any, to enter into the IDOA and that its NRA(s) or other competent authority(ies) approve(s) the accession or did not object to the accession]¹; and
- 6) agrees that until its Go-Live in the Core IDA it will be a Core IDA Non-Operational Party under IDOA.

If at the time of its accession to the Side Letter, it is a PX that is not a NEMO, it agrees, for the avoidance of doubt, that all obligations incumbent on NEMOs under the Side Letter shall also apply to it.

For the avoidance of doubt, all capitalized terms in this Accession Form shall have the meaning set forth in the Exhibit 1 to the IDOA (Definition list), except if otherwise expressly indicated and Point 13 and Annex 3 of the Side Letter apply to this Declaration.

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)
Name(s)
Title(s)

Annex 6

Clearing, settlement, shipping

1. General

1.1. According to article 68 (3) of CACM, central counter parties (hereinafter referred to as CCP(s)) shall act as counter party to each other for the exchange of energy between bidding zones with regard to the financial rights and obligations arising from these energy exchanges (clearing and settlement). Parties acknowledge that in some bidding zones NEMOs themselves, or the third parties to whom they delegated such task in accordance with article 81 CACM, act as CCP for clearing and settlement.

1.2. According to article 68 (6) of CACM, a shipping agent may act as a counter party between different CCPs for the exchange of energy, if the parties concerned conclude a specific agreement to that effect. If no agreement is reached, the shipping arrangement is decided by the relevant Regulatory Authorities.

1.3. For the sake of clarity, the respective entities performing shipping role in respect to the clearing and settlement between the bidding zones in accordance with 1.1 and 1.2 of this Annex are referred to as the "Respective Entity /ies".

1.4. The Respective Entity /ies undertake to organize cross border clearing and settlement, in accordance with Annex 4.

Therefore, the Respective Entity /ies shall take the necessary arrangements between themselves to (among others):

- (i) agree on a procedure for the execution of the financial and physical settlements between themselves; and
- (ii) select and agree on (a) bank(s) to facilitate financial settlement of transactions between themselves.

2. Collection and transfer of congestion income

2.1. Each Respective Entity /ies shall collect congestion incomes arising from the SIDC/IDA.

2.2. Each Respective Entity /ies shall ensure that collected congestion incomes are transferred to the TSOs.

2.3. The TSOs have designated a Congestion Income Distributor ("CID") to receive the collected Congestion Income on their behalf. The designated CID is the Joint Allocation Office S.A. ("JAO"), a company incorporated and existing under the laws of Luxembourg, having its registered offices at 2 rue de Bitbourg, 1273 Luxembourg-Hamm, Luxembourg, registered in the commercial register at Luxembourg under the number B 142 282.

2.4. The TSOs herewith confirm that payment of the collected Congestion Income by the Respective Entity /ies to the CID's bank exonerates the Respective Entity /ies of any corresponding payment obligation towards the TSOs. TSOs acknowledge that payment by Respective Entity /ies to the CID's bank does not constitute a waiver of any right that the Respective Entity /ies would have had by paying directly to the TSOs.

2.5. The TSOs appointed the CID to agree with the Respective Entity /ies on the modalities of the transfer of the collected Congestion Income (i.e. payment due date, payment terms, late payment, etc.). TSOs shall ensure that any bilateral contractual arrangements between CID and Respective Entities shall be on substantially the same terms and shall not grant any preferential treatment to any of the Respective Entity /ies.

2.6. The TSOs may, at any point in time, collectively designate another CID entity to receive the collected Congestion Income on their behalf from the Respective Entity /ies by giving the Respective Entity /ies a minimum of 6 months prior notice unless decided otherwise by Core IDA SG.

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2.7. For the avoidance of doubt, each TSO shall remain the sole owner of its share of the congestion income.

2.8. The TSOs shall provide directly or via CID to the Respective Entity /ies the cross-zonal capacities for the purpose of clearing and settlement of the exchange of energy resulting from SIDC/IDA. The Respective Entity /ies shall collect the congestion income received as a result of the capacity allocation arising from SIDC/IDA and shall ensure that the collected congestion income is transferred to the TSOs' or to CID's bank.