

**Third Amendment to ANIDOA
Amendment Agreement**

THIRD AMENDMENT TO THE ALL NEMO INTRADAY OPERATIONAL AGREEMENT

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. **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 the Romanian Trade Registry under the number J40/19450/1992 and VAT n° RO1562694
3. **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;
4. **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;
5. **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, registered with Commercial Register in Paris under the number 508 010 501 (in the meantime also legal successor of EPEX Spot Belgium SA as a result of a merger by acquisition);
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. **Hellenic Energy Exchange S.A. (“HenEx”)**, 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 the number 146698601000 (legal successor of Lagie S.A.);
8. **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, Dévai u. 26-28, Hungary, registered in the commercial register of the Budapest metropolitan court, under number 01-10-045666 and VAT. n° HU13967808;
9. **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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10. **Nord Pool European Market Coupling Operator 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,
11. **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, 4ª planta, 28014 Madrid, Spain, and registered in the commercial register of Madrid under section 8, hoja: M-506799 and VAT n° ESA86025558;
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. **Operatorul Pieței de Energie Electrică și de Gaze Naturale "OPCOM" SA ("OPCOM")**, a company incorporated and existing under the laws of Romania, having its registered office at Bd. Hristo Botev 16-18, sector 3, București, CP.030236, Romania, and registered with the commercial register under the number J40/7542/2000 and VAT n° RO13278352;
14. **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];
15. **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;
16. **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 12th Commercial Department of the National Court Register in Warszawa under number 0000030144 with the share capital paid in full in an amount of 14.500.000,00 PLN;
17. **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;

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

WHEREAS:

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- A) On the 15th of August 2015, the CACM Regulation entered into force. CACM Regulation provides a mandatory framework for the SDAC and SIDC describing the roles and responsibilities of the NEMOs and tasks to be jointly performed by the NEMOs.
- B) On the 12th of June 2018, pursuant to the MCO Plan, the Parties together with EXAA Abwicklungsstelle für Energieprodukte AG (“EXAA”) – designated NEMO in Austria and Germany, incorporated under the laws of Austria, , registered in the commercial register at Handelsgericht Wien under number FN 210730y and V.A.T. ATU52153208 – have entered into the All NEMO Intraday Operational Agreement (hereinafter “**ANIDOA**”). The ANIDOA sets forth i) the main principles of NEMOs’ cooperation in respect of SIDC, ii) the terms and conditions under which the relevant IT infrastructure will be developed and iii) the terms and conditions under which the SIDC shall be implemented, performed and operated among NEMOs.
- C) Also on the 12th of June 2018, the Parties together with the TSOs subject to the CACM implementation have entered into the Intra Day Operational Agreement (hereinafter “**IDOA**”) to set forth i) the main principles of their cooperation in respect of SIDC, ii) the terms and conditions under which the relevant IT infrastructure will be developed and iii) the terms and conditions under which the SIDC shall be implemented, performed and operated among NEMOs and TSOs.
- D) On the 28 March 2019, pursuant to the MCO Plan, the Parties together with other NEMOs (i.e. the NEMOs which qualify as designated NEMOs with respect to SDAC) have entered into the All NEMO Day Ahead Operational Agreement (hereinafter “**ANDOA**”) to set forth i) the main principles of NEMOs’ cooperation in respect of SDAC, ii) the terms and conditions under which the relevant IT infrastructure will be developed and iii) the terms and conditions under which the SDAC shall be implemented, performed and operated among NEMOs.
- E) Also on the 28th of March 2019, the Parties together with the TSOs subject to the CACM implementation have entered into the Day Ahead Operational Agreement (hereinafter “**DAOA**”) to set forth i) the main principles of their cooperation in respect of SDAC, ii) the terms and conditions under which the relevant IT infrastructure will be developed and iii) the terms and conditions under which the SIDC shall be implemented, performed and operated among NEMOs and TSOs.
- F) On the 15th December 2019, EXAA has exited the ANIDOA pursuant to art 32.1.1 (Voluntary Exit).
- G) On the 18th December 2018, the Parties have entered into the first amendment to the ANIDOA in order to introduce new Article 11.4.3 and certain updates to Annexes 1, 3, 5, 9, 10, 11 of ANIDOA.
- H) On the 14th January 2022, the Parties have entered into the second amendment to ANIDOA - consistently with the related amendments to ANCA, ANDOA, IDOA and DAOA - in order to implement a joint governance set-up of the SIDC and SDAC market coupling cooperation aiming at increasing the efficiency and synergies of NEMOs’ and TSOs’ CACM implementation..
- I) On the 24th January 2019, ACER Decision n° 01/2019 on the Methodology for pricing intraday cross-zonal capacity entered into force. Such decision establishes that the pricing mechanism for cross-zonal capacity in the intraday timeframe shall be based on intraday auctions, which shall be part of the SIDC.

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- J) The Parties now wish to enter into this third amendment to ANIDOA (the “**Third Amendment**”) – consistently with the related amendments to IDOA – in order to set forth the principles of design, development, implementation and operations of the intraday auctions established pursuant to ACER Decision n° 01/2019 described in the previous whereas .

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. General

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

2. Amendments to the ANIDOA

- 2.1** The Parties agree to replace the entirety of the text of the main body of the ANIDOA by the text set forth in Attachment 1 (“Consolidated version of the main body of the All NEMO Intraday Operations Agreement with the Third ANIDOA Amendment provisions”), which shall be binding and constitute the definitive document between the Parties regarding the content of the main body of the ANIDOA. For informational purposes only, Attachment 2 (“Consolidated version of the main body of the All NEMO Intraday Operations Agreement with the Third ANIDOA Amendment provisions - Mark up”) shows the changes compared to the version of the ANIDOA previously in force.
- 2.2** The Parties agree to replace the current Annex 1 (Definition List) to the ANIDOA by the adapted Annex 1 (Definition List) attached as Attachment 3 to this Third Amendment;
- 2.3** The Parties agree to replace the current Annex 2 (Identical NEMO Components) to the ANIDOA by the adapted Annex 2 (Identical NEMO Components) attached as Attachment 4 to this Third ANIDOA Amendment;
- 2.4** The Parties agree to replace the current Annex 3 (Financial Annex) to the ANIDOA by the adapted Annex 3 (Financial Annex) attached as Attachment 5 to this Third ANIDOA Amendment;
- 2.5** The Parties agree to replace the current Annex 6 (Technical requirements) to the ANIDOA by the adapted Annex 6 (Technical requirements) attached as Attachment 6 to this Third ANIDOA Amendment;

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3. Entry into force, applicable law and dispute resolution

3.1 This Third Amendment shall enter into force on the 12th of June 2024 provided that all Parties will have completed the signature process by sending a scan of the signed signatory page of the Third Amendment to a third coordinating party assigned by the Parties. The third coordinating party will collect all copies of the received signed signatory pages and provide a copy of the main text of the Third Amendment with the copies of the signed signatory pages to the Parties.

3.2 For evidence reasons:

i) each Party shall also provide the third coordinating party with seventeen (17) original signed signatory pages (one per Party) of the Third Amendment. The third coordinating Party will collect all the original signed signatory pages, compile them with the main text of the Third Amendment and provide each of the Parties one (1) original of the main text of the Third Amendment with the original signed signatory pages, which constitutes valid proof of the main text of the Third Amendment. The foregoing will not impact the date of entry into force of the Third Amendment; and

ii) [REDACTED]

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 Third Amendment shall only come into force in relation to the rights and obligations of OTE subject to its prior publication of the Third 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 Third Amendment for OTE is subject to the abovementioned publication (it being understood that the validity between the other Parties remains unaffected by this condition). OTE commits to comply with this formality without delay and to inform all Parties, without any delay, of the fulfilment thereof.

No Confidential Information shall be disclosed during the course of complying with such obligation, including by redacting all such Confidential Information from any materials or documents

3.4 For the avoidance of doubt, Article 37 (Dispute resolution) and all relevant provisions of Article 38 (Miscellaneous) of the ANIIDOA shall apply to this Third Amendment.

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- 4.1 No provision of this Third Amendment shall be interpreted adversely against a Party solely because that Party was responsible for drafting that particular provision.
- 4.2 Changes to this Third Amendment can only be made in writing, signed by all Parties.
- 4.3 This Third Amendment is entered into for the duration of the ANIDOA. For the avoidance of any doubt, should the ANIDOA be earlier terminated, this Third Amendment shall be terminated accordingly.
- 4.4 In the event of any ambiguity or inconsistency between the main body of this Third Amendment and its Attachments, the main body of the Third Amendment shall prevail over the Attachments.

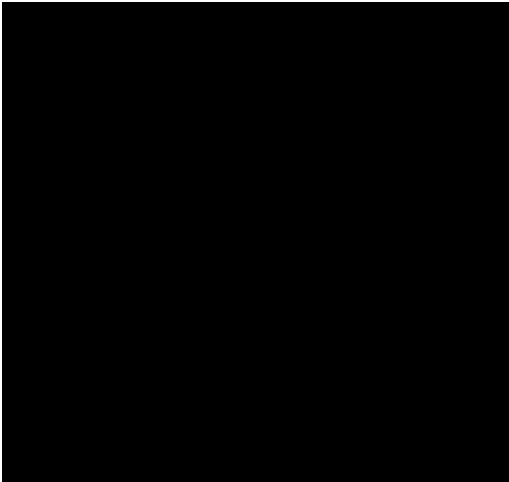
* * *

In witness thereof, and without prejudice to the procedure of sending scanned signatory pages set forth in Article 3.1, this Third ANIDOA Amendment has been duly executed in seventeen (17) original documents by the undersigned authorised representatives.

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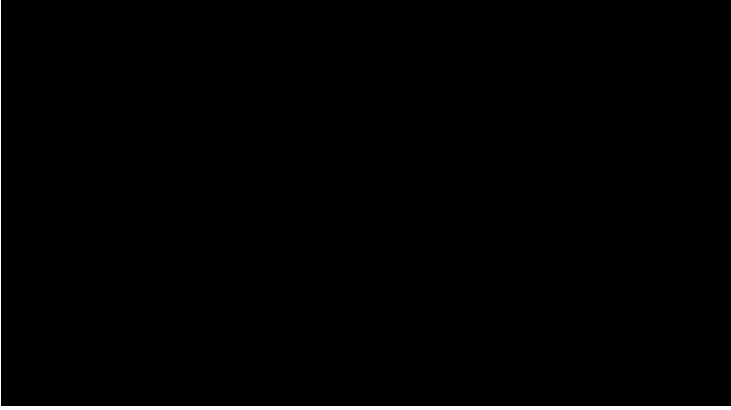
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SIGNATORY PAGE – EPEX SPOT



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SIGNATORY PAGE – NORD POOL EMCO



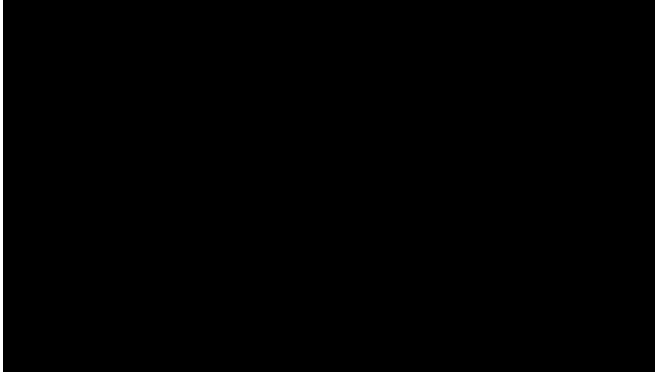
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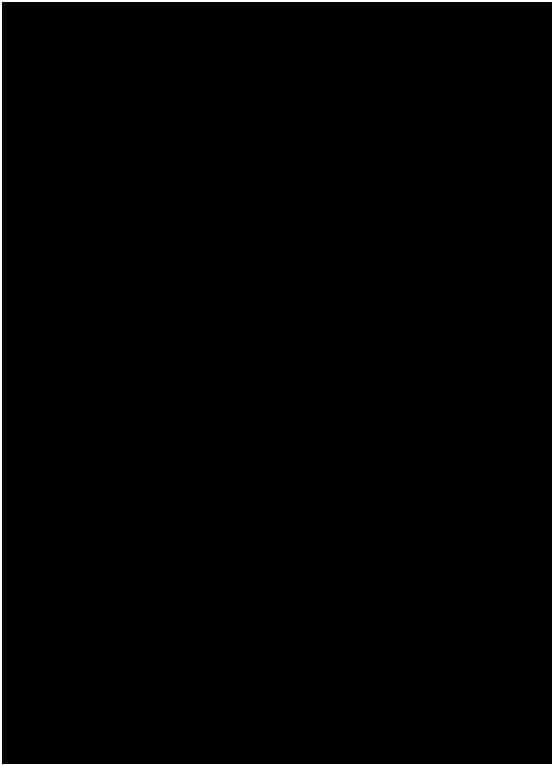
**Third Amendment to ANIDOA
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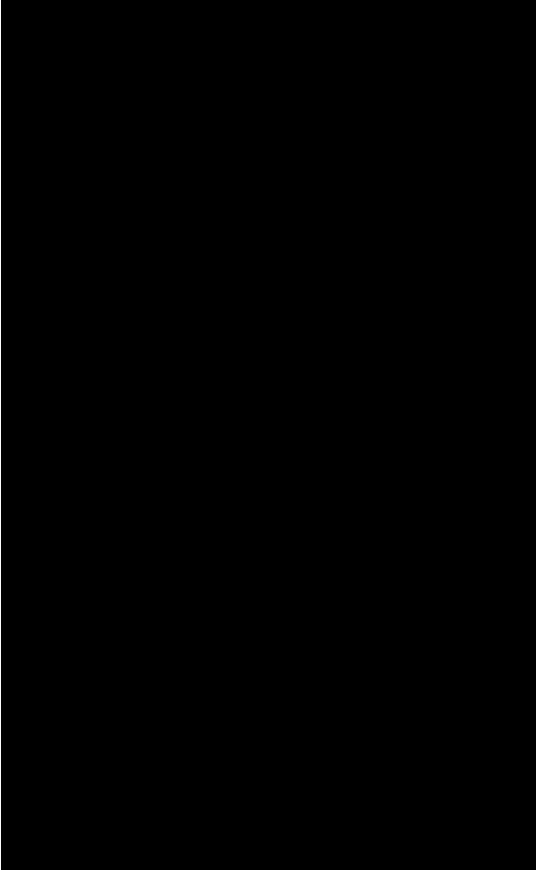
**Third Amendment to ANIDOA
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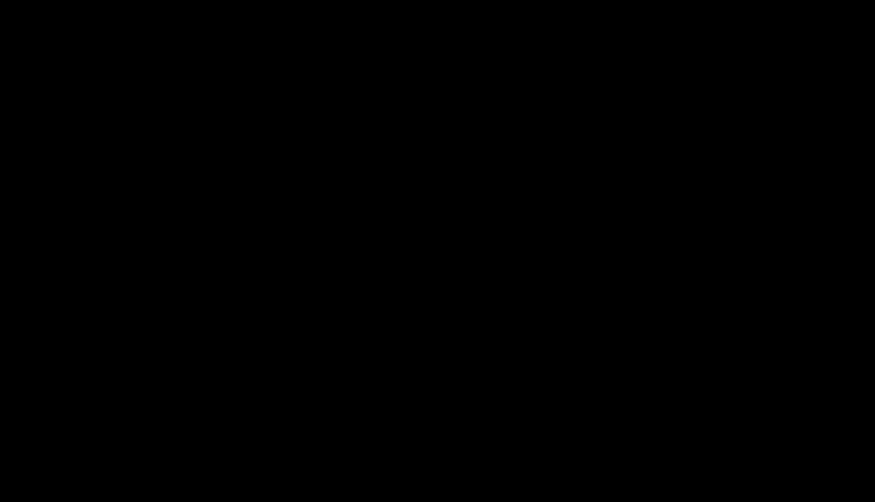
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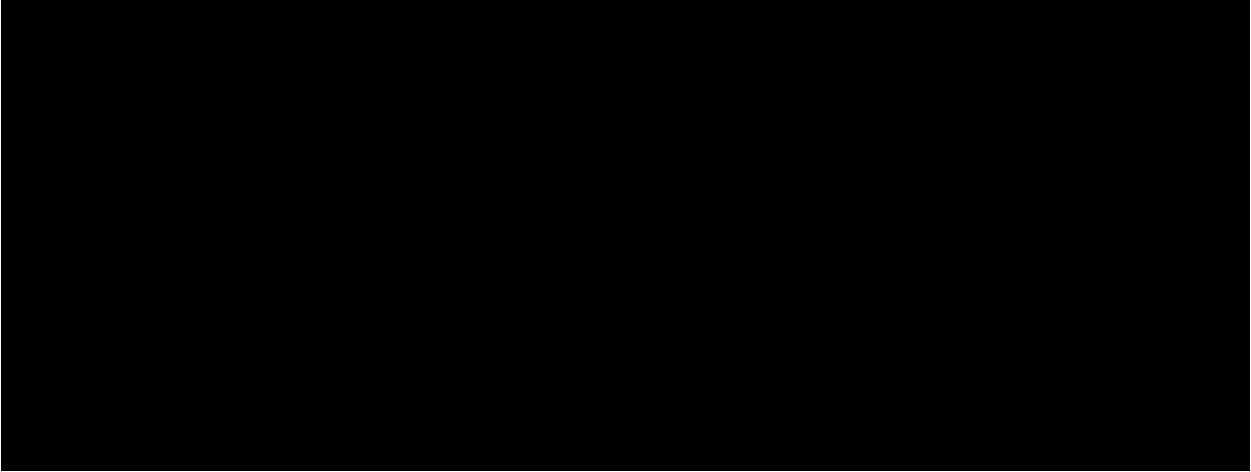
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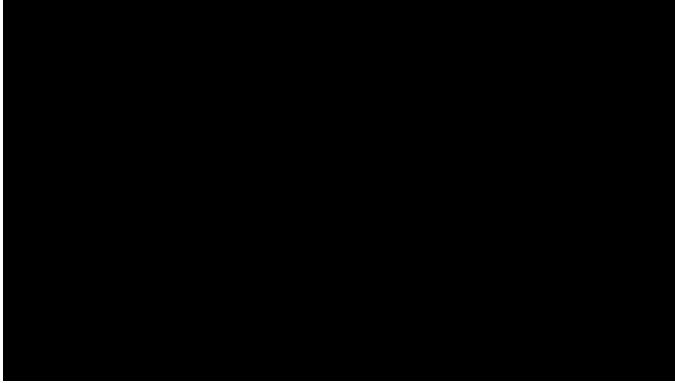
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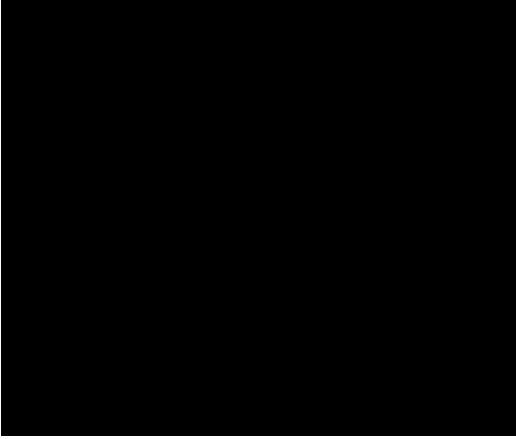
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SIGNATORY PAGE - IBEX



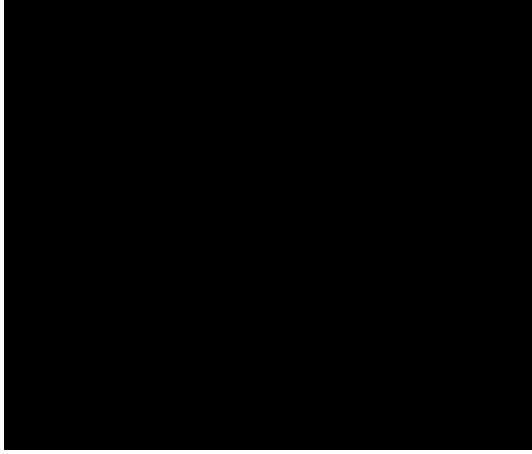
**Third Amendment to ANIDOA
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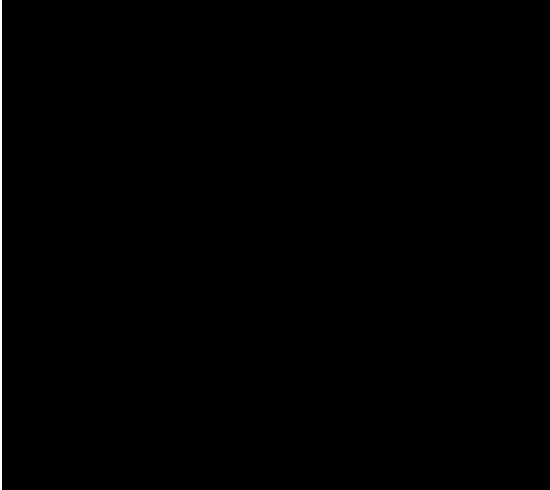
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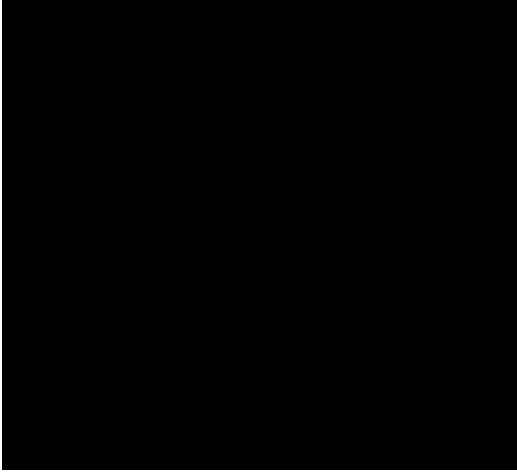
**Third Amendment to ANIDOA
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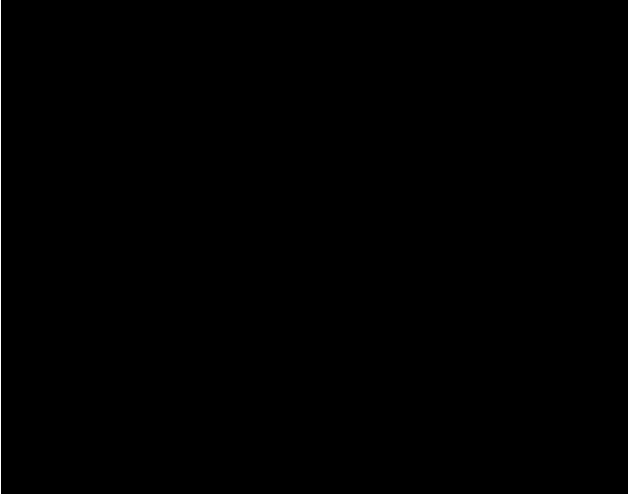
**Third Amendment to ANIDOA
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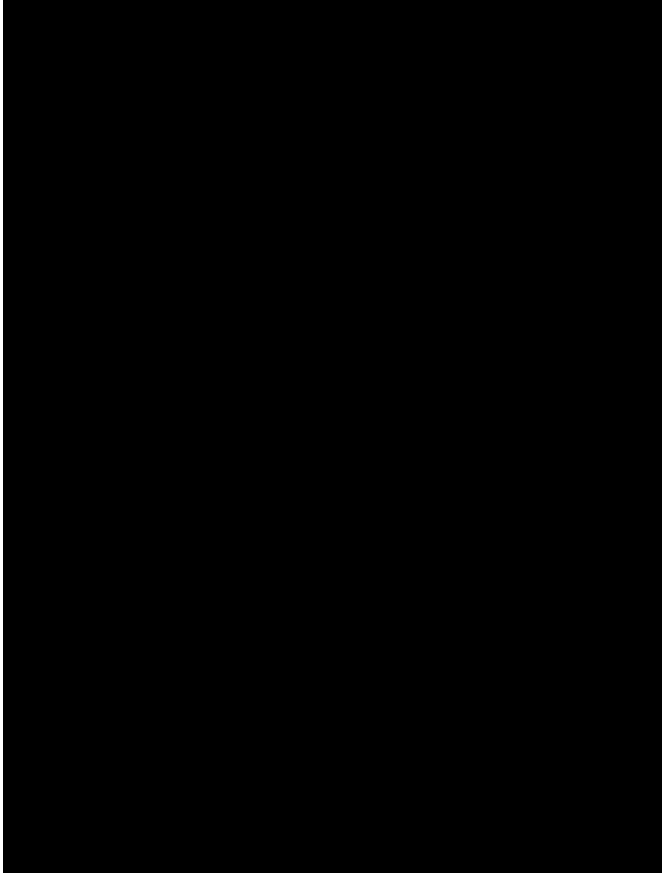
**Third Amendment to ANIDOA
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SIGNATORY PAGE - HENEX



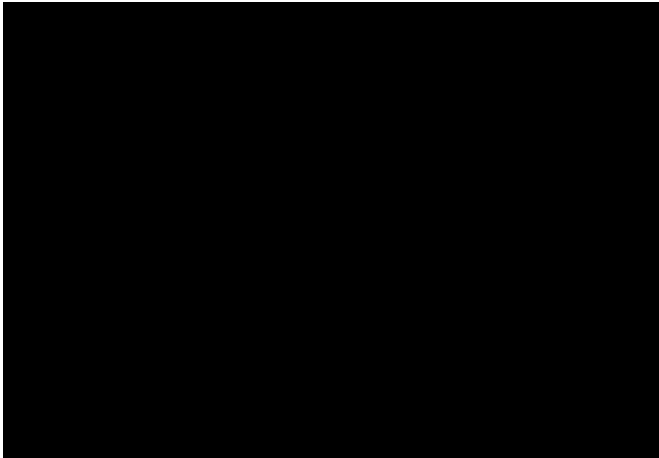
**Third Amendment to ANIDOA
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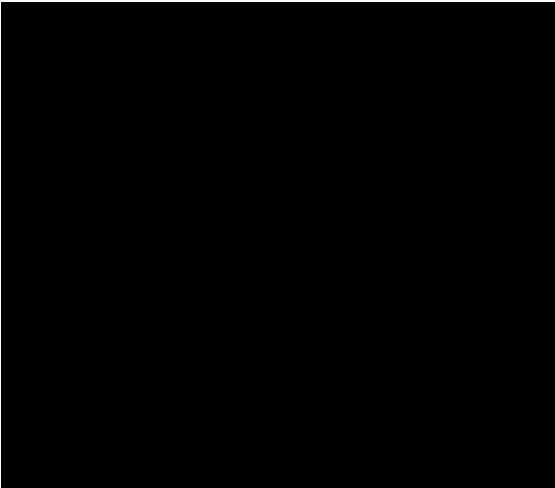
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SIGNATORY PAGE - BRM



Third Amendment to ANIDOA Amendment Agreement

List of Attachments:

Attachment 1 - Consolidated version of the main body of the All NEMO Intraday Operations Agreement with the Third ANIDOA Amendment provisions

Attachment 2 - Consolidated version of the main body of the All NEMO Intraday Operations Agreement with the Third ANIDOA Amendment provisions - Mark up

Attachment 3 - Annex 1 (Definition List)

Attachment 4 - Annex 2 (Identical NEMO Components)

Attachment 5 - Annex 3 (Financial Annex)

Attachment 6 - Annex 6 (Technical requirements)