

THIRD AMENDMENT TO THE ALL NEMO COOPERATION AGREEMENT

BETWEEN:

1. **BSP Energy Exchange LLC**, a company duly organised under the laws of the Republic of Slovenia, having its registered office in Ljubljana, Dunajska cesta 156, Slovenia, registered at the District Court of Ljubljana under the registration number 3327124000 and VAT n° SI37748661 ("**BSP**");
2. **CROATIAN POWER EXCHANGE Ltd.**, a company incorporated and existing under the laws of the Republic of Croatia, with the enterprise number HR14645347149, address Slavenska avenija 6/A, HR-10000 Zagreb, Croatia ("**CROPEX**");
3. **EirGrid plc**, a public limited company incorporated under the laws of the Republic of Ireland, with registered office at The Oval, 160 Shelbourne Road, Dublin 4, Ireland ("**EirGrid**");
4. **EPEX SPOT SE**, a European Company (Societas Europae) incorporated under the laws of the French Republic, with its registered office at 5 boulevard Montmartre, 75002 Paris, France, and registered with the commercial register in Paris under the number 508 010 501 ("**EPEX**");
5. **Nord Pool European Market Coupling Operator AS**, a company incorporated and existing under the laws of the Kingdom of Norway with company number 984 058 098, having its registered office at Lilleakerveien 2A, 0283 Oslo, Norway ("**Nord Pool EMCO**");
6. **EXAA Abwicklungsstelle für Energieprodukte AG**, a stock corporation incorporated and existing under the laws of the Republic of Austria, having its registered offices at Alserbachstraße 14-16, 1090 Vienna, Austria, registered with the commercial register in Vienna under FN 210730y and VAT n° ATU52153208 ("**EXAA**");
7. **Gestore dei Mercati Energetici S.p.A.**, a company duly organised and existing under the laws of the Italian Republic, with registered office at Viale Maresciallo Pilsudski, 122-124, 00197, Rome, Italy, registered with the Companies Register of Rome under number RM 953866, Italian tax code and VAT 06208031002 ("**GME**");
8. **Hellenic Energy Exchange S.A.** a company duly organized and existing under the laws of Greece, with V.A.T. number 801001623, with registered office at 110, Athinon Avenue, 10442, Athens, Greece, registered in the commercial register at General Commercial Registry under number 146698601000, ("**HEnEx**");
9. **HUPX Hungarian Power Exchange Company Limited by Shares**, a company duly organised and existing under the laws of Hungary, with registered office in 1134 Budapest, Devai u. 26-28, Hungary, and registered under the company registration number 01-10-045666, VAT n° HU13967808 ("**HUPX**");

10. **Independent Bulgarian Energy Exchange EAD**, a company incorporated and existing under the laws of the Republic of Bulgaria, with the enterprise number 202880940, address: 19 Dondukov Boulevard, Sofia 1000, Bulgaria (“**IBEX**”);
11. **OKTE, a.s.**, a company incorporated under the laws of the Slovak Republic, with V.A.T. number SK2023089728, having its registered office at Mlynské nivy 48, 821 09 Bratislava, Slovak Republic, registered in the Commercial Register at the Municipal Court Bratislava III, Section Sa, File No. 5087/B under the number 45 687 862 (“**OKTE**”);
12. **OMI Polo Español S.A.**, a company incorporated and existing under the laws of the Kingdom Spain, having its registered office at Alfonso XI nº 6, 4th floor, 28014 Madrid, Spain, and with the commercial register in Madrid under Section 8, Sheet: 506799 (“**OMIE**”);
13. **Operatorul Pieței de Energie Electrică și de Gaze Naturale “OPCOM” SA**, a company duly organised and existing under the laws of Romania, with registered office in Bucharest, 16-18 Hristo Botev Bld., 3rd District, Romania, registered with the Bucharest Trade Register Office under the number J40/7542/2000, VAT n° 13278352 (“**OPCOM**”);
14. **OTE, a.s.**, a company organised and existing under the laws of the Czech Republic, having its registered office at Sokolovská 192/79, 186 00 Prague 8, Czech Republic, and registered with the Commercial Register at the Prague Municipal Court in section B, file 7260, under number 26463318 and VAT n° CZ26463318 (“**OTE**”), OTE’s contract number: ██████;
15. **SONI Limited**, a company incorporated in Northern Ireland with registered number NI 38715 and registered office at Castlereagh House, 12 Manse Road, Belfast, BT6 9RT, United Kingdom (“**SONI**”);
16. **Towarowa Giełda Energii S.A.**, a company duly organised and existing under the laws of the Republic of Poland, with registered office at ul. Książęca 4, 00-498 Warszawa, Poland, registered with 12th Commercial Department of the National Court Register in Warszawa under number 0000030144 and VAT no PL5272266714, with the share capital paid in full in an amount of 14.500.000,00 PLN (“**TGE**”); and
17. **ETPA Holding B.V.**, a company incorporated and existing under the laws of the Netherlands, with enterprise number 63457431, address Arlandaweg 92, 1043 EX, Amsterdam (“**ETPA**”),
18. **Bursa Romana de Marfuri SA**, a company incorporated and existing under the laws of Romania, with enterprise number J40/19450/1992 CIF: RO1562694, address Str. Buzesti Nr. 82-94, Etaj 7, Bucuresti (hereafter “**BRM**”),

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

WHEREAS:

- A) On the 15th August 2015, the CACM Regulation entered into force. CACM Regulation provides a mandatory framework for the SDAC and SIDC describing the roles and responsibilities of the NEMOs and tasks to be jointly performed by the NEMOs.
- B) On 3rd of March 2016, the Parties entered into the NEMO Interim Cooperation Agreement-INCA to facilitate the necessary cooperation between designated NEMOs with respect to developing the terms and conditions or methodologies required by the CACM Regulation and submit them for approval to the competent regulatory authorities.
- C) On the 12th of June 2018, the Parties, together with the TSOs subject to the CACM implementation, have entered into the Intra Day Operational Agreement (hereinafter “**IDOA**”) to set forth i) the main principles of their cooperation in respect of SIDC, ii) the terms and conditions under which the relevant IT infrastructure will be developed and iii) the terms and conditions under which the SIDC shall be implemented, performed and operated among NEMOs and TSOs.
- D) Also on the 12th June 2018, pursuant to the MCO Plan, the Parties which qualify as designated NEMOs with respect to SIDC have entered into the All NEMO Intraday Operational Agreement (hereinafter “**ANIDOA**”). The ANIDOA sets forth i) the main principles of NEMOs’ cooperation in respect of SIDC, ii) the terms and conditions under which the relevant IT infrastructure will be developed and iii) the terms and conditions under which the SIDC shall be implemented, performed and operated among NEMOs.
- E) On the 28th of March 2019, pursuant to the MCO Plan, the Parties have entered into the All NEMO Cooperation Agreement (hereinafter “**ANCA**”) which, replacing the INCA, creates the necessary contractual framework to facilitate the cooperation between designated NEMOs on non-operational aspects of CACM’s implementation such as, but not limited to, the development and submission of the terms and conditions or methodologies required by the CACM Regulation.
- F) Also on the 28th of March 2019, the Parties, together with the TSOs subject to the CACM implementation, have entered into the Day Ahead Operational Agreement (hereinafter “**DAOA**”) to set forth i) the main principles of their cooperation in respect of SDAC, ii) the terms and conditions under which the relevant IT infrastructure will be developed and iii) the terms and conditions under which the SIDC shall be implemented, performed and operated among NEMOs and TSOs.
- G) Also on the 28th of March 2019, pursuant to the MCO Plan, the Parties have entered into the All NEMO Day Ahead Operational Agreement (hereinafter “**ANDOA**”) to set forth i) the main principles of NEMOs’ cooperation in respect of SDAC, ii) the terms and conditions

under which the relevant IT infrastructure will be developed and iii) the terms and conditions under which the SDAC shall be implemented, performed and operated among NEMOs.

- H) Also on the 14th of January 2022, the Parties entered into the first amendment to ANCA (the **“First Amendment”**) - consistently with the related amendments to ANIDOA, ANDOA, IDOA and DAOA - in order to implement a joint governance set-up of the SIDC and SDAC market coupling cooperation aiming at increasing the efficiency and synergies of NEMOs’ and TSOs’ CACM implementation.
- I) On the 1st of September 2023, the Parties entered into the second amendment to ANCA (the **“Second Amendment”**) in order to implement a qualified majority vote procedure for certain decisions to be taken by the All NEMO Committee, if unanimity cannot be reached between the relevant NEMOs.
- J) On the 15th of December 2022 the Ministerial Council of the Energy Community (decision D/2022/03/MC-EnG) included CACM in Annex I (“LIST OF ACTS INCLUDED IN THE “ACQUIS COMMUNAUTAIRE ON ENERGY”) to the Treaty Establishing the Energy Community. The CACM included in the acquis communautaire provides under clause 7.3 that *“By twelve months after the entry into force of this Regulation all NEMOs from Contracting Parties (i.e.countries that are parties to the Treaty Establishing the Energy Community and Member States (countries which are members of the European Union) shall submit to all regulatory authorities, the Energy Community Regulatory Board and the Agency for the Cooperation of Energy Regulators a plan on integration of e NEMOs from Contracting Parties in the MCO functions set out in paragraph 2, and in the agreements between NEMOs and with third parties. The plan shall be consistent with the plan drafted in accordance with Regulation (EU) 2015/1222 and shall include a detailed description and the proposed timescale for implementation, <...> and a description of the expected impact of such integration on the <...> performance of the MCO functions in Article 7 (2) of Regulation (EU) 2015/1222.”* Such plan is named MCO Integration Plan;
- K) The Parties now wish to enter into this third amendment to ANCA (the **“Third Amendment”**) in order to update the conditions for the Chairperson election and introduce specific rules applicable to Parties which are entities designated as a NEMO in a non-EU country not member of EEA. It is understood that the specific rules applicable to Parties which are entities designated as a NEMO in a non-EU country not member of EEA will be reviewed and possibly amended/supplemented when the MCO Integration Plan will enter into force.

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1 OBJECT OF THE AGREEMENT

With the signature of this Third Amendment the Parties amend the ANCA, as set forth

under Article 2 and Article 3 below.

2 AMENDMENTS TO THE MAIN BODY OF THE ANCA

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

2.2 The Parties agree to replace Whereas M with the following:

“M. On the 16th November 2022 and on the 26th of September 2023, ETPA and BRM, respectively, adhered to ANCA by signing the Accession Declaration provided in the Agreement.”

2.3 Parties agree to add the following new Whereas O :

O) On the 15th of December 2022 the Ministerial Council of the Energy Community (decision D/2022/03/MC-EnG) included CACM in Annex I (“LIST OF ACTS INCLUDED IN THE “ACQUIS COMMUNAUTAIRE ON ENERGY”) to the Treaty Establishing the Energy Community. The CACM included in the acquis communautaire provides under clause 7.3 that “By twelve months after the entry into force of this Regulation all NEMOs from Contracting Parties (i.e. countries that are parties to the Treaty Establishing the Energy Community and Member States (countries which are members of the European Union) shall submit to all regulatory authorities, the Energy Community Regulatory Board and the Agency for the Cooperation of Energy Regulators a plan on integration of e NEMOs from Contracting Parties in the MCO functions set out in paragraph 2, and in the agreements between NEMOs and with third parties. The plan shall be consistent with the plan drafted in accordance with Regulation (EU) 2015/1222 and shall include a detailed description and the proposed timescale for implementation, <...> and a description of the expected impact of such integration on the <...> performance of the MCO functions in Article 7 (2) of Regulation (EU) 2015/1222.” Such plan is named MCO Integration Plan;

2.4 The Parties agree to replace Clause 9.1 (a) and (b) with the following:

a) Performing all tasks associated with the further development, consultation, approval, submission, publication of changes to the MCO Plan as well as all other terms and conditions or methodologies provided in accordance with article 9 paragraph 6 of the CACM Regulation. The performance of the tasks listed under this letter (a) is not applicable to the Parties which are designated as a NEMO in a non-EU country not member of EEA.

b) Facilitating such necessary cooperation between NEMOs and TSOs, where TSOs are responsible for terms and conditions or methodologies specified in article 9 paragraph 6 of the CACM Regulation. The performance of the tasks listed under this letter (b) is not applicable to the Parties which are designated as a NEMO in a non-EU

country not member of EEA.

2.5 The Parties agree to add the following Clause 9.1 (p):

p) Performing all tasks associated with the implementation of the terms and conditions or methodologies provided in accordance with article 9 paragraph 6 of the CACM Regulation.

3 AMENDMENTS TO THE ANNEXES OF THE ANCA

3.1 Amendments to Annex III (RIO)

3.1.1 The Parties agree to replace Section 2.3 (e) and (o) of Annex III (RIO) with the following:

e) Unless differently decided by the All NEMO Committee, no person can serve as Chairperson more than: (i) 3 consecutive terms; and/or (ii) 6 years in total.

o) The Chairperson shall always act in a neutral manner, representing the general interest of the All NEMO Committee. In this respect the Chairperson is entitled to register, in the name and for the account of the NEMO Committee, to public records (such as the EU Transparency Register) subject to the following conditions:

i) prior approval of the specific registration by the All NEMO Committee, on a case by case basis;

ii) obligation for the NEMO for which the Chairperson is employed to assure that the registration is cancelled or modified when such employee does not carry on anymore the Chairperson' role, as the case may be.

3.1.2 The Parties agree to add the following new Section 4.1 (i):

(i) a Party which is designated as a NEMO in a non-EU country not member of EEA is entitled to vote in the relevant decision making process with the following exceptions:

i) with respect to the decisions described under Section 4.2 (d) and 4.3 (c) and (e), such Party is not entitled to vote against a proposal of decision unanimously agreed by the Parties which are designated as NEMOs in a EU or EEA country;

ii) such Party is not entitled to vote on proposals of decisions that Parties which are designated as NEMOs in a EU or EEA country must take to assure compliance with EU law.

3.1.3 The Parties agree to add the following new Section 4.4.2:

A Party which is designated as a NEMO in a non-EU country not member of EEA is not entitled to vote on matters subject to CACM QMV.

3.2 The Parties agree to replace art 1 of Annex VI (Form of Accession Declaration) with the following:

1. Accession to the All NEMO Cooperation Agreement

1.1 *The New Party, by accepting all the terms and conditions with no exclusion whatsoever, agrees to accede to:*

i) the Agreement, and

ii) all the other contracts entered into under the cooperation set by the Agreement, namely the "Power of Attorney Agreement between NEMOs for the appointment of the Contracting Party of the Project Manager Office of the NEMOs" and "Power of Attorney between the NEMOs with respect to the contract with a Third-Party Service Provider".

1.2 *The Existing Parties agree that the accession of the New Party shall be effected immediately upon the execution of this Accession Declaration.*

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

4 MISCELLANEOUS

4.1 No provision of this 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 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. The Parties agree that Attachment 2 (consolidated version of the ANCA as amended by the Third Amendment) is hereby attached only for illustrative purposes and shall have no binding effect.

4.4 For the avoidance of doubt, this Third Amendment is governed and shall be construed in accordance with Belgian law, to the exclusion of the provisions of conflict of laws thereof. In case of dispute between the Parties, arising out of or in relation with this Third Amendment, the dispute procedure set forth in Article 26 of the ANCA shall apply.

5 ENTRY INTO FORCE

5.1 This Third Amendment shall enter into force on the 2nd of January 2024, retroactively as the case may be, provided that all Parties have signed it 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.

5.2 For evidence reasons:

- i) each Party shall also provide the third coordinating party with nineteen (19) original signed signatory pages (one per Party) of the Third A Amendment. The third coordinating Party will collect all copies of 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]

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

5.4 The Parties are aware of the fact that OTE, a.s., irrespective of the applicable law of this Third Amendment, has a national legal obligation within the meaning of Section 2 (1) of 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 Third Amendment 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.

All Parties hereby also acknowledge that this Third Amendment may become effective in relation to OTE only if the Third Amendment is previously published in the Czech Register of Contracts under the terms of the Act on the Register of Contracts.

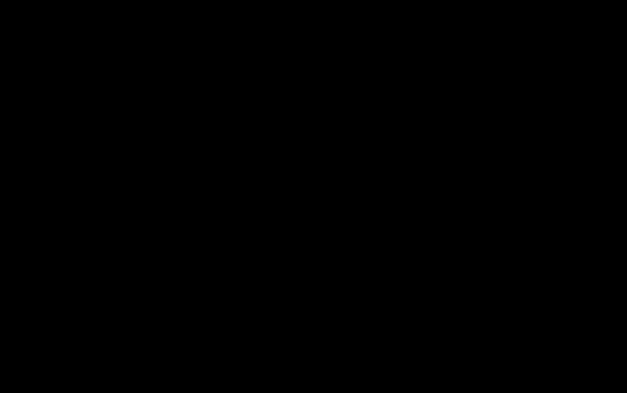
IN WITNESS WHEREOF.

List of Attachments:

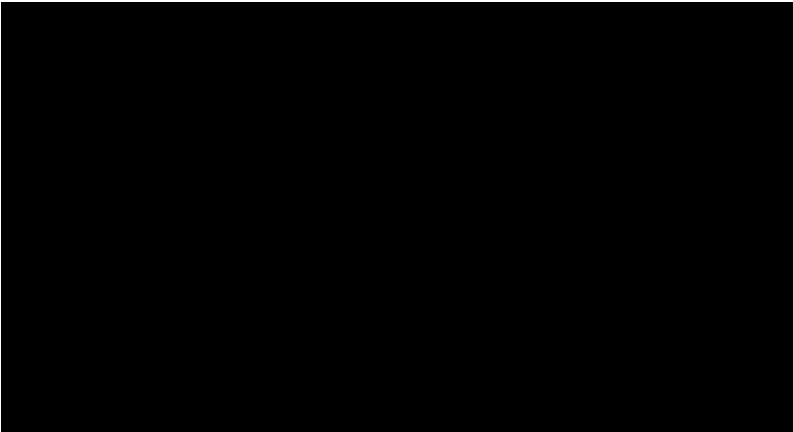
Attachment 1
Annex VIII (Contact Details of the Parties)

Attachment 2
Consolidated version of the ANCA as amended by Third Amendment

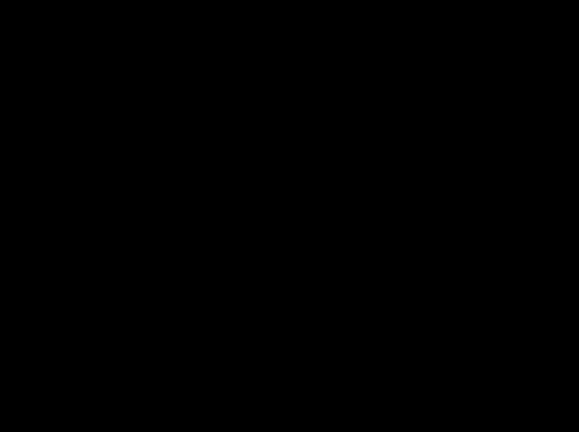
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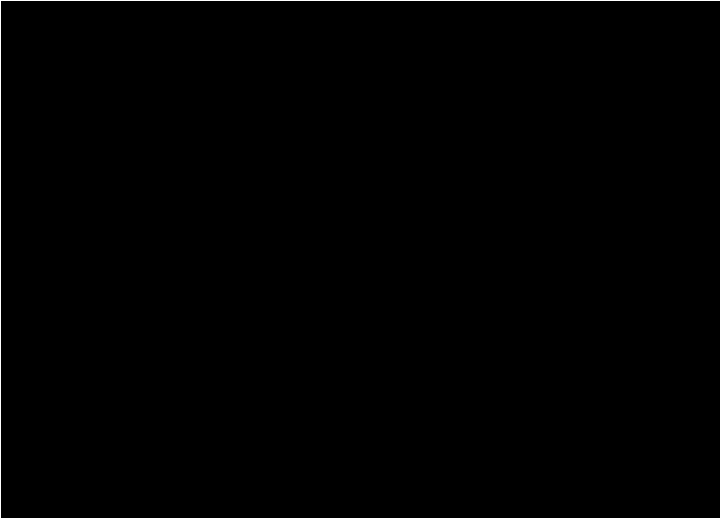
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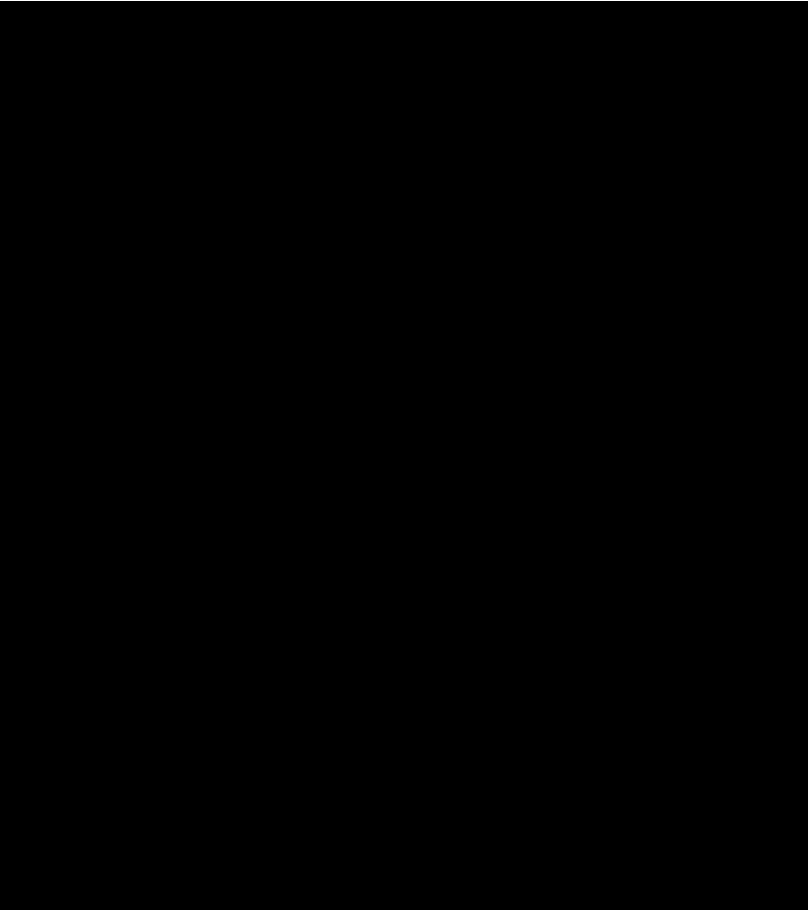
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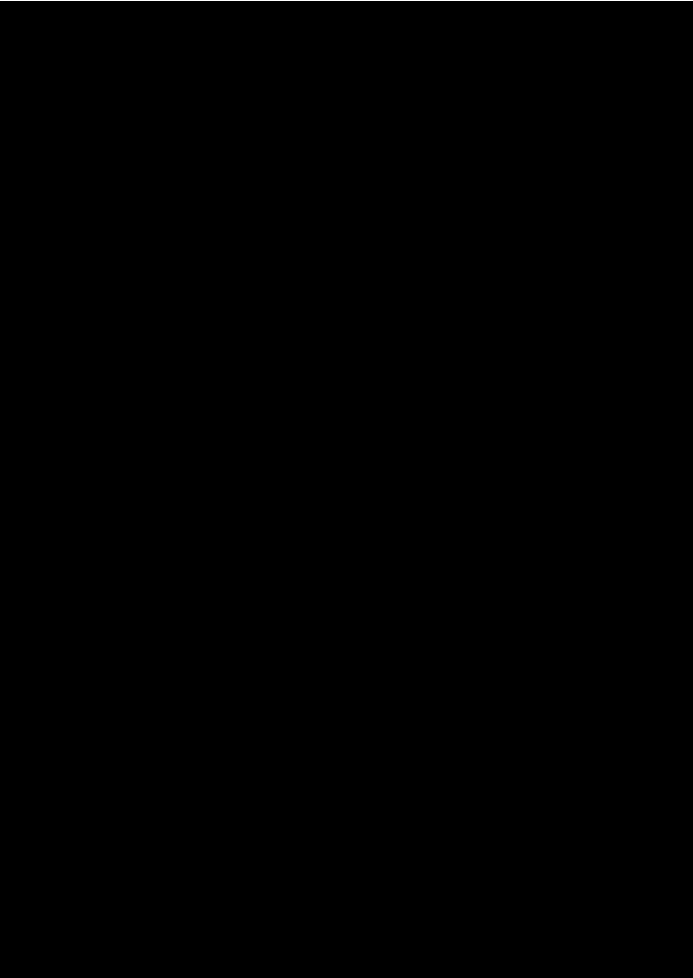
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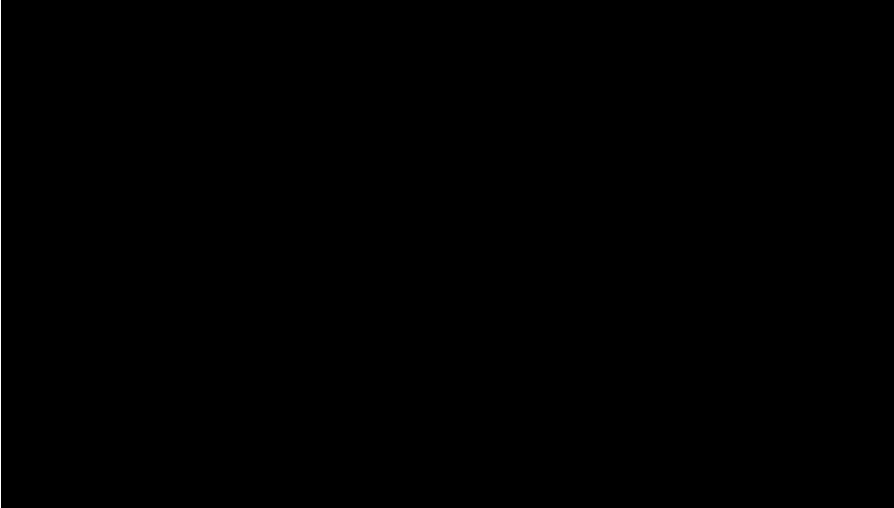
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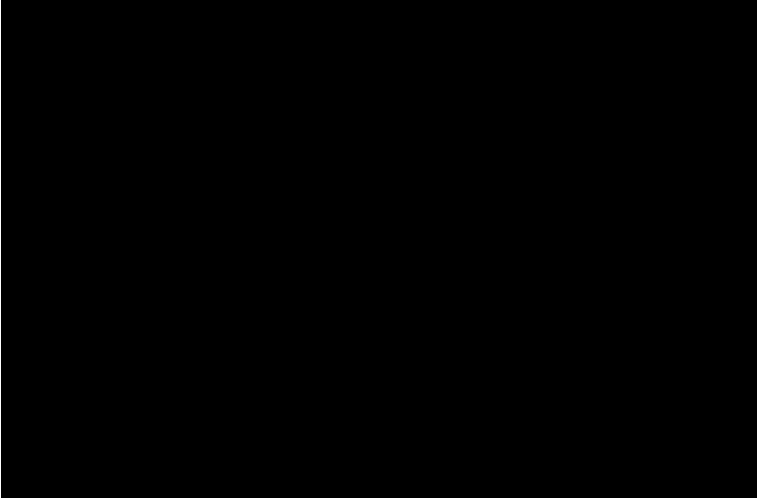
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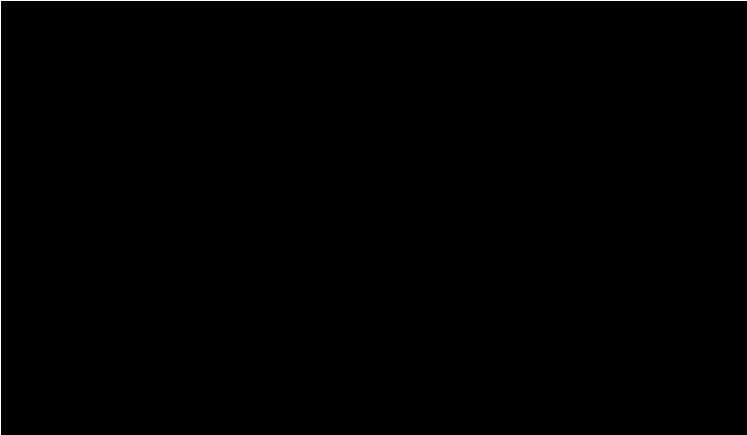
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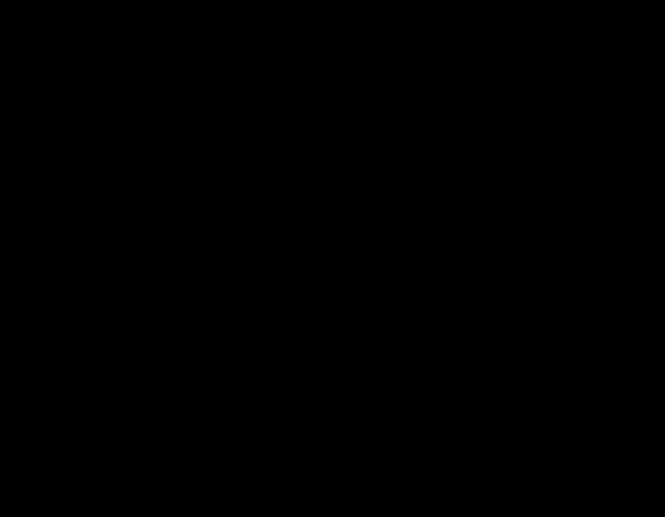
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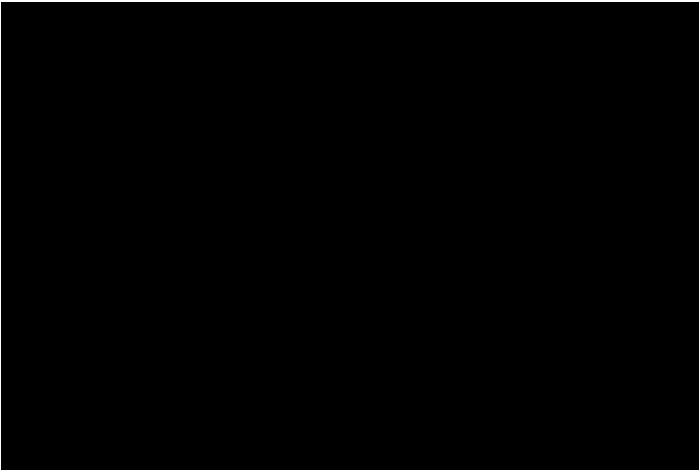
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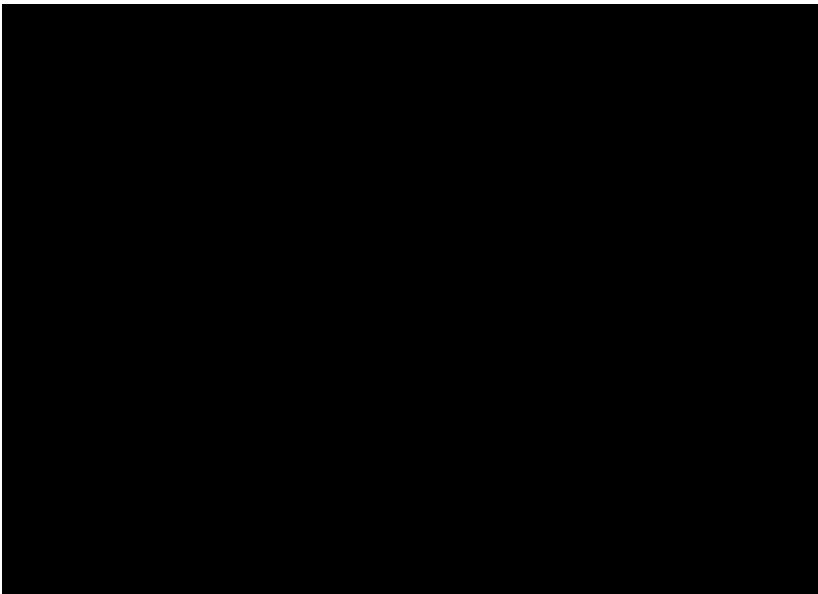
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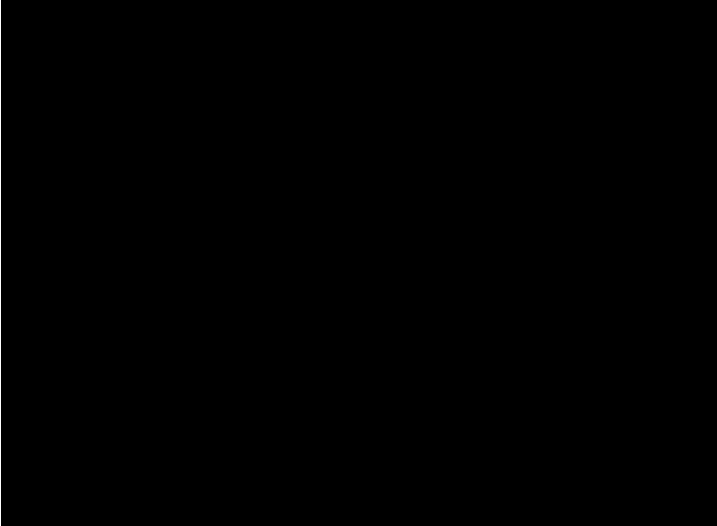
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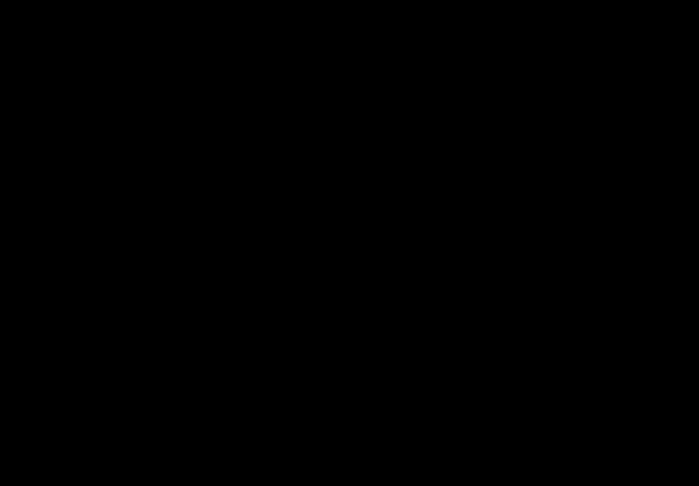
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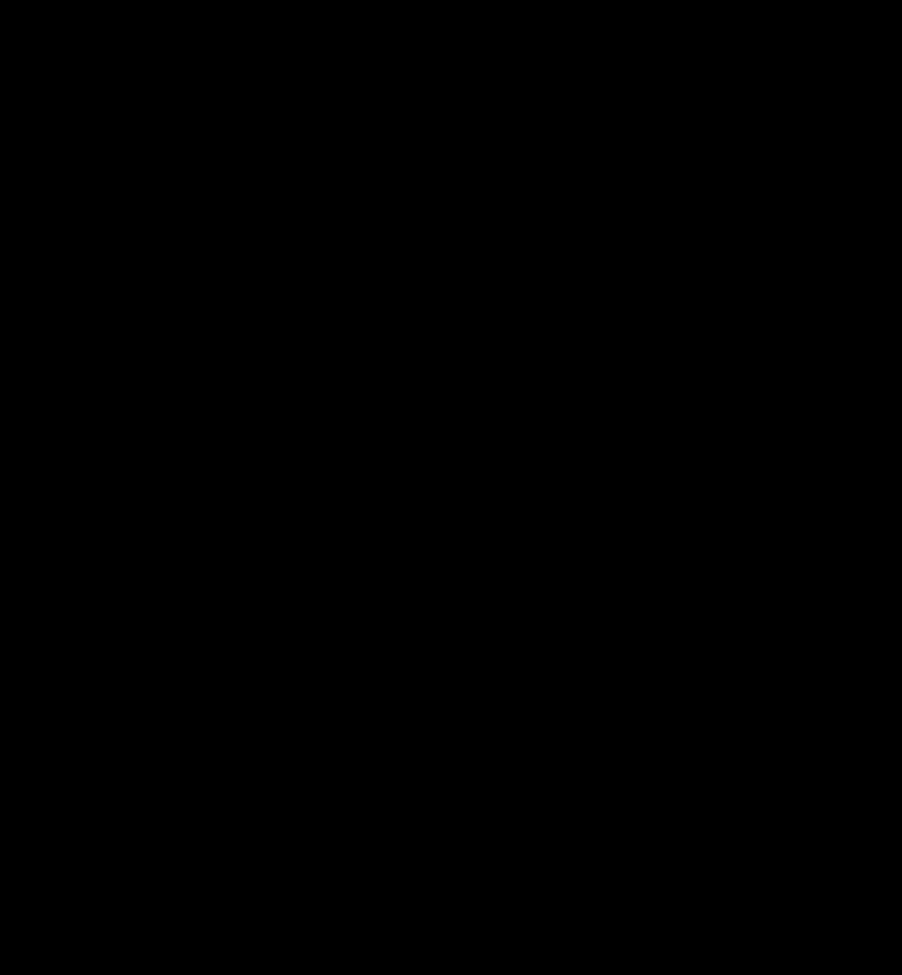
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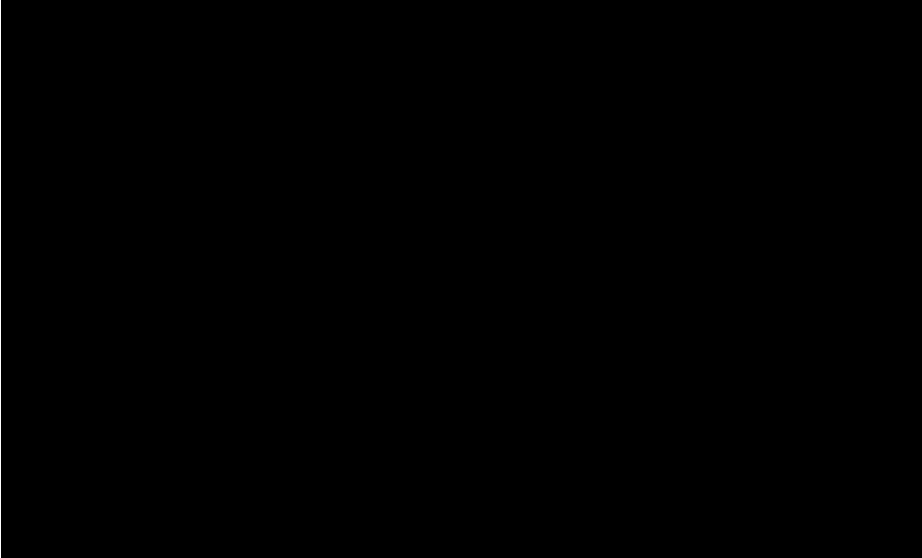
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