Single Day-Ahead Coupling Operations Agreement

("DAOA")

between

<u>the Transmission System Operators</u>

<u>and</u>

<u>the NEMOs</u>

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Single Day-Ahead Coupling Operations Agreement

This Single Day-ahead Coupling Operations Agreement ("Agreement" or "DAOA") dated as of 14th February 2019 is entered into by and between:

On the one hand:

AFFÄRSVERKET SVENSKA KRAFTNÄT ("**SVENSKA KRAFTNÄT**"), a Swedish state utility, with V.A.T. number SE202100428401, having its registered office at Svenska kraftnät, P.O. Box 1200, SE-172 24 Sundbyberg, Sweden, registered under number 202100-4284;

AMPRION GmbH ("**AMPRION**"), a company incorporated under the laws of Germany, with V.A.T. number DE813761356, having its registered office at Rheinlanddamm 24, D-44139 Dortmund, Germany, registered in the commercial register at the Amtsgericht Dortmund under number HRB 15940;

AS "Augstsprieguma tīkls" ("**AST**"), a company incorporated and validly existing under the laws of the Republic of Latvia, with V.A.T. number LV40003575567, having its registered office at Darzciema Street 86, Riga, LV-1073, Latvia, and registered with the Commercial Register of the Republic of Latvia with the registration number 40003575567;

AUSTRIAN POWER GRID AG ("**APG**"), a company incorporated under the laws of Austria in the form of an AG, with V.A.T. number ATU46061602, with registered office at IZD Tower, Wagramer Str.19, 1220 Wien, Austria, registered with Commercial Court in Vienna with number FN 177696v;

BRITNED DEVELOPMENT LIMITED ("**BritNed**"), a company incorporated under the laws of England and Wales, with V.A.T. number NL813642127B01, having its registered office at Utrechtseweg 310, 6812 AR Arnhem, The Netherlands, and registered with the commercial register with number 04251409;

ČEPS, a.s. ("**ČEPS**"), a company incorporated under the laws of Czech Republic, with V.A.T. number CZ25702556, having its registered office at Elektrárenská 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 No. 25702556;

CREOS Luxembourg S.A. ("**CREOS**"), a company incorporated under the laws of Luxembourg, with V.A.T. number LU10320554, having its registered office at 59-61, rue de Bouillon in L-1248 Luxembourg, registered in the commercial register at Luxembourg under number B. 4513;

Croatian Transmission System Operator Ltd. ("**HOPS**"), a company incorporated under the laws of Croatia, with V.A.T. number 13148821633,

having its registered office at Kupska 4, 10 000 Zagreb, Croatia, registered in the commercial register at Commercial Court in Zagreb under number 080517105;

EIRGRID plc ("**EIRGRID**"), a company incorporated under the laws of the Republic of Ireland, with V.A.T. number IE6358522H, having its registered office at the Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4, Ireland, registered in the under the number 338522;

ELECTRICITY SYSTEM OPERATOR EAD ("**ESO**"), a company incorporated under the laws of BULGARIA, in the form of an EAD (sole-owner joint stock company), having its registered office at 201, Tsar Boris III Blvd., 1618 Sofia, Bulgaria, registered with the General Commercial Register under the number 175201304, with VAT identification number BG 175201304;

ELERING AS ("**Elering**"), a company incorporated under the laws of Estonia, with V.A.T. number EE100889639, having its registered office at Kadaka tee, 42, 12915 Tallinn, Estonia, registered in the commercial register at Estonia under number 11022625;

ELES, Ltd., Electricity Transmission System Operator ("**ELES**"), a company incorporated under the laws of Slovenia, with V.A.T. number SI20874731, having its registered office at Hajdrihova, Ulica 2, 1000 Ljubljana, Slovenia, registered at the District Court of Ljubljana under entry number 1-09227-00 and registration number 5427223000;

ELIA SYSTEM OPERATOR SA/NV ("**ELIA**"), a company incorporated under the laws of Belgium, with V.A.T. number BE476388378, having its registered office at Boulevard de l'Empereur, 20, 1000 Brussels, Belgium, registered in the commercial register at Brussels under number 0476.388.378;

Energinet Elsystemansvar A/S ("**ELSO**"), a company incorporated under the laws of Denmark, with V.A.T. number 39314959, having its registered office at Tonne Kjærsvej 65, 7000 Fredericia, registered in the commercial register at Commercial Register in the Danish Business Authority under number 39314959;

FINGRID OYJ ("**FINGRID**"), a company incorporated and existing under the laws of Finland, with V.A.T. number FI10728943, having its registered office at Läkkisepäntie 21, P.O.Box 530, FI-00101 Helsinki, with Commercial Register in Helsinki no 1072894-3;

Independent Power Transmission Operator S.A. ("**ADMIE**" or "**IPTO**"), a company incorporated under the laws of Greece, registered in the General Commercial Registry under number 4001001000, the head offices of which are located at 89 Dyrrachiou & Kifisou Str. 10443, Athens – Greece, with EU Community VAT identification number: EL 099877486;

LITGRID AB ("**Litgrid**"), a limited liability company, incorporated under the laws of the Republic of Lithuania, with V.A.T number LT 100005748413, having its registered offices at A. Juozapaviciaus str. 13, LT-09311 Vilnius, Lithuania, having the registration number 302564383 in the Register of Legal Entities;

MAVIR Hungarian Independent Transmission Operator Company Ltd. ("**MAVIR**"), a company incorporated under the laws of Hungary, with V.A.T. number HU12550753, having its registered office at 1031 Budapest, Anikó u. 4., Hungary, registered in the commercial register at the Hungarian Company Registry Court of Budapest-Capital Regional Court under number 01-10-044470;

NATIONAL GRID INTERCONNECTORS LIMITED ("**NATIONAL GRID**"), a company incorporated under the laws of England, with V.A.T. number GB547863011, having its registered office at 1-3 Strand, London WC2N 5EH, registered under the number 3385525;

National Power Grid Company Transelectrica S.A. ("**Transelectrica**"), a company incorporated under the laws of Romania, with V.A.T. number RO13328043, having its registered office at 33 General Gheorghe Magheru Blvd., 1st District, Bucharest, registered in the commercial register at the Bucharest Trade Registry under number J40/8060/2000;

Nemo Link Limited ("**Nemo Link**"), a company incorporated under the laws of United Kingdom, having its registered office at 1-3 Strand, London, WC2N 5EH, United Kingdom, registered under the number 08169409;

Polskie Sieci Elektroenergetyczne S.A. ("**PSE**"), a company incorporated under the laws of Poland, with V.A.T. number PL5262748966, having its registered office at Warszawska 165, 05- 520 Konstancin-Jeziorna, Poland, registered in the commercial register at District Court for the Capital City of Warsaw, 14th Commercial Department of the National Court Register under number KRS 0000197596 and the share capital of 9.605.473.000,00 PLN paid in full amount;

Red Eléctrica de España, S.A.U. ("**REE**") a company incorporated under the laws of Spain, with V.A.T. number ESA85309219, having its registered office at Paseo Conde de los Gaitanes, 177, La Moraleja, 28109 Alcobendas (Madrid), Spain, registered in the Commercial Register at Madrid under Sheet M-452031, Section 8, Page 195, Volume 25097;

REN – Rede Eléctrica Nacional, S.A. ("**REN**"), a company incorporated under the laws of Portugal, with V.A.T. number PT507866673, having its registered office at Avenida dos Estados Unidos da América, 55, 1749-061 Lisboa - Portugal, registered in the commercial register at Lisbon under number 507 866 673;

RTE Réseau de Transport d'Electricité ("**RTE**"), a company incorporated under the laws of France, with V.A.T. number FR19444619258, having its registered office at Immeuble WINDOW – 7C Place du Dôme - 92 073 PARIS LA DEFENSE Cedex, France, registered in the commercial register at Nanterre under number 444 619 258;

Slovenská elektrizačná prenosová sústava, a.s. ("**SEPS**") with its registered office at Mlynské nivy 59/A, 824 84 Bratislava, Slovak Republic, incorporated in the Commercial Register kept by the District Court in Bratislava I, Section Sa, Entry 2906/B, with Company Identification No. 35829141;

SONI Limited ("**SONI**"), a company incorporated in Northern Ireland, with V.A.T. number GB945676869, having its registered office at 12 Manse Road, Belfast, Co Antrim, BT6 9RT. SONI with registered number NI38715;

STATNETT SF ("**STATNETT**"), a state owned enterprise (statsforetak), incorporated under the laws of Norway, with V.A.T. number NO962986633, having its registered office at Nydalen Allé 33, P.O. Box 4904 Nydalen, 0423 Oslo, Norway, with registration no. 962 986 633;

TENNET TSO B.V. ("**TenneT**"), a company incorporated under the laws of the Netherlands, with V.A.T. number NL815310456B01, having its registered office at Arnhem, Utrechtseweg 310, P.O. Box 718, 6800 AS, the Netherlands, registered in the commercial register of the Chamber of Commerce under number 09155985;

TENNET TSO GmbH ("**TTG**"), a company incorporated under the laws of Germany, with V.A.T. number DE815073514, having its registered office at Bernecker Str. 70, 95448 Bayreuth, Germany, registered in the commercial register at Bayreuth under number HRB 4923;

TERNA - Rete Elettrica Nazionale S.p.A. ("**TERNA**"), a company incorporated under the laws of Italy, with tax code and V.A.T. number 05779661007, registered at the Rome Register of Companies, with registered office at Viale Egidio Galbani 70 - 00156 Roma, Italy;

TRANSNET BW GmbH ("**TransnetBW**"), a limited liability company (GmbH) incorporated under the laws of Germany, with V.A.T. number DE191008872, having its registered office at PariserPlatz, Osloer Str. 15-17, 70173 Stuttgart, Germany, registered with the commercial register of Stuttgart under number HRB 740510;

50Hertz Transmission GmbH ("**50Hertz**"), a company incorporated under the laws of Germany, with V.A.T. number DE813473551, having its registered office at Heidestraße 2, 10557 Berlin, Germany, registered under the number HRB 84446 B (Amtsgericht Charlottenburg);

individually referred to as "**TSO**" and/or collectively referred to as "**TSOs**"

And, on the other hand:

BSP Energy Exchange LL C **("BSP")** a company incorporated under the laws of Republic of Slovenia in the form of an LL C (limited liability company), with its principal place of business at Dunajska cesta 156, 1000 Ljubljana, Slovenia, and registered at District Court of Ljubljana under registration n° 3327124000 and VAT n° SI37748661;

CROATIAN POWER EXCHANGE Ltd. ("**CROPEX**"), a company incorporated under the laws of Republic of Croatia, with V.A.T. number HR14645347149, having its registered office at Ulica grada Vukovara 284, 10000 Zagreb, Croatia, registered in the commercial register at Commercial Court in Zagreb under number 080914267;

EIRGRID plc ("**EIRGRID**"), a company incorporated under the laws of the Republic of Ireland, with V.A.T. number IE6358522H, having its registered office at the Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4, Ireland, registered in the under the number 338522;

EPEX Spot SE ("**EPEX**"), an European Company (Societas Europaea) incorporated under the Laws of France, with V.A.T. number FR 10508010501, having its registered office located at 5 boulevard Montmartre, 75002 Paris – France, and registered with Commercial Register in Paris under the number 508 010 501;

European Market Coupling Operator AS ("**EMCO**"), a company incorporated under the laws of Norway, with V.A.T. number NO 984 058 098 MVA, having its registered office at Lilleakerveien 2 A, 0283 Oslo, Norway, registered in the Register of Business Enterprises under number 984 058 098;

EXAA Abwicklungsstelle für Energieprodukte AG ("**EXAA**"), a company incorporated under the laws of Austria, with V.A.T. ATU52153208, having its registered office at Palais Liechtenstein, Alserbachstrasse 14-16, A-1090 Vienna, registered in the commercial register at Handelsgericht Wien under number FN 210730y;

Gestore dei Mercati Energetici S.p.A. ("**GME**"), a company organised and existing under the laws of Italy, with V.A.T. number IT 06208031002, having its registered office at Viale Maresciallo Pilsudski, 122/124, 00197 Rome, registered with Companies Register of Rome under the number RM 953866 under Italian tax code;

HELLENIC ENERGY EXCHANGE S.A. ("**HEnEx S.A.**"), a company incorporated under the laws of Greece, with V.A.T. number 801001623, having its registered office at 110, Athinon Avenue, 10442, Athens, Greece, registered in the commercial register at General Commercial Registry under number 146698601000;

HUPX Hungarian Power Exchange Company Limited by Shares ("**HUPX Ltd.**"), a company incorporated under the laws of Hungary, with V.A.T. number HU13967808, having its registered office at 1134 Budapest, Dévai u. 26-28, Hungary, registered in the commercial register at Budapest Metropolitan Court, under number 01-10-045666;

Independent Bulgarian Energy Exchange ("**IBEX**"), a company incorporated under the laws of Bulgaria, with V.A.T. number BG202880940, having its registered office at 19, Knyaz Alexander Dondukov Blvd., fl. 7, 1000 Sofia, Bulgaria, registered in the commercial register at Bulgarian Registry Agency under number 202880940;

OKTE, a.s. ("**OKTE**"), 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 District Court Bratislava I, Section Sa, File No. 5087/B under the number 45 687 862;

OMI-Polo Español, S. A ("**OMIE**"), a company incorporated and existing under the laws of Spain, with V.A.T. number A-86028885, registered office at Alfonso XI nº 6, 28014 Madrid, Spain, and registered with the Commercial Register in Madrid under Section 8, Hoja: M-506799;

Operatorul Pietei de Energie Electrica si de Gaze Naturale "OPCOM" S.A. ("**OPCOM**"), a company incorporated and existing under the laws of Romania, with V.A.T. number RO13278352, having its registered office at Bd. Hristo Botev 16-18, sector 3, București, CP.030236, Romania, and registered with the National Trade Register Office Bucharest under the number J40/7542/2000;

OTE, a.s. ("**OTE**"), a company incorporated and existing under the laws of the Czech Republic, with V.A.T. number CZ26463318 having its registered office at Sokolovská 192/79, 186 00 Prague, Czech Republic, and registered with the Commercial Register in Municipal Court in Prague, Section B 7260 under the number 264 63 318, OTE's contract number: 22/18;

SONI Limited ("**SONI**"), a company incorporated in Northern Ireland, with V.A.T. number GB945676869, having its registered office at 12 Manse Road, Belfast, Co Antrim, BT6 9RT. SONI with registered number NI38715;

Towarowa Giełda Energii S.A. ("**TGE**"), a company incorporated under the laws of the Republic of Poland, with V.A.T. number PL 5272266714, having its registered office at Książęca 4, 00-498 Warszawa, Poland, registered in the commercial register at National Court Register under number 0000030144;

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

TSO(s) and NEMO(s) being referred to as "**Party**" individually and/or "**Parties**" collectively;

PREAMBLE

WHEREAS

A. Within the framework of the energy strategy of the European Commission to create a single electricity market throughout the EU and adjacent regions, also enacted in the Regulation (EC) 714/2009, several day-ahead market initiatives were launched. The NWE Parties (except National Grid, Creos, BritNed and APX UK) concluded on 8 November 2010 the Interim Solution Agreement ("**ISA**") to implement an interim solution for day-ahead price coupling between the CWE Region and the Nordic-Baltic Region via EMCC in the form of an interim tight volume coupling ("**ITVC**"). The launch of ITVC occurred on 9 November 2010 simultaneously with the launch of CWE price coupling.

B. According to Recital M and article 1.4 of the ISA, the ISA signatories committed to implement, as soon as reasonably possible, an enduring day ahead price coupling solution covering at least the CWE Region and the Nordic-Baltic Region.

C. The NWE Parties cooperated in implementing such solution via a price coupling using the PCR Solution ("**NWE Price Coupling**"). The terms and conditions for this cooperation on the design and implementation of such solution were established in the NWE All Parties Cooperation Agreement (Design and Implementation) ("**NWE APCA**") made between all the NWE Parties (except BritNed and APX UK), dated 12 June 2012. Subsequently, the NWE Parties entered into the NWE Day-Ahead Operations Agreement ("**NWE DAOA**") which took effect on 04 February 2014, setting forth the main terms and conditions under which the Parties cooperated to operate the NWE Price Coupling;

D. In parallel, the SWE Parties cooperated to implement SWE Price Coupling using the PCR Solution and have entered into a SWE Day-Ahead Operational Agreement ("**SWE DAOA**"), which entered into force on 04 February 2014, setting forth the main terms and conditions under which the SWE Parties will cooperate in operating the SWE Price Coupling;

E. The European national regulatory authorities ("**NRAs**") and the Agency for the Cooperation of Energy Regulators ("**ACER**") have published a Cross-regional Roadmap for the implementation of a single day ahead European price coupling. The Roadmap foresees the implementation of the Multiregional Price Coupling, with a parallel/sequential process of further integration leading to the achievement of the European price coupling.

F. EPEX, EMCO, GME, HEnEx, OMIE, OPCOM, OTE and TGE are cooperating to develop, implement and operate a coordinated matching function commonly agreed between European power exchanges based on a decentralised coordinated calculation of Market Coupling Results with common matching algorithmic software (EUPHEMIA) taking into account the available Cross-Zonal Capacities and optional Allocation Constraints ("**PCR Solution**"). In this context, they have signed the PCR Co-ownership Agreement and the PCR Cooperation Agreement. All NEMOs are currently finalising the ANDOA which will replace the PCR Cooperation Agreement.

G. The NWE Parties and SWE Parties entered into a DAOA dated 22 April 2014, replacing the NWE DAOA and setting forth the main terms and conditions under which these Parties cooperated to operate the MRC Price Coupling. Such agreement was replaced and extended on 30 January 2015 to, amongst other, include IBWT Parties. This constituted (including a further amendment with retroactive entry into force date of 04 February 2016), until the present Agreement, the operational agreement for MRC (the "**MRC DAOA**").

H. 4MMC Parties entered into the Master Agreement on 4M Market Coupling on 19 November 2014 (the "**Master Agreement on 4M Market Coupling**") replacing the agreement between OTE, OKTE, HUPX Ltd., ČEPS, SEPS, and MAVIR setting forth the main terms and conditions under which these Parties cooperated to operate the 3M Market Coupling (CZ-SK-HU Market Coupling) as in operation from 11 September 2012.

I. In the meantime, CACM entered into force in August 2015. The relevant and already applicable CACM provisions were taken into account by the Parties while drafting the Agreement.

J. Considering that, in the process of drafting the present Agreement, it became clear that, for various reasons, it will not be possible to have a single coupling of MRC and 4MMC at the time of signature of this Agreement, it was agreed

that this Agreement will cover two phases, as further detailed in Article 1 below.

IN CONSIDERATION OF THE ABOVE, THE PARTIES HEREBY AGREE, UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS FOLLOWS:

Article 1–Purpose and scope of the Agreement, structure and generalities

1.1 The Agreement sets forth the rights and obligations of the Parties in connection with the implementation of the Single Day-Ahead Coupling, including the common operation and further development thereof. As the Single Day-Ahead Coupling is an implementation of CACM, it requires cooperation of all TSOs and all NEMOs at European level within the scope of CACM.

1.2 The Agreement shall cover two phases:

- An interim phase (the "**Interim Phase**") during which there will be two parallel market couplings, one of MRC and one of 4MMC. These couplings shall be considered on an equal basis as jointly forming, for this interim period, the Single Day-Ahead Coupling in implementation of CACM;
- An enduring phase (the "**Enduring Phase**") during which there will be one Single Day-Ahead Coupling only, under which MRC and 4MMC are coupled.

During both phases, a distinction shall be made between Parties which are in operation, being those benefiting from the DA MCO Function to match bids or allocate capacity implicitly ("**Operational Parties**") and Parties which are not in operations, being those who do not benefit from the DA MCO Function to match bids or allocate capacity implicitly ("**Non-Operational Parties**"). During the Interim Phase, there shall be two sub-categories of Operational Parties, those in operations in MRC coupling ("**MRC Operational Parties**") and those in operations in 4MMC coupling ("**4MMC Operational Parties**").

1.3 Any NEMO from a Bidding Area where there is temporarily no capacity implicitly allocated on any of its borders, being an Non-Operational Party in the Single Day-Ahead Coupling, having applied the relevant parts of Annex 3 and having informed the JSC of its willingness to enter into operations can become, subject to a decision of the JSC (which decision shall not be unreasonably delayed or withheld), "**Full Member with No Capacity**" (or "**FMNC**"), which status shall be considered as a sub-category under Operational Parties (it being understood that, in the Interim Phase, this will be a sub-category of MRC Operational Parties), and grant it the same rights and obligations as any other Operational Party (MRC Operational Parties for the Interim Phase) to this Agreement, with the exception that the FMNC will, in deviation to Article 12, have no voting rights on Joint Operational Decisions or Regional Operational Decisions not affecting it. A FMNC can request to be granted all of the rights and obligations as any other Operational Party (MRC Operational Parties for the Interim Phase) to this Agreement by fulfilling the conditions set forth in Article 13. The FMNC at the time of entry into force of this Agreement are listed in Annex 10.

The terms and conditions for the transition from the Interim Phase to the Enduring Phase and the processes related thereto shall be decided upon by the JSC as Joint Operational Decision.

Such transition will have an impact on several provisions of the Agreement, which shall therefore distinguish between the regime applicable during the Interim Phase and that applicable during the Enduring Phase, respectively.

1.4 The Agreement is, at the time of its signature, composed of its main body and its Annexes listed below (which may be subdivided):

- Annex 1: Definition list
- Annex 2: MRC Operational Procedures
- Annex 3: MRC Change Control Procedure
- Annex 4: Rules of Internal Order (RIO)
- Annex 5: Parties' contact and invoicing details

- Annex 6: Cost sharing, monitoring and settlement
- Annex 7: Technical Readiness Definition
- Annex 8: Simulation Facility Service
- Annex 9: Accession Form
- Annex 10: List of Parties and their status

1.5 For the Enduring Phase, it is expected that the following Annexes will be updated via a Joint Operational Decision of the JSC pursuant to Article 25.1: Annex 2 (it being understood that such annex will be drafted based on evolved MRC operational procedures), and Annex 3.

1.6 Should differences and/or contradictions exist between the main body and any of the Annexes, the terms and conditions of the main body shall prevail. As an exception, in connection with SEC, it is expected that the JSC will adopt a new Annex pursuant to Article 25.1, which will prevail over provisions of the main body (such as, but not limited to, in terms of liability, etc) if stated so in such Annex.

1.7 The Parties which are parties to the MRC DAOA hereby agree to terminate the MRC DAOA which shall be replaced, among these Parties, by the terms and conditions of this Agreement as at the date of its entry into force, but without prejudice to any rights or obligations under the MRC DAOA which arise or accrue in respect of the period prior to such date of entry into force. Decisions validly taken under the MRC DAOA as reflected in the minutes of the MRC JSC shall remain in force and valid amongst MRC Parties during the Interim Phase. For the Enduring Phase, all Parties shall amicably and unanimously decide which decisions validly taken under the MRC DAOA as reflected in the minutes of the MRC JSC shall be applicable to all Parties for the Enduring Solution.

1.8 The Parties are informed that there are decisions taken under the Master Agreement on 4M Market Coupling which are valid for the 4MMC Parties during the Interim Phase.

For the Enduring Phase, considering the termination of the Master Agreement on 4M Market Coupling, all Parties shall amicably and unanimously decide which decisions validly taken under the Master

Agreement on 4M Market Coupling by the 4MMC SC shall be applicable to all Parties for the Enduring Solution.

MRC Parties have already disclosed the MRC Agreement and all decisions related to it to the 4MMC Parties and the 4MMC Parties will have disclosed their Master Agreement on 4M Market Coupling and all decisions related to it to the MRC Parties as soon as possible before the entry in force of this Agreement. The Parties shall furthermore keep each other informed about any new decisions taken until the start of the Enduring Phase.

If any contradictions between historical 4MMC and MRC decisions appear the most efficient decision shall prevail for example by taking into account their geographical scope.

Article 2–Definitions

The definitions used in this Agreement are set forth in Annex 1 or if relevant in the glossary set forth in Annex 2.

Article 3–Contractual Framework

3.1 For the Interim Phase, the contractual framework is structured as follows:

- The DAOA as general framework of cooperation between all the Parties in respect of the purposes set forth in Article 1;
- Between NEMOs only, the Nemo Only Agreements;
- Between TSOs only, the TSO Only Agreements;
- Between 4MMC Parties, the Master Agreement on 4M Market Coupling;
- Local Arrangements which contribute to the operation of the Single Day-Ahead Coupling by specifying or completing the general principles described in the Agreement.

3.2 For the Enduring Phase, the contractual framework is structured at least as follows:

- The DAOA as general framework of cooperation between all the Parties in respect of the purposes set forth in Article 1;
- Between NEMOs only, the Nemo Only Agreements;
- Between TSOs only, the TSO Only Agreements;
- Local Arrangements which contribute to the operation of the Single Day-Ahead Coupling by specifying or completing the general principles described in the Agreement.

3.3 The Parties shall ensure that all necessary Local Arrangements to further implement and elaborate the general framework set forth by the Agreement are in place, with the aim to have an efficient Single Day-Ahead Coupling.

3.4 Each Party shall, to the extent possible, ensure that any Local Arrangement it is or will be involved in or party to - that are either affected by the Single Day-Ahead Coupling or have impact on the Single Day-Ahead Coupling - are compliant with the terms and conditions of the Agreement, it being understood that this obligation only applies:

i) to the extent that purely operational matters as referred to in Annex 2 are concerned; and

ii) to the extent necessary for the purpose of and in the scope of the Agreement as set forth in Article 1. For the avoidance of doubt the foregoing implies e.g. that compliance is not required in respect of those provisions in the Local Arrangements (or part of it) that concern purely regional or local issues.

For any other elements in the Local Arrangements compliance is not required.

3.5 If the Parties involved in Local Arrangements notice that any of these arrangements is not in line with the terms and conditions of this Agreement as regards the matters referred to in Article 3.4, these Parties shall without delay notify in writing the JSC thereof stipulating the reasons for not being able to ensure that Local Arrangements are in line with this Agreement. Following such notification, the JSC shall try

to find the best reasonable solution with the least adverse consequences to the Single Day-Ahead Coupling.

3.6 For the avoidance of doubt, Article 3.4 and 3.5 do not apply to 4MMC Parties during the Interim Phase.

Article 4–Principles of Cooperation

4.1 **General**

4.1.1. The Parties shall cooperate in accordance with the terms and conditions of this Agreement, with the overall aim to facilitate the integration of the European electricity markets and the implementation of the purpose of the Agreement as set forth in Article 1.

4.1.2. Obligations of the Parties under this Agreement shall be Best Efforts obligations.

4.1.3. Given that the success of the Single Day-Ahead Coupling depends on the well-functioning of the different TSOs' and NEMOs' components on interactions between these components and on interactions between the Parties, the Parties shall cooperate actively in this respect with a view to realising the purposes as set forth above, especially in case of unexpected difficulty.

4.1.4. The Parties shall exercise their rights and obligations in good faith and shall adopt a fair and loyal treatment towards each other, bearing in mind the multilateral spirit of the Single Day-Ahead Coupling, according to which all Parties shall be treated in a non-discriminatory manner. In this respect, it is understood that any decision regarding the implementation of the Agreement shall be taken giving due consideration to any applicable Legal Provision (including, but not limited to, provisions regarding procurement of goods and/or services).

4.1.5. The Parties shall allocate their tasks in the most efficient manner, taking into account the core roles of the TSOs on the one hand, and of the NEMOs on the other hand, as set forth in CACM.

4.1.6. Each Party will exercise due care and attention with respect to competition law compliance for the entire duration of the Agreement.

4.1.7. The DA MCO Function Assets of the NEMOs are operated in compliance with CACM, the MCO Plan and related methodologies and on the basis of the principle of subsidiarity and decentralization, meaning that it aims at delivering a coordinated price coupling matching mechanism while respecting, the independence, autonomy and self-determination of any NEMO and the differing regulatory situations of each Member State and individual NEMO.

4.1.8. The TSOs undertake to take into account the legitimate interests of NEMOs in their capacity as responsible operators with obligations to provide fair, efficient and orderly markets including but not limited to objective assessment of the impact of new products/ modifications, including new TSO requirements consistently with the algorithm methodology and the change control procedure of the algorithm in accordance with CACM.

4.2 Cost efficiency

The Parties shall ensure cost efficiency and shall co-operate to avoid unnecessary costs and identify and implement efficient solutions. Parties shall ensure that costs are in line with CACM, more specifically costs shall be reasonable, efficient and proportionate.

4.3 Performance of the Parties

Each Party shall:

i) perform its obligations under this DAOA according to the requirements of this DAOA, all applicable laws and regulations, any specifications and requirements decided upon by the JSC, good practice and current professional standards, applicable for these type of obligations;

ii) use, where appropriate, suitable technology, materials and/or equipment including necessary backups and contingency plans and

trained and competent staff for the execution of its obligations under this DAOA;

iii) perform its obligations under this DAOA in the best interest of all Parties to achieve a well-functioning Single Day-Ahead Coupling;

iv) have the necessary license and authorisations to enter into this Agreement; and

v) have the knowledge, experience and human and technical competence necessary for the satisfactory performance of its obligations under this DAOA.

4.4 **Subcontracting or delegation**

4.4.1. A Party can only subcontract or delegate any of its obligations set forth in the Agreement, provided the conditions of article 81 CACM are complied with.

4.4.2. Any Party subcontracting or delegating any of its obligations set forth in this DAOA, shall remain fully responsible and liable towards the other Parties, in accordance with this DAOA, for the fulfilment of its obligations under this DAOA and shall ensure that each such subcontractor or delegate complies with the obligations of the sub-contracting or delegating Party under this DAOA.

4.4.3. To the extent the subcontracting or delegating concerns one of the essential activities in this Article 4.4.3 (a) and (b) the Party subcontracting or delegating its performance shall inform the other Parties in writing of the identity of the subcontractor or delegate, the scope of the subcontracting or delegation and of any practical implications of the subcontracting or delegation, unless such information has already been provided to the other Parties at the date of entry into force of this Agreement as set forth in Article 21. For the purpose of this Article, the following activities are deemed to constitute essential activities:

(a) operating the DA MCO Function and

(b) operating the TSO systems involved in pre- or post-coupling.

Article 5–Responsibilities

5.1 Roles and responsibilities of the TSOs on the one hand and NEMOs on the other hand, shall be compliant with those set forth in CACM.

5.2 NEMOs shall develop, maintain and operate or procure the operation of the DA MCO Function in accordance with CACM, the MCO Plan and applicable methodologies. The NEMOs will be responsible for the implementation of change requests and R&D for the Algorithm in accordance with the decisions of the JSC under the DAOA and the provisions of Article 5.5.

5.3 Each NEMO is responsible for operating locally, or procuring the local operation of, the DA MCO Function, and for its own systems, business processes, trading regulations and agreements with market participants concerned by or involved in the Single Day-Ahead Coupling as well as its own systems or mechanisms needed for settlement and clearing.

5.4 Each TSO is responsible for its own systems and business processes concerned by or involved in the Single Day-Ahead Coupling.

5.5 TSOs and NEMOs shall jointly organize and agree, via the JSC, on change requests and on the R&D for the Algorithm and approve jointly the related budgets.

Article 6–Daily Operations

6.1 Provisions relating to operations of the Single Day-Ahead Coupling, such as but not limited to this Article 6, only apply to Operational Parties. A list of Operational Parties (and of other categories of Parties) is set forth in Annex 10.

6.2 During the Interim Phase, the MRC Operational Parties shall comply with the MRC operational procedures detailed in Annex 2 (with gate closure time at 12:00 CET), and the 4MMC Operational Parties shall comply with the operational procedures set forth in the Master Agreement on 4M Market Coupling (with gate closure time at 11:00 CET).

6.3 During the Enduring Phase, the Operational Parties shall comply with the SDAC operational procedures set forth in Annex 2 (as updated

pursuant to Article 1.5, it being understood that gate closure time will be harmonized at 12:00 CET).

6.4 Without prejudice to Articles 3.4 to 3.6, detailed local procedures shall be defined in the Local Arrangements.

6.5 During the Interim Phase, in order to become a MRC Operational Party the relevant Non-Operational Party shall comply with the provisions set forth in Annex 7.

6.6 During the Interim Phase in order to become a 4MMC Operational Party the relevant Non-Operational Party shall comply with the relevant provisions set forth in the Master Agreement on 4M Market Coupling.

6.7 During the Enduring Phase, in order to become the Operational Party, the relevant Non-Operational Party shall comply with the provisions set forth in Annex 7.

Article 7–Firmness

TSOs shall ensure that capacities are firm as stipulated in article 70 and 72 of CACM and any other applicable regulation as the case may be.

Article 8–Harmonization of maximum and minimum clearing prices

Harmonization of maximum and minimum clearing prices shall be handled in accordance with relevant regulation, such as articles 7 and 41 of CACM and the methodology proposed by the NEMOs and approved by the NRAs or ACER if applicable pursuant to article 41 of CACM. NEMOs can change the maximum and minimum clearing prices subject to Annex 3. NEMOs shall assess the need to change the maximum and minimum clearing prices and provide feedback regarding this to the TSOs.

Article 9–Change Control Procedure

9.1 During the Interim Phase, the MRC Parties shall comply with the MRC Change Control Procedure as set forth in Annex 3, while 4MMC Parties shall comply with the change control procedure organized under the

Master Agreement on 4M Market Coupling. In respect of Requests for Change that have an impact for both 4MMC and MRC, MRC Change Control Procedure and the 4MMC Change Control Procedure include provisions (including identical decision tree/flow chart and process, which provides guidance on handling and approving it as SDAC change) to jointly manage such Requests for Change. All such Requests for Change shall be approved by both 4MMC Parties and MRC Parties.

9.2 During the Enduring Phase, the Parties shall comply with the SDAC Change Control Procedure set forth in Annex 3 (as updated pursuant to Article 1.5).

Article 10–Simulation Facility Services

The terms and conditions of the Simulation Facility Services are described in Annex 8.

Article 11–Data Ownership and Intellectual Property Rights

11.1 General

11.1.1. Each Party (or subset of Parties) shall remain the exclusive owner of its own Intellectual Property Rights.

11.1.2. Unless otherwise specified under the Agreement, the disclosure, access or use of developments, data or Confidential Information pursuant to the Agreement shall not affect the ownership of any Intellectual Property Rights, nor is to be construed as granting any right (such as license), express or implied, on or in connection with any Intellectual Property Rights on such development, data and/or Confidential Information, between the Parties or towards any third party.

11.1.3. Except for the purpose of publishing data as allowed under this Article 11, Article 20 shall apply to the developments made and data used or exchanged pursuant to this Article 11.

11.2 Developments

11.2.1. No works, documentation or information shall be developed jointly by the Parties in the framework of the Single Day-Ahead Coupling

other than (i) the Agreement including its Annexes (except, for the Interim Phase, Annex 2 and Annex 3) or (ii) works, documentation or information the JSC has decided to develop jointly. Works, documentation and information developed jointly by the Parties shall be jointly owned by all Parties.

11.2.2. The Parties acknowledge that the regional procedures which are not part of this Agreement are owned by a subset of the Parties and not by all the Parties to this Agreement. In respect of these regional procedures, Parties agree that the owners of these regional procedures shall have sole discretion with respect to the disclosure of these regional procedures and are not required to obtain prior approval from the other Parties which are not the owners for the disclosure of these regional procedures.

11.2.3. Rights with respect to the DA MCO Function Asset are governed by the MCO Plan and the PCR Co-ownership Agreement.

11.3 **Data**

11.3.1. Exchange market data, i.e. aggregated data relating to the orders submitted to a NEMO's trading system, the supply and demand curves, anonymous block order lists, the market clearing price and market clearing volume and related indices, and also Historical Data shall remain the exclusive property of the NEMOs concerned.

11.3.2. Data generated by the TSOs in respect of available Cross-Zonal Capacities (and optional Allocation Constraints) remain the exclusive property of the relevant TSOs.

11.3.3. The NEMOs grant the TSOs an unrestricted free right to use and exploit, publish and provide to any third person NEMO data relating to available Cross-Zonal Capacities coming out of the DA MCO Function (net positions, shadow prices or any flows). Given the potentially sensitive nature of these data, NEMOs acknowledge and agree that they shall not use or exploit such data for external purposes nor shall they publish this data, nor will they provide this data to any third person without the prior authorization of all concerned TSOs, such consent not to be unreasonably withheld,

conditioned or delayed, and such authorisation not to be required in case such publication is already part of existing practice and/or agreement.

The concerned NEMO grants to the TSOs a free right to use the Market Coupling Results limited to internal purposes, and any other use according to Local Arrangements agreed by the relevant Parties, such agreement not to be unreasonably withheld, conditioned or delayed by the concerned NEMO.

This agreement does not affect any current usage of this market price data by TSOs (e.g. for settlement, imbalance pricing, settlement of long term capacities (PTR/FTR), publishing and other TSOs' legal and regulatory obligations), it being understood that by current usage is meant the usage at 22 April 2014, in each respective Region.

11.4 Subject to terms agreed in the PCR Co-ownership Agreement, the DA MCO Function Assets Co-owners shall grant for free each TSO, on its request, a license in respect of the DA Price Coupling Algorithm under agreed terms and conditions. Such license will provide for disclosure of the Confidential Information, under strict conditions of confidentiality and such information may only be used for TSO internal purposes, which shall include but not be limited to further developments. In granting this license, DA MCO Function Assets Co-owners may however charge the TSOs for reasonable and documented support.

11.5 **Data publication**

11.5.1. Without prejudice to Article 11.4:

i) The Parties are entitled individually to publish their own data linked to Single Day-Ahead Coupling.

ii) The publication of other data linked to Single Day-Ahead Coupling shall be dealt with in either this Agreement, Local Arrangements, NEMO Only Agreements or TSO Only Agreements (including service agreements as the case may be).

11.5.2. Without prejudice to Article 11.3.3. and 11.5.1, each TSO agrees and undertakes, up to the receipt of the Global Final Confirmation sent by the NEMOs, that neither it, nor its officers, employees, agents delegates or subcontractors, will forward or publish any price information included in the Market Coupling Results or use such price information otherwise than for the purposes of validation of Scheduled Exchanges and/or Congestion Revenue calculations. In addition, in case of breach, the NEMOs or any individual NEMO is entitled to demand, with immediate effect, a change of the TSO's data handling processes for the purpose of result validation in such a way that the data concerned is no longer at risk. The TSOs shall not unreasonably object to such demand.

11.5.3. For the avoidance of doubt, during the Interim Phase, publication of 4MMC values are dealt with in the Master Agreement on 4M Market Coupling for 4MMC.

Article 12 –Governance

12.1 The governance of the Single Day-Ahead Coupling under the Agreement shall be carried out by the Parties by means of the Joint Steering Committee ("**JSC**"), which is the main decision-making body, comprising representatives of the Parties with all necessary power and authority to take decisions binding upon their respective entity as far as the Single Day-Ahead Coupling is concerned, in accordance with Annex 4.

The JSC is empowered to discuss and decide on any matter related to the operation and adaptations of the Single Day-Ahead Coupling and any other matter for which it is expressly made competent pursuant to any other provision of the Agreement, in accordance with the RIO of the JSC, as set forth in Annex 4.

On an exceptional basis, governance can also be carried out by the High Level Meeting ("**HLM**") being the governance body comprising the Parties' chief executive officers or any other representative of a Party at executive level with all necessary power and authority to take decisions binding upon their respective entity concerning any aspect of the Single Day-Ahead Coupling. The HLM shall, only as a last resort, deal with

questions where the JSC cannot come to a decision as provided by in this Article 12 and is the escalation body in case of deadlock at JSC level.

12.2 The JSC has the authority to create sub committees or working groups, which may be granted delegated authority by the JSC. In such event, the JSC determines the composition and the modalities of the functioning of such subcommittee or working group. The working groups may require beside the participation of TSOs and NEMOs, also the participation of the service provider.

12.3 At least the following listed subcommittees shall be effective at the date of entry into force of this Agreement, for the Interim Phase:

- The MRC Operations Committee (MRC OPSCOM): The JSC delegates powers to the MRC OPSCOM as defined under the RIO of the MRC OPSCOM set forth in Annex 4;
- The MRC Incident Committee: The MRC Incident Committee performs the tasks as defined under the RIO of the MRC Incident Committee set forth in Annex 4;
- The 4MMC OPSCOM and the 4MMC Incident Committee, as further set forth in the Master Agreement on 4M Market Coupling.

12.4 At least the following listed subcommittees shall be effective as of the transition to the Enduring Phase:

- The Operations Committee (OPSCOM): The JSC delegates powers to the OPSCOM as defined under the RIO of the OPSCOM set forth in Annex 4;
- The Incident Committee: The Incident Committee performs the tasks as defined under the RIO of the Incident Committee set forth in Annex 4.

12.5 Decisions of the HLM and of the JSC, and of any new decision making bodies created pursuant to Article 12.2 on the subjects for which they are empowered as described in the Agreement, shall be taken by unanimity in accordance with the RIO by the respective Voting Members and shall be binding on all Parties. Each Party shall have one (1) vote.

For the avoidance of doubt, decisions to be taken under article 9 CACM are not governed by this Article 12.5.

All Voting Members shall be duly represented at all JSC meetings.

Parties shall exercise their voting rights in the HLM and JSC in accordance with Article 4.1.4. Except in case of non-compliance with Article 4.1.4 of the Agreement, the fact that the HLM and/or JSC cannot make a unanimous decision cannot be considered as a breach of the contract, and therefore not be basis for any legal dispute or proceeding (litigation or arbitration). In the event of deadlock of the JSC or HLM, it may respectively decide to apply mutatis mutandis Article 26.6 i) and ii) and 26.7.

12.6 **Voting Members**

12.6.1. The rules below set forth which Party shall be considered as parties who can vote at a meeting of the JSC, the HLM, or of any other body created by the JSC pursuant to Article 12.2 (the "**Voting Members**").

12.6.2. In the Interim Phase, any decision to be taken by the Voting Members shall fall under one of the following categories:

i) "**Joint Governance and Development Decisions**" shall refer to any decision in the context of the Agreement with the exception of Joint Operational Decisions and Regional Operational Decisions. Such Joint Governance and Development Decisions shall include but not be limited to organizational decisions, approval/changes of common costs, budget, contracts, communications, requests for change related to new features, changes/development of assets. With respect to Joint Governance and Development Decisions all Parties shall be considered as Voting Members; and

ii) "**Joint Operational Decisions**" shall refer to decisions or actions affecting day to day operations of the DA MCO Function Assets (such as but not limited to go-live date of new releases, maintenance/bug fixing, etc.). With respect to Joint Operational

Decisions, all Operational Parties shall be considered as Voting Members; and

iii) "**Regional Operational Decisions**" shall refer to decisions or actions taken in the day to day operation of the Single Day-Ahead Coupling, needed for the well-functioning of the operations and/or having an impact on such operations, such as but not limited to incident management, operational procedures amendments, real time decisions, go-live of a new border in either MRC or 4MMC, etc. With respect to Regional Operational Decisions, only the following Parties shall respectively be considered as Voting Members:

- For MRC, only MRC Operational Parties, it being understood that these decisions will be governed by this Agreement
- For 4MMC, only 4MMC Operational Parties, it being understood that these decisions will not be governed by this Agreement but by the Master Agreement on 4M Master Coupling

In the event that a Regional Operational Decision has or is likely to have a material adverse effect on the interests of all the Parties of the other region, these Parties shall be jointly entitled to raise their concerns in respect of such decision to the JSC which will then discuss it in good faith.

12.6.3. In the Enduring Phase, the same rules shall apply, although the Regional Operational Decisions category will no longer be applicable.

12.6.4. All Parties may participate in the discussions and vote for Joint Governance and Development Decisions of the OPSCOM in the context of the Agreement. Only Operational Parties may vote for Operational Decisions of OPSCOM in accordance with Annex 2 (it being understood that all Parties are entitled to participate in the discussions). For the avoidance of doubt, the foregoing is without prejudice to the right of each Party to submit a Request for Change in accordance with Annex 3.

12.6.5. In the Interim Phase, only MRC Operational Parties may attend the MRC Incident Committee in accordance with Annex 2, while in the Enduring Phase all Operational Parties may attend the Incident Committee.

12.7 Protection of the interests of the Non-Operational Parties

12.7.1. In the event that a decision of the Operational Parties made pursuant to Article 12.6.2. ii) and iii) has or is likely to have a material adverse effect on the interests of one or more Non-Operational Party(ies), the affected Non-Operational Party(ies) shall be entitled to raise its/their concerns in respect of such decision to the JSC. In such event the affected Non-Operational Party(ies) shall submit a written notice to the JSC within five (5) Working Days from the date on which the Operational Parties' decision was made available to the Non-Operational Party(ies), together with an explanation of the alleged material adverse effect. In case more than one Non-Operational Party is affected, the notice can be submitted jointly.

12.7.2. Operational Parties shall have the obligation to consider in good faith the concerns raised by the affected Non-Operational Party(ies) pursuant to Article 12.7.1. In deviation from Annex 4, the JSC must meet within four (4) Working Days from the date of receipt of the written notice to resolve the objection against the escalated decision. Any decision in the matter shall be made unanimously among all Operational Parties in the JSC and the Non-Operational Party(ies) in the JSC who submitted the notice pursuant to Article 12.7.1. Should the JSC not solve the escalated decision in such meeting, the escalated decision shall be subject to Article 26. The disputed decision can only be suspended until the Dispute is solved if the JSC unanimously agrees to suspend the decision. Decisions in respect of incident resolution can never be suspended. The foregoing is without prejudice to the not affected Non-Operational Parties' right to attend the JSC and HLM meetings.

12.7.3. The Parties agree that an Joint Operational Decision or a Regional Operational Decision will be deemed, inter alia, to have a material

adverse effect on the interests of the Non-Operational Parties in the following cases:

[redacted]

Article 13–Accession

13.1 Any NEMO or TSO within the scope of application of CACM that did not sign the Agreement at its entry into force, as determined by Article 21, is entitled to become a Party to the Agreement through accession by signing the Accession Form included in Annex 9 without any further condition, except for the obligation for the acceding Party to:

i) pay its share of the historical costs (if any) as mentioned in Annex 9;

ii) adhere to or put in place all other agreements or arrangements required for a NEMO respectively a TSO to be able to perform its obligations under the Agreement.

13.2 Any power exchange or TSO outside the scope of application of CACM can become a Party, subject to a JSC decision (such decision not to be unreasonably withheld, conditioned or delayed), to the Agreement through accession by signing the Accession Form included in Annex 9 of the Agreement only if:

i) this is foreseen by CACM;

ii) the acceding Party complies with legal or regulatory requirements (e.g. an intergovernmental agreement with the EU), if any, to enter into the Agreement;

iii) the relevant NRA(s) or other competent authority(ies) (both from the perspective of the Parties and of the power exchanges or TSOs requesting the accession) approve the accession or did not object to the accession;

iv) a roadmap to join the Single Day-Ahead Coupling operation on a midterm basis has been agreed by the Parties and the acceding Party;

v) the acceding Party pays its share of the historical costs (if any) as mentioned in Annex 9; and

vi) it has adhered to or has put in place all other agreements or arrangements required for a NEMO respectively a TSO to be able to perform its obligations under the Agreement.

13.3 The NEMO, power exchange or TSO that has acceded to the Agreement pursuant either to Article 13.1 or 13.2 shall start as a Non-Operational Party.

Article 14–Observer status

14.1 Any NEMO, power exchange or TSO, either within or outside the scope of application of CACM, can, upon written request to the JSC, be granted the status of Observer for the purpose of acceding at a later stage to the Agreement, either by:

i) a JSC decision acknowledging the Observer status in case of a NEMO or TSO within the scope of application of CACM, provided the non-disclosure agreement mentioned in Article 14.2 is signed (such non-disclosure agreement being the only condition required); or

ii) a decision of the JSC, if the power exchange or TSO requesting the status of Observer has its registered office in a third party country outside the scope of application of CACM, in which case the JSC can subject the status of Observer to further conditions to the extent compatible with applicable Legal Provisions or intergovernmental agreements in addition to the signing of the non-disclosure agreement mentioned in Article 14.2.

14.2 The granting of the status of Observer is subject to the signature of the Global NDA or of a confidentiality agreement with substantially similar

terms and conditions as the Global NDA by the NEMO, power exchange or TSO requesting the status of Observer.

14.3 The NEMO, power exchange or TSO that has been granted the status of Observer may be granted access to certain documentation on the Single Day-Ahead Coupling as decided from time to time by the JSC and may be entitled to participate to certain meetings as decided by the JSC. For the avoidance of doubt an Observer has no voting rights.

Article 15–Cost sharing, monitoring and settlement

Cost sharing, reporting, settlement and invoicing, and, as the case may be, recovery under this Agreement shall be done in accordance with CACM and the details set forth in Annex 6.

Article 16–External communication

16.1 **Scope**

Without prejudice to (i) Article 20, (ii) Regulation (EU) No 1227/2011 of the European Parliament and of the Council of 25 October 2011 on wholesale energy market integrity and transparency, and (iii) Commission Regulation (EU) No 543/2013 of 14 June 2013 on submission and publication of data in electricity markets, the principles under this Article 16 shall apply to external communication in all forms relating to any subject in the framework of this Agreement or related to Single Day-Ahead Coupling.

The Parties may deviate from this Article 16 only if necessary to comply with applicable mandatory laws and regulations.

16.2 **General Principle**

The Parties shall be free to express written or oral positions or opinions about all Single Day-Ahead Coupling related matters in their own name, provided that they do not prejudice or negatively affect the collective and/or individual interests or the reputation of the other Parties.

The Parties shall not express positions or opinions in the name of one or more other Party(ies) unless they have been explicitly mandated to do so in writing.

The Parties shall communicate at all times correct and accurate information.

In the event a communication by a Party does not comply with this Article, the other Parties are entitled to request such Party to publicly correct its communication, without prejudice to any other rights or remedies under this Agreement or by law (such as but not limited to its right to claim compensation in accordance with Article 23). Upon receipt of such valid request, such Party shall forthwith correct its communication publicly in accordance with the request.

16.3 **Joint Communication**

16.3.1. The JSC shall decide on the channel via which joint communications (i.e. communications made by or in the name of all the Parties) are made to the public and to the market participants. Each joint communication shall bear a common Single Day-Ahead Coupling logo, if available. Joint communications shall only take place after approval by the JSC of the content of the communication. The JSC shall also agree, for any joint communication, on the date and hour at which the joint communication is effective.

16.3.2. The Parties shall communicate jointly on, at least, the following events:

- major incidents regarding the Single Day-Ahead Coupling
- Single Day-Ahead Coupling operation suspensions or interruptions;
- extension of Single Day-Ahead Coupling to other countries or region;
- Exit of (a) Party(ies);
- termination;

- other events for which a joint communication is judged necessary by the JSC.

16.3.3. Moreover, during the Interim Phase, for MRC related matters, Articles 16.3.1 and 16.3.2 shall apply mutatis mutandis for MRC Parties, whereas the communication for 4MMC related matters is governed by the Master Agreement on 4M Market Coupling.

16.3.4. Operational communication messages are dealt with in the relevant procedure set forth in Annex 2 (and, for the Interim Phase, in the relevant procedure under the Master Agreement on 4M Market Coupling for 4MMC).

16.3.5. A Party may communicate individually to third parties on the issues which are subject to joint communication if such individual communication is urgently needed.

Article 17–Voluntary Exit / Forced Exit / Suspension Single Day-Ahead Coupling

17.1 In the Agreement, the term "**Exit**" shall mean the event in which a Party terminates on its own initiative its participation to the Agreement in accordance with Article 17.2 or the event in which the concerned Party is excluded from the participation to the Agreement in accordance with Article 17.3, and the verb "to Exit" is to be construed accordingly.

17.2 **Voluntary Exit**

17.2.1. One or more Party(ies) may exit from this Agreement (hereinafter, the "**Exiting Party**") at any time, whatever the reasons for its exit, whether legal, regulatory or any others without any court intervention and without any compensation being due for the exit, without prejudice to any outstanding payment obligations under this Agreement.

17.2.2. The Exiting Party shall notify the JSC of its wish to exit the cooperation. The JSC cannot refuse the Exit of the Exiting Party. The JSC shall meet within two weeks after the notification from the Exiting Party in order to assess the Exit Plan of the Exiting Party according to Article 17.5.2. The consent of the Exiting Party shall be required with respect to the approval of the Exit Plan. In particular,

the JSC shall assess the timescales within which the Exit shall occur. Except if decided otherwise by the JSC, with the consent of the Exiting Party, the following timescales shall apply by default:

i) in the event of Force Majeure, subject to Article 24.6;

ii) in the event of Hardship, in case of failure to reach an agreement with regard to the modification of the Agreement according to Article 25.3, subject to three (3) months as from the notification of the Exiting Party;

iii) in the event of change due to regulatory reasons, in case of failure to reach an agreement with regard to the modification of the Agreement according to Article 25.2, subject to three (3) months as from the notification of the Exiting Party;

iv) in the event of a Dispute as set forth in Article 26.3 & 26.4. of this Agreement, where such Dispute is not related to Article 25.2 or Article 25.3, subject to three (3) months as from the notification of the Exiting Party;

v) to the extent compatible with applicable law, in the event of bankruptcy or any other insolvency proceeding, dissolution or liquidation of such Exiting Party upon one (1) month as from the notification of the Exiting Party;

vi) in the event of an order of competent regulatory, administrative or judicial authorities to end the participation of a Party to the Single Day-Ahead Coupling, upon one (1) month from the notification of the Exiting Party;

vii) in the event of exit of the Exiting Party from its relevant Local Arrangements upon three (3) months from the notification of the Exiting Party;

viii) in the event of full termination of all the Exiting Parties from their relevant Local Arrangements upon three (3) months from the notification sent by the steering committee of such region; and

ix) in all other cases, upon twelve (12) months as from the notification of the Exiting Party.

Should any of the above terms be shortened due to an applicable Legal Provision, this shortened term shall apply.

17.3 **Forced Exit / Suspension**

Without prejudice to Article 26, a Party's rights and obligations under the Agreement may be suspended or a Party may be forced to Exit the Agreement, without any court intervention, if decided so by the JSC in consultation with the relevant NRAs and with an effective date and duration as decided by JSC (it being understood that the concerned Party will be able to defend its case but not take part to the vote on its Exit or suspension) in the following circumstances:

[redacted]

Without prejudice to Article 26, the consequences of the suspension and any forced Exit shall be decided by the other Parties than the Party concerned by the suspension or forced Exit, in consultation with the relevant NRAs. The consequences will be laid down in the Exit Plan.

For the avoidance of doubt dispute settlement does not affect the effectiveness of the JSC decision. However the JSC (it being understood that the concerned Party will not take part to the decision in this respect) may decide to suspend the decision under this Article 17.3 in case of dispute settlement (Article 26).

17.4 **Exit as a consequence of its Member State exiting the EU/EEA**

In the event a Party intends to Exit the Agreement as a consequence of its Member State withdrawing from the European Union or European Economic Area (e.g. such as Brexit), the following principles shall apply:

1) the Exiting Party shall give, at least three (3) months prior notice to the JSC of such Exit;

2) Upon receipt of such notice the exiting Party shall be released from its obligations under this Agreement as of the date the Exit becomes effective;

3) The Exiting Party shall continue to remain responsible for its share of payment obligations up to the date of Exit (meaning its share of all costs – operational and development – including costs that were invoiced prior to the date of Exit, even though the due date of such invoices might be after the date of Exit). For the avoidance of doubt, the Exiting Party shall not be responsible for any future payment obligations after such date of Exit. A final invoice shall be raised setting out such payment obligations immediately after the date of Exit and shall become payable by the Exiting Party thereafter.

4) For the avoidance of doubt, Article 17.5 shall continue to apply but the Exit Plan should in no way change the date of Exit as set out in sub paragraphs 1) and 2) above, nor impact any of the financial provisions hereunder.

17.5 **Exit Plan and Consequences of Exit**

17.5.1. In case of an Exit, the remaining Parties shall ensure as reasonably as possible the continuity of the Single Day-Ahead Coupling.

17.5.2. In such case, the JSC shall define an exit plan, setting forth the actions and measures to be taken to ensure continuity (the "**Exit Plan**"). The Exit Plan shall take into account the consequences of the Exit, including, but not limited to, the following:

- assessment of the changes to be taken, for pursuing the Single Day-Ahead Coupling without the Exiting Party(ies) or, as the case may be, without the Region(s) of the Exiting Party(ies);

- assessment of cost related to such Exit and recovery thereof;
- continuity of the Single Day-Ahead Coupling shall be ensured as reasonably as possible; and
- Exit shall be as smooth as possible, with the aim of reducing the risk of possible disruptions for the remaining Parties.
- the concrete date on which the Exit shall become effective, according to the abovementioned timescales.

The Exiting Party shall, in accordance with this Exit Plan, assist the remaining Parties to enable continuity of the Single Day-Ahead Coupling and to enable migration of the services it performs or the documentation/information it provides.

17.5.3. The Exiting Party shall in no event object to the solutions implemented by the remaining Parties to ensure the continuity of the Single Day-Ahead Coupling, including the granting of rights on any joint asset to any new party appointed to take over the services performed by the Exiting Party.

17.5.4. Until the Exit becomes effective, the Exiting Party shall have the right to vote on all matters having financial impact on itself and/or all matters related to daily operations on the agenda of the JSC or of other committees. For other matters, the Exiting Party shall not be entitled to vote unless the JSC decides otherwise or unless the vote has direct consequences for the Exiting Party.

17.5.5. As of the date on which the Exit has become effective as determined in the Exit Plan in accordance with Article 17.5.2, any co-owned (Intellectual Property) (R)rights of the Exiting Party pertaining to joint developments or any right of the Exiting Party to use data and systems under the Agreement and the jointly owned developments, shall automatically terminate for such Exiting Party, it being understood that any share in co-ownership rights shall automatically be retransferred in equal parts to the remaining Parties without any compensation being due.

17.5.6. In case of Exit, all Parties are authorized to communicate about this Exit with their NRA (and ACER as the case may be) without this constituting a breach confidentiality.

[redacted]

Article 19–Regulatory aspects and handling of requests from competent authorities

19.1 In cases where (a) request(s) from competent authority(ies) concerning or falling in the scope of the Agreement and affecting the other Parties, is/are received by one or several Parties, the Party(ies) shall inform the other Parties of the content of such request(s).

19.2 A Party shall cooperate to respond adequately, consistently and promptly to a request for information another Party receives from any competent authority (administrative, judicial or other) in relation to the Agreement or to the Single Day-Ahead Coupling including when such request for information relates to several Parties. In such event the relevant Party shall provide the other Party(ies) upon its/their request with the relevant information it detains subject to the application of the

relevant provisions of Article 20. A Party may object to providing information or narrow down the information to be provided to the extent the authority requesting the information has no competence over such Party.

19.3 Should a request from competent authority(ies) lead to the need to amend the Agreement, Article 25.2 shall be applicable. In case such request leads to a change as defined in Annex 3, this Annex 3 applies.

19.4 In case a Party would like to align in the JSC on a request from (a) competent authority(ies) concerning or falling in the scope of the Agreement and affecting the other Parties, the JSC shall, at request of such Party, discuss the point as soon as possible.

Article 20–Confidentiality

20.1 **Confidential Information**

For the purpose of this Article, the term "**Confidential Information**" means any information whether or not marked as confidential exchanged between the Parties in the context of this Agreement in any form whatsoever (verbal, written, electronic or other), such as, but not limited to, technical, financial, commercial, testing and/or operating data as well as the content of this DAOA.

20.2 **Non-Disclosure of Confidential Information**

20.2.1. The Receiving Party(ies) shall not:

(i) disclose, convey or transfer to any third party Confidential Information in any form whatsoever without the express, prior written consent (including email) of the Disclosing Party(ies);

(ii) use the Confidential Information in any way or for any purpose other than the Permitted Purpose unless such other use is previously and specifically authorised in writing (including email) by the Disclosing Party(ies);

(iii) incorporate Confidential Information into data, documents, databases, or any other medium save to the extent necessary for the Permitted Purpose unless the Disclosing Party(ies)

gives its prior written explicit consent (including email) to this incorporation; and/or;

(iv) copy nor reproduce Confidential Information in any form whatsoever except as may be strictly necessary for the Permitted Purpose.

20.2.2. By derogation to Article 20.2, the Receiving Party(ies) is (are) entitled to disclose Confidential Information in the following limited exceptional situations:

(i) if it demonstrates to the satisfaction of each Disclosing Party by written evidence that the information was known to it prior to the disclosure, through no breach of a confidentiality obligation towards each Disclosing Party. The concerned Disclosing Party(ies) shall, within seven (7) Working Days, inform the Receiving Party(ies) that it may disclose the Confidential Information on the basis of this Article 20.2.2. (i). Upon expiry of this time limit, the consent of the concerned Disclosing Party(ies) to the disclosure shall be deemed as granted;

(ii) if it demonstrates to the satisfaction of each Disclosing Party by written evidence that the Confidential Information has come into the public domain through no fault or negligence of the Receiving Party(ies). The concerned Disclosing Party(ies) shall, within seven (7) Working Days, inform the Receiving Party(ie)s that it may disclose the Confidential Information on the basis of this Article 20.2.2 (ii). Upon expiry of this time limit, the consent of the concerned Disclosing Party(ies) to the disclosure shall be deemed as granted;

(iii) in the event the disclosure is required by law or by a competent authority provided that the conditions of Article 20.4 are fulfilled;

(iv) in the event of disclosure to its Internal Representative(s) and/or to its External Representative(s) provided that the following conditions are met:

(a) the Internal Representative or External Representative has a definite need to know such information for the execution of its assignment which must be related to the Permitted Purpose;

(b) the Internal Representative or an External Representative is informed by the Receiving Party(ies) of the confidential nature of the Confidential Information;

(c) the Internal Representative or an External Representative is bound to respect the confidential nature of the Confidential Information under terms at least equivalent to the terms of this Agreement;

(d) the Receiving Party(ies) has sufficient procedures and protections in place in order to enforce and maintain confidentiality and prevent any unauthorised use and/or disclosure of such Confidential Information by its Internal and/or External Representatives to whom Confidential Information is disclosed; and

(e) the Receiving Party shall remain fully liable (subject to the liability rules further set forth in Article 20.5 of this Agreement) in case of breach by its Internal and/or External Representatives.

For the avoidance of doubt, the Parties confirm that the Disclosure of Confidential Information in the circumstances foreseen under this Article does not affect the confidential character of the Confidential Information so exchanged.

In the event of doubt as to the fulfilment of the conditions under which Confidential Information may be disclosed pursuant to this Article 20.2.2, Confidential Information shall not be disclosed.

20.2.3. The Receiving Party(ies) shall:

(i) immediately notify the Disclosing Party(ies) in writing (including e-mail) in the event of any unauthorised use or disclosure of the Confidential Information and take all reasonable steps to mitigate any harmful effects the

Disclosing Party(ies) may sustain or incur as a result of such a breach of this Agreement;

(ii) at the first written request of a Disclosing Party, immediately, and in any case no later than ten (10) Working Days after receipt of the written request (including e-mail) return and/or destroy at the choice of the Receiving Party(ies) all Confidential Information received in the framework of this Agreement except in cases of Article 20.2.2 (i) to Article 20.2.2 (iii) and except that a copy may be kept:

(a) in the event of a national mandatory statutory law obligation incumbent on the Receiving Party(ies) to transfer its archives, including Confidential Information, to the state archives, from which it cannot deviate;

(b) if necessary to comply with mandatory record-keeping obligations (i.e. obligations set up by national law and/or EU law) incumbent on the Receiving Party(ies) from which it cannot deviate; or

(c) if the destruction of automatically generated back-up files would involve a disproportionate effort provided that the content of these back-up files is not disclosed to any person and the Receiving Party(ies) undertake(s) to destroy all back-up files in the routine deletion of back-up files.

Furthermore, the Receiving Party(ies) shall inform the Disclosing Party(s) in writing if it intends to invoke any of the exceptions listed above under (a) to (c) and demonstrate to the satisfaction of each Disclosing Party that the conditions of the relevant exception are met.

(iii) indemnify the Disclosing Party(ies) in accordance with Article 20.5 of this Agreement.

20.2.4. The Receiving Party(ies) shall take all necessary and appropriate measures and procedures to enforce and maintain the protection of Confidential Information and to prevent any disclosure of it.

20.3 Return or destruction of Confidential Information

20.3.1. In case of termination of this Agreement, the Receiving Party(ies) shall return the Confidential Information to the Disclosing Party(ies) or destroy it, except that a copy may be kept:

(i) in the event of a national mandatory statutory law obligation incumbent on the Receiving Party(ies) to transfer its archives, including Confidential Information, to the state archives, from which it cannot deviate;

(ii) if necessary to comply with mandatory (i.e. obligations set up by national law and/or EU law) record-keeping obligations incumbent on the Receiving Party(ies) from which it cannot deviate; or

(iii) if the destruction of automatically generated back-up files would involve a disproportionate effort provided that the content of these back-up files is not disclosed to any person and the Receiving Party(ies) undertake(s) to destroy all back-up files in the routine deletion of back-up files.

20.3.2. In case of destruction, the Receiving Party(ies) shall confirm the destruction of the Confidential Information in writing (including emails). Furthermore, the Receiving Party(ies) shall inform the Disclosing Party(ies) in writing if it (they) intend(s) to invoke any of the exceptions listed in Article 20.3.1 (i) to (iii) and demonstrate to the satisfaction of each Disclosing Party that the conditions of the relevant exception are met.

20.4 Disclosing to authorities under applicable laws and regulations

20.4.1. If the Receiving Party(ies) is (are) requested to disclose all or any part of the Confidential Information pursuant to an applicable law or regulation or pursuant to a valid and effective order issued by a competent court or by a competent regulatory, administrative or other governmental body or pursuant to the rules of a recognised investment exchange or if the Receiving Party(ies) consider(s) itself (themselves) to be under a legal obligation to disclose all or part of the Confidential Information it (they) may disclose Confidential

Information provided that in such case the Receiving Party(ies) shall, to the extent possible:

(i) immediately and in any case prior to proceeding with any disclosure, notify the Disclosing Party(ies) of the existence, terms and circumstances surrounding such request or legal obligation;

(ii) consult with the Disclosing Party(ies) on the advisability of taking available legal steps to resist or narrow such request or legal obligation and/or permit the Disclosing Party(ies) to take such legal steps itself, and exercise its Best Efforts to agree with them on the content and form of the Confidential Information to be disclosed; and

(iii) if disclosure of such Confidential Information is required, use its (their) Best Efforts to obtain an order or other reliable assurance, if such order or reliable assurance can be obtained, that confidential treatment shall be accorded to such portion of the Confidential Information to be disclosed.

20.4.2. The Parties are aware of the fact that certain Party(ies) in the Czech Republic, Denmark, Finland, Norway, Romania, Slovak Republic, Slovenia and Sweden; are subject to acts relating to the right of access by the public, under certain conditions, to documents held by public authorities and public undertakings (so-called "freedom of information acts") or to the legal obligation of publishing all relevant documents named by particular national legislation (so called "act on registration of contracts") and may therefore be forced to disclose some or all of the terms of the Agreement or other information pertaining to such Party(ies). The same shall apply in case similar legal regimes exist in other jurisdictions. Without prejudice to the foregoing provisions of this Article 20, any Party subject to such a disclosure obligation shall use its Best Efforts to ensure that no Confidential Information is disclosed during the course of complying with such obligation, including by (in consultation with the Disclosing Parties where it is reasonable for it to do so) redacting all such Confidential Information from any materials or documents (in

whatever form) prior to such disclosure, so that sharing of Confidential Information is avoided.

20.4.3. Each Receiving Party is entitled to voluntarily disclose Confidential Information to its NRA provided that:

(i) such NRA is informed by the Receiving Party of the confidential nature of the Confidential Information and that such NRA cannot disclose it to any third party; and

(ii) the Disclosing Parties shall be informed by the Receiving Party about such disclosure; and

(iii) such Confidential Information remains within the scope of their relevant project and does not contain market data of any other Parties, nor any draft documents.

20.5 **Liability in respect of Confidentiality**

20.5.1. The Receiving Party(ies) acknowledge(s) and agree(s) that the Disclosing Party(ies) shall have no liability with respect to the use by it of any Confidential Information, unless otherwise expressly agreed in a separate written and signed agreement between the Disclosing Party(ies) and the Receiving Party(ies), or a subset of them.

20.5.2. The Receiving Party(ies) acknowledge(s) and agree(s) that, in case of a breach by it of any of its confidentiality obligations under the Agreement, the Disclosing Party(ies) shall be entitled to cease immediately the disclosure of any further Confidential Information and the Disclosing Party(ies) shall be entitled to claim compensation from the Receiving Party(ies) for any and all direct losses, damages, charges, reasonable fees or expenses, expected and unexpected, arising out, or resulting from, such breach of the confidentiality obligations under the Agreement. A Receiving Party having breached its confidentiality obligations under the Agreement shall indemnify each Disclosing Party(ies) for proven damage incurred, it being understood however that in no event the total indemnification obligation due by it shall exceed [redacted] and that the total cap mentioned in Article

23.4 applies also for this indemnification obligation. The foregoing liability limitation does not apply in the event of gross negligence, fraud or intentional breach by the Receiving Party, in which cases the indemnification obligations shall be uncapped. In no event a Receiving Party shall be liable for consequential or indirect damages, such as loss of profit, loss of business, reputation damage or incidental damages of any kind, except in the event of gross negligence, fraud or intentional breach by the Receiving Party, in which cases the indemnification obligations shall also cover such consequential or indirect damages. If, at any point in time during a given year, the sum of all damages exceeds the amount of the liability cap of [redacted], the compensation payable to the Party(ies) suffering damages shall be reduced pro rata.

20.5.3. The Receiving Party(ies) shall hold the Disclosing Party(ies) harmless and indemnify it (them) against any third party claim, directly and exclusively related to a proven breach by a Receiving Party of its confidentiality obligations under the Agreement, subject to the liability limitations as set forth in Article 20.5.2.

20.5.4. The Receiving Party(ies) acknowledge(s) that unauthorised disclosure or use of Confidential Information may cause irreparable harm and significant prejudice to the Disclosing Party(ies). Accordingly, the Receiving Party(ies) agree(s) that any of the Disclosing Parties may seek immediate injunctive relief to enforce obligations under this Agreement in addition to any other rights and remedies it may have by law or contractual arrangement, to the fullest extent permitted by law.

20.5.5. Exchange of Confidential Information does not affect ownership of rights, title and interest in and to the Confidential Information, which shall be retained by the Disclosing Party(ies).

20.5.6. This Agreement shall not be construed as granting the Receiving Party(ies) any license right or any other right related to the Confidential Information provided by the Disclosing Party(ies) and its future use, except to the extent as set out in this Agreement, or

unless such is agreed upon in a separate, written, specific and signed agreement.

Article 21–Entry into force

21.1 The Agreement shall enter into force as of 28 March 2019, provided all Parties have signed it by sending a scan of the signed signatory page of the Agreement 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 Agreement with the copies of the signed signatory pages to the Parties.

For evidence reasons:

i) each Party shall also provide the third coordinating party with 49 (forty-nine) original signed signatory pages (one per Party) of the Agreement. The third coordinating Party will collect all copies of the original signed signatory pages, compile them with the main text of the Agreement and provide each of the Parties one (1) original of the main text of the Agreement with the original signed signatory pages, which constitutes valid proof of the main text of the Agreement. The foregoing will not impact the date of entry into force of the Agreement; and

ii) expressly derogating to Article 1325 of the Belgian Civil Code, each Party shall receive a zipfile from the third coordinating Party bearing the label "Single Day-Ahead Coupling Operations Agreement with Annexes", containing a copy of the Agreement and all Annexes, which are identified by the following checksum [redacted]

[redacted]

21.2 This Agreement is concluded for an indefinite period of time.

Article 22–Termination

This Agreement may be terminated at any time by written agreement of all Parties, without any court intervention and without any compensation being due (to the exception of payment of remaining payment obligations under this Agreement). In case of termination, the JSC shall decide on the implementation of the termination. In doing so, it shall duly inform the market participants and the competent regulatory authorities. To the extent required by applicable law, termination shall not take effect until all relevant regulatory authorizations have been obtained.

Article 23–Liability

23.1 **Generalities - No joint and several liability**

23.1.1. With respect to Operational Liability, if NEMO Only Agreements, TSO Only Agreements or Local Arrangements provide operational procedures and liability provisions related to a specific obligation thereof, only such provision shall apply in case of a breach of such specific obligation [redacted].

23.1.2. During the Interim Phase, in relation to Operational Liability:

- This Article 23 shall only apply to MRC Operational Parties
- Between 4MMC Operational Parties, the provisions of the Master Agreement on 4M Market Coupling shall apply.

23.1.3. Except otherwise stipulated in this Agreement, each Party is liable for its own commitments only and Parties shall not bear joint and several liability ("geen hoofdelijkheid/pas de solidarité").

23.1.4. This principle shall also be applicable in case of commitments jointly undertaken by the Parties or a subset of them, it being understood however and for the avoidance of doubt, that in such circumstances:

(a) a proven breach of a jointly undertaken commitment, irrespective of any division of tasks between the Parties jointly undertaking the commitment, constitutes a breach by each of the Parties jointly undertaking that commitment; and

(b) any indemnification due as a result of such claim(s), shall be divided in equal parts between the Parties having jointly undertaken the concerned joint commitment and each of such Parties shall only be held to pay such part to the claiming Party(ies). No single Party can be held to pay the whole amount for the other Parties having jointly undertaken the concerned commitment and it is up to the Parties having jointly undertaken the concerned commitment to organise recovery between them, by way of NEMO Only Agreements and TSO Only Agreements respectively, or Local Arrangements, as the case may be.

23.2 **Liability between the Parties**In case of a breach by a Party of any of its obligations under this Agreement (the "**Defaulting Party**"), the affected Party shall be entitled to claim compensation from the Defaulting Party for any and all losses, damage, charges, fees or expenses, expected and unexpected, which can be considered as a direct damage arising out, or resulting from a default or negligence in the execution of the obligations provided by this Agreement only and under the terms and conditions explicitly provided below.

23.2.2. For the avoidance of doubt, to the extent that no obligation under Annex 2 has been breached, decoupling shall not be considered as a breach of the present Agreement. Parties acknowledge that fall-back procedures have been designed by the Parties and shall apply

in case of decoupling and are considered a satisfactory solution by the Parties in case of decoupling.

23.2.3. Except in the event of fraud or intentional breach, the indemnification obligations of each Defaulting Party shall at all times be limited to an amount of [redacted] per calendar year for any negligence and default, and [redacted] per calendar year in the event of gross negligence and gross default, irrespective of the number of breaches and the number of Parties suffering damage, provided always that a Defaulting Party's liability under this clause shall in no case exceed [redacted] per calendar year.

23.2.4. Except in the event of fraud or intentional breach, the Parties shall not be held liable for any indirect, immaterial, incidental or consequential damages.

23.2.5. If the sum of all damages exceeds the amount of the liability limitation in Article 23.2.3, the compensation payable to the Party(ies) suffering damages shall be reduced pro rata.

23.3 **Third party claims**

23.3.1. In case a Party receives a claim for damages suffered by a third party and resulting directly from the act or omission of any other Defaulting Party, it shall:

i. notify promptly the other Party(ies) in writing of any such claim or of any matters in respect of which such third party claim may apply and keep them informed of the proceedings; and

ii. fully cooperate with the Defaulting Party in such response and defense as reasonably required.

23.3.2. [redacted]

[redacted]

[redacted]

[redacted]

23.3.5. When the third party claim is not based on a contract but on tort (extra-contractual liability), the defendant Party has the right to request the Defaulting Party to join any discussions or dispute settlement procedure (whether amicable, judicial or arbitrational) following a third party claim, and the right of defense of the Defaulting Party shall be duly observed.

23.3.6. When the third party claim is not based on a contract but on tort (extra-contractual liability), the defendant Party shall not approve any proposed settlement without the agreement of the Defaulting Party. This agreement shall not be unreasonably withheld, conditioned or delayed.

23.4 Total Cap

[redacted]

23.5 **Mitigation Obligation**

The Defaulting Party(ies) and the Party(ies) suffering damage shall mitigate damage occurring, in particular, but not limited to, damage towards market participants.

23.6 **Subrogation**

Any Party shall be entitled to subrogate (subrogation conventionnelle) its insurance company to its rights and obligations under this Agreement against the Defaulting Party, who, by signing this Agreement, is deemed to agree with this subrogation.

Article 24–Force Majeure

24.1 Without prejudice to article 72 of CACM, no Party shall be liable for delay or failure in fulfilling its obligations under this Agreement or non-compliance with this Agreement if the delay, failure or non-compliance result(s) from Force Majeure.

24.2 Upon occurrence of Force Majeure, the Party(ies) seeking protection under this clause shall notify the other Parties in writing as soon as possible. The notice shall contain a description of the event constituting Force Majeure, of the obligations that the notifying party can no longer perform, of the steps it is taking to overcome the effects of the Force Majeure event and of the probable duration of this event of Force Majeure.

24.3 The obligations of the Party(ies) affected by Force Majeure shall be suspended for the period during which the Force Majeure lasts.

24.4 The Party(ies) invoking Force Majeure shall take all measures which may reasonably be required to resume the performance of its (their) obligations under this Agreement as quickly as practicably possible.

24.5 The Parties shall, if necessary, jointly examine the measures to be taken to limit the effect of Force Majeure.

24.6 If Force Majeure continues for two (2) consecutive months following the notice under Article 24.2, the Party(ies) that has invoked Force Majeure shall be entitled to exit from this Agreement (under the terms and conditions of Article 17) immediately upon notice to be notified in writing and provided that it demonstrates that:

(a) the event of Force Majeure invoked in the notice under Article 24.2 prevents the performance by it of its obligations under this Agreement which are to be considered as essential obligations under this Agreement; and

(b) it(they) has(have) taken all reasonable measures to remedy such Force Majeure but it is impossible to remedy it by such reasonable measures.

Article 25–Agreement modifications

25.1 **General principles**

The amendment or modification of the following is subject to the written signature of all Parties through a formal amendment agreement in order to be effective and binding:

i) The main body of the Agreement;

ii) Annex 1;

iii) Annex 4;

iv) Annex 8 (without prejudice to the below regarding amendments to its Exhibits).

During the Interim Phase, Annex 2 may be amended by decision of the JSC it being understood that it constitutes a Regional Operational Decision of the MRC.

The JSC is entitled to change any other Annex and Exhibits to Annex 8, subject to a JSC decision in compliance with Article 12 and subject as the case may be to Annex 3.

The JSC is entitled to create new Annexes subject to a JSC decision in compliance with Article 12 and subject as the case may be to Annex 3. The JSC shall thereafter be entitled to change such Annex subject to the same modalities, except if expressly otherwise provided in this Annex that it can only be amended through a formal amendment agreement.

Annex 5 may be amended or modified by way of written notification by the concerned Party to the JSC (via the JSC Secretary).

If a decision of the JSC or HLM, taken according to Article 12 by Voting Members only, leads to an amendment of the Agreement subject to written signature, the Parties that were not a Voting Member are not entitled to block the amendment of the Agreement if it has not objected to such change in accordance with Article 12.7.

25.2 **Amendment due to Legal Provisions**

25.2.1. In the event an amendment of this Agreement is required pursuant to a Legal Provision (including changes thereof), the Parties to which such Legal Provision apply, shall assess and identify the impact of such Legal Provision on this Agreement and notify the other Parties to this Agreement as soon as reasonably possible. In this notification, it shall be set forth which Article of this Agreement is or will be affected by such Legal Provision and the reason(s) and background as to why an amendment of this Agreement is required.

25.2.2. The Parties performing the impact assessment as referred to in Article 25.2.1 shall make a proposal to the other Parties for the alternative wording in order to comply with such Legal Provision, which alternative wording shall, as far as reasonably possible, preserve the initial contractual equilibrium and economic effect of the Agreement. If such Parties cannot agree on the proposal for the alternative wording, the notification as stipulated in Article 25.2.1 shall be sent to the other Parties without such proposal.

25.2.3. Notwithstanding the obligations of the Parties under this Article, all Parties shall take all steps reasonably required to mitigate the effect of such Legal Provision.

25.2.4. Following the notification as referred to in Article 25.2.1 of this Agreement, the JSC shall discuss and seek to agree in the next JSC meeting the amendments necessary in order to comply with the principles set forth in Article 25.2.2.

25.2.5. In the event the JSC cannot reach an agreement on the amendment of this Agreement within 20 Working Days or such other longer period as the JSC may decide in order to comply with the Legal Provision, the subject matter will be considered as a Dispute and shall be settled in accordance with Article 26 of this Agreement.

25.3 **Amendment due to Hardship**

25.3.1. In the event an amendment of this Agreement is required on the basis of Hardship, the Parties affected by such Hardship shall notify the other Parties to this Agreement as soon as reasonably possible. In this notification, it shall be set forth which Article of this Agreement needs to be amended in order to avoid or cancel the Hardship and the reason(s) and background as to why an amendment of this Agreement is required.

25.3.2. The following shall not be considered as Hardship:

- adaptation due to introduction of requirements under CACM; and
- amendments pursuant to Article 25.2 of this Agreement.

25.3.3. The Parties which are affected by such Hardship shall make a proposal to the other Parties for the alternative wording in order to avoid or cancel the Hardship, which alternative wording shall, as far as reasonably possible, preserve the initial contractual equilibrium and economic effect of the Agreement. If such Parties cannot agree on the proposal for the alternative wording, the notification as stipulated in Article 25.3.1 of this Agreement shall be sent to the other Parties without such proposal.

25.3.4. Notwithstanding the obligations of the Parties under this Article, all Parties shall take all steps reasonably required to mitigate the effect of such Hardship.

25.3.5. Following the notification as referred to in Article 25.3.1 of this Agreement, the JSC shall discuss and seek to agree in the next JSC meeting the amendments necessary in order to comply with the principles set forth in Article 25.3.3.

25.3.6. In the event the JSC cannot reach an agreement on the amendment of this Agreement within 20 Working Days or such other longer period as the JSC may decide in order to avoid or cancel the Hardship, the subject matter will be considered as a Dispute and shall be settled in accordance with Article 26 of this Agreement.

Article 26–Dispute resolution

26.1 Any dispute arising under, in connection to or in the framework of the Agreement (including, for the avoidance of doubt, related to the conclusion thereof and its validity) between two (2) or more Parties (hereafter a "**Dispute**") shall be subject to the provisions hereafter.

26.2 In the event of a Dispute arising between two (2) or more Parties, such Parties (the "**Disputing Parties**") shall first submit the Dispute to amicable settlement by referring the matter in Dispute to the HLM.

26.3 A referral for amicable dispute settlement by the HLM (the "**Referral**") shall be sent in writing by the claiming Party to all HLM members and shall at least contain the following information:

i) A description of the Dispute;

ii) The indication of the Party(ies) to whom it is addressed;

iii) The scope of the demand(s) or claim(s) of the Party referring the Dispute to the HLM;

iv) The legal basis of the demand(s) or claim(s); and

v) A proposal for settlement.

26.4 The HLM shall then appoint within five (5) Working Days amongst its members a person responsible for the amicable dispute settlement procedure. This person shall invite the Disputing Parties to participate to at least two (2) physical meetings (unless the Dispute is solved in the meantime) to be held within one (1) month of the date of the receipt of the Referral.

26.5 The HLM shall in the first meeting 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 HLM may hear and/or request opinions of experts provided they are bound by confidentiality obligations at least equivalent to those in the Agreement.

In particular, the HLM shall:

i) assess the facts;

ii) assess the interests of the Disputing Parties in light of the objectives of the Agreement;

iii) in case of damage:

a) estimate the damage (and its nature and extent);

b) determine which Party(ies) suffered the damage;

c) assess which Party(ies) is (are) liable for the damage;

d) determine the extent and modalities of indemnification;

and

iv) formulate a proposal for settlement.

26.6 In the event that the HLM fails to achieve an amicable settlement within one (1) month or within a longer term if agreed by all Disputing Parties as of the receipt of the Referral, the Disputing Parties shall be notified thereof by the person responsible for the amicable dispute settlement procedure (the "**HLM Failure Notice**"). The Disputing Party(ies) may submit its/their Dispute to:

i) the NRAs after agreement by JSC, should the Dispute directly concern a regulatory issue such as the implementation of a

regulatory Legal Provision. To the extent the Parties would receive a non-binding opinion from the NRAs ("the **NRA Opinion**"), the Disputing Parties shall endeavor to achieve an amicable settlement based on such NRA Opinion;

ii) ACER for a non-binding opinion (the "**ACER Opinion**") subject to an JSC decision, should the Dispute directly concern a regulatory issue such as the implementation of a regulatory Legal Provision. Upon receipt of the ACER Opinion, the Disputing Parties shall endeavor to achieve an amicable settlement based on the ACER Opinion; or

iii) mediation under the ICC mediation rules, for any Dispute not referable or referred to NRAs or ACER pursuant to i) or ii) above or for any non-regulatory issue.

The mediator shall be chosen unanimously, within one (1) month of the HLM Failure Notice, by the Disputing Parties. In absence of a joint nomination of an mediator, the mediator shall be nominated by the International Chamber of Commerce ("**ICC**") in accordance with the ICC mediation rules. Such external mediator must (a) be committed to comply with the European code of conduct for mediators, and (b) have experience in the electricity and/or the information and communication technologies sector. The Disputing Parties will pay the mediator fees and expenses in an equal proportion, unless otherwise agreed. The Disputing Parties shall be informed of and invited to participate to the mediation to ensure that any amicable settlement is compliant with the Agreement.

26.7 Any amicable settlement reached pursuant to Articles 26.2 to 26.6 shall be effective and binding upon the Disputing Parties, provided it is laid down into a written settlement contract, signed by the Disputing Parties and the other Parties impacted by the amicable settlement (if any).

26.8 The Dispute shall be finally settled by arbitration under the ICC rules of arbitration should:

i) the Disputing Parties decide not to submit the Dispute to the NRAs, ACER or mediation;

ii) the Disputing Parties do not achieve a settlement based on the NRA Opinion or ACER Opinion within one (1) month of its receipt;

iii) the NRAs or ACER deny their competence to provide an opinion within a timeframe of one (1) month of their receipt thereto;

iv) after six (6) months after having initiated steps as set forth in Article 26.6, i) or ii) no opinion be received from the NRAs or ACER in the same timeframe; or

v) the Disputing Parties not achieve a settlement through mediation within two (2) months from the appointment of the mediator.

26.9 The arbitral tribunal shall have three (3) arbitrators, regardless of the number of Parties involved and shall be appointed by the ICC court of arbitration. At least one of the appointed arbitrators shall have a strong legal background. At least one of the appointed arbitrators shall have a strong technical background in the energy sector and/or in the information and communication technologies sector. All appointed arbitrators shall preferably be familiar with the applicable sector specific legislations and regulations.

The place of arbitration shall be Brussels, Belgium and all procedures and the arbitration award shall be in English. The award of the arbitration will be final and binding upon the Parties concerned.

26.10 The Parties support, and shall, as the case may be, facilitate and take all steps necessary to allow joinder and/or consolidation of ICC arbitrations deriving from the Agreement and other related agreements, where the Disputes are so closely connected that it is expedient to hear and determine them together to avoid the risk of irreconcilable judgments resulting from separate proceedings.

26.11 Nothing in this Article 26 shall preclude the Parties from applying for interim or conservatory measures or any other injunctive relief in summary proceedings before the competent courts of Brussels, Belgium. The application of a Party to a judicial authority for such measures or for the implementation of any interim or conservatory measures ordered by the arbitration tribunal shall not be deemed to be an infringement or

a waiver of the arbitration agreement and shall not affect the relevant powers reserved to the arbitration tribunal. Any order or provision issued by the judicial authority must be notified without delay to the arbitrators.

26.12 For the purposes hereof, the Parties elect domicile at the addresses set forth on the identification description of the Parties at the beginning of the Agreement, or at a different address as may be designated by written notice.

Article 27–Miscellaneous

27.1 Contract management

27.1.1. The Parties shall appoint an entity / person (which can be the same as the JSC Secretary) to establish a common (online) storage place for keeping records of contractual documents (including meeting minutes and contracts with third parties) and to keep the common storage up to date (amongst others by collecting and storing all minutes, and any amended version of Annexes, or new Annexes as the case may be, pursuant to Article 25.1).

27.1.2. The costs of the contract management are Common Costs and shall be shared as set forth in the Agreement.

27.2 Notices

27.2.1. Unless otherwise stated, notices required under the main text of this Agreement shall be served in writing (either by registered letter, courier, regular mail, fax or email) and in English to the persons indicated in Annex 5.

27.2.2. By derogations to Article 27.2.1, notices in case of urgent situation may be delivered by phone, it being understood that such notice shall be re-confirmed in writing as soon as possible.

27.2.3. Service of notices shall be deemed effective:

(a) by fax: at the time/date the transmission is received by (legible) receipt. The burden of proving the receipt shall be on the sender (regular fax transmission report issued by the dispatching fax machine);

(b) by email: at the time/date when the email sent by the sender is indicated as delivered to the recipient or when the recipient acknowledges the receipt of it.

(c) by registered letter or courier: at the time/date when the mail sent by the sender is delivered as evidenced by the receipt.

27.2.4. In case notice is received on a Working Day after 5 PM CET or on a day which is not a Working Day, the notice is deemed given and effective at 9 AM CET on the first following Working Day.

27.3 **Severability**

Without prejudice to Article 25.2, in case one or more provisions of this Agreement is/are declared invalid, illegal or unenforceable under any applicable law or public policy, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected and they shall remain in full force and effect as long as the economic or legal substance of this Agreement is not affected.

The Parties shall as soon as possible negotiate a legally valid replacement provision with the same economic effect as the invalid/illegal/unenforceable provision.

27.4 **Non waiver**

The failure or delay of any Party to exercise any right or remedy under this Agreement shall not be considered as a final waiver of it.

27.5 **Language of the agreement**

The language of this Agreement shall be English. Any exchange or notice in the framework of this Agreement shall be made in English. The use of the English language is however without prejudice to the fact that legal concepts in this Agreement are to be understood as civil law concepts of Belgian Law (and not as common law concepts).

27.6 **Governing law**

This Agreement is governed by and construed in all its aspects (including, but not limited to, the conclusion, coming into force and proof of this Agreement) in accordance with the laws of Belgium, without regard to the conflict of law principles of it.

27.7 Assignment and legal succession

27.7.1. Rights and obligations under this Agreement shall be transferable to a legal successor by way of universal legal succession without prior written consent of the Parties.

27.7.2. Assignment of rights and/or obligations other than by way of universal legal succession to another party shall be subject to the prior written consent of all Parties, which consent shall not be unreasonably withheld, conditioned or delayed.

27.7.3. This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted assignees and/or their legal successors.

27.7.4. In the event a change of control of a Party occurs, this Party shall, as soon as reasonably possible (taking into account the confidential and sensitive nature of such transactions), notify in writing the other Parties of it.

27.8 Interpretation

27.8.1. No provision of this Agreement shall be interpreted adversely against a Party solely because that Party was responsible for drafting that particular provision. Words denoting the singular may where the context requires include the plural and vice versa. Words denoting one gender shall include another gender.

27.8.2. The headings of Articles, (sub)paragraphs or Annexes are inserted for convenience only and do not affect their interpretation.

27.8.3. Any reference to any agreement, rule, enactment, statutory provision, regulation or code or any subdivision or provision of it shall be construed at the particular time as a reference to the text then in force, as it may have been amended, modified, consolidated, re-enacted or replaced.

27.8.4. All references to Articles or Annexes refer to the corresponding Articles or Annexes of this Agreement as amended, supplemented or modified from time to time, in accordance with Article 25 unless otherwise specified.

27.8.5. All references to the term "person" shall refer to any individual, company, entity, business, trust, partnership, joint venture or other person whatsoever, in the broadest meaning of the word.

27.9 General Data Protection Regulation (GDPR)

Any personal data exchange between parties in the context of this Agreement is processed in accordance with Legal Provisions (including GDPR) and only for the purpose of this Agreement, including managing the contractual relationship amongst the Parties.

IN WITNESS WHEREOF, and without prejudice to the procedure of sending scanned signatory pages set forth in Article 21, the Parties have caused its/their duly authorised representative(s) to execute this Agreement in 49 (forty-nine) original documents.

****Remainder of the page intentionally left blank – signature pages follow****

For:	**AFFÄRSVERKET SVENSKA KRAFTNÄT ("SVENSKA KRAFTNÄT")**	For:	**AFFÄRSVERKET SVENSKA KRAFTNÄT ("SVENSKA KRAFTNÄT")**
By:	.....	By:	.....
Function:	.....	Function:	.....
Date:	.....	Date:	.....

For:	**AMPRION GmbH ("AMPRION")**	For:	**AMPRION GmbH ("AMPRION")**
By:	.....	By:	.....
Function:	.....	Function:	.....
Date:	.....	Date:	.....

For:	**AS "Augstsprieguma tīkls" ("AST")**	For:	**AS "Augstsprieguma tīkls" ("AST")**
By:	……	By:	……
Function:	……	Function:	……
Date:	……	Date:	……

For:	**AUSTRIAN POWER GRID AG ("APG")**	For:	**AUSTRIAN POWER GRID AG ("APG")**
By:	.....	By:	.....
Function:	.....	Function:	.....
Date:	.....	Date:	.....

For:	**BRITNED DEVELOPMENT LIMITED ("BritNed")**	For:	**BRITNED DEVELOPMENT LIMITED ("BritNed")**
By:	.....	By:	.....
Function:	.....	Function:	.....
Date:	.....	Date:	.....

For:	**ČEPS a.s. ("ČEPS")**	For:	**ČEPS a.s. ("ČEPS")**
By:	.....	By:	.....
Function:	.....	Function:	.....
Date:	.....	Date:	.....

For:	**CREOS Luxembourg S.A. ("CREOS")**	For:	**CREOS Luxembourg S.A. ("CREOS")**
By:	……	By:	……
Function:	……	Function:	……
Date:	……	Date:	……

For:	**Croatian Transmission System Operator Ltd. ("HOPS")**	For:	**Croatian Transmission System Operator Ltd. ("HOPS")**
By:	.....	By:	.....
Function:	.....	Function:	.....
Date:	.....	Date:	.....

For:	**EIRGRID plc ("EIRGRID")**	For:	**EIRGRID plc ("EIRGRID")**
By:	.....	By:	.....
Function:	.....	Function:	.....
Date:	.....	Date:	.....

For:	**ELECTRICITY SYSTEM OPERATOR EAD ("ESO")**	For:	**ELECTRICITY SYSTEM OPERATOR EAD ("ESO")**
By:	.....	By:	.....
Function:	.....	Function:	.....
Date:	.....	Date:	.....

For:	**ELERING AS ("Elering")**	For:	**ELERING AS ("Elering")**
By:	.....	By:	.....
Function:	.....	Function:	.....
Date:	.....	Date:	.....

For:	**ELES, Ltd., Electricity Transmission System Operator ("ELES")**	For:	**ELES, Ltd., Electricity Transmission System Operator ("ELES")**
By:	.....	By:	.....
Function:	.....	Function:	.....
Date:	.....	Date:	.....

For:	**ELIA SYSTEM OPERATOR SA/NV ("ELIA")**	For:	**ELIA SYSTEM OPERATOR SA/NV ("ELIA")**
By:	.....	By:	.....
Function:	.....	Function:	.....
Date:	.....	Date:	.....

For:	**Energinet Elsystemansvar A/S ("ELSO")**	For:	**Energinet Elsystemansvar A/S ("ELSO")**
By:	……	By:	……
Function:	……	Function:	……
Date:	……	Date:	……

For:	**FINGRID OYJ ("FINGRID")**	For:	**FINGRID OYJ ("FINGRID")**
By:	.....	By:	.....
Function:	.....	Function:	.....
Date:	.....	Date:	.....

For:	**Independent Power Transmission Operator S.A. ("ADMIE" or "IPTO")**	For:	**Independent Power Transmission Operator S.A ("ADMIE" or "IPTO")**
By:	.....	By:	.....
Function:	.....	Function:	.....
Date:	.....	Date:	.....

For:	**LITGRID AB ("Litgrid")**	For:	**LITGRID AB ("Litgrid")**
By:	.....	By:	.....
Function:	.....	Function:	.....
Date:	.....	Date:	.....

For:	**MAVIR Hungarian Independent Transmission Operator Company Ltd. ("MAVIR")**	For:	**MAVIR Hungarian Independent Transmission Operator Company Ltd. ("MAVIR")**
By:	.....	By:	.....
Function:	.....	Function:	.....
Date:	.....	Date:	.....

For: **NATIONAL GRID INTERCONNECTORS LIMITED ("NATIONAL GRID")**

By: .....

Function: .....

Date: .....

For: **NATIONAL GRID INTERCONNECTORS LIMITED ("NATIONAL GRID")**

By: .....

Function: .....

Date: .....

For:	**National Power Grid Company Transelectrica S.A. ("Transelectrica")**	For:	**National Power Grid Company Transelectrica S.A. ("Transelectrica")**
By:	.....	By:	.....
Function:	.....	Function:	.....
Date:	.....	Date:	.....

For:	**Nemo Link Limited ("Nemo Link")**	For:	**Nemo Link Limited ("Nemo Link")**
By:	……	By:	……
Function:	……	Function:	……
Date:	……	Date:	……

For:	**Polskie Sieci Elektroenergetyczne S.A. ("PSE")**	For:	**Polskie Sieci Elektroenergetyczne S.A. ("PSE")**
By:	.....	By:	.....
Function:	.....	Function:	.....
Date:	.....	Date:	.....

For:	**Red Eléctrica de España, S.A.U. ("REE")**	For:	**Red Eléctrica de España, S.A.U. ("REE")**
By:	……	By:	……
Function:	……	Function:	……
Date:	……	Date:	……

For:	**REN – Rede Eléctrica Nacional, S.A. ("REN")**	For:	**REN – Rede Eléctrica Nacional, S.A. ("REN")**
By:	……	By:	……
Function:	……	Function:	……
Date:	……	Date:	……

For:	**RTE Réseau de Transport d'Electricité ("RTE")**	For:	**RTE Réseau de Transport d'Electricité ("RTE")**
By:	……	By:	……
Function:	……	Function:	……
Date:	……	Date:	……

For:	**Slovenská elektrizačná prenosová sústava, a.s. ("SEPS")**	For:	**Slovenská elektrizačná prenosová sústava, a.s. ("SEPS")**
By:	.....	By:	.....
Function:	.....	Function:	.....
Date:	.....	Date:	.....

For:	**SONI Limited ("SONI")**	For:	**SONI Limited ("SONI")**
By:	.....	By:	.....
Function:	.....	Function:	.....
Date:	.....	Date:	.....

For:	**STATNETT SF ("STATNETT")**	For:	**STATNETT SF ("STATNETT")**
By:	.....	By:	.....
Function:	.....	Function:	.....
Date:	.....	Date:	.....

For:	**TENNET TSO B.V. ("TenneT")**	For:	**TENNET TSO B.V. ("TenneT")**
By:	.....	By:	.....
Function:	.....	Function:	.....
Date:	.....	Date:	.....

For:	**TENNET TSO GmbH ("TTG")**	For:	**TENNET TSO GmbH ("TTG")**
By:	.....	By:	.....
Function:	.....	Function:	.....
Date:	.....	Date:	.....

For:	**TERNA - Rete Elettrica Nazionale S.p.A. ("TERNA")**	For:	**TERNA - Rete Elettrica Nazionale S.p.A. ("TERNA")**
By:	……	By:	……
Function:	……	Function:	……
Date:	……	Date:	……

For:	**TRANSNET BW GmbH ("TransnetBW")**	For:	**TRANSNET BW GmbH ("TransnetBW")**
By:	.....	By:	.....
Function:	.....	Function:	.....
Date:	.....	Date:	.....

For:	**50Hertz Transmission GmbH ("50Hertz")**	For:	**50Hertz Transmission GmbH ("50Hertz")**
By:	.....	By:	.....
Function:	.....	Function:	.....
Date:	.....	Date:	.....

For:	**BSP Energy Exchange LL C ("BSP")**	For:	**BSP Energy Exchange LL C ("BSP")**
By:	.....	By:	.....
Function:	.....	Function:	.....
Date:	.....	Date:	.....

For:	**CROATIAN POWER EXCHANGE Ltd. ("CROPEX")**	For:	**CROATIAN POWER EXCHANGE Ltd. ("CROPEX")**
By:	.....	By:	.....
Function:	.....	Function:	.....
Date:	.....	Date:	.....

For:	**EIRGRID plc ("EIRGRID")**	For:	**EIRGRID plc ("EIRGRID")**
By:	.....	By:	.....
Function:	.....	Function:	.....
Date:	.....	Date:	.....

For:	**EPEX Spot SE ("EPEX")**	For:	**EPEX Spot SE ("EPEX")**
By:	.....	By:	.....
Function:	.....	Function:	.....
Date:	.....	Date:	.....

For: **European Market Coupling Operator AS ("EMCO")**	For: **European Market Coupling Operator AS ("EMCO")**
By:	By: .....
Function:	Function: .....
Date:	Date: .....

For:	**EXAA Abwicklungsstelle für Energieprodukte AG ("EXAA")**	For:	**EXAA Abwicklungsstelle für Energieprodukte AG ("EXAA")**
By:	……	By:	……
Function:	……	Function:	……
Date:	……	Date:	……

For:	**Gestore dei Mercati Energetici S.p.A. ("GME")**	For:	**Gestore dei Mercati Energetici S.p.A. ("GME")**
By:	……	By:	……
Function:	……	Function:	……
Date:	……	Date:	……

For:	**Hellenic Energy Exchange S.A. ("HEnEx")**	For:	**Hellenic Energy Exchange S.A. ("HEnEx")**
By:	……	By:	……
Function:	……	Function:	……
Date:	……	Date:	……

For:	**HUPX Hungarian Power Exchange Company Limited by Shares ("HUPX Ltd.")**	For:	**HUPX Hungarian Power Exchange Company Limited by Shares ("HUPX Ltd.")**
By:	.....	By:	.....
Function:	.....	Function:	.....
Date:	.....	Date:	.....

For:	**Independent Bulgarian Energy Exchange ("IBEX")**	For:	**Independent Bulgarian Energy Exchange ("IBEX")**
By:	……	By:	……
Function:	……	Function:	……
Date:	……	Date:	……

For:	**OKTE, a.s. ("OKTE")**	For:	**OKTE, a.s. ("OKTE")**
By:	.....	By:	.....
Function:	.....	Function:	.....
Date:	.....	Date:	.....

For:	**OMI-Polo Español, S.A. ("OMIE")**	For:	**OMI-Polo Español, S.A. ("OMIE")**
By:	.....	By:	.....
Function:	.....	Function:	.....
Date:	.....	Date:	.....

For:	**Operatorul Pietei de Energie Electrica si de Gaze Naturale "OPCOM" S.A. ("OPCOM")**	For:	**Operatorul Pietei de Energie Electrica si de Gaze Naturale "OPCOM" S.A. ("OPCOM")**
By:	.....	By:	.....
Function:	.....	Function:	.....
Date:	.....	Date:	.....

For:	**OTE, a.s. ("OTE")**	For:	**OTE, a.s. ("OTE")**
By:	……	By:	……
Function:	……	Function:	……
Date:	……	Date:	……

For:	**SONI Limited ("SONI")**	For:	**SONI Limited ("SONI")**
By:	.....	By:	.....
Function:	.....	Function:	.....
Date:	.....	Date:	.....

For:	**Towarowa Giełda Energii S.A. ("TGE")**	For:	**Towarowa Giełda Energii S.A. ("TGE")**
By:	……	By:	……
Function:	……	Function:	……
Date:	……	Date:	……