

First Amendment to the Single Day-Ahead Coupling Operations Agreement
(DAOA) – Annex 3 : Adapted Annex 1 to the DAOA – Definition List
Confidential

**Annex 3 to the First Amendment to the Single Day-Ahead Coupling
Operations Agreement:**

Adapted Annex 1 to the DAOA - Definition List

Annex 1 to the DAOA – Definition List

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| 4MMC | means the day-ahead electricity market organised by 4MMC Parties based on implicit cross-border capacity allocation on Czech-Slovak-Hungarian-Romanian borders operating on the basis of ATC day-ahead implicit allocation process; |
| 4MMC Parties | means CEPS, HUPX, MAVIR, OKTE, OPCOM, OTE, SEPS and TRANSELECTRICA; |
| Accession Form | means the document set forth in Annex 9; |
| ACER | means the Agency for the Cooperation of Energy Regulators established as per European Regulation 713/2009 of 13 July 2009; |
| ACER Opinion | has the meaning set forth in Article 26.6; |
| Algorithm | means the PCR NEMOs common algorithm used by the NEMOs for the SDAC, being Euphemia; |
| Allocation constraints | Technical constraints calculated and provided by the TSO to the PX in order to be used by the Algorithm. Allocation Constraints may include (but shall not be limited to): operational security constraints, ramping constraints, transmission losses. |
| Annex | means an annex to this DAOA; |
| Article | means an article of the main body of the DAOA unless specifically mentioned otherwise; |
| Best Efforts | means the obligation for a Party, in the performance of its commitments under this Agreement, to take all reasonable actions and measures and more generally doing everything that can reasonably be expected from |

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| | a normal, diligent and reasonable professional placed in the same circumstances; |
| Bidding Area | means the largest geographical area within which Market Participants are able to exchange electricity without Capacity Allocation. For the sake of clarity, Bidding Area is the same as bidding zone in the Commission Regulation (EU) No 543/2013 of 14 June 2013 on submission and publication of data in the electricity markets; |
| BMTF | means, for the purpose of Annex 6, the working group assigned by the JSC with the budget management and budget monitoring; |
| CACM | means the Commission Regulation (EU) 2015/1222 of 24 July 2015 establishing a guideline on capacity allocation and congestion management, as amended from time to time; |
| Calendar Quarter | means one of the four quarters of a calendar year, i.e. from January to March, April to June, July to September and October to December; |
| Central Settlement Entity | means the entity described in Annex 6; |
| Change Control Procedure | means the procedure for approval and implementation of Change Requests described in Annex 3; |
| Confidential Information | has the meaning set forth in Article 20.1; |
| Control | means, for the purpose of the definition of "Internal Representative", the situation where a company: <ul style="list-style-type: none"> - directly or indirectly owns a fraction of the capital in another company that gives a majority of the voting rights at such company's general |

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| | <p>meetings;</p> <ul style="list-style-type: none"> - holds alone a majority of the voting rights in a company by virtue of an agreement entered into with other partners or shareholders and this is not contrary to such company's interests; - effectively determines the decisions taken at a company’s general meetings through the voting rights it holds; - has the power to appoint or dismiss the majority of the members of company's administrative, management or supervisory structures; - directly or indirectly holds a fraction of the voting rights above 40% of a company and no other partner or shareholder directly or indirectly holds a fraction larger than this participation. <p>Two or more undertakings acting jointly are deemed to jointly control a company when they effectively determine the decisions taken at its general meetings.</p> <p>In any case, an undertaking is presumed to control a company when it exerts a decisive influence over it. The decisive influence is defined according to the organizational, economic and legal links between both undertakings;</p> |
| Cooperation | has the meaning set forth in Article 1.1 |
| DA MCO Function | means the development and maintenance of algorithms, systems and procedures for Single Day-Ahead Coupling, processing input data on cross-zonal capacity and allocation constraints provided by coordinated capacity calculators, operating the price coupling algorithms and validating and sending Single Day-Ahead Coupling results to NEMOs; |

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| DA MCO Function Assets | means the systems, procedures, algorithms and service provider contracts used for the DA MCO Function; |
| DA MCO Function Assets Co -owners | means the NEMOs that have joint ownership of the DA MCO Function Assets; |
| DAOA or Agreement | means the Single Day-Ahead Coupling Operations Agreement, including all the Annexes thereto, entered into between the TSOs and the NEMOs, as amended from time to time; |
| Data | means, for the purposes of Annex 8, Historical Data and/or User-defined Data; |
| Data Protection Legislation | means the GDPR and all other relevant national and European laws and regulations concerning data protection; |
| Defaulting Party | has the meaning set forth in Article 23.2.1.; |
| Disclosing Party(ies) | means the Party(ies) disclosing the Confidential Information, or all the Parties in the event it is not possible to determine which specific Party(ies) has (have) disclosed the concerned Confidential Information; |
| Dispute | has the meaning set forth in Article 26.1; |
| Due Date | has the meaning set forth in Section 2.1, 2 of Annex 6; |
| Effective Date | means the date on which Annex 8 enters into force for any Party that requests to become a Subscriber pursuant to article 9 of Annex 8. It is understood that a different Effective Date may apply to different Service Providers and/or Subscribers; |
| Exit | has the meaning set forth in Article 17.1; |
| Exit Plan | has the meaning set forth in Article 17.5.2.; |

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| Exiting Party | has the meaning set forth in Article 17.2.1.; |
| External Representatives | means the subcontractors, agents, lawyers, professional advisors, external consultants, insurers, financiers or any other entity designated by a Party in relation to the Single Day-Ahead Coupling; |
| Financial SPOC | means the point of contact appointed by the Service Providers to perform the invoicing function (other than in respect of fees payable to the FSFO) in accordance with article 7.4 of Annex 8; |
| First DAOA Amendment | means the agreement between the NEMOs and the TSOs whereby a first set of amendments has been added to the Agreement; |
| Force Majeure | means any event or situation that is (i) not reasonably foreseeable, (ii) beyond the reasonable control of the affected Party, (iii) not due to the fault or negligence of the affected Party, (iv) which cannot reasonably be avoided or overcome by measures which are from a technical, financial and/or economic point of view, reasonably possible for the claiming Party, and (vi) which makes it reasonably impossible for this Party to fulfil, temporarily or definitively, its obligations under this DAOA; |
| Full Member with No Capacity / FMNC | has the meaning set forth in Article 1.3; |
| Functional Simulation Facility Operator or FSFO | means the point of contact appointed by the Service Providers in accordance with article 3.2 of Annex 8; |
| GDPR | means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the |

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| | processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, as amended from time; |
| GDPR SPOC | shall have the meaning set forth in <u>Article 28.3</u> ; |
| Global NDA | means the “Single DA and ID Coupling Observership and Non-Disclosure Agreement” to which the Parties are party and which entered into force on 23 February 2016; |
| Governance and Development Decisions | has the meaning set forth in Article 12.8 ; |
| Hardship | means any extraordinary event or any extraordinary change of circumstances that is (i) independent of the will of the affected Party(ies); (ii) beyond the control of the affected Party(ies); (iii) unforeseeable at the time of conclusion of this Agreement, and (iv) which fundamentally and negatively affects for a substantial period of time, for the concerned Party(ies), the initial contractual equilibrium of this Agreement; |
| High Level Meeting or HLM | has the meaning set forth in Article 12.1; |
| Historical Data | means the market coupling results data as of 4 February 2014 in respect of those MRC Parties that went live on that date plus the market coupling results of each subsequent Party with effect from the Effective Date of each such Party which the Service Providers input into the Simulation Facility for the purposes of Annex 8 in accordance with the terms of Exhibit 3; |
| HLM Failure Notice | has the meaning set forth in Article 26.6; |
| IBWT Parties | means the parties to the regional market coupling co-operation on Italian borders; |

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| ICC | means International Chamber of Commerce; |
| IDOA | means the Intraday Operations Agreement entered into between the TSOs and the NEMOs for the SIDC, as amended from time to time; |
| Incident Committee | means incident committee as referred to under Article 12.4; |
| Intellectual Property Right or “IPR” | means any intellectual property right or other (property) right throughout the world, in all media, now existing or created in the future, for all versions and elements, in all languages, and for the entire duration of such rights, arising under applicable law, contract, or otherwise, and whether or not registered, registrable or perfected, including (a) rights in all inventions, discoveries, utility models, patents, reissues of and re-examined patents, or patent applications (wherever filed and wherever issued, including continuations, continuations-in-part, substitutes, and divisions of such applications and all priority rights resulting from such applications) now existing or hereafter filed, issued or acquired; (b) rights associated with works of authorship, including database rights, copyrights, moral rights, copyright applications, copyright registrations, synchronization rights, mask work rights, applications and registrations; (c) rights in computer software and programs, source codes, or business methods; (d) rights in materials; (e) rights associated with trade marks, service marks, trade names, internet domain names, business names, logos, trade dress and the applications for registration and the registrations thereof; (f) rights relating to the protection of trade secrets, know-how and/or other Confidential Information; (g) design rights, whether registered or unregistered; and (h) rights analogous to those in this |

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| | definition and any and all other proprietary rights relating to intangible property; |
| Internal Representatives | means the directors, members of management, officers, legal representatives and employees of a Party including of the companies under the Party’s Control or of the company(ies) which Control (solely or jointly) such Party; |
| ISA | has the meaning set forth in Recital A; |
| ITVC | has the meaning set forth in Recital A; |
| Joint Governance | has the meaning set forth in Recital L; |
| Joint Matter | means any topic and/or issue that falls within the scope of both the SIDC and the SDAC; |
| Joint Steering Committee or JSC | has the meaning set forth in Article 12.1; |
| JSC Secretary | means the secretary of the JSC whose role is further set forth in article 1.3 of Annex 4; |
| Legal Provision | means any applicable mandatory (including public policy) legislation or regulation or any mandatory decision of a competent authority, including the terms, conditions and methodologies as required under such legislation or regulation; |
| Local Arrangement | means: <ul style="list-style-type: none"> (a) any agreement and/or consensus of opinion, whether in writing or orally; or (b) any Legal Provision or decision, which applies to a subset of the Parties (as well as third parties as the case may be); |

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| Market Coupling Results | means the results calculated by the Algorithm containing Single Day-Ahead Coupling flows, net positions, and prices. The Market Coupling Results are verified and validated by the Parties; |
| Market Coupling Steering Committee or “MC SC” | means the steering committee as referred to in <u>Article 12</u> ; |
| Master Agreement on 4M Market Coupling | means the Master Agreement on 4M Market Coupling entered into by and between 4MMC Parties on 19 November 2014 as further amended from time to time; |
| MCO Plan | means the all NEMO proposal for the Market Coupling Operator Plan as approved by all NRAs on 26 June 2017 pursuant to article 7 (3) of CACM; |
| MRC | means the day-ahead electricity market organised by NWE, SWE and IBWT Parties based on implicit cross-border capacity allocation; |
| MRC DAOA | has the meaning set forth in Recital G; |
| MRC DAOA Party(ies) | Means, for the purpose of Annex 6, the Parties who had signed or adhered to the MRC DAOA; |
| MRC Incident Committee | means the MRC incident committee as referred to under Article 12.3; |
| MRC JSC | means the joint steering committee under the MRC DAOA; |
| MRC Operational Party(ies) | has the meaning set forth in Article 1.2; |
| MRC OPSCOM | means the operations committee as referred to under Article 12.3; |

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| NEMO | means the nominated electricity market operator, as defined in article 2, 23° of CACM, having signed or acceded to the Agreement, as identified on the identification pages (in the Annexes also referred to as PX); |
| Nemo Only Agreements | means the agreements between the NEMOs only, such as the All NEMO Cooperation Agreement (ANCA), the All NEMO Day-Ahead Operational Agreement (ANDOA) and the agreement governing the co-ownership of the Day-Ahead MCO Function Assets (PCR Co-ownership Agreement); |
| NEMO Vote | shall have the meaning set forth in article 3.2. of the RIO; |
| Non-Operational Party | has the meaning set forth in Article 1.2; |
| NRA Opinion | has the meaning set forth in Article 26.6; |
| NRA s | means the respective national regulatory authorities designated at national level on the basis of article 35 of Directive 2009/72/EC of the European Parliament and the Council of 13 July 2009 concerning common rules for the internal market in electricity and repealing Directive 2003/54/EC or, in case of a country for which this directive does not apply, the national regulatory authorities designated at national level by similar Legal Provisions; |
| NWE APCA | has the meaning set forth in Recital C; |
| NWE DAOA | has the meaning set forth in Recital C; |
| NWE Parties | means the Parties who were signatories of the NWE DAOA; |

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| NWE Price Coupling | has the meaning set forth in Recital C; |
| NWE TSOs | means AFFÄRSVERKET SVENSKA KRAFTNÄT, AMPRION GMBH, BRITNED DEVELOPMENT LIMITED, CREOS, ENERGINET.DK, ELIA SYSTEM OPERATOR, FINGRID OYJ, NATIONAL GRID INTERCONNECTORS LIMITED, RTE RESEAU DE TRANSPORT D'ELECTRICITE, STATNETT SF, TENNET TSO B.V., TENNET TSO GMBH, TRANSNETBW GMBH, 50Hertz TRANSMISSION GMBH; |
| Observer | means a power exchange, NEMO or TSO which is not a Party to the Agreement and which may be granted certain rights as mentioned in Article 14; |
| Operational Decision | has the meaning set forth in Article 12.8; |
| Operational Liability | means the individual liability of each Party for the execution of obligations provided by Article 5, Article 6, and Article 7; |
| Operational Party | has the meaning set forth in Article 1.2; |
| OPSCOM | means the operations committee as referred to under Article 12.4; |
| Party | means any entity having signed or acceded to the Agreement, as identified on the identification pages or in an Accession Form; |
| PCR | means the Price Coupling of Regions cooperation as described under Recital F; |
| PCR Solution | has the meaning set forth in Recital F; |
| Permitted Purpose | means the use of Confidential Information in the context of this Agreement; |

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| Personal Data | means any information qualified as personal data pursuant to article 4(1) of GDPR; |
| Quarterly Account | has the meaning set forth in Section 1.1.6, 2.c) of Annex 6; |
| Quarterly Report | has the meaning set forth in Section 1.1.4, 8. of Annex 6; |
| Receiving Party(ies) | means the Party(ies) receiving or having (had) access to the disclosed Confidential Information; |
| Referral | has the meaning set forth in Article 26.3; |
| Region | means a group of Bidding Areas for which the implementation and/or operation of implicit capacity allocation has been established under a specific set of contractual arrangements; |
| Regional Operational Decision | has the meaning set forth in Article 12.6; |
| Request for Change | Any request for change in the context of the Single Day Ahead Coupling; |
| RIO | means Rules of Internal Orders as set forth in Annex 4; |
| SEC | means scheduled exchanges calculation (cf. calculation described by article 43 CACM); |
| Section | means a section of Annex 6; |
| Service Provider | means a NEMO that is a party to the DAOA and agrees to become a service provider in accordance with article 9 of Annex 8 in order to provide the Simulation Facility Services pursuant to the DAOA and Annex 8; |

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| Simulation Facility | means a web based application embedding the Algorithm, which allows simulating market coupling sessions as further detailed in Annex 8; |
| Simulation Facility Services | means the services described in article 3.1 of Annex 8; |
| Simulation Results | means the results of any simulation performed using the Simulation Facility in accordance with the terms of Annex 8; |
| Single Day-Ahead Coupling | means the auctioning process as defined in definition 26 of article 2 CACM; |
| Single Intraday Coupling or "SIDC" | shall have the meaning set forth in article 2, 27° of CACM; |
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| Software Provider | means the party providing the software needed for the Simulation Facility Services; |
| Subscriber | means any TSO or NEMO that subscribes to become a user of the Simulation Facility Services in accordance with article 9 of Annex 8; |
| SWE DAOA | has the meaning set forth in Recital D; |
| SWE Parties | means the Parties who were signatories of the SWE DAOA; |
| TCDA | means the TSO Cooperation Agreement for Single Day-Ahead Coupling, an agreement entered into by the TSOs in order to set forth the terms of their cooperation in the context of the Single Day-Ahead Coupling; |
| TSO | means a transmission system operator having signed or adhered to the Agreement, as identified on the identification pages; |

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| TSO Vote | shall have the meaning set forth in article 3.2. of the RIO; |
| TSOs Only Agreements | means the agreements between the TSOs only, such as the TCDA; |
| User-defined Data | means data (for example any constraint or new interconnector capacity), not being Historical Data, which a Subscriber inputs into the Simulation Facility for the purposes of Annex 8 in accordance with the terms thereof; |
| Voting Member | has the meaning set forth in Article 12.6.1; |
| Working Day | means any day other than a Saturday and a Sunday in which banks are open to the public for general business in the country or city of the Party that needs to perform the obligation, except if provided otherwise; |