



## **DECISION 3<sup>1</sup>**

### **«Operation of the PPA Platform of HEnEx»**

#### **THE HELLENIC ENERGY EXCHANGE S.A.**

Having regard to the provisions of subsections 4.1.2 (par. 6 and 7), 4.2.1, 4.2.2, 4.3.1 (par. 2, 3, 4 and 5) of the Rulebook for the Operation of the RES power purchase agreement (RES-PPA) Platform of HEnEx (hereinafter the “Rulebook”):

#### **DECIDES AS FOLLOWS**

##### **Scope**

1. This Decision defines the details regarding the operation of the PPA Platform and includes the following sections:
  - α) The Offers Submission and Expression of Interest section, and
  - β) The Contract Recording section.
2. The terms of this Decision have the same meaning as assigned to them in the Rulebook, as well as in other decisions issued for its implementation.

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<sup>1</sup>Unofficial translation from the Greek language (Ref. HEnEx: 2240/27.11.2024), as of 27/11/2024. In case of any discrepancy between the Greek and the English version, the Greek version prevails

## **Article 1. Offers Submission and Expression of Interest Section**

### **1.1 Days and hours of operation**

- 1) The Offers Submission and Expression of Interest section operates on a continuous basis.
- 2) HEnEx informs the Participants of any interruptions to the operation of the Offers Submission and Expression of Interest section by any appropriate means.

### **1.2 Submission of purchase Offers**

To submit a purchase Offer, the Participant shall proceed to the following actions:

- 1) Access the PPA Platform and select the option to Create a Buy Offer.
- 2) Fill in the relevant form with all the mandatory information, as provided for in the Rulebook.

The mandatory information of a purchase Offer, as provided for in the Rulebook, includes the following pre-defined options per case:

- a. Type of settlement of the Contract with options for physical delivery or cash settlement.
- b. Consumption profile, with options "pay-as-produced", "baseload" or "customized schedule". For the "pay-as-produced" and "baseload" options, the capacity associated with the Contract (expressed in MW) must be specified, which cannot be less than 1 MW.
- c. Price and price calculation method, with options for fixed or floating prices. Depending on this option, the Participant shall:
  - i) For the fixed price, specify the price in euros per MWh, which will apply for the respective time period declared by the Participant.
  - ii) For the floating price, specify (a) the reference price based on one of the following options: " HEnEx DAM MCP", "HEnEx DA & ID Auctions Volume Weighted Average MCP" or "Other," (b) the calculation formula for each case, and (c) the limits, if any.

The duration of the Contract cannot exceed 15 years.

- 3) In the same form, the Participant may provide the following optional information, in accordance with the provisions of the Rulebook:
  - a. Intention or not to purchase Guarantees of Origin.

- b. Desired date of entry into force of the Contract.
- c. Identification details / name of the offer, completed by the Participant submitting the Offer and displayed only in the " My Offers" table.
- d. Any additional data that the Participant chooses to submit concerning the Contract to further define the submitted Offer.

In case that the intention to purchase Guarantees of Origin is declared, the purchase price is taken into account in the determination of the Price mentioned in paragraph 2 (c) of this section.

### 1.3 Submission of sell Offers

To submit a sell Offer, the Participant shall proceed to the following actions:

- 1) Access the PPA Platform and select the option to Create a Sell Offer.
- 2) Fill in the relevant form with all the mandatory information, as provided for in the Rulebook.

The mandatory information of a sell Offer, as provided for in the Rulebook, includes the following pre-defined options per case:

- a. Type of settlement of the Contract, with options for physical delivery or cash settlement.
- b. Production profile, with options "pay-as-produced", "baseload" or " customized schedule". For the "pay-as-produced" and "baseload" options, the capacity associated with the Contract (expressed in MW) must be specified, which cannot be less than 1 MW.
- c. Price and price calculation method, with options for fixed or floating prices. Depending on this option, the Participant shall:
  - i) For the fixed price, specify the price in euros per MWh, which will apply for the respective time period declared by the Participant.
  - ii) For the floating price, specify(a) the reference price based on one of the following options: " HEnEx DAM MCP", " HEnEx DA & ID Auctions Volume Weighted Average MCP" or "Other," (b) the calculation formula for each case, and (c) the limits, if any.
- d. Technology of the RES power plant, with options for wind energy (with or without storage), solar energy (with or without storage), hydroelectric energy, geothermal energy, energy from biomass, or other RES.
- e. Construction or operational stage of the power plant, with options for "Pre-final Investment Decision", "Production license", "Decision Approving Environmental

Conditions", "Final Grid Connection Offer", "Installation license", or "Operation license", "In full operation".

- f. Intention or not to sell Guarantees of Origin.

The duration of the Contract cannot exceed 15 years.

In case that the intention to sell Guarantees of Origin is declared, the sell price is taken into account in the determination of the Price mentioned in paragraph 2 (c) of this section.

- 3) In the same form, the Participant may provide the following optional information, in accordance with the Rulebook:
- a. Nominal capacity of the power plant related to the Contract.
  - b. Identification details / name of the offer, completed by the Participant submitting the Offer and displayed only in the "My Offers" table.
  - c. Any additional data that the Participant chooses to submit concerning the Contract to further define the submitted Offer.

## **1.4 Offers display**

- 1) In the PPA Platform, in the "My Offers" table, the Participant can view all Offers submitted by itself on the PPA Platform, as well as the Expressions of Interest submitted for its Offers by other Participants.
- 2) Additionally, in the PPA Platform, the Participant has access to the Offers Table ("PPA Market" table), where all Offers submitted on the PPA Platform are displayed anonymously. Through the Offer Table, the Participant can also view the Offers in which it has expressed Interest. The Participant may select to display the Offers in the Offer Table based on one or more available criteria.

## **1.5 Modification and deletion of Offers**

- 1) To modify or delete a submitted Offer, the Participant must access the "My Offers" table and select either to update the Offer by modifying one or more of its elements, or to delete the Offer.
- 2) If an Offer is deleted, in accordance with the provisions of the Rulebook and this section, any Expression of Interest, related to the deleted Offer, is also deleted. The PPA Platform notifies Participants who have expressed Interest in the said Offer by means of a notification sent to their authorized users, regarding the deletion of the Offer and the subsequent deletion of their Expression of Interest.

- 3) In the event of imposition of a measure for the deletion or suspension of the Participant's status, in accordance with the provisions of the Rulebook, HEnEx proceeds to the deletion of the Offers submitted by the specific Participant.

## **1.6 Expression of Interest in Offer**

- 1) In order to express Interest in an Offer, the Participant must access the Offers Table and select the Offer it is interested in, in order to submit its Expression of Interest.
- 2) Subsequently, in the relevant form displayed in the PPA Platform, the Participant may select either the entire Offer as submitted or the specific fields of the Offer that the Participant primarily wishes to negotiate outside the PPA Platform, based on the available options in the form.
- 3) Following a Participant's Expression of Interest in an Offer, the PPA Platform notifies the Participant who submitted the said Offer by means of a notification sent to its authorized users authorized by this Participant. This notification includes the trade name of the Participant who expressed the Interest, the information optionally submitted by the Participant during its Expression of Interest in accordance with paragraph (2) of this section, as well as the deadline for response to the notification, which is set at seven (7) days from its proven receipt (hereinafter "Response Deadline"), according to the provisions of section 1.9 of this Decision.

## **1.7 Expressions of Interest display**

In the PPA Platform, in the "My Interests" table, the Participant can access all its Expressions of Interest in Offers. The "My Interests" table provides information on the status of each Expression of Interest, indicating whether the Participant who submitted the Offer has responded to it.

## **1.8 Modification or deletion of Expression of Interest**

- 1) To modify or delete an Expression of Interest in an Offer, which has not yet been accepted or rejected by the Participant who submitted the Offer, the Participant must access the "My Interests" table and select either to edit the Expression of Interest by modifying the submitted information, or to delete the Expression of Interest.
- 2) In the event of imposition of a measure for the deletion or suspension of a Participant's status, in accordance with the provisions of the Rulebook, HEnEx will proceed to delete the Expressions of Interest submitted by the specific Participant.
- 3) If an Expression of Interest is modified or deleted, in accordance with the provisions of the Rulebook and the above paragraphs of this Decision, the PPA Platform notifies the Participant who submitted the related Offer by means of a notification sent to its authorized users regarding the modification or deletion of the Expression of Interest.

## **1.9 Acceptance or rejection of Expression of Interest**

- 1) In case of an Expression of Interest in an Offer, the Participant who submitted the Offer has the option to accept or reject this Expression of Interest within the Response Deadline.
- 2) If the Participant who submitted the Offer agrees to communicate with the Participant who expressed the Interest, the former shall accept the Expression of Interest and shall be informed of the contact details of the Participant who expressed the Interest. Subsequently, the PPA Platform notifies the Participant who expressed the Interest by sending a notification to its authorized users regarding the name and contact details of the Participant who submitted the Offer.
- 3) If the Participant who submitted the Offer does not agree to communicate with the Participant who expressed the Interest, the former rejects the Expression of Interest. Subsequently, the PPA Platform notifies the Participant who expressed the Interest about the rejection through a notification sent to its authorized users, while maintaining the anonymity of the Participant who submitted the Offer.
- 4) If the Participant who submitted the Offer has not responded to the Expression of Interest by the day before the expiration of the Response Deadline, the PPA Platform sends a reminder to its authorized users.
- 5) If the Response Deadline has passed and the Participant who submitted the Offer has neither accepted nor rejected the Expression of Interest, the Expression of Interest is considered rejected by the Participant who submitted the Offer. Subsequently, the PPA Platform sends a notification to the authorized users of the Participant who expressed the Interest in the Offer, informing them of the expiry of the Response Deadline, of the Participant who submitted the Offer, to the Expression of Interest for that Offer.

## **Article 2. Contract Recording section**

### **2.1 Days and hours of operation**

- 1) The Contract Recording section operates on a continuous basis.
- 2) HEnEx informs the Participants of any interruptions in the operation of Contract Recording section by any appropriate means.

### **2.2 Contracts Recording**

To submit a Contract for recording, the Participant acting as seller in the Contract, shall proceed to the following actions:

- 1) Access the PPA Platform, in the field "My Contracts" and select the option to submit a Contract for recording.
- 2) Fill in the relevant form with all the mandatory information, as provided in the Rulebook.

The mandatory information of a Contract Recording, as provided for in the Rulebook, includes the following pre-defined options per case:

- a. Type of settlement of Contract, with options for physical delivery or cash settlement.
- b. Production profile, with options "pay-as-produced", "baseload" or "customized schedule". For the "pay-as-produced" and "baseload" options, the capacity associated with the Contract (expressed in MW) must be specified, which cannot be less than 1 MW.
- c. Price calculation method, with option for fixed or floating prices.
- d. Technology of the RES power plant, with options for wind energy (with or without storage), solar energy (with or without storage), hydroelectric energy, geothermal energy, energy from biomass, or other RES.
- e. Sell or not of Guarantees of Origin.

The duration of the Contract cannot exceed 15 years.

- 3) In the same form, the Participant may provide the following optional information, in accordance with the Rulebook:
  - a. Nominal capacity of the power plant related to the Contract.

- b. Annual electricity quantity of the Contract, expressed in MWh.
- c. Price depending on price calculation method according to the point (iii) of the paragraph (2) of this section. Depending on this option, the Participant shall:
  - i) For the fixed price, specify the price in euros per MWh, which will apply for the respective time period declared by the Participant.
  - ii) For the floating price, specify (a) the reference price based on one of the following options: "HEnEx DAM MCP", " HEnEx DA & ID Auctions Volume Weighted Average MCP", or "Other," (b) the calculation formula for each case, and (c) the limits, if any.
- d. The country in which the power plant related to the Contract is located.
- e. Construction or operational stage of the power plant, with options for "Pre-final Investment Decision", "Production license", "Decision Approving Environmental Conditions", "Final Grid Connection Offer", "Installation license", or "Operation license", "In full operation".
- f. Contract start date.
- g. Other data related to the Contract, that the Participant chooses to submit to further specify the Contract's details.

In case that sale of Guarantees of Origin is declared, the sell price is taken into account in the determination of the Price mentioned in paragraph 3 (c) of this section.

- 4) Following a Participant's submission of a Contract for recording on the PPA Platform, in accordance with the provisions of the Rulebook, the PPA Platform sends a notification to the authorized users of the counterparty Participant (acting as the buyer in the Contract) to confirm the recording action. By this notification the counterparty – Participant is informed of its ability to accept or reject the recording action of the said Contract within thirty (30) days from the proven receipt of the notification.
  - i. If the counterparty – Participant accepts the recording action, the Contract is recorded on the PPA Platform. The PPA Platform then notifies the Participant acting as the seller in the Contract, who submitted the Contract for recording, by means of a notification sent to its authorized users.
  - ii. If the counterparty – Participant rejects the recording action, the Contract is not recorded, and the PPA Platform sends a notification to the authorized users of the Participant acting as the seller in the Contract.



- iii. If the counterparty - Participant has neither accepted nor rejected the recording action, a reminder notification is sent one week before, and again one day before the deadline for accepting or rejecting the recording action of this paragraph.
- iv. If the counterparty Participant does not accept or reject within the deadline, despite receiving reminders, the Contract Recording is considered rejected. The PPA Platform then sends a notification to the authorized users of the Participant acting as the seller in the Contract informing them of the deadline expiration and the consequent rejection of the Contract Recording.

## **2.3 Recorded Contracts display**

In the "My Contracts" table of the PPA Platform, each Participant can view all the Contracts it has recorded on the PPA Platform, as well as Contracts recorded by other Participant(s) in which it acts as counterparty, following its confirmation. Additionally, each Participant can access all Contracts it has submitted for recording on the Platform or those submitted by another Participant in which it acts as counterparty, and for which recording confirmation is pending.

## **2.4 Deletion of recorded Contracts**

- 1) To delete a Contract Recording, the Participant acting as seller in the said Contract must access the PPA Platform, in the " My Contracts " field and select the option to delete the recording.
- 2) Following the deletion of a Contract Recording, the PPA Platform sends a notification to the authorized users of the Participant acting as buyer in this Contract regarding the deletion.

### **Article 3. Emergency Conditions**

In exceptional cases of emergency or technical malfunction of the PPA Platform, in accordance with the provisions of the Rulebook, HEnEx informs the Participants by any appropriate means, including HEnEx website, takes any necessary measures to resolve the issues and provides updates to Participants on the restoration process. Similar notifications are provided as soon as normal operation of the PPA Platform is resumed.

### **Article 4. Validity**

The herein decision takes effect as of 02.12.2024.

The herein decision shall be published on the website of HEnEx [www.enexgroup.gr](http://www.enexgroup.gr).