

**Procedure of the Romanian Commodities Exchange S.A. regarding
the organization of a trading platform for non-standardized solar products**

CHAPTER I Purpose, Scope, and Definitions

Art. 1

This procedure (hereinafter referred to as the “Procedure”) establishes the trading framework for non-standardized solar-related products based on the Regulation of the Romanian Commodities Exchange S.A. regarding the organization of a trading platform for non-standardized products (“the Regulation”).

Art. 2

For the purposes of this procedure, the terms below have the following meanings:

- a) BRM framework contract - a bilateral contract regarding the sale and purchase of electricity, established following a public consultation process;
- b) best price – the price defined as the price of the trading order with the highest execution priority, namely the highest purchase price or the lowest sale price of a tradable product;
- c) product - a product defined within the BRM trading system, in accordance with Annex 1 to the Regulation;
- e) trading report - a statement issued by the BRM trading systems to each participant for their own transactions, containing complete data regarding the orders/bids entered and the transactions concluded: report number, trading session date, name of the traded product, power per settlement interval, expressed in MW, delivery period, according to the traded product, the identification number of each transaction, the name of the counterparty, the status of the transaction participants (seller/buyer), the traded quantity expressed in MWh, and the winning price of each transaction, the timestamp;
- f) trading session - the time interval during which the trading procedure takes place, during which sell and/or buy orders may be entered, modified, suspended, or canceled, and transactions may be concluded—provided that the matching conditions established by the trading system algorithms are met;
- g) trading systems – IT systems operated and administered by BRM for the purpose of executing transactions, which apply a set of rules and mechanisms for bidding, negotiation, and trading as provided for in this procedure;
- h) whitelist – a list of participants approved by a participant within the trading system, which establishes the counterparties eligible to enter into transactions, provided there is mutual acceptance between the participant proposing the list and the participants included on that list.

Art. 3

The abbreviations used in this procedure have the following meanings:

- a) ANRE - National Energy Regulatory Authority;
- b) BRM - Romanian Commodities Exchange (S.A.);

- c) Market - the trading framework for non-standardized products regulated by this Procedure;
- d) TSO - Transmission System Operator.

CHAPTER II: General Rules

Art. 4 – General Trading and Post-Trading Rules

- (1) Trading of products is conducted based on orders entered by participants, in accordance with the double-competitive trading mechanism.
- (2) Trading systems allow trading through the conclusion of the BRM framework contract or a contract pre-agreed by the parties (EFET type).

CHAPTER III: Trading Rules

Art. 5 – Listing of Products

- (1) The launch of products for trading is initiated and carried out by BRM. BRM updates the list of products available for trading by publishing the list on its website prior to the actual start of trading.
- (2) In order to place an order, participants shall provide a guarantee to BRM, which is automatically calculated by the trading system as the product of the quantity of electricity in the order, the order price entered into the trading platform (excluding VAT), and a standard percentage of 2%.
- (3) The guarantee referred to in paragraph (2) may be provided in one of the following forms:
 - a) payment order;
 - b) a letter of guarantee issued by a bank or a non-bank financial institution.
- (4) The guarantee provided pursuant to paragraph (2) by the participants in connection with an order for which a transaction has been concluded shall remain at the disposal of the BRM until a copy of the purchase and sale agreement, in electronic format and signed by the parties to the transaction, is submitted to the BRM. The deadline for submitting the purchase and sale agreement is no later than 3 business days from the date the transaction was concluded, but no later than 2 calendar days before the start of deliveries. Until its release, the collateral posted in the account of the order on the basis of which a transaction was concluded may not be used as collateral in the event of participation in the trading of another product.
- (5) The collateral posted is enforced by BRM in accordance with the provisions of the conduct of business procedure to participate in the market, in the event of failure to fulfill the obligations set forth in paragraph (4).
- (6) After fulfilling the obligations set forth in paragraph (4), the guarantee shall be made available to the participant, with the option of retaining it at the BRM, at the participant's request, for the purpose of registering future orders.

(7) Guarantees shall be released within 3 business days from the date of submission of a written request, indicating, for those established by payment order, the account and bank to which the amounts shall be returned.

Art. 6 – Submission of Orders

(1) The elements entered by the participant when placing an order are:

a) the quantity (MWh) for each product type, with a maximum of 1 decimal place

b) the price for each product, with a maximum of 2 decimal places;

c) the order's validity period (optional); if not specified, the system will automatically generate the end date of the trading session. In terms of validity period, orders are of the following types:

ZI – valid for the trading session

GTD – valid until a date specified in the order ticket

GTC – valid until canceled

GTSV – valid until a specific time, namely until the date and time specified in the order ticket;

d) order execution conditions, namely unconditional or conditional. In terms of execution method, conditional orders are of the following types:

IOC – immediate execution, either partially or in full. The unexecuted quantity is canceled

immediately. FOK – immediate execution in full. The quantity is executed in full or canceled.

(2) Orders entered may be maintained by Participants as follows:

a) modifying the price in increments of at least 0.01;

b) changing the quantity;

c) modifying the order's validity period;

d) modifying the order execution condition.

Art. 7 – Order Execution and Matching

(1) Buy and sell orders will be automatically matched on the trading platform based on the best price. In the event of a price tie, orders will be sorted by timestamp, with the oldest orders displayed first. The timestamp is updated whenever the broker modifies the price, quantity, or validity, or in the event of a partial execution of an order.

(2) For sell orders, the sell order is matched with a buy order at the same price or a higher price, for the maximum quantity determined by the competition between the quantities specified in the two opposing orders, at the best price of the buy order. To the extent that the matching conditions are met for more than two opposing orders, the matching order is determined in descending order starting from the price of

, and in the event of a price tie, ascending from the

(3) For buy orders, the buy order is matched with a sell order at the same price or a lower price, for the maximum quantity determined by the competition of the quantities specified in the two opposing orders, at the best price of the sell order. To the extent that the matching conditions are met for more than two opposing offers, the matching order is determined in descending order starting from the best ask price, and in the event of a price tie, in ascending order starting from the oldest timestamp.

(4) The matching of orders in accordance with this Procedure results in the execution of a trade. Following the executed trades, BRM issues a trade report to each participant at the end of each trading day.

(5) In the case of orders placed by participants who have provided BRM with a whitelist, their orders may only be matched with orders issued by participants listed on that whitelist.

CHAPTER IV: Application of the Whitelist in Trading

Art. 8 – Operating Principles

(1) The application of the whitelist functionality is optional and applies to participants who have accepted the BRM framework agreement or the EFET standard framework agreement.

(2) The application of the whitelist is a condition of eligibility for counterparties to enter into transactions with participants who have opted for the whitelist functionality.

(3) The whitelist does not alter the price-setting mechanism or the order of priority of orders established pursuant to Article 7.

Art. 10 – Initiation and Administration of the Whitelist

(1) Each participant has the right to define and manage its own whitelist.

(2) Each participant must include and maintain at least 4 participants as eligible partners on their own whitelist.

(3) Adding or removing a participant from the whitelist is done through the trading system.

(4) Participants are responsible for updating their own whitelist.

(5) Changes to the whitelist take effect starting with the trading session following its submission to BRM.

Art. 11 – Display of Orders

(1) All orders entered into the system are visible to participants, in accordance with the rules set forth in this Procedure.

(2) The system may allow for the differentiated display of orders from participants included in their own whitelist compared to other orders, based on the technical specifications communicated by BRM.

Art. 12 – Participants' Liability

(1) Participants are responsible for:

- a) selecting, maintaining, and removing partners included in the whitelist;
- b) managing commercial risks, including the fact that they have entered into an EFET-type contract with participants included in the whitelist, which will govern transactions executed with them;
- c) updating information;
- d) compliance with applicable legal provisions in the context of using a whitelist.