

**Addendum No. 1
to the CONFIRMATION OF INDIVIDUAL CONTRACT
FOR SEEPEX POWER EXCHANGE SERVICE PROVISION
Ref/Deal nr: ALIVE 21.02.2023-31.03.2023 RO RS BUY 2115/2023**

(the "Addendum 1")

Between

**ENERGY FINANCING TEAM (SWITZERLAND) AG,
with its principal place of business at**

**SEESTRASSE 115, CH-9326 HORN, SWITZERLAND,
VAT ID: CHE-110.154.266 MWST
(HEREINAFTER AS THE "EFT" or "Buyer")**

And

**ALIVE CAPITAL S.A.
with its principal place of business at**

**Calea Floreasca no. 194, 3rd floor, room 1, district 1
(HEREINAFTER AS "ALIVE" or "Seller")**

EFT and ALIVE hereinafter jointly referred to as the "Parties"



RECITALS

- A. **WHEREAS** the Parties signed the Confirmation of individual contract for SEEPEX power exchange service provision with Ref./Deal Nr.: ALIVE 21.02.2023-31.03.2023 RO RS BUY 2115/2023 on 17th February, 2023 (hereinafter referred as "**Contract**");
- B. **WHEREAS** the Parties now, mutually agree to amend the terms and conditions of the Confirmation of Individual Contract, mentioned above, in order to redefine their contractual relation for a specific period as envisaged herein;

Therefore, the Parties agree, as follows:

Article 1

Words and expressions used in this Addendum 1 have the same meaning as in the Contract.

Article 2

Parties agree to amend point two of the Contract – Delivery Period – so it reads now as follows:

"Delivery Period: **21st February 2023, 00:00h – 30th June, 2023 24:00h**"

Article 3

Parties agree to amend point 6.2 of the Contract – Delivery profile – so it reads now as follows:

ALIVE shall notify EFT of detailed hourly profile to be sold in relation to Daily CBCs Nomination not later than D-1, 10:20hrs CET, using template files and forms provided by EFT and sending them to the following e-mail addresses:

schedule@eft-group.net and sch@eft-group.net

In case of discrepancy between detailed hourly delivery profile provided by ALIVE to EFT for selling on SEEPEX and SEEPEX results, not later than 11:15 hrs CET on the same day EFT shall inform ALIVE about the realization of the selling order, i.e. the realized quantities.

Article 4

All the provisions of the Contract, which are not amended i.e., not inconsistent with the provisions of this Addendum 1, remain in full force and effect. This Addendum 1 is an integral part of the Contract.



Article 5

Provisions of this Addendum 1 come into force and shall be effective as of date of its signing.

This Addendum 1 is executed in 2 (two) identical copies, where from each Party takes 1 (one).

For and on behalf of
EFT (Switzerland) AG



Ivan Jennings
Director



For and on behalf of
ALIVE CAPITAL S.A.:



Giacomo Billi
CEO

Lorena Voicu
CFO



Date: 28.03.2023

Date: 28.03.2023

