

SERVICES AGREEMENT PMI LOGGER ANALYSIS TOOL

Between:

On one hand,

INDRA SISTEMAS, S.A. a company duly organized and existing under the laws of the kingdom of Spain with registered office at Avenida de Bruselas 35, 28108, Alcobendas, Madrid with CIF: A- 28.599.033,

Hereby represented by [REDACTED] in use of their powers, respectively,

hereafter referred to as “**INDRA**”,

And on the other hand,

1. **EPEX Spot Belgium SA (“EPEX Belgium”)**, a company incorporated under the laws of Belgium, having its registered offices at Boulevard de l'Impératrice 66, 1000 Brussels, Belgium and registered in the commercial register of Brussels, under number 0874978602 and with VAT n° BE0874978602;
2. **EPEX SPOT SE (“EPEX”)**, a company incorporated and existing under the laws of France in the form of a *societas europeae*, having its registered office at 5 boulevard Montmartre, F-75002 Paris, registered in the commercial register of Paris (R.C.S. Paris) under the number 508 010 501 and VAT n° FR 10508010501;
3. **NORD POOL AS (“Nord Pool”)**, a company incorporated and existing under the laws of Norway, having its registered office at Vollsveien 17 b, 1366 Lysaker, Norway, and registered in the register of business enterprises of Norway under the number 984 058 098 and VAT n° NO984058098; and
4. **OMI, POLO ESPAÑOL, S.A. (“OMIE”)**, a company incorporated and existing under the laws of Spain, having its registered office at Alfonso XI n° 6, 4ªplanta, 28014 Madrid, Spain, and registered in the commercial register of Madrid under section 8, hoja: M-506799 and VAT n° ESA86025558.

hereafter individually also referred to as “**NEMO**” and collectively as “**NEMOs**”,

INDRA and NEMOs jointly being referred to as the “**Parties**” or individually as “**Party**”,

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WHEREAS

- I. In the context of the ID NEMO Cooperation, the NEMOs have, in order to implement the Single Intraday Coupling, entered into different agreements, amongst which the XBID-MSA with the XBID System Service Provider setting forth the terms and conditions related to the making available of the XBID System and the All NEMO Intraday Operations Agreement (“ANIDOA”), setting forth the terms and conditions of the ID NEMO Cooperation between the NEMOs;
- II. In the context of the ANIDOA, the NEMOs have identified the need of a tool that allows to analyse message communication logs generated by the XBID System and that has the functionalities as set forth in Annex 6, Section II.2 of the ANIDOA; NEMOs wish to appoint a service provider for the development and making available of such a tool (and possibly the provision of other related services);
- III. INDRA recognises to have full knowledge of the functionalities of the tool and the requirements of the NEMOs (including supporting information as provided during negotiations) and has submitted an offer for the development of the PMI Logger Analysis Tool and the provision of related services;
- IV. Following a negotiation process, INDRA has been identified by the NEMOs as having the required expertise, resources and competences for the development of the PMI Logger Analysis Tool and the provision of related services;
- V. The NEMOs therefore wish to appoint INDRA as the service provider for the development of the PMI Logger Analysis Tool and the provision of related services and INDRA wishes to accept such appointment;
- VI. Parties therefore now wish to set forth in this Services Agreement PMI Logger Analysis Tool (the “**Agreement**”) the terms and conditions under which INDRA shall, to the benefit of each of the NEMOs, develop the PMI Logger Analysis Tool and provide them with the related services as described herein.

NOW THEREFORE, the Parties agree as follows:

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Table of contents

ARTICLE 1.	DEFINITIONS AND INTERPRETATION	4
ARTICLE 2.	SUBJECT MATTER OF THE AGREEMENT	5
ARTICLE 3.	CONTRACTUAL DOCUMENTS – ORDER OF PRECEDENCE	5
ARTICLE 4.	NO JOINT AND SEVERAL RIGHTS AND OBLIGATIONS	5
ARTICLE 5.	SERVICES	6
ARTICLE 6.	REMUNERATION	11
ARTICLE 7.	CONFIDENTIALITY	13
ARTICLE 8.	INTELLECTUAL PROPERTY RIGHTS	16
ARTICLE 9.	LIABILITY	17
ARTICLE 10.	INSURANCE	19
ARTICLE 11.	FORCE MAJEURE	20
ARTICLE 12.	ENTRY INTO FORCE - TERM	20
ARTICLE 13.	TERMINATION	21
ARTICLE 14.	ACCESSION BY OTHER NEMOS	22
ARTICLE 15.	MISCELLANEOUS	22

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ARTICLE 1. DEFINITIONS AND INTERPRETATION

1.1 The capitalized terms used in the Agreement shall have the meaning attributed to them in Annex 1 (Definition List), unless explicitly stated otherwise in the Agreement.

Terms, acronyms, and phrases used in the ICT and in telecommunication services industries or other pertinent business context which are not otherwise defined herein have their generally understood meaning in such industry or business context.

1.2 In the interpretation of the Agreement, unless the context otherwise requires:

- a) the term "NEMO" shall mean a NEMO and any New NEMO; the term NEMOs shall mean all NEMOs together;
- b) the headings are for convenience only and shall not affect the interpretation of the Agreement;
- c) the Agreement includes the Annexes which shall form an integral part of the Agreement;
- d) references in the Agreement to Articles and Annexes are to Articles of, or Annexes to, the Agreement;
- e) references to any gender shall include references to the other genders and references to persons shall include bodies corporate, unincorporated associations, business divisions and partnerships; references to "including" or "includes" or "in particular" shall be deemed to mean "including, without limitation";
- f) a reference to a document, or a provision of a document, is to that document, or provision as amended, supplemented, replaced or novated from time to time;
- g) any reference to a month shall be deemed to mean a calendar month;
- h) any reference to a day shall be deemed to mean a calendar day;
- i) any reference to a year shall be deemed to mean a calendar year; and
- j) any reference to times shall be deemed to mean the CET respectively CEST.

1.3 The Annexes to the Agreement form an integral part thereof and any reference to the Agreement shall include a reference to the Annexes and vice versa.

1.4 The language of the Agreement is English. Each Party bears the cost of any translation required for that Party if applicable law requires that it is translated in another language. Such translation shall be prepared by a publicly appointed and sworn translator and shall comply with any other requirements foreseen by Applicable Law. To the extent legally permitted, the English language version of the Agreement shall prevail if there is any inconsistency between the English version and a translation of the Agreement.

The use of the English language is without prejudice to the fact that legal concepts in the Agreement are to be understood as civil law concepts of Belgian law (and not as common law concepts). If any term or expression is followed by a Belgian translation of such term or expression, such Belgian translation shall prevail in the interpretation and construction of such term or expression.

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ARTICLE 2. SUBJECT MATTER OF THE AGREEMENT

- 2.1 The Agreement sets forth the terms and conditions under which the NEMOs assign the provision of the Services to INDRA and under which INDRA shall provide each of the NEMOs with the Services.
- 2.2 The Agreement governs the relationship between INDRA on the one hand and the NEMOs on the other hand. The relationship between the NEMOs in respect of this Agreement is governed by the ANIDOA.

ARTICLE 3. CONTRACTUAL DOCUMENTS – ORDER OF PRECEDENCE

3.1 Contractual Documents

The contractual relationship between the NEMOs and INDRA in respect of the provision of the Services is governed by:

- a) the main text of the Agreement; and
- b) the Annexes, being:

Annex 1 – Definition List;
Annex 2 – PMI Logger Analysis Tool Development Services;
Annex 3 – Hosting & Maintenance Services;
Annex 4 – Accession Declaration Form;
Annex 5 – Contact and invoicing details; and
Annex 6 – Tariffs.

The general terms and conditions of the Parties shall not form part of the Agreement and shall not apply to the Services.

3.2 Order of Precedence

If and to the extent that there is any inconsistency or conflict between any of the documents mentioned under Article 3.1, the order of precedence is the order of listing in Article 3.1.

ARTICLE 4. NO JOINT AND SEVERAL RIGHTS AND OBLIGATIONS

- 4.1 Rights granted to the NEMOs by the Agreement are granted to each NEMO individually. Any right granted to a NEMO shall be subject to and exercised in accordance with the terms of the Agreement.
- 4.2 Each obligation incumbent upon the NEMOs provided by the Agreement binds each NEMO individually. Thus, each NEMO is liable for its own commitment only and the NEMOs shall, in no event, bear any joint and several liability (“*geen hoofdelijkheid*”/ “*pas de solidarité*”).

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ARTICLE 5. SERVICES

5.1 Services to be provided

5.1.1 INDRA shall provide the following Services to the NEMOs:

- a) all the services required for the development of the PMI Logger Analysis Tool, as specified in the service description in Annex 2 (PMI Logger Analysis Tool Development Services) to the Agreement (hereafter, the “**Development Services**”).

INDRA shall provide the Development Services with the development team as described in Annex 2 (PMI Logger Analysis Tool Development Services) to the Agreement.

- b) the hosting and operation services as specified in the service description in Annex 3 (Hosting & Maintenance Services) to the Agreement (hereafter, the “**Hosting Services**”); and
- c) the corrective maintenance services as specified in the service description in Annex 3 (Hosting & Maintenance Services) to the Agreement (hereafter, the “**Maintenance Services**”).

5.1.2 The NEMOs undertake to provide INDRA, in a timely manner, with all information and data, and explanations/clarifications thereof, requested by INDRA to the extent needed for the due performance of the Agreement.

5.2 Performance and quality

5.2.1 INDRA undertakes the result obligation (“*resultaatsverbintenis*”/ “*obligation de résultat*”) to ensure that the Services are provided in accordance with the planning and the requirements and additional information provided by the NEMOs.

INDRA acknowledges to have knowledge of and to understand the Services, the Deliverables and requirements of the NEMOs.

5.2.2 The Services shall be provided in compliance with the descriptions in Annex 2 (PMI Logger Analysis Tool Development Services) and Annex 3 (Hosting & Maintenance Services) to the Agreement and taking into account the service levels set forth in Annex 2 (PMI Logger Analysis Tool Development Services) and Annex 3 (Hosting & Maintenance Services) to the Agreement, if any.

5.2.3 INDRA shall only act upon instructions given jointly by all the NEMOs or by the SPOC appointed by the Parties or a subset thereof (as the case may be).

5.2.4 INDRA undertakes to inform the NEMOs as soon as reasonably possible or practical on possible improvements that could be undertaken to improve the efficiency and the quality of the Services.

5.2.5 INDRA undertakes to provide the NEMOs with all information and assistance necessary to explain the functioning of the Services towards any Competent Authority, the TSOs or the Market Participants, if required.

5.2.6 Without prejudice to Articles 5.2.1 and 5.2.2, INDRA shall:

- a) carry out its obligations with all due diligence and care which can be expected from a professional service provider placed in the same circumstances;

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- b) comply with and provide the Services in accordance with the applicable professional techniques and industry practices for the same type of services and shall use appropriate advanced technology and security measures;
- c) use suitable materials, equipment and human resources as required for the correct performance of the Services;
- d) observe sound management practices;
- e) always act, in respect of any matter relating to the Agreement or to the Services, as faithful adviser to the NEMOs, and
- f) at all times support and safeguard the NEMOs' legitimate interests in any dealings with subcontractors or third parties and at all times comply with ARTICLE 5.7.

5.2.7 In particular INDRA undertakes and warrants that:

- a) the Services and Deliverables shall meet all the terms and conditions set forth in the Agreement and shall be suitable for the use the NEMOs may reasonably expect;
- b) at the time of entering into the Agreement and at the time when its obligations under the Agreement are performed, it has all necessary licenses and rights to enter into the Agreement and to perform hereunder and that it shall at its own cost, obtain any permit, registration, approval and authorization needed to carry out its activities hereunder; and
- c) it has the knowledge, experience, competences as well as the financial, human and technical resources necessary for the proper performance in accordance with the Agreement of the activities under the Agreement and with the mandatory Applicable Law under the Agreement.

5.2.8

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5.3 Place of Work

Unless otherwise indicated in the Agreement, INDRA will provide the Services from INDRA's offices in Madrid.

However, it may be necessary in certain cases that INDRA provides part of the Services from the premises of a NEMO or of a third party client of a NEMO. In such case, the provision of the Services at the premises of a NEMO or of a third party client of a NEMO shall be subject to prior written approval by the relevant NEMO(s). The relevant NEMO(s) shall provide INDRA with an appropriate workplace to be used, free of charge, by INDRA's employees in order to provide these Services.

5.4 Subcontracting

INDRA shall use its own personnel for the provision of the Services and, consequently, cannot hand over, transfer, sublet, delegate or subcontract to a third party all or part of the contracted Services, except if prior consent thereto is received in writing from the NEMOs.

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Notwithstanding the above, INDRA may subcontract all or part of the contracted Services to any of the companies belonging to INDRA's Group after prior notification to the NEMOs.

The personnel involved by INDRA in the provision of the Services shall depend legally and functionally from INDRA.

INDRA shall assign to the fulfilment of its obligations the necessary number of competent personnel that it may deem adequate for the appropriate provision of the contracted Services.

During the execution of the Agreement, INDRA shall maintain a stable project team and assign key representatives to the execution of the Agreement, and ensure that such personnel/key representatives shall be available to the NEMOs so as to give to the NEMOs proper collaboration in the execution of the Agreement. Therefore, INDRA undertakes to: (i) inform NEMOs of the composition of its project team/key representatives to the NEMOs, (ii) ensure that its project team/key representatives assigned to the performance of the Agreement hold due communication with the NEMOs, and (iii) ensure that such project team/key representatives have the required qualifications and experience so as to fulfil their contractual duties and obligations.

INDRA shall exactly and faithfully meet whatever obligations may arise from its condition of employer, in accordance with the applicable labour legislation in force. Consequently, INDRA has the obligation of fulfilling, with regard to the persons that provide the Services all of the tax, labour and social security obligations.

INDRA guarantees having met its labour obligations with regard to the personnel it assigns to the provision of the Services.

INDRA must meet all of the obligations concerning tax matters that the Applicable Law may impose.

5.5 Personnel Replacement

If INDRA finds it necessary to replace any of the members of the personnel assigned to the provision of the Services that are the object of the Agreement, it shall inform the NEMOs three (3) days in advance. When the replacement is caused by any immediate and unforeseen motive, INDRA shall inform about it as soon as it comes to its knowledge. INDRA undertakes to replace personnel only with persons who have at least the same experience and qualifications as the substituted person(s).

Whenever any member of personnel assigned by INDRA to the performance of the Agreement does not fulfil adequately his/her duties, the NEMOs shall be entitled to request from INDRA the substitution of that person or the assignment to the performance of the Agreement of the required complementary personnel. Such substitution/complementation in/of INDRA's personnel ascribed to the performance of the Agreement shall be made in the shortest delay as possible and in any case within such a time compatible with the performance of the Agreement. In the event said substitution/complementation is not made, the NEMOs shall not be held liable for any delay in the execution of the Agreement.

5.6 Information Systems

Whenever INDRA provides its Services at the premises of a NEMO or of a third party client of a NEMO and, because of the Services to be provided it becomes necessary for it to have total or partial access to information related to the systems or technologies of a NEMO or of such third party client, INDRA and its personnel shall use the systems they have access to in accordance with the regulations, manuals, procedures and instructions of a NEMOs or, where appropriate, of the third party client.

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5.7 Equal treatment

5.7.1 INDRA acknowledges and understands the importance of ensuring an equal treatment of the NEMOs and of maintaining a level playing field between them.

In this context, for any Service provided by INDRA under the Agreement:

- a) INDRA is subject to a duty of loyalty to each NEMO; the following behaviours are examples of disloyal behaviour:
 - i. Service provision towards one NEMO would be prioritized over the Service provision towards the other NEMOs, unless this is compliant with the planning agreed by all the NEMOs; or
 - ii. INDRA would provide more services to one NEMO compared to the others for the same remuneration;
- b) INDRA shall treat all NEMOs in a fair, transparent and non-discriminatory manner; and
- c) INDRA shall provide the Services in the interest of all NEMOs and in the interest of the ID NEMO Cooperation and shall refrain from any different or preferential treatment of one or more contracting NEMOs unless this is compliant with the planning or if instructed by the NEMOs and provided this is compliant with mandatory local law and mandatory regulations on telecommunication services.

5.7.2 INDRA shall put in place the necessary measures to prevent disclosure by it of information related to a NEMO to the other NEMOs except where such disclosure has been agreed between the Parties. Services provided in compliance with the Agreement, or instructions given to INDRA jointly by all the NEMOs or by one or more NEMOs or a representative other than a NEMO, in name and on behalf of all NEMOs (subject to previous notification by all NEMOs), are to be considered consistent with the interest of all NEMOs and of the ID NEMO Cooperation.

5.7.3 INDRA undertakes to put in place the necessary measures (e.g. "Chinese walls") to prevent conflicts of interests between its own interests and those of one or more NEMOs and between the interests of one or more NEMOs and of the ID NEMO Cooperation.

5.7.4 In the event INDRA is, during the provision of the Services, confronted with a conflict between

- a) its own interests and those of one or more NEMOs; or
- b) between the interests of one or more NEMOs and of the ID NEMO Cooperation,

INDRA shall promptly inform all NEMOs thereof and request the NEMOs to decide upon the manner in which the conflict shall be handled.

5.8 Conflicts of interest

The remuneration due to INDRA under the Agreement shall constitute INDRA's sole remuneration in connection with the Agreement or the Services, and INDRA shall not accept for its own benefit any trade commission, discount, or similar payment in connection with activities pursuant to the Agreement or to the Services or in the discharge of its obligations under the Agreement, and INDRA shall use its Best Efforts to ensure that the personnel, any subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

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5.9 Service Levels – Service Credits

Annex 2 (PMI Logger Analysis Tool Development Services) and Annex 3 (Hosting & Maintenance Services) provide the Service Levels and Service Credits applicable to the Services (if any).

5.10 Service management

5.10.1 To ensure the good and timely performance of the Agreement, Parties shall regularly set up meetings in which the Service provision and possible issues are discussed.

5.10.2 The NEMOs undertake to inform INDRA of any circumstance that may hinder or threaten the execution of the Services as they have been agreed to by the Parties.

5.10.3 The NEMOs shall make the necessary resources available so as to ensure the proper collaboration between NEMOs and INDRA.

5.11 Testing, Delivery and Acceptance of the deliverables

5.11.1 Documentation

The NEMOs shall, within ten (10) Business Days from the delivery of a Deliverable consisting of documentation, indicate if they can validate it. In the event the NEMOs do not validate the Deliverable within the given time limit, then such Deliverable shall be deemed not accepted. However, should the NEMOs use the Deliverable in any way, without any reservation made, then such Deliverable shall be deemed to have been finally and definitely accepted (except for latent defects).

Any Deliverable consisting of documentation shall be delivered on an agreed durable medium.

5.11.2 Development

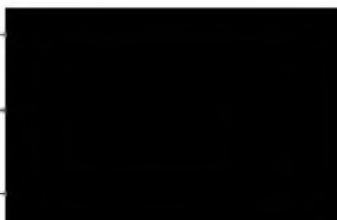
5.11.2.1 Testing of the Deliverables related to the Developments shall be performed in accordance with the testing process to be agreed upon by the Parties within 12 weeks after the entry into force of the Agreement in accordance with Article 12.1.

5.11.2.2 INDRA shall, within fifteen (15) Business Days after finalisation of the Development in accordance with the agreed planning, deliver to each of the NEMOs:

- a) the PMI Logger Analysis Tool by making it available to each of the NEMOs in the hosting environment and by ensuring that each of the NEMOs have access to it in the hosting environment on a continuous (24/7) basis (except for agreed downtime for maintenance); and
- b) the source code of the PMI Logger Analysis Tool on an agreed durable medium.



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5.11.2.3 The NEMOs shall, within ten (10) Business Days from the delivery of the Deliverable related to the Developments, validate it. In the event the NEMOs do not validate the Deliverable within the given time limit, then such Deliverable shall be deemed not accepted. However, should the NEMOs use the Deliverable in any way, without any reservation made, then such Deliverable shall be deemed to have been finally and definitely accepted (except for latent defects and warranties granted for bug fixing).

5.11.2.4

5.11.3 Change to the Services

5.11.3.1 INDRA shall provide the NEMOs with proposals for modifications or adaptations to update or improve the Services.

Any modification or adaptation by INDRA of the Services following such proposal by INDRA is subject to the prior written approval by the NEMOs.

5.11.3.2 NEMOs may request the INDRA to modify the Services, for any reason, or to provide additional services. In such case the NEMOs shall provide where reasonable practicable, INDRA with proposals for these modifications or adaptations. These requests for modification of the Services, shall be documented by the NEMOs.

5.11.3.3 INDRA shall provide, in a timeframe mutually agreed respecting the priority requested by NEMOs, the detailed specifications of impact and consequences of the change introduced according to [Article 5.11.3.1](#) or [Article 5.11.3.2](#), as well as an implementation planning and a financial proposal. INDRA will justify in this financial proposal the reason to charge the NEMOs.

Parties will agree in good faith on the modifications, the terms for such modification or provision of additional services. As part of the terms of such modification, Parties will agree on the payment mode. This can be based on a fixed price, daily rates or on an hourly and material rate. For this purpose, a reference table containing the daily rates of INDRA is added as [Annex 6 \(Tariffs\)](#).

The start of development of this modification is subject to prior written consent between the Parties.

5.11.4 This Article only applies to changes to the description of the Services. Amendments to the Agreement (except changes to the Service descriptions) are subject to [ARTICLE 15.8](#).

ARTICLE 6. REMUNERATION

6.1 Remuneration

The NEMOs shall, for the performance of the Services by INDRA in accordance with the Agreement, pay to INDRA the remuneration for the Services set forth in [Annex 2 \(PMI Logger Analysis Tool Development Services\)](#) and [Annex 3 \(Hosting & Maintenance Services\)](#).

Any taxes, duties, levies and charges currently payable pursuant to the internal tax laws in the country of the relevant NEMO(s) or such others as may be created or applied during the effective term of this Agreement, shall be payable by the relevant NEMO(s).

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Any prices in the Agreement are exclusive of the trips, travelling per diem and transport of materials not expressly indicated in the Agreement, which shall be borne by NEMOs provided that such trips, travelling or transport of materials and the costs related thereto are pre-approved by the NEMOs and comply with the following guidelines:

- a) travel by train is always allowed in 1st class;
- b) travel by plane will always be in economy class for Europe;
- c) travel by company car will be charged at 0,50 € per kilometre;
- d) hotels should cost within a range of maximum 200 € per night; and
- e) additional catering expenditures should cost a maximum of 70€/person/day (excluding breakfast).

Any costs to be invoiced shall be appropriately documented.

6.2 Invoicing and payment

6.2.1 The remuneration shall be paid in accordance with the modalities set forth in Annex 2 (PMI Logger Analysis Tool Development Services) and Annex 3 (Hosting & Maintenance Services).

6.2.2

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6.2.3 The NEMOs are entitled to adapt the Sharing Key. The adapted Sharing Key shall apply for the invoices after communication by the NEMOs of the adapted Sharing Key.

6.2.4 If the participation of a NEMO to the Agreement is terminated, the remuneration to be paid for Services provided after such termination becoming effective, shall be shared between the remaining NEMOs.

6.2.5 Each invoice issued according to the Agreement shall be sent by email, but at request of a Party also a paper version shall be provided. Each invoice shall include at least the following items:

- a) full name and address of both invoicing and invoiced Party;
- b) VAT number of both invoicing and invoiced Party;
- c) invoice amount, valued in euro;
- d) bank account and bank address (including IBAN and BIC) on which the relevant payment shall be made;

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- e) invoice number;
- f) invoice issue date;
- g) due date;
- h) designation of the service on the invoice;
- i) tax rate and tax amount separately, if any;
- j) specific constraint for invoicing, required by the article 226 of the Directive 2006/112/CE, if any, e.g. indication of the reference to the applicable provision of the Directive 2006/112/CE where the supply of services are subject to the VAT reverse charge procedure; and
- k) reference if required by the invoiced Party.

6.3 Due Date – Payment

Each invoice shall be paid within thirty (30) days upon receipt of the invoice.

Payments due on a day other than a Business Day shall be made on the first following Business Day.

All payments shall be made by wire transfer to the bank account indicated by INDRA on the invoice.

ARTICLE 7. CONFIDENTIALITY

7.1 Subject to the further provisions of this ARTICLE 7, each Party hereby undertakes to the other Parties that it shall:

- a) not disclose, convey or transfer to any individual or entity any Confidential Information without the express, prior written consent (including email) of the other Parties; such consent not to be unreasonably withheld or delayed;
- b) not use Confidential Information in any way, or for any purpose, other than for the Permitted Purpose, unless this is previously and specifically authorized in writing (including email) by the other Parties;
- c) not copy or reproduce Confidential Information in any form whatsoever, except as may be necessary for the performance of its obligations under the Agreement;
- d) safeguard Confidential Information which is in its possession, using the same degree of care that it applies to safeguard its own respective confidential and proprietary information and to take all necessary measures to prevent unauthorized or accidental disclosure of the Confidential Information. In this respect, each Party warrants that it has sufficient procedures and protections in place in order to enforce and maintain confidentiality and to prevent unauthorized use and unauthorized disclosure of such Confidential Information; and
- e) not incorporate Confidential Information into data, documents, databases, or any other media save to the extent necessary for the ID NEMO Cooperation or as permitted under the Agreement, without the explicit prior written consent (including email) of the Disclosing Party(ies), such consent not to be unreasonably withheld or delayed.

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7.2 Each Party shall be entitled to disclose Confidential Information to any of its own Internal Representatives, or External Representatives, only if all the following conditions are met:

- a) the Internal Representative or External Representative of the Recipient Party has a definite need to know such information for the execution of its assignment which must be strictly related to the performance of the Agreement. Each Recipient Party shall directly assume full responsibility for any acts of its Internal Representatives or External Representatives related to the disclosed Confidential Information;
- b) the Internal Representative and/or the External Representative is informed by the Party of the confidential nature of the Confidential Information and is bound to respect the confidential nature of the Confidential Information under terms at least equivalent to the terms of the Agreement;
- c) the necessary procedures and protections must have been put into place by the Recipient Party to prevent disclosure and further use of such Confidential Information in the event such person is no longer an Internal Representative or External Representative of the Recipient Party;
- d) each Recipient Party is and shall at all times remain fully liable for any breach by an Internal Representative or External Representative of the confidentiality obligations;
- e) the Recipient Party undertakes to have sufficient procedures and protections in place in order to enforce and maintain confidentiality and prevent any unauthorized use and/or disclosure of such Confidential Information by its Internal Representatives or External Representatives to whom Confidential Information is disclosed;
- f) in respect of Confidential Information related to third parties (e.g. TSOs, service providers) if such disclosure is permitted under existing agreements with such third parties or if the Recipient Party has obtained all consents to such disclosure from the relevant third party; and
- g) disclosure of Confidential Information to the directors, members of management, officers, legal representatives and employees of the XBID System Service Provider (as Internal Representatives of a Party) shall be allowed if such Internal Representative has a definite need to know such information for the performance of the XBID-MSA, and provided that such directors, members of management, officers, legal representatives and employees are bound by appropriate confidentiality obligations.

7.3 A Party may disclose Confidential Information it has received if one of the following conditions are met:

- a) the Disclosing Party can demonstrate by written evidence that all Parties have agreed to such disclosure and that such information is not otherwise subject to any confidentiality obligation owed to any third party;
- b) if it can demonstrate by written evidence that the received information was known to it prior to the disclosure, through no breach of a confidentiality obligation towards the concerned Party; or
- c) if it can demonstrate by written evidence that the received information has come into the public domain through no fault or negligence of a Party to the Agreement.

7.4 The Agreement does not, and is not intended to, create an obligation for any Party to exchange information with other Parties which is not within the object of the Agreement as set forth in ARTICLE

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2. Moreover, the Parties acknowledge and agree that a Disclosing Party may request a Recipient Party to enter into one of the confidentiality arrangements before disclosing any Confidential Information.

7.5 In the event that any Party becomes aware of, or reasonably suspects, that any unauthorized use or disclosure of Confidential Information by any Party has occurred or is about to occur, such Party must immediately notify the relevant Disclosing Party in writing (including, but not limited to, by email).

7.6 The Parties agree that the obligations imposed by this ARTICLE 7 shall:

- a) survive the termination, for any reason whatsoever, of the Agreement for a term of five (5) years; and
- b) in case one or more NEMOs withdraws from the Agreement for any reason, survive such withdrawal with respect to such withdrawing NEMOs for a term of five (5) years from the date of such withdrawal.

7.7 Each NEMO is entitled to voluntarily disclose, at its own initiative, Confidential Information to a Competent Authority provided that:

- a) such Competent Authority is informed by the NEMO of the confidential nature of the Confidential Information; and
- b) such Competent Authority is bound to respect the confidential nature of the Confidential Information in accordance with relevant national legislation or in the absence of such legislation, such Competent Authority is bound to respect the confidential nature of the Confidential Information under terms at least equivalent to the terms of the Agreement.

7.8 The Parties are aware of the fact that certain Party(ies) in Norway, Romania, Sweden, Denmark, Finland, the Czech Republic and Slovenia 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 7, 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.

7.9 If the Recipient Party is requested to disclose all or any part of the Confidential Information pursuant to an Applicable Law or pursuant to a valid and effective order or request issued by any Competent Authority, in such case:

- a) to the extent lawful, the Recipient Party undertakes to notify each Disclosing Party of the existence, terms and circumstances surrounding such request or legal obligation prior, if possible, or in any case soon after proceeding with any disclosure, provided that such disclosure does not constitute a breach of national rules;
- b) each Disclosing Party shall cooperate to respond adequately, consistently and in time; and

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- c) should such Confidential Information be intended to be published by the relevant Competent Authority, the Recipient Party shall agree with the Disclosing Party(ies) in providing a non-confidential version of such Confidential Information for this publication, under the exception of mandatory rules or court or administrative orders or information requested by administrative, regulatory or court authorities in which case the publication shall not be constrained.

- 7.10 For the avoidance of doubt, the Parties confirm that the disclosure of Confidential Information in the circumstances foreseen under this ARTICLE 7 does not affect the confidential character of the Confidential Information so exchanged.
- 7.11 In cases of doubt as to whether an information is Confidential Information or whether Confidential Information may be disclosed pursuant to this ARTICLE 7, confidentiality shall be maintained until written confirmation (including by email) has been obtained from the other Parties (or, as the case may be, by the relevant Disclosing Parties) that one of the above exclusions applies.
- 7.12 All rights, title and interest in and to the Confidential Information shall be retained by the Disclosing Party or its relevant service provider.
- 7.13 The Agreement does not grant the Recipient Party any license rights or any other rights related to the Confidential Information and its future use, except to the extent as set out in the Agreement or unless such rights are agreed upon in a separate, written, specific and signed agreement.

ARTICLE 8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 Any software developed prior to the entry into force of this Agreement by INDRA as notified by INDRA shall remain its property, it being understood that 1/ NEMOs shall have a transferable, sub-licensable license to use such software as long as they use the PMI Logger Analysis Tool and 2/ that Article 8.3 applies to any further improvements to such software.
- 8.2 It is explicitly agreed between the Parties that the documentation, software, requirements and any other information provided by the NEMOs within the context of the Services (the “Data”) to INDRA shall be and remain the exclusive property of the NEMO providing such Data, as the case may be, and that INDRA shall not benefit from any right in their regard, except the non-exclusive and non-transferable or sub-licensable, right to use those Data solely to the extent that such use is strictly necessary for the provision of the Services.
- 8.3 All works, preparations, creations, studies, researches, experiences, inventions or other information, Deliverables, including without limitation all documents, drawings, documentation, manuals, reports, schemes, software (system programs, applications, object codes, source codes), algorithms, technologies, business secrets, methods, inventions, findings, know-how technical or other data, databases, statistical analyses as well as information derived directly or indirectly there from, of whatever kind, developed by INDRA, as the case may be, pursuant to or in connection with the Services provided under the Agreement or constituting a direct or indirect result of the performance by INDRA of the Agreement (the “Developments”), shall become the NEMOs’ joint property as they are developed, at no additional cost or remuneration and all rights, including Intellectual Property Rights, in respect thereto shall be vested with the NEMOs to the fullest possible extent, and to the extent necessary, immediately transferred and/or assigned to the NEMOs as from their creation, implying amongst others that the NEMOs shall (subject to the arrangements amongst them) be entitled to use, exploit (commercially or otherwise), further develop and adapt, transfer, license the

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Developments and that no such rights remain with INDRA (unless provided otherwise by Applicable Law).

8.4 In case of termination of the Agreement, the NEMOs shall thus be considered the co-owners of all Developments and the Intellectual Property Rights pertaining thereto and the NEMOs shall thus be entitled to maintain and use all these Developments, at no additional cost or remuneration provided the NEMOs pay all payments according to the Agreement.

8.5 INDRA declares and warrants that to the best of its knowledge the Developments do not infringe any third party intellectual property rights. In case of a third party claim for Intellectual Property Rights infringement, INDRA shall hold harmless the NEMOs and indemnify them against any such claim.

In such case INDRA undertakes to provide the NEMOs costless with all useful support in obtaining and maintaining any right or legal title concerned, this including but not limited to the signature of documents useful to its participation in procedures for obtaining the said right or title.

8.6 Notwithstanding the above, INDRA reserves the right to use the Developments, for internal work purposes, this however only in as far as such Developments do not contain Confidential Information. INDRA is not entitled to convey any rights of any nature thereon to any of the other NEMOs.

8.7 INDRA shall ensure that its representatives, employees and agents also comply with the obligations under this ARTICLE 8.

8.8 INDRA shall not (without the prior written consent of the NEMOs) publish or use any advertising, sales, promotions, press release or other publicity which use the logo or trademarks of the NEMOs.

ARTICLE 9. LIABILITY

9.1 The provisions of this ARTICLE 9 apply to any liability whether based on contractual liability or non-contractual liability, of INDRA, respectively one or more NEMOs (the “**Defaulting Party**”) towards one or more NEMOs, respectively INDRA (the “**Affected Party**”) i) for any breach (whether by act or omission) of an obligation arising out of the Agreement or ii) for any breach of an extra-contractual duty (whether by act or omission) arising in the context of the Agreement (hereafter collectively “**Non-Performance**”).

9.2 The liability limitations and limitations regarding hold harmless and indemnification obligations contained in this ARTICLE 9 do not apply:

- a) in the event of fraud (“*bedrog*”/”*fraude*”);
- b) in the event of own intentional fault or misconduct (“*opzettelijke fout*”/”*faute intentionnelle*”);
- c) in the event of delay or default in payments of any amount due under the Agreement;
- d) in the case of an infringement of ARTICLE 8; or
- e) in the cases explicitly mentioned in this ARTICLE 9.

9.3 The Defaulting Party shall be liable, subject to the limitations set out below, to an Affected Party for any direct loss, damage, charges, fees, expenses or any other direct prejudice (“*rechtstreekse schade*”/”*dommage direct*”) (the “**Loss**”) which the Affected Party(ies) suffer(s) or incur(s) as a result of any

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Non-Performance and provided that i) such Non-Performance is attributable to the Defaulting Party and ii) that such Non-Performance is not excused on the basis of Force Majeure.

9.4 Without prejudice to Article 9.2, Parties shall not be liable for indirect loss or damage, including loss of profit, reputational damage, or loss of business opportunity.

9.5 Without prejudice to Article 9.2, for any and all Non-Performances under or arising out of the Agreement, the total compensation obligations of INDRA resulting from INDRA's liability for a Non-Performance causing an own damage ("*schade*" / "*dommage*") to the NEMOs shall in no event, including in the event of gross negligence ("*zware fout*" / "*faute grave*") exceed:

a) [Redacted]

b) [Redacted]

9.6 Without prejudice to Article 9.2, for any and all Non-Performances under or arising out of the Agreement, the total compensation obligations of the totality of the NEMOs resulting from any liability for a Non-Performance causing damage ("*schade*" / "*dommage*") (i.e. including any and all third party claims and thereto related damages) to INDRA shall in no event, including in the event of gross negligence ("*zware fout*" / "*faute grave*") exceed:

a) [Redacted]

b) [Redacted]

9.7 Should any Non-Performance by any Party result in a claim by a third party, the Party to whom the Non-Performance is attributable shall hold harmless the other Party(ies) against and indemnify it (them) for and against any direct loss, liability, sanction, claim, damage or expense which such other Party suffers, provided that in no case, but without prejudice to Article 9.2, the aggregate obligation of a Party to hold harmless and indemnify the other Parties shall, regardless the number of claims and Affected Party(ies) and irrespective of whether the third party claim was caused by a simple default or negligence ("*lichte fout*" / "*faute légère*") or a gross negligence or gross default ("*grove fout*" / "*faute grave*") exceed:

a) [Redacted]

b) [Redacted]

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9.8 In the event a Non-Performance of a Party causes a Loss to several Affected Parties and the total Loss incurred by all Affected Parties exceeds the hold harmless obligation set forth in this Article 9.7, the amount payable to the Affected Party(ies) shall be reduced *pro rata* the Loss incurred by each Party.

The obligation for a Party to hold harmless and indemnify the other Party(ies) also applies when the other Party(ies) have contributed to the Loss, it being understood that such hold-harmless and indemnification obligation shall then be reduced in proportion to their respective contribution to the Loss.

9.9 The Party(ies) shall in no event (including in the event of a gross misconduct and regardless of whether such indemnification obligation is based upon an action or claim in contract, tort or negligence) hold harmless and indemnify another Party for any incidental, indirect or consequential damage including, but not limited, to loss of opportunity, loss of goodwill, loss of business, loss of profit, reputation damage, suffered by the third party initiating the third party claim.

9.10 A Party receiving a third party claim shall immediately inform the Defaulting Party thereof and such Defaulting Party shall upon request provide assistance in defending the third party claim.

The defendant Party has the right to request the Defaulting Party to join any discussions or dispute settlement procedure (whether amicable, judicial or arbitral) following a third party claim, and the Defaulting Party also has the right to join such procedure (except provided otherwise under Applicable Law). The right of defence of the Defaulting Party shall always be duly observed.

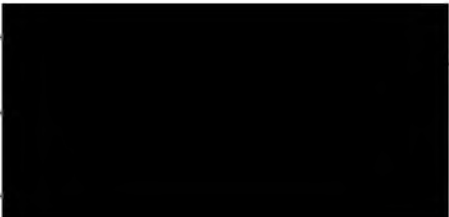
The defendant Party shall not approve any proposed settlement with respect to the third party claim without the approval of the Defaulting Party. Such approval shall not be unreasonably withheld, conditioned or delayed.

In the event a Party receives a claim by a third party, it shall inform the other Parties:

- a) as soon as possible of the main elements of such claim (such as the object of the claim, legal basis, main arguments and submitted proof if any); and
- b) of the outcome regarding such claim (such as the outcome of any legal proceedings or of any amicable settlement, any withdrawal of the claim) as soon as that outcome is available.

ARTICLE 10. INSURANCE

10.1 INDRA shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Agreement, the appropriate insurance for covering its potential liabilities under the Agreement. INDRA shall submit a copy of the certificate of insurance upon the NEMOs' request.

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ARTICLE 11. FORCE MAJEURE

- 11.1** No Party shall be liable for delay or failure to fulfil its obligations under the Agreement if the delay or failure in performing the concerned obligation results from Force Majeure.
- 11.2** Any Party affected by Force Majeure, shall:
- a) send the other Parties prompt notification describing the nature of Force Majeure, its probable duration and the impact thereof on the performance of the Party's obligations under the Agreement;
 - b) use its Best Efforts to limit the consequences and duration of the Force Majeure;
 - c) provide regular (and, in any event, weekly) notices to the other Parties about its actions and plans for action under Article 11.2, b); and
 - d) provide prompt notice to the other Parties as soon as the circumstances giving rise to the event of Force Majeure have been cured, mitigated or have otherwise ceased.
- 11.3** A Party affected by Force Majeure shall be excused from any delay or failure in performance, in whole or in or part, of its obligations under the Agreement for so long as, and to the extent that, the performance of such obligations is affected by Force Majeure.
- 11.4** A Party cannot, under any circumstances, be held responsible or held liable to pay any compensation for damage suffered, due to any delay or failure in performance, in whole or in part, of any one or more of its obligations, when such delay or failure in performance is due to a Force Majeure event.
- 11.5** If Force Majeure continues for two (2) consecutive months following the notice under Article 11.2, a), the Party(ies) that has (have) invoked Force Majeure shall be entitled to terminate for cause (under the terms and conditions of ARTICLE 13) immediately upon notice sent in writing and provided that it demonstrates that:
- a) the event of Force Majeure invoked in the notice under Article 11.2, a) prevents it from performing its obligations under the Agreement which are to be considered as essential obligations under the Agreement; and
 - b) it (they) has (have) taken all reasonable measures to remedy such Force Majeure but it is impossible to remedy the Force Majeure by such reasonable measures.

ARTICLE 12. ENTRY INTO FORCE - TERM

- 12.1** The Agreement enters into force with retroactive effect as of April, 1st 2018, provided it has been signed by all Parties.
- 12.2** For the Development Services, the Agreement shall remain in force until the PMI Logger Analysis Tool has been developed by INDRA and accepted by the NEMOs without any reserve, without any prejudice to any warranty rights the NEMOs have under the Agreement and under Applicable Law and all their rights to seek remedy or compensation for (latent) defects.
- 12.3** For the Hosting Services and the Maintenance Services, the Agreement is entered into for a term of three (3) years from the date of signature of the Agreement. Upon expiration of this initial fixed

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term, the Agreement shall automatically be extended for successive one (1) year terms, unless either INDRA or all the NEMOs notified in writing, at the latest six (6) months prior to the expiration of the initial three (3) year term or the then current one (1) year term, that the Agreement shall not be extended.

The Agreement will automatically expire ten (10) years after its entry into force, without any possibility of automatic extension beyond that date.

ARTICLE 13. TERMINATION

13.1 Termination due to expiration of the duration

13.1.1 The Agreement shall terminate upon expiry of the term initially agreed as stated in ARTICLE 12, following a termination notice provided in accordance with Article 12.3, or upon expiry of any of its extensions without renewal or upon expiry of its maximum duration of ten (10) years. INDRA shall inform the NEMOs six (6) months before the expiration of each term of the upcoming expiration of that term.

13.2 Termination for cause

13.2.1 INDRA or the NEMOs upon a joint decision of the NEMOs, shall be entitled, without any court intervention and without any specific termination compensation being due, to terminate the Agreement immediately upon notice if the NEMOs respectively INDRA:

- a) commits a material breach of the Agreement which is incapable of remedy; or
- b) commits a material breach of the Agreement, including non-payment of an invoice by all NEMOs, which is capable of remedy but remains unresolved for more than sixty (60) days following notice from the non-breaching party specifying the breach complained and required remedy.

13.2.2 The NEMOs shall, upon a joint decision of the NEMOs, be entitled, without any court intervention and without any specific termination compensation being due, to terminate the Agreement immediately upon written notice if INDRA:

- a) goes or is put into liquidation, except for a solvent amalgamation or reconstruction; or
- b) enters into any composition or arrangement with its creditors generally.

13.2.3 The NEMOs shall be entitled, without any court intervention and without any specific termination compensation being due, to terminate the Agreement immediately upon written notice if the ID NEMO Cooperation or if the XBID-MSA is terminated.

13.2.4 Each individual NEMO shall be entitled, without any court intervention and without any specific termination compensation being due, to withdraw from the Agreement immediately upon written notice in the event of termination of its participation to the ANIDOA, provided it has paid its share of the remuneration to be paid to INDRA in accordance with Annex 2 (PMI Logger Analysis Tool Development Services) and Annex 3 (Hosting & Maintenance Services). In such case the Agreement shall remain into force with the NEMOs that remain.

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13.3 In the event that INDRA or the NEMOs terminate the Agreement this obliges them to the following:

- a) on the part of the NEMO(s) concerned, to pay to INDRA all the outstanding payments for the Services effectively and correctly provided by INDRA, as well as all the costs incurred by INDRA as a consequence of the early termination, except in case the termination is due to a breach of INDRA.
- b) on the part of INDRA, to provide the Services until the end of the termination notice period and to ensure that all relevant knowledge and information in respect of the provision of the Services is transferred to the NEMOs or to the service provider selected by the NEMOs prior to the expiration of the termination notice period.

ARTICLE 14. ACCESSION BY OTHER NEMOS

14.1 The Agreement is open to accession by any New NEMO that accedes to the ANIDOA.

The accession shall be effected by the New NEMO wishing to accede by signing the accession declaration as provided in Annex 4 (Accession Declaration Form). Upon signature of such accession declaration, the Agreement shall become effective *vis-à-vis* the NEMO wishing to accede, and the NEMO wishing to accede shall be treated as a New NEMO under the Agreement, with the same rights and obligations of the existing NEMOs.

14.2 To the extent the remuneration to be paid to INDRA for the provided Services is dependent on the number of NEMOs receiving the Services, any increase of cost or remuneration towards INDRA as a result of the accession of New NEMO shall be borne by New NEMO.

14.3 Any New NEMO shall thus be entitled to the Services (and participate in the payment of the remuneration) as soon as such new NEMO has acceded in accordance with this ARTICLE 14.

ARTICLE 15. MISCELLANEOUS

15.1 Entire agreement. Cumulative remedies. Severability

15.1.1 The Agreement, including its Annexes, constitutes the entire agreement of the Parties with respect to the subject matter hereof and contains everything the Parties have negotiated and agreed upon relating to the same subject matter and supersedes all prior verbal or written agreements and is intended by the Parties as the complete and exclusive statement of the terms of their agreement.

15.1.2 No waiver of any term, provision or condition of the Agreement shall be effective except to the extent to which it is made in writing and signed by the waiving Party. No omission or delay on the part of any Party in exercising any right, power or privilege under the Agreement shall operate as a waiver by it of any right to exercise it in future or of any other of its rights under the Agreement. For the avoidance of doubt, if a Party fails to perform any of its obligations hereunder, and another Party fails to enforce the provisions relating thereto, such Party's failure to enforce the Agreement shall not prevent its later enforcement.

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- 15.1.3 All remedies set forth in the Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise, and may be enforced concurrently or from time to time.
- 15.1.4 If any term or provision of the Agreement shall be found to be illegal or unenforceable, such illegal or unenforceable provision will be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the Parties expressed herein.
- 15.1.5 The invalidity or ineffectiveness of any Article of the Agreement shall not affect the validity of the remainder of the Agreement.

15.2 Notices

- 15.2.1 All notices and correspondence under the Agreement shall be in writing and may be delivered by e-mail, by personal service, express courier using an internationally recognised courier company, or certified mail, return receipt requested to the recipient Party at the relevant postal and/or email address specified for such purposes in Annex 5 (Contact and invoicing details). A notice shall be effective upon receipt and shall be deemed to have been received (i) at the time of delivery, if delivered by hand, registered post or courier or (ii) at the time of transmission if delivered by e-mail, provided that, in either case, where delivery occurs outside Working Hours, the notice shall be deemed to have been received at the start of Working Hours on the next following Business Day.
- 15.2.2 The Parties agree that the working language for all notifications and for all matters relating to their cooperation under the Agreement shall be English, to the extent compatible with the Applicable Law.
- 15.2.3 All communications of the INDRA shall be addressed to all NEMOs or to the SPOC appointed by the Parties (as the case may be).

15.3 Independent Contractor

The relationship between the Parties under the Agreement is that of independent contractors, and nothing contained in the Agreement shall be construed to create a relationship of employer and employee or principal and agent between the NEMOs and INDRA nor shall it be deemed a partnership, joint venture or fiduciary relationship for any purpose. The NEMOs' personnel shall serve under the exclusive direction and control of the relevant NEMO and shall not be deemed to be employees or agents of INDRA. The NEMOs shall be solely responsible for payments of all their respective personnel's compensation, including wages, benefits, taxes, workers' compensation, disability, and other insurance and the withholding or deduction of such items to the extent required by Applicable Law.

15.4 Assignment

- 15.4.1 Any Party may assign in whole or in part its rights and obligations concerning the Agreement to an Affiliate subject to a prior notice to the other Parties about this circumstance.
- 15.4.2 The Agreement shall not be assigned or otherwise transferred by a Party in whole or in part to a third party other than an Affiliate without the express prior written consent of the other Parties.

15.5 Non-solicitation

During the term of the Agreement and for a period of one (1) year following the date of termination, INDRA respectively the NEMOs shall not actively solicit for employment any employee, contractor, consultant, or

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other representative of the NEMOs respectively INDRA unless mutually agreed in writing. As regards the NEMOs, this non-solicitation clause only applies in respect of employees, contractors or representatives of INDRA that are directly involved in the provision of the Services.

If the NEMOs respectively INDRA knowingly hires INDRA's respectively a NEMO's employee, contractor, consultant or other representative during the term of the Agreement or within one (1) year following the date of termination and without obtaining the prior written consent of INDRA respectively the NEMO(s) concerned, the hiring Party shall pay to the concerned Party a one-time fee of fifty percent (50%) of that employee's, contractor's, consultant's or other representative's gross annual salary or compensation for the last twelve (12) months prior to the employee's, contractor's, consultant's or other representative's departure.

15.6 For the avoidance of doubt, nothing in the Agreement shall preclude INDRA to perform other services for NEMOs or any other of the NEMOs to conclude an agreement with INDRA in its own name and on its own behalf for other services.

15.7 The Parties cannot, without the written consent of the other Party create or assume obligations of any type, on behalf of the other, nor represent another Party.

15.8 No change, alteration, modification or addition to the Agreement shall be binding on the Parties except if made by written amendment duly signed by the Parties. Any change to the Agreement can only be validly agreed upon in writing, duly signed by the legal representatives of the Parties.

15.9 In the event of the termination of the Agreement for whatever reason, the provisions which expressly are intended to survive the termination of the Agreement are ARTICLE 1, ARTICLE 7, ARTICLE 8, ARTICLE 9, ARTICLE 10, ARTICLE 11 and ARTICLE 15 (for the term indicated therein) and without prejudice to the right of a Party to settle any dispute arising after termination out of or in connection with the Agreement in accordance with all the provisions of the Agreement.

15.10 Each Party shall maintain records that are complete and accurate for all the relevant material regarding the performance by it of all its obligations under the Agreement and each Party shall retain such records for a period as required in accordance with Applicable Law, with a minimum of three (3) years unless otherwise required by Applicable Law. On another Party's first substantiated request, a Party shall provide the other Parties with a copy of all or part of the records as indicated by the requesting Parties, if available.

15.11 Governing Law

This Agreement shall be governed, interpreted and construed in accordance with the Belgian Law.

15.12 Settlement of disputes

Any and all disputes arising in connection with or relating to the validity, construction, interpretation or termination of the Agreement or any part thereof, when not settled amicably shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules.

The arbitration tribunal shall sit in Brussels (Belgium) and the proceedings shall be in the English language.

The arbitration award shall be final and binding on the Parties and shall be enforceable in any court having jurisdiction thereof.

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In deviation of the foregoing, in the event the value of the object of the dispute does not exceed the total amount of remuneration paid under the Agreement, the courts of Brussels shall be exclusively competent to settle the dispute.

The provisions of Article 15.12 shall in no way infringe the right of each individual NEMO to initiate individual legal proceedings against INDRA.

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IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute the Agreement in five (5) original copies on the date mentioned below.

For: INDRA SISTEMAS, S.A ("INDRA")

For: INDRA SISTEMAS, S.A ("INDRA")

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11/07/2018

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11/07/2018

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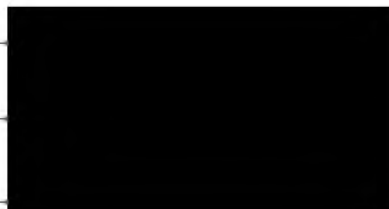
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**For: EPEX Spot Belgium SA (“EPEX
Belgium”)**

**For: EPEX Spot Belgium SA (“EPEX
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For: EPEX SPOT SE (“EPEX”)

For: EPEX SPOT SE (“EPEX”)

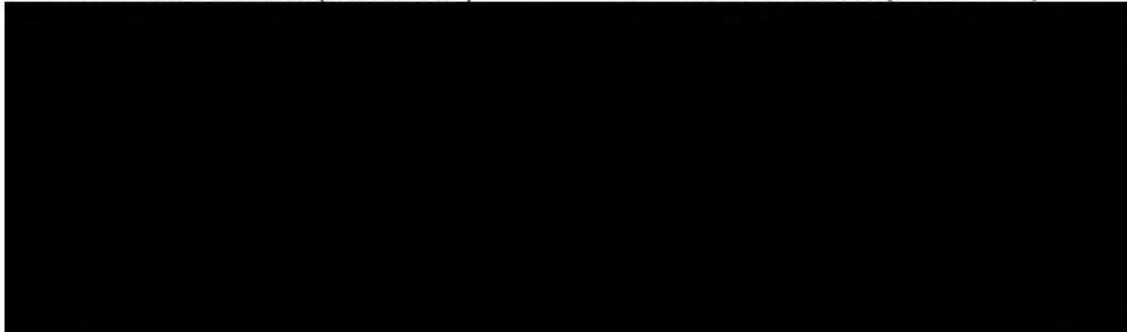


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For: NORD POOL AS ("Nord Pool")

For: NORD POOL AS ("Nord Pool")



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For: OMI, POLO ESPAÑOL, S.A. ("OMIE") For: OMI, POLO ESPAÑOL, S.A. ("OMIE")



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ANNEXES

- Annex 1 – Definition List
- Annex 2 – PMI Logger Analysis Tool Development Services
- Annex 3 – Hosting & Maintenance Services
- Annex 4 – Accession Declaration Form
- Annex 5 – Contact and invoicing details
- Annex 6 – Tariffs

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