

All NEMO Intraday Operational Agreement (ANIDOA)

ANNEX 8

NEMO Central Admin services

Initial of BSP	Initial of CROPEX	Initial of EPEX Belgium	Initial of EPEX	Initial of GME	Initial of HUPX Ltd.
Initial of IBEX	Initial of LAGIE	Initial of Nord Pool	Initial of OMIE	Initial of OPCOM	Initial of OTE

I. Purpose of this Annex

In accordance with Article 17.2.1 of the Agreement, this Annex 8 (NEMO Central Admin services) sets forth the terms and conditions under which the Operational NEMOs appoint a NEMO Central Admin for the performance of the services to be provided by the NEMO Central Admin as described in the NEMO Operational Procedures, in particular in the document with the title “XBID_NEMO_OTH_03 – XBID NEMO Admins”.

All capitalized terms not expressly defined herein, shall have the meaning attributed to them in Annex 1 (Definition list).

II. Appointment of the NEMO Central Admin service providers

The Operational NEMOs agree to assign NEMO Central Admin service providers who shall provide the NEMO Central Admin services as described herein.

Every Operational NEMO has the right to nominate itself in order to be appointed as a NEMO Central Admin service provider. The NEMO OPSCOM shall decide on the appointment of the NEMO Central Admin service providers, taking into account at least the following designation requirements:

- i. Fluent knowledge of the English language;
- ii. Participation in the XBID System testing for parts relevant for the NEMO Central Admin; and
- iii. Knowledge of the Joint XBID Procedures and NEMO Operational Procedures.

NEMO ID SC may decide to apply a process (e.g. based on what is used in day ahead) for establishing that the above conditions are fulfilled and to guarantee the quality of the service.

The NEMO OPSCOM shall determine the maximum number of Parties that are allowed to be appointed as an NEMO Central Admin service providers. The number of appointed NEMO Central Admin service providers shall at least be three (3).

The NEMO Central Admin service providers shall on a voluntary basis, with effect from the Business Go-Live, individually and in rotation provide the NEMO Central Admin services to the benefit of all Operational NEMOs.

In the event the number of Operational NEMOs appointed as a NEMO Central Admin service provider is below the threshold of three (3), the remaining Operational NEMOs shall explicitly declare if they are willing to continue the provision of the NEMO Central Admin services. In the absence of such an explicit declaration, the NEMO ID SC shall appoint a Third Party service provider for this service.

III. NEMO Central Admin services to be performed

The NEMO Central Admin services to be performed consist of performing the actions and tasks described in the NEMO Operational Procedures, in particular in the document with the title “XBID_NEMO_OTH_03 – XBID NEMO Admins”.

The NEMO Central Admin service providers shall appoint one of them on a rotating basis to provide the NEMO Central Admin services as primary NEMO Central Admin and one of them as back up NEMO Central Admin.

In due time before Business Go-Live, the participating Operational NEMOs and the rotational calendar shall be agreed. Any change in or new appointment of the NEMO Central Admin, any change in the rotational calendar or any termination of the NEMO Central Admin services shall be notified in writing to the NEMO OPSCOM.

The NEMO Central Admin shall inform the NEMO OPSCOM in writing in the event of any difficulty arising in the course of the performance of its obligations under this Annex 8 (NEMO Central Admin services). Furthermore, the NEMO Central Admin shall inform the NEMO OPSCOM of any matter of relevance in the context of this

Initial of BSP	Initial of CROPEX	Initial of EPEX Belgium	Initial of EPEX	Initial of GME	Initial of HUPX Ltd.
Initial of IBEX	Initial of LAGIE	Initial of Nord Pool	Initial of OMIE	Initial of OPCOM	Initial of OTE

Annex 8 (NEMO Central Admin services) of which the NEMO Central Admin becomes aware during the term of its appointment.

IV. Remuneration

[REDACTED]

The daily remuneration may, on a yearly basis, be subject to adaptation taking into account changes in the estimated workload and general price increases in the ICT sector.

The remuneration for the NEMO Central Admin services shall be paid to the primary NEMO Central Admin or to the backup NEMO Central Admin in case the latter takes over the primary role.

Each Operational NEMO other than the Party performing the NEMO Central Admin role shall pay its share of this remuneration in accordance with the terms set forth in Article 26 (Financial Provisions) of the Agreement and Annex 3 (Financial modalities / budget/ invoicing modalities) as of the time it becomes operational.

Settlement and invoicing amongst the Operational NEMOs of this remuneration is subject to Annex 3 (Financial modalities / budget/ invoicing modalities).

V. Data processing

The NEMO Central Admin and the Operational NEMOs shall comply with their respective obligations under the law of their respective country of incorporation as well as all applicable data protection and privacy laws. Should any personal data be acquired by the NEMO Central Admin or the Operational NEMOs, it shall only be used for the purposes of this Annex 8 (NEMO Central Admin services) and shall not be further processed or disclosed without the consent of the relevant Party.

The Operational NEMOs accept and agree that certain personal data may be processed by the NEMO Central Admin and/or subcontractors whom the NEMO Central Admin service providers may appoint within the European Economic Area. The NEMO Central Admin shall safeguard and protect the relevant personal data against unauthorized access, accidental loss, improper use and unlawful disclosure, as required by Applicable Law.

In case further agreements need to be signed in order to comply with the Applicable Law in respect of data protection, the Operational NEMOs shall enter into any such agreement.

VI. Start and duration of the services

The provision of the NEMO Central Admin services shall start at Business Go-Live.

The provision of the NEMO Central Admin services is entered into for one (1) year at the time and is automatically renewed for successive one year-periods, with a maximum term of five (5) years, unless the NEMO Central Admin or the Operational NEMOs benefitting the NEMO Central Admin services, terminate in writing and at the latest three (3) months before the end of the then current term, the services.

The provision of the NEMO Central Admin services shall terminate automatically in case the Agreement is terminated. The Operational NEMOs (other than the NEMO Central Admin) may terminate the NEMO Central Admin services by such NEMO Central Admin if the NEMO Central Admin is subject to one of the cases mentioned in Articles 32.2 and 32.3 of the Agreement.

Initial of BSP	Initial of CROPEX	Initial of EPEX Belgium	Initial of EPEX	Initial of GME	Initial of HUPX Ltd.
Initial of IBEX	Initial of LAGIE	Initial of Nord Pool	Initial of OME	Initial of OPCOM	Initial of OTE

The NEMO Central Admin may terminate the NEMO Central Admin services, subject to a two (2) month prior written notice. In the event the termination of the NEMO Central Admin services would result in the necessity to appoint a Third Party service provider to perform NEMO Central Admin services, the term for terminating the provision of the NEMO Central Admin services will have to be agreed to by the NEMO ID SC upon indication of the NEMO OPSCOM but shall constitute no longer than six (6) months except if a longer period for selection of a Third Party is required under Applicable Law or under Annex 5 (Procurement procedure).

Any termination must be notified by the NEMO Central Admin to the NEMO OPSCOM in writing as soon as possible.

Initial of BSP	Initial of CROPEX	Initial of EPEX Belgium	Initial of EPEX	Initial of GME	Initial of HUPX Ltd.
Initial of IBEX	Initial of LAGIE	Initial of Nord Pool	Initial of OMIE	Initial of OPCOM	Initial of OTE