

Exhibit 12 to the IDOA: Cost sharing, monitoring and settlement

This Exhibit 12 is divided into the following four Sections which detail, pursuant to Article 15 of the Agreement:

- a) the process for sharing, monitoring and settling SIDC Common Costs encountered as of the month following the month of Initial Go-Live, to be further distinguished into:
 - i) SIDC Joint NEMOs and TSOs Common Costs fully covered by this Exhibit 12;
 - ii) SIDC NEMOs-Only Common Costs governed by this Exhibit 12 only for the reporting and follow-up of the budget; and
 - iii) SIDC TSOs-Only Common Costs governed by this Exhibit 12 only for the reporting and follow-up of the budget;
- b) the specific process for re-settlement of Individual NEMO Costs for affected NWE parties (NEMOs and TSOs) under the XBID Market APCA for the period between 14 February 2017 until 31 December 2017 (it being understood that for the month of February 2017, ██████████ of the total Individual NEMO Costs of the month is to be taken into consideration);
- c) the specific process for re-settlement among all Parties of costs incurred under the XBID Market APCA that have been pre-financed by NWE+ TSOs, OMIE and GME for the period between 14 February 2017 until end of month of the Initial Go-Live, but excluding Individual NEMO Costs (it being understood that for the month of February 2017, ██████████ of the costs incurred under the XBID Market APCA that have been pre-financed by NWE+ TSOs, OMIE and GME of the month is to be taken into consideration); and
- d) the specific process for sharing and resettlement of costs connected to being a party of the Accession Stream for the period until 13 February 2017.

For the purpose of this Exhibit 12, all capitalized terms not expressly defined herein shall have the meaning attributed to them in Exhibit 1 (Definition list).

References to provisions of this Exhibit 12 are made using the term “Section” (while references to provisions of the Agreement are made using “Article”).

1. Process for SIDC Common Costs

1.1. SIDC Joint NEMOs and TSOs Common Costs

This Section 1.1 specifies the way in which SIDC Joint NEMOs and TSOs Common Costs set forth under this Exhibit 12 will be categorised, budgeted, handled, reported and calculated for the purpose of sharing between Member States and third countries, settled and invoiced. This will be done in accordance with the Agreement and Legal Provisions, such as the provisions on i) cost recovery (article 75 CACM); ii) costs of establishing, amending and operating single day-ahead and intraday coupling (article 76 CACM); and iii) cost sharing between NEMOs and TSOs in different Member States and third countries (article 80 CACM) without prejudice to any subsequent processes to be organised as the case may be within each Member States for the sake of costs recovery.

1.1.1. General principles

Costs resulting from activities made to the benefit of all NEMOs and all TSOs, as mentioned in Section 1.1.2, shall be considered as SIDC Joint NEMOs and TSOs Common Cost if approved as SIDC Joint NEMOs and TSOs Common Cost by the ID SC.

The SIDC Joint NEMOs and TSOs Common Cost shall be recorded and shared as provided for by CACM and in particular articles 75, 76 and 80 CACM. The following principles shall apply:

- a) The Parties shall ensure that all costs shall be, insofar as such costs are time and material based, appropriately and fairly recorded in timesheets and, insofar as such costs are other expenses, sufficiently documented. More detail is given in Section 1.1.5 of this Exhibit 12.
- b) SIDC Joint NEMOs and TSOs Common Costs must be either: (i) within an approved yearly budget; (ii) the subject of an approved increase in the relevant yearly budget; or (iii) subject to a specific prior approval by the ID SC, the expenditure of each of which must be specifically pre-approved by the ID SC consistently with the terms of Article 12.

- c) All input data for the calculation of the sharing key between Member States and third countries will be updated, at least, on a yearly basis (in quarter 1 of a given calendar year) by the ID SC based on the all NRA(s) guidelines and shall be attached as Annex 1 to this Exhibit 12 for reference purposes. Annex 1 to this Exhibit 12 can be updated by an ID SC decision.
- d) If a (the) respective NRA(s) require(s) changes based on an NRA regulation with regard to the sharing related to a Member State or third country in the course of a given calendar year these changes will be implemented with regard to that Member State or third country in accordance with such NRA regulation.
- e) The necessary input for the yearly report to the NRAs shall, in due time, be provided, with the level of detail required by article 80 CACM, by the ID SC reporting designee to the person responsible for consolidating this information as indicated by the TSOs respectively the NEMOs.
- f) If requested by the NRAs, the relevant TSOs and NEMOs shall provide, within three months or according to the deadline specified by the NRAs, the information necessary to facilitate the assessment of the costs incurred.
- g) Costs shall be reported and settled excluding VAT unless not permitted under Legal Provisions.
- h) Each new contract or each amendment of any present contract with a third party service provider shall be concluded in compliance with the Directive 2014/25/EU and respective national public procurement legislation, if applicable, and shall be subsequently organised and approved by ID SC.
- i) All Parties shall strive as much as possible to avoid "vendor lock-in", meaning that the contracting entity shall not discriminate the economic operators in subsequent public procurement procedures due to the fact that only the original provider owns IPR rights and therefore only he can provide the services procured. The procurement documents shall assure, to the extent possible and to the extent the IDSC considers this economic efficient, the co-ownership by all or a subset of Parties of the relevant IPR.

- j) Costs for the carrying out of the public procurement procedure for services to the benefit of all Parties participating in the SIDC, as well as for the negotiation of the contracts and framework agreements for services to the benefit of all Parties participating in the SIDC shall be considered as SIDC Joint NEMOs and TSOs Common Costs.

1.1.2. Cost categorisation

SIDC Joint NEMOs and TSOs Common Costs will be categorised as:

- a) SIDC Joint NEMOs and TSOs Common Costs of establishing and amending the SIDC; or
- b) SIDC Joint NEMOs and TSOs Common Costs of operating the SIDC.

1.1.2.1. SIDC Joint NEMOs and TSOs Common Costs of establishing and amending the SIDC

The SIDC Joint NEMOs and TSOs Common Costs of establishing and amending the SIDC, to be shared among all Parties, consist of the following categories:

1. Costs of adaptations or further developments of the XBID System that comply with Exhibit 3 (Change Control Procedure);
2. Costs resulting from an amendment of the Agreement of which the modalities are specified in Article 24;
3. Costs of governance activities according to Article 12 related to SIDC Joint NEMOs and TSOs Common Cost of establishing and amending the SIDC, to the benefit of all Parties or all NEMOs or all TSOs participating in the SIDC, and approved as such by the ID SC;
4. The remuneration for the hosting services and the maintenance services of the Service Provider to the extent related to the non-production environments, as provided in the XBID-DSA Hosting and the XBID-DSA Maintenance (including the remuneration for PMI Control set forth in section [REDACTED] to the XBID-MSA), as well as the remuneration under the XBID DSA Licence to the extent related to the non-production environments; and costs resulting from services under the XBID-DSA Consultancy;

- 5. Costs related to the selection, as described in Section 1.1.1., h) to j), of service providers providing services falling under the Agreement; and
- 6. Any other costs element that is, by a decision of the ID SC, classified as SIDC Joint NEMOs and TSOs Common Costs of establishing and amending the SIDC.

1.1.2.2. SIDC Joint NEMOs and TSOs Common Costs of operating the SIDC

The SIDC Joint NEMOs and TSOs Common Costs of operating the SIDC under this Section, to be shared among only the Operational Parties, consist of the following categories:

- a) The net operational cost of the Service Provider, more specifically the cost resulting from the sum of i) to vi), from which vii) needs to be subtracted:

[Redacted content]

- b) The relevant share of the costs related to hosting and maintenance services for the production environments (as referred to under Section 1.1.2.2, a), i) and iv)) shall be covered only by the Operational Parties.

[REDACTED]

- c) In respect of the sharing of the costs related to the license under the XBID-DSA License, all Parties shall contribute to this cost to the extent related to the non-production environment and that Operational Parties only shall contribute to this cost to the extent it is related to the production environments. Although the license fee is a cost under the XBID- DSA License, the formula set forth below under Section 1.1.3.2. for the hosting services shall apply to determine the part of the license fee to be shared by all Parties and the part of this fee to be paid by only the Operational Parties. To this aim the cost of the license as specified in section [REDACTED] [REDACTED] to the XBID-MSA shall be added to the annual total hosting price referred to under Section 1.1.3.2. This shall also apply to the license fee due according to section [REDACTED] to the XBID-MSA, in the event of use of the licensed material after release from escrow as described in the XBID-DSA License.

- d) In respect of the sharing of the remuneration for the PMI Control as set forth in section [REDACTED] of the XBID-MSA, and although this remuneration is part of the remuneration for the maintenance services [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.1.3.3. Remuneration for maintenance services

1. Section [REDACTED] to the XBID-MSA stipulates the ongoing maintenance price for the annual remuneration for the maintenance services (as defined in the XBID-MSA) for each additional individual test environments contracted by NEMOs with the Service Provider.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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1.1.4. Budgeting

1. The yearly budget for the SIDC Joint NEMOs and TSOs Common Costs, shall be subject to the approval of the ID SC.
2. The initial budget for the first period after entry into force of the Agreement until the end of the calendar year is the budget approved by XBID Market APCA ID SC as attached as Annex 2.
3. The ID SC shall approve, on a yearly basis and by no later than the 1st November of the year, the overall yearly budget (including the resources needed to comply with this budget) for the following calendar year as well as a high level road map (expenditures and resources) for the coming 3 years taking into account the following principles, unless otherwise specified in the Agreement:
 - a) Costs incurred by a Party related to internal resources, to the benefit of all Parties or to all Operational Parties, as the case may be, shall be charged at the standard daily rate of [REDACTED] EUR per day (based on 8 hours/day) unless stipulated otherwise by a decision of the ID SC;

It is acknowledged by the Parties that any individual, company or other firm retained by any Party to provide professional services (each a “consultant”) shall be regarded as that Party’s own “internal” resources for the purposes of this Agreement; and

- b) Costs related to external contractors or advisors that provide services to the benefit of all Parties or to all Operational Parties, as the case may be, shall be taken into account at cost, provided these costs are in compliance with the requirements herein.
4. The standard daily rate may be updated on a yearly basis after approval by the ID SC, prior to preparation of the budget by ID SC decision.
5. The number of chargeable hours worked by external resources is limited to 8 hours per person per day Monday to Friday with no chargeable hours at the weekend (to the exclusion, for the avoidance of doubt, of IC SPOC services and other services which require a 24/7 support). The IDSC can agree a variation to this in exceptional circumstances.

1.1.5. Handling of all SIDC Joint NEMOs and TSOs Common Costs

1. Each Party shall complete and submit the timesheets and documentary evidence for costs classified as SIDC Joint NEMOs and TSOs Common Costs to the BM WG no later than the 10th Working Day of the month following the month in which work has been performed. The Parties shall provide for the same requirements in contracts with service providers, except if otherwise agreed by the ID SC.
2. In absence of delivery of the necessary timesheets and/or documentary evidence for costs classified as SIDC Joint NEMOs and TSOs Common Costs, these costs will not be considered as eligible for settlement between the Parties until delivery of the necessary timesheets and documentary evidence.
3. By exception, in the event that any one or more Party(ies) fail(s), for whatever reason, to submit any relevant timesheet(s) and/or documentary evidence for costs classified as SIDC Joint NEMOs and TSOs Common Costs by the 10th Working Day of the month following the month respectively quarter in which work has been performed, such Party may only submit such timesheet(s) and/or documentary evidence for costs classified as SIDC Joint NEMOs and TSOs Common Costs for inclusion in the next month's report, provided that such report shall clearly identify such late-reported items. In any event, all

timesheet(s) and/or documentary evidence for costs classified as SIDC Joint NEMOs and TSOs Common Costs have to be reported within the same calendar year (until 20th Working Day in January of the following calendar year) in which the work has been performed and the later reporting of any relevant timesheet(s) will not be taken into account, except if otherwise agreed by the ID SC.

4. The timesheets shall include:

- a) The time spent (including description of the related activity or service) per third party service provider, the agreed rate per third party service provider and the costs per related activity or service during the previous month;
- b) the time spent (including description of the related activity) per internal resources during the previous month; and
- c) reasonable documentary evidence (including without limitation invoices) relating to the expenses incurred by external and internal resources during the previous month in performing their duties.

5. Travel and accommodation expenses by external and internal resources for activities and services classified as SIDC Joint NEMOs and TSOs Common Costs shall be invoiced at actual cost, and subject to compliance with the following guidelines:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A deviation of these guidelines for travel and accommodation expenses by external and internal resources for activities and services classified as SIDC Joint NEMOs and TSOs Common Costs is allowed if based on an ID SC decision.

6. Monthly reporting for internal follow-up: save in respect of each month falling at the end of a Calendar Quarter, the BM WG shall process the information received in connection with paragraphs 1 to 4 above and shall prepare and submit on 20th Working Day of each month following the month in which work has been performed an overview of the previous month's costs to the ID SC for approval.
7. Quarterly reporting for CACM reporting requirements and invoicing purpose: each month falling after the end of a Calendar Quarter, the BM WG shall process the information received in connection with paragraphs 1 to 4 above and shall prepare and submit on the 20th Working Day of such month a Quarterly Report to the ID SC for final approval. Such Quarterly Report shall contain an overview of the last month of the previous Calendar Quarter together with details of the already validated Monthly Reports in respect of such Calendar Quarter. The information in the overview of the last month of the previous Calendar Quarter shall at least be as detailed as the Monthly Report.
8. The BM WG shall ensure that all timesheets and documentary evidence for costs classified as SIDC Joint NEMOs and TSOs Common Costs provided to it and all documentary evidence with respect to expenses provided to it are made freely available to all the Parties prior to the approval of such costs.
9. The BM WG shall ensure that all relevant documentation, including but not limited to calculations in the framework of the Monthly Report and Quarterly Report are stored in the common (online) storage place referred to in Article 26.2.

1.1.6. SIDC Joint NEMOs and TSOs Common Costs sharing key

1. SIDC Joint NEMOs and TSOs Common Costs shall be broken down into the categories described in the Section 1.1.2 and the sharing key shall be applied for each category separately.

2. For the calculation of the contribution share of Member States and third countries to SIDC Joint NEMOs and TSOs Common Costs, the following formula will be applied in accordance article 80(3) CACM for each settlement period¹ by the BM WG:

$$\frac{1}{8} \frac{1}{MS} + \frac{5}{8} \frac{C_x}{TC} + \frac{2}{8} \frac{TV_x}{TTV}$$

The consumption as specified in the Eurostat report 105a is used as a basis for the calculation of the TV_x and TTV until the NRAs indicate otherwise.

Where:

- a) For sharing of SIDC Joint NEMOs and TSOs Common Costs for establishing and amending the SIDC as set forth in Section 1.1.2.1 the following values shall be used:

- MS: the number of Member States and third countries participating in the SIDC;
- C_x: latest available value included in the Eurostat report 105a of consumption of each Member State or third country;
- TC: sum of latest available values included in the Eurostat report 105a of consumption in all Member States and third countries;
- TV_x: traded volume in each Member State or third country calculated as the sum across all products effectively traded and for each trading period in each NEMO active in the Member State or third country (either designated or passporting):

(Purchase Traded Volume [MWh] + Sale Traded Volume [MWh]) / 2);

and

- TTV: sum of traded volume across all Member States and third countries.

- b) For sharing of SIDC Joint NEMOs and TSOs Common Costs of operating the SIDC as set forth in Section 1.1.2.2 the following values shall be used:

¹ Currently defined as Calendar Quarter.

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- MS: the number of Member States and third countries where at least one Operational Party uses the SIDC;
- Cx: latest available value included in the Eurostat report 105a of consumption of each Member State or third country in operation where at least one Operational Party uses the SIDC;
- TC: sum of latest available values included in the Eurostat report 105a of consumption in all Member States and third countries where at least one Operational Party uses the SIDC;
- TVx: traded volume in each Member State or third country where at least one Operational Party uses the SIDC calculated as the sum across all products effectively traded and for each trading period in each NEMO active in the Member State or third country (either designated or passporting):
$$(\text{Purchase Traded Volume [MWh]} + \text{Sale Traded Volume [MWh]}) / 2;$$
and
- TTV: sum of traded volumes across all Member States and third countries where at least one Operational Party uses the SIDC.

The SIDC Joint NEMOs and TSOs Common Costs of operating the SIDC shall only be shared between the Operational Parties.

3. For calculation of each NEMO and TSO share (irrespective of whether such NEMO or TSO is a Party to the Agreement) to SIDC Joint NEMOs and TSOs Common Costs in each Member State or third country according to CACM, the contribution share attributable to a given Member State or third country (as a result of the computation included in Section 1.1.6, paragraph 2) shall be multiplied using the percentage sharing key amongst NEMOs and TSOs active in such Member State or third country as defined and provided by the competent NRA(s). The outcome of this calculation shall be provided to the ID SC for validation and made available to all Parties and stored in the common (online) storage place referred to in Article 26.2.
4. The list of percentage sharing keys amongst NEMOs and TSOs active in each Member State or third country is attached to this Exhibit 12 as Annex 3 and

may be updated anytime following a regulation of the competent NRA(s). The latest version of Annex 3 will be maintained by BM WG.

5. As long as not all NEMOs and TSOs of all Member States or third countries have signed the Agreement, an additional calculation specified in Section 1.1.6, paragraph 6 is needed to ensure that the costs are pre-financed by all Parties according to the sharing key set forth in article 80 CACM. The additional calculation will be performed by the BM WG per applicable settlement period where the condition is not fulfilled and this calculation will be approved by the ID SC. The BM WG will ensure that these calculations will be stored in the common (online) storage place referred to in Article 26.2. The settlement as described in Section 1.1.7 will be done between Parties based on the end result of the calculation specified in this Section as long as all TSOs and NEMOs of the Member States or third countries that need to sign the Agreement have not done this.
6. For the calculation of each Parties' share of the SIDC Joint NEMOs and TSOs Common Costs for establishing and amending the SDIC to be paid according to the Agreement, the following formula shall be used:

$$\text{Share of Party (P)} = \sum_{x \in MS} \text{share of P in MS}(x) \times \frac{1}{TSP}$$

Where:

- P refers to a Party of the Agreement;
 - X refers to a particular Member State or third country;
 - MS refers to set of all Member States and third countries according to CACM; and
 - TSP refers to sum of shares of all NEMOs and TSOs who are Parties to the Agreement.
7. For the calculation of each Party's share of the SIDC Joint NEMOs and TSOs Common Costs of operating to be paid according to the Agreement, the total amount to be shared shall be multiplied by the percentage sharing key calculated according to paragraphs 2 and 3 of this Section.

1.1.7. Cost approval and invoicing mechanism

1. Each Party shall bear the respective share of SIDC Joint NEMOs and TSOs Common Costs for establishing and amending the SIDC and the respective share of SIDC Joint NEMOs and TSOs Common Costs of operating the SIDC as calculated according to paragraph 6 respectively paragraph 7 of Section 1.1.6 above.
2. The invoicing and payment thereof shall be performed separately for the SIDC Joint NEMOs and TSOs Common Costs of establishing and amending the SIDC and the SIDC Joint NEMOs and TSOs Common Costs of operating the SIDC on a calendar quarterly basis (or such other frequency as the ID SC determines) according to the following procedure:
 - a) By no later than twenty (20) Working Days after the end of each Calendar Quarter, the BM WG will send via e-mail to each ID SC member, a report (the "**Quarterly Report**") as provided under Section 1.1.5. The report will also be stored in the common (online) storage place referred to in Article 26.2. The report shall detail the following:
 - i) In respect of such Calendar Quarter, a clear identification, expressed in euro, of the various incurred SIDC Joint NEMOs and TSOs Common Costs according to the different cost categories as specified in Section 1.1.2.1 and 1.1.2.2.;
 - ii) A link to the common (online) storage place referred to in Article 26.2 where the timesheets and documentary evidence for costs classified as SIDC Joint NEMOs and TSOs Common Costs can be found;
 - iii) Details of the cumulative SIDC Joint NEMOs and TSOs Common Costs incurred as of 1 January of the relevant year;
 - iv) A short summary of important issues detected by BM WG during the establishment of the report; and
 - v) Any other relevant matters as the BM WG shall determine as reasonable for the purposes of the Quarterly Report.

- b) together with a document (the "**Quarterly Account**"), prepared by BM WG, which shall detail separately for the SIDC Joint NEMOs and TSOs Common Costs of establishing and amending the SIDC and the SIDC Joint NEMOs and TSOs Common Costs of operating the SIDC the following:
- i) A clear identification of the various SIDC Joint NEMOs and TSOs Common Costs items to be made subject to an invoice by those Party(ies) having incurred SIDC Joint NEMOs and TSOs Common Costs in respect of such Calendar Quarter;
 - ii) Details of the relevant share of each Party calculated according to Section 1.1.6, expressed in euro, of the total SIDC Joint NEMOs and TSOs Common Costs in respect of such Calendar Quarter;
 - iii) Details of the invoicing between each Claiming Party towards one or more Paying Parties according to the principles provided under letter c. and d. below; and
 - iv) The ID SC will review the settlement process set forth under c) and d) following two (2) quarters of operation and shall decide based on this review whether this process shall be adapted.
- c) Performed separately for the SIDC Joint NEMOs and TSOs Common Costs of establishing and amending the SIDC and the SIDC Joint NEMOs and TSOs Common Costs of operating the SIDC, if the share of a Party of the total SIDC Joint NEMOs and TSOs Common Costs in respect of such Calendar Quarter and given category as calculated according to letter b.ii above is higher than the SIDC Joint NEMOs and TSOs Common Costs incurred by such Party in the given Calendar Quarter and given category, such Party (the "**Paying Party**") shall be subject to invoices by Party(ies) whose share of the total SIDC Joint NEMOs and TSOs Common Costs in respect of such Calendar Quarter and given category as calculated according to letter b.ii above is lower than the SIDC Joint NEMOs and TSOs Common Costs incurred by such Party (the "**Claiming Party**") in respect of such Calendar Quarter and given category.

- d) The following mechanism shall be used in order to identify which Paying Party(ies) shall be invoiced by each Claiming Party:
- i) Parties are sorted according to the net amount resulting from letter c) and a comparison of the SIDC Joint NEMOs and TSOs Common Costs incurred by a Party and its share of the total SIDC Joint NEMOs and TSOs Common Costs calculated according to letter b),ii) for each individual Party as follows:
 - For the Claiming Party(ies), with the highest claim to the lowest;
 - For the Paying Party(ies), with the lowest to the highest amount to be paid; and
 - If two Parties do have the same outcome of the net amount, they are sorted based on alphabetical order;
 - ii) The claim of the first Claiming Party on the list is paired with the remaining net amount of the last Paying Party;
 - iii) If the claim of first Claiming Party on the list is fully covered by the last Paying Party, then:
 - the first Claiming Party is supposed to invoice the last Paying Party for the whole amount of Claiming Party´s claim;
 - the remaining net amount of the last Paying Party is reduced by the invoiced amount;
 - this Claiming Party is removed from the list; and
 - the process is repeated from step ii) onwards, with the second Claiming Party on the list becoming the first Claiming Party on the list;
 - iv) If the claim of first Claiming Party on the list is not fully covered by the remaining net amount of the last Paying Party, then:
 - the first Claiming Party is supposed to invoice the last Paying Party for Paying Party´s remaining net amount;

- the claim of the first Claiming Party is reduced by such invoiced amount;
 - this last Paying Party is removed from the list; and
 - the process is repeated from step ii) onwards, with the last but one Paying Party on the list becoming the last Paying Party on the list; and
- v) The mechanism shall stop with the invoice between last Claiming Party and first Paying Party on the original list. It is recognised that, in view of the process, a Claiming Party may need to invoice more than one Paying party.
3. If no objection is raised by any of the ID SC members within five (5) Working Days after receipt by them of the Quarterly Report and the Quarterly Account, the Quarterly Report and the Quarterly Account will be deemed approved by the ID SC. The ID SC shall also expressly record the deemed approval of the relevant Quarterly Report and Quarterly Account at the next scheduled meeting of the ID SC or at an ad-hoc meeting of the ID SC. If a timely objection is raised it will be discussed in ID SC.
4. Irrespective of whether the Quarterly Report and the Quarterly Account are approved at a meeting (either scheduled or ad-hoc) of the ID SC or by deemed approval, the BM WG shall, by no later than the 3rd Working Day following the date of such approval, provide the Parties with copies signed by the person indicated by ID SC (in PDF or other suitable electronic format) of such approved Quarterly Report and Quarterly Account based on which respective Claiming Parties shall issue the invoices towards specified Paying Parties and in specified amounts according to Section 2.

1.2. SIDC NEMOs-Only Common Costs

1. All NEMOs shall report to BM WG the SIDC NEMOs-Only Common Costs:
- a) by no later than on 1 November of a given calendar year, the yearly budget of SIDC NEMOs-Only Common Costs for the following calendar year as well as a high level road map for the coming three (3) years; and

- b) on the 15th Working Day of a month in which a Quarterly Report is due, a report of encountered NEMOs-Only Common Costs for tracking of budget fulfilment.
2. SIDC NEMOs-Only Common Costs shall be handled, budgeted, categorised, reported and calculated for the purpose of sharing between the Member States and third countries, settlement and invoicing under the ANIDOA.

1.3. SIDC TSOs-Only Common Costs

1. All TSOs shall report to the ID SC:
 - a) by no later than on 1 November of a given calendar year, the yearly budget of SIDC TSOs-Only Common Costs for the following calendar year as well as a high level road map for the coming three (3) years; and
 - b) on the 15th Working Day of a month in which a Quarterly Report is due, a report of encountered SIDC TSOs-Only Common Costs for tracking of budget fulfilment.
2. SIDC TSOs-Only Common Costs shall be handled, budgeted, categorised, reported and calculated for the purpose of sharing between the Member States and third countries, settlement and invoicing under the TCID.

2. Invoicing and payments

2.1. Invoice information

1. Each invoice issued according to the Agreement shall be sent by email, but at the request of a Party a paper version shall also be provided. The approved Quarterly Report referred to in Section 1.1.7, 4) shall be attached to all invoices issued. Each invoice shall include at least the following items:
 - a) Full name and address of both the invoicing Party and the invoiced Party;
 - b) VAT number of both the invoicing Party and the invoiced Party;
 - c) Invoiced amount, valued in euro;
 - d) Bank account and bank address (including IBAN and BIC) on which the relevant payment shall be made;
 - e) Invoice number;

- f) Invoice issue date;
 - g) Settlement period;
 - h) Designation of the service on the invoice (including the reference to the Quarterly Report and the Quarterly Account that are used as basis for issuing the invoice) and whether the invoice is related to the SIDC Joint NEMOs and TSOs Common Costs for establishing and amending the SIDC or the SIDC Joint NEMOs and TSOs Common Costs of operating the SIDC with indication of the period covered. In case of resettlement the invoice should refer to the resettlement. For resettlement the period covered shall not be specified;
 - i) Tax rate and tax amount separately, if any;
 - j) Specific constraint for invoicing, required by article 226 of Directive 2006/112/CE, if any, e.g. indication of the reference to the applicable provision of the Directive where the supply of services is subject to the VAT reverse charge procedure;
 - k) Reference if required by the invoiced Party; and
 - l) Payment term in accordance with paragraph 2) hereafter.
2. Each Party shall pay the invoiced amount within thirty (30) days from the end of the month of the receipt of the respective invoice (the "**Due Date**"). All payment(s) shall be made by wire transfer to the bank account indicated in the invoice(s).
3. Default interest on any amounts not paid by the Due Date, shall accrue at the legal interest rate as specified in the Belgian Law of 02/08/2002 on combating late payment in commercial transactions, as modified by the Law of 22 November 2013, implementing Directive 2011/7/EU.
4. A Party whose invoice(s) is (are) not paid within 90 days of the Due Date by another Party(ies) is entitled to claim to socialize these costs among the relevant Parties (i.e. all Parties or Operational Parties, according to the relevant cost category, and to the exception of the Party failing to pay its invoice (hereafter the "**Socialising Parties**"), if the Party failing to pay its invoices

indicates it will not pay these invoice(s). The Socialising Parties shall pay their contribution to the unpaid invoice to the original invoicing Party based on the sharing key provided in Section 1.1.6., excluding the Party that has not paid the invoice, and following the further modalities to be determined by the ID SC.

If the invoice of the Party failing to pay its invoice is, in the end, paid by that Party, the received amount shall be retributed to the Socialising Parties pro rata their contribution, following the settlement process set forth under Section 1.1.7, 2) c) and d).

In respect of the Party that is failing to pay its invoice(s) the following applies:

- a) For the avoidance of doubt, the foregoing shall not release the Party failing to pay its invoice(s), to pay this invoice(s);
- b) The ID SC will, upon receipt of the claim to socialize the unpaid invoice, assess the next steps towards the Party failing to pay its invoice(s);
- c) The original invoicing Party shall take all necessary measures to recover payment by the Party that is failing to pay and will inform the Socialising Parties as soon as it receives payment; and
- d) The Socialising Parties shall use their Best Efforts to receive from the relevant NRA(s) assistance to recover the unpaid invoice.

2.2. Invoice dispute

1. All or any part of an invoice can only be contested based on a calculation or process error. In such case the contesting Party, shall inform the BM WG and ID SC as soon as possible and in any event within ten (10) Working Days of the date of the invoice of the disputed amount and the basis for disputing such invoice, together with any appropriate information supporting its position. The undisputed part of the invoiced amount shall remain payable as provided herein. Any contestation by a Party of all or any part of an invoice will, if not solved, be subject to the Dispute resolution procedure set out in Article 25. Notwithstanding the existence of any Dispute relating to all or any part of an invoice, the Disputing Party shall remain for all purposes (other than payment

of the contested part of such invoice pending resolution of such Dispute) subject to all its obligations under the Agreement.

2. Payment by either Party of the invoice, wholly or in part, shall not itself, in case of a Dispute regarding such invoice, be considered as an acceptance or validation of the activities performed which are subject of such a Dispute.

3. Specific provision for settlement of Actual Net Imbalance Costs

3.1. Preconditions

1. The OPSCOM shall provide to all Parties the service level as set forth in section [REDACTED] of XBID-DSA Hosting of a particular period (at the moment of the Initial Go-Live this is a month) as well as the moment of occurrence of cases as referred to in Article 5.3.2 of the Agreement that led to a specific level of a SLA for a particular period.
2. The procedure specified in Article 5.3.2.3 of the Agreement shall apply.
3. A NEMO that wants to claim under Article 5.3.2.1. or/and Article 5.3.2.2. needs to provide to the TSOs and the NEMOs the imbalance settlement invoice information for each imbalance settlement period per incident and per Market Area that led to a specific level of SLA across all concerned imbalance price areas related to the intraday timeframe as well as the procedural costs resulting from Article 5.3.2.3.
4. All Parties shall check whether the provided information is complete (information for all Market Areas is delivered) and relevant (only imbalances information for the moment of occurrence of incidents and the intraday timeframe).
5. If the information is incomplete or not relevant, the BM WG shall contact the NEMO to request the missing information and/or to ask confirmation to discard certain information. As long as the condition of completeness and relevance for a particular NEMO is not fulfilled, no settlement of the Actual Net Imbalance Costs for that NEMO can take place.

6. If the condition of completeness and relevance for a particular NEMO is met, the BM WG calculates the sharing of the Actual Net Imbalance Costs for that particular NEMO as well as the procedural costs following from Article 5.3.2.3 according to the CACM sharing key for the Operational Parties as referred to in Article 5.3.2.1. and Article 5.3.2.2. and as set forth in Section 1.1.6.
7. The calculation is submitted to the ID SC for approval.

As soon as the ID SC validates the calculation, all Operational Parties shall settle this in the next invoicing period. The settlement will be done according to the invoicing process as specified in Section 1.1.7 letter d) separately for the portion to be fully recovered from all TSOs and the portion to be jointly shared by all Operational Parties.

8. The SIDC Joint NEMOs and TSOs Common Costs of operating the SIDC allocated to all Operational Parties can be added to the invoicing process in place for SIDC Joint NEMOs and TSOs Common Costs of operating the SIDC.

3.2. Sharing key

1. The cost resulting from Article 5.3.2 categorised as SIDC Joint NEMOs and TSOs Common Costs of operating the SIDC shall be shared as specified in Section 1.1.6.
2. However, for the purpose of Article 5.3.2.1, ii), b), 3) the portion to be fully shared solely between all TSO Operational Parties (as SIDC TSOs-Only Common Cost of operating the SIDC) and the portion to be jointly shared between all Operational Parties shall be calculated according to the following formula:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4. Process for re-settlement of Individual NEMO Costs among Affected PXs and NWE+ TSOs under the XBID Market APCA for the period between 14 February 2017 until 31 December 2017

1. As of 1 January 2018, the NWE+ TSOs have stopped pre-financing Individual NEMO Costs of Affected PXs. This follows the qualification of these individual XBID Market APCA costs of Affected PX as national costs, which is recognized both by the NEMOs and the respective NRAs. These Individual NEMO Costs of Affected PX continue to be reported to the NRAs on a monthly basis. As such, only a re-settlement of these Individual NEMO Costs of Affected PX between 14 February 2017 until 31 December 2017 is needed between the NWE+ TSOs on the one hand and Affected PX on the other hand.
2. As reported in NRA project progress reporting, the Individual NEMO Costs of Affected PXs are not classified as SIDC Joint NEMOs and TSOs Common Costs of establishing and amending the SIDC. As a consequence, the SIDC Joint NEMOs and TSOs Common Costs sharing key as specified in Section 1.1.6 is not applicable to these costs. No reallocation of these costs according to CACM rules is needed.
3. An overview of the amount pre-financed to Affected PX separately per NWE+ between 14 February 2017 until 31 December 2017 is provided in Annex 4.
4. As soon as a particular NWE+ TSO provides the NRA regulation regarding the allocation of these Individual NEMO Costs of Affected PX to the BM WG, the

financial settlement with Affected PX will be calculated by BM WG for the next ID SC which takes place at the latest five (5) Working Days after the publication or notification, as the case may be, of the relevant NRA regulation.

5. After validation by the ID SC of this calculation, the NWE+ TSO can settle the amount that the relevant NRA indicated Affected PX need to resettle for this period via invoices towards EPEX Spot and/or Nord Pool or credit notes from EPEX Spot and/or Nord Pool, in accordance with the classification in the NRA project progress reporting mentioned in Section 4, 2).

5. Process for re-settlement among all Parties of costs incurred under the XBID Market APCA pre-financed by NWE+ TSOs, OMIE and GME for the period between 14 February 2017 until end of the month of the Initial Go-Live

Parties agree that for the purpose of this Section of Exhibit 12 , the XBID Market APCA invoicing and settlement process as applied between the parties to the XBID Market APCA, shall apply until the end of the month in which Initial Go-Live takes place, it being understood that any decision making and governance in this respect shall be done in accordance with Article 8.

5.1. SIDC Joint NEMOs and TSOs Common Costs

1. Parties agree that for the purpose of the Agreement, SIDC Joint NEMOs and TSOs Common Costs for the period between 14 February 2017 until end of the month of the Initial Go-Live consist of the following sub-categories of XBID Market APCA costs (further detailed in Annex 5 including the estimation of total costs for each sub-category):
 - a) Service Provider costs;
 - b) PMO and project manager costs to support and lead ID SC, subcommittees or working groups created in accordance with the XBID Market APCA and Article 8 IDOA;
 - c) Hosting costs for meetings;

- d) Provision of central services such as project place and charges related to these service;
 - e) PMO and project manager costs to support and lead Go-Live co-ordination activities;
 - f) LIP testing co-ordination and support costs from the Service Provider;
 - g) Test environments for LIP testing and other common testing activities;
 - h) Accession Stream project management and PMO support (until the Accession Stream ceases to exist);
 - i) Project management, PMO, project activities, workshops, document review, impact assessment, negotiation, testing etc. regarding the design and implementation of future requirements. This includes all requests for change and additional service requests , from the commencement of the Agreement onwards, agreed by the ID SC and the continuation and implementation of requests for change and additional service requests agreed by the ID SC prior to the Agreement. This excludes individual costs associated to these activities;
 - j) Procurement, tendering, selection and negotiation of contracts and framework agreements for the appointment of service providers for the joint project including the costs of assigning a Party(ies) to undertake such procurement activities on behalf of the ID SC members;
 - k) Travel and accommodation costs associated with the above common activities providing they are in accordance with Section 1.1.5 above; and
 - l) Provision of other additional services as agreed by the ID SC.
2. For the period from 14 February 2017 until last day of the month of Initial Go-Live, the SIDC Joint NEMOs and TSOs Common Costs will be initially shared by the XBID Market APCA parties and shall therefore be shared amongst all Parties as soon as possible after Initial Go-Live in accordance with CACM and the competent NRAs regulations. If such process cannot be organised within six (6) months after Initial Go-Live possible mitigation measures need to be discussed at ID SC level.

3. Any TSO or NEMO adhering to the Agreement after the last day of the month of the Initial Go-Live shall pay its share of the SIDC Joint NEMOs and TSOs Common Costs for the period from 14 February 2017 until the last day of the month of Initial Go-Live together with its share of all SIDC Joint NEMOs and TSOs Common Costs for the period from the last day of the month of Initial Go-Live until its adherence as further specified in Section 8.
4. The SIDC Joint NEMOs and TSOs Common Costs for the period between 14 February 2017 until end of the month of the Initial Go-Live shall be considered as SIDC Joint NEMOs and TSOs Common Costs of establishing and amending the SIDC.
5. SIDC Joint NEMOs and TSOs Common Costs for the period between 14 February 2017 until end of the month of the Initial Go-Live shall be shared in accordance with the Common Cost Sharing Key determination detailed in Section 1.1.6 above and in accordance with the following process:
 - a) By no later than thirty (30) Working Days after the end of the month of the Initial Go-Live, the BM WG shall send via e-mail to each ID SC member, a report covering the period between 14 February 2017 until end of the month of the Initial Go-Live which shall detail the following:
 - i) in respect of such period, a clear identification, expressed in euro, of the various incurred SIDC Joint NEMOs and TSOs Common Costs;
 - ii) Cumulative amount of the SIDC Joint NEMOs and TSOs Common Costs incurred during this period; and
 - iii) Any other relevant matters as the BM WG or ID SC shall determine as reasonable for such purpose;
 - b) After approval of the abovementioned report by the ID SC, the process described in Section 1.1.6 shall be used in order to calculate the share of each NEMO and TSO in each Member State or third country according to CACM and to calculate the share of each Party to the Agreement. If the NRAs provide a different settlement for the period or a subset of the period then this will be taken into account. An overview of possible deviations can be found in Annex 3. Outcome of this calculation, together with the clear identification of the costs shares already incurred by XBID Market APCA

parties during the period between 14 February 2017 until end of the month of the Initial Go-Live, shall be subject to the ID SC approval;

- c) If a share of the SIDC Joint NEMOs and TSOs Common Costs of establishing and amending the SIDC of a NEMO incurred under the XBID Market APCA pre-financed by NWE+ TSOs, OMIE and GME was already recovered from the NWE+ TSOs, any recovery of the costs by the XBID Market APCA TSO shall be considered as share pre-financed by the relevant NWE+ TSOs and not by the Affected PX under the APCA;
- d) The net difference between each Party's share of SIDC Joint NEMOs and TSOs Common Costs of establishing and amending the SIDC during the period between 14 February 2017 until end of the month of the Initial Go-Live (as calculated according to point b) above) and the SIDC Joint NEMOs and TSOs Common Costs of establishing and amending the SIDC already incurred by such Party during this period (taking into account point c) above) shall be invoiced between the Parties based on the mechanism described in Section 1.1.7, paragraph 2, letter d) within twenty (20) Working Days after approval of the calculation and incurred cost shares according to point b) above; and
- e) Invoices shall be issued and payments shall be made in accordance with conditions described in Section 2.

5.2. SIDC NEMOs Only Common Costs

1. Parties acknowledge that the sharing of the SIDC NEMOs Only Common Costs amongst all NEMOs for the period between 14 February 2017 until end of the month of the Initial Go-Live shall be governed by the ANIDOA.
2. For the period from 14th February 2017 until end of the month of the Initial Go-Live the NWE+ TSOs have recovered and will recover the SIDC NEMOs-Only Common Costs of Affected PXs under the XBID Market APCA.
3. The Affected PX shall report to the NWE+ TSOs their share of the SIDC NEMOs-Only Common Costs for the period between 14 February 2017 until end of the month of the Initial Go-Live as calculated purely according to CACM cost sharing rules.

4. As soon as possible after the competent NRA regulation for cost recovery of the SIDC NEMOs-Only Common Costs for the period from 14th February 2017 until end of the month of the Initial Go-Live in relevant NWE Member States is provided by the competent NRA, the net difference between the part of the SIDC NEMOs-Only Common Costs recovered from the NWE+ TSOs by Affected PXs under the XBID Market APCA and the part of the share attributable to Affected PXs in such Member States or third country as calculated purely according to CACM cost sharing rules which is recoverable from the TSO(s) of that Member State or third country according to the competent NRA regulation provided by the relevant NRA, shall be calculated. If the NRAs provide a different settlement for the period or a subset of the period then this will be taken into account. An overview of possible deviations can be found in Annex 3.
5. The net difference (as calculated according to point 4 above) shall be invoiced directly between the EPEX Spot respectively Nord Pool and TSO(s) within twenty (20) Working Days after approval of the net difference and relevant invoices shall be issued and payments shall be made in accordance with conditions described in Section 2.

5.3. SIDC TSOs-Only Common Costs

1. The Parties acknowledge that the sharing of the SIDC TSOs-Only Common Costs amongst all TSOs for the period between 14 February 2017 until end of the month of the Initial Go-Live shall be governed by the TCID .

6. Process for re-settlement of Accession Stream costs among all Accession Stream members for the period until 13th February 2017

1. The NWE+ TSOs, OMIE and GME pre-financed the Accession Stream project management, project management office and associated costs for the period from the creation of the Accession Stream until 13th February 2017 [REDACTED]
[REDACTED] The Accession Parties shall reimburse NWE+

TSOs, OMIE and GME for these costs within a reasonable period after Initial Go-Live.

2. The parties of the Accession Stream have agreed to share these costs amongst those parties that approved the "Accession stream terms of reference" (Accession Parties) based on a Common Cost Sharing Key mechanism detailed in Section 1.1.6 applied only amongst the Accession Parties, applying the Northern Ireland consumption (9TWh) instead of UK consumption to calculate SONI's share.
3. The Accession Parties shall reimburse the NWE+ TSOs, OMIE and GME for the costs specified in paragraph 1 within a reasonable period after Initial Go-Live and in accordance with the following process:
 - a) By no later than thirty (30) Working Days after the end of the month of the Initial Go-Live, the BM WG convenor shall send via e-mail to each Accession Party, a report covering the period until 13 February 2017 which shall detail the following:
 - i) in respect of such period, a clear identification, expressed in euro, of the various incurred Accession Stream costs; and
 - ii) cumulative amount of Accession Stream costs incurred during this period.
 - b) The report provided according to point a) above shall be subject to the review by the Accession Parties during a fifteen (15) Working Day period commencing when the information is provided.
 - c) The share of Accession Stream costs shall be invoiced to the Accession Parties by NWE+ TSOs, OMIE and GME using the mechanism described in Section 1.1.7, paragraph 2 letter d), within twenty (20) Working Days after the approval of the calculation and incurred cost shares according to point b) above.
4. Invoices shall be issued and payments shall be made in accordance with the conditions described in Section 2.

7. Exit Plan and other costs

7.1. Exit Plan costs

1. The cost of an Exit as determined in the Exit Plan according to Article 20.5.2 shall be allocated and settled as proposed by the ID SC and as consented to by the Exiting Party.
2. As soon as the ID SC and the Exiting Party have agreed upon the costs of an Exit and the modalities how these costs will be settled, all Parties shall follow such instructions and issue respective invoices according to Section 2.

7.2. Other costs

1. Should the ID SC identify other costs than the one specified in this Exhibit 12 that are up for settlement, the ID SC will validate the conditions for the settlement of these costs as well as the classification of these costs.

8. Process for accession of a new Party

1. As soon as a Party accedes to the Agreement, the BM WG will assess for this Party the amount to be paid by this Party covering:
 - a) The share of the new Party of the SIDC Joint NEMOs and TSOs Common Costs from 14 February 2017 until the moment of its adherence;
 - b) The costs associated to the recalculations and preparations needed for the process of resettlement being estimated as follows, except for Parties adhering to the Agreement before the start of the first resettlement process after Initial Go-Live: a fee of one Working Day (standard rate for an internal resource) per settlement period that needs to be assessed and a fee of one Working Day per settlement period for the costs specified in section 1.1.6. paragraph 6; and
 - c) If this party was an Accession Party, the share attributable to this Party of Accession Stream costs.
2. These costs, as calculated according to Section 1.1.6, will be included in the Accession Form, as specified in Exhibit 11, as historical costs.
3. During the settlement period following the signature of the Accession Form by the acceding Party, the share of total SIDC Joint NEMOs and TSOs Common

Costs of the acceding Party will be increased by the amount of historical costs included in paragraph 1 above, while the share of total SIDC Joint NEMOs and TSOs Common Costs of other Parties will be reduced by a share of the amount of historical costs included in paragraph 1 of the acceding Party calculated by the BM WG proportionally to

- a) the share they pre-financed by application of the sharing rules set forth in Section 5.1 and, if the accession occurs after end of month of the Initial Go-Live, Section 1 for the costs related to letter a) and b) of paragraph 1 of this Section 8; and
- b) the share they pre-financed by application of the sharing rules set forth in Section 6 for the costs related to letter c) of paragraph 1 of this Section 8 if such Party was also an Accession Party.

Annex 1 – Reference input data for calculation of CACM cost sharing.

1. With regards to formula for calculation of contribution share of Member State and third countries to SIDC Joint NEMOs and TSOs Common Costs **for establishing and amending the SIDC** according to Section 1.1.6 following data shall be used for the period from 14th February 2017 until 31st December 2018:

- a. For the number of Member States and third countries participating in the single intra-day coupling – the **"MS" = 27** shall be used, covering following EU Member States plus Norway:

Austria, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, UK (including Northern Ireland which is considered separately when calculating cost sharing) and Norway.

- b. For the final consumption ("Cx"), following values included in the Eurostat report 105a of for each Member State or third country shall be used (it being understood that they will be replaced on a yearly basis based on updated Eurostat reports):

Member State	Final consumption in 2016 according to Report 105a (data from 04.06.2018) (in GWh) to be used for sharing of SIDC Costs in 2017
Austria	61.852
Belgium	81.725
Bulgaria	28.939
Croatia	15.300
Czech Republic	57.997
Denmark	31.152
Estonia	7.139
Finland	80.759
France	440.971
Germany	517.377
Greece	53.463
Hungary	37.541
Ireland	26.099

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Italy	286.027
Latvia	6.482
Lithuania	9.750
Luxembourg	6.372
Netherlands	105.332
Poland	132.839
Portugal	46.353
Romania	43.569
Slovakia	24.987
Slovenia	13.026
Spain	233.172
Sweden	127.496
UK (including Northern Ireland whose consumption is 9TWh)	303.902
Norway	113.709

2. With regards to formula for calculation of contribution share of Member State and third countries to Joint NEMOs and TSOs Common Costs for **operating the SIDC** according to Section 1.1.6 following data be used for the period from 14th February 2017 until 31st December 2018:

a. For the number of Member States and third countries operationally participating in the single intra-day coupling – the **“MS” = 14** shall be used, covering following EU Member States plus Norway:

Austria, Belgium, Denmark, Estonia, Finland, France, Germany, Latvia, Lithuania, Netherlands, Portugal, Spain, Sweden and Norway.

b. For the final consumption (“Cx”), following values included in the Eurostat report 105a of for each Member State or third country shall be used (it being understood that they will be replaced on a yearly basis based on updated Eurostat reports):

Member State	Final consumption in 2016 according to Report 105a (data from 04.06.2018) (in GWh) to be used for sharing of SIDC Costs in 2017
Austria	61.852
Belgium	81.725
Denmark	31.152
Estonia	7.139

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Finland	80.759
France	440.971
Germany	517.377
Latvia	6.482
Lithuania	9.750
Netherlands	105.332
Portugal	46.353
Spain	233.172
Sweden	127.496
Norway	113.709

3. The BM WG shall use directly the consumption values within the cost sharing formula provided in paragraph 2 of Section 1.1.6 in order to calculate precise percentage share of each Member State or third country and ultimately the precise percentage share of each Party. These percentage shares shall not be rounded in order to ensure that the maximum deviation per Party is limited to 0.5 cents once the percentage share is multiplied by the total amount of costs.

Annex 2 – Budget template + budget for 2018

Figure 1 – 2018 Costs of Operating the SIDC

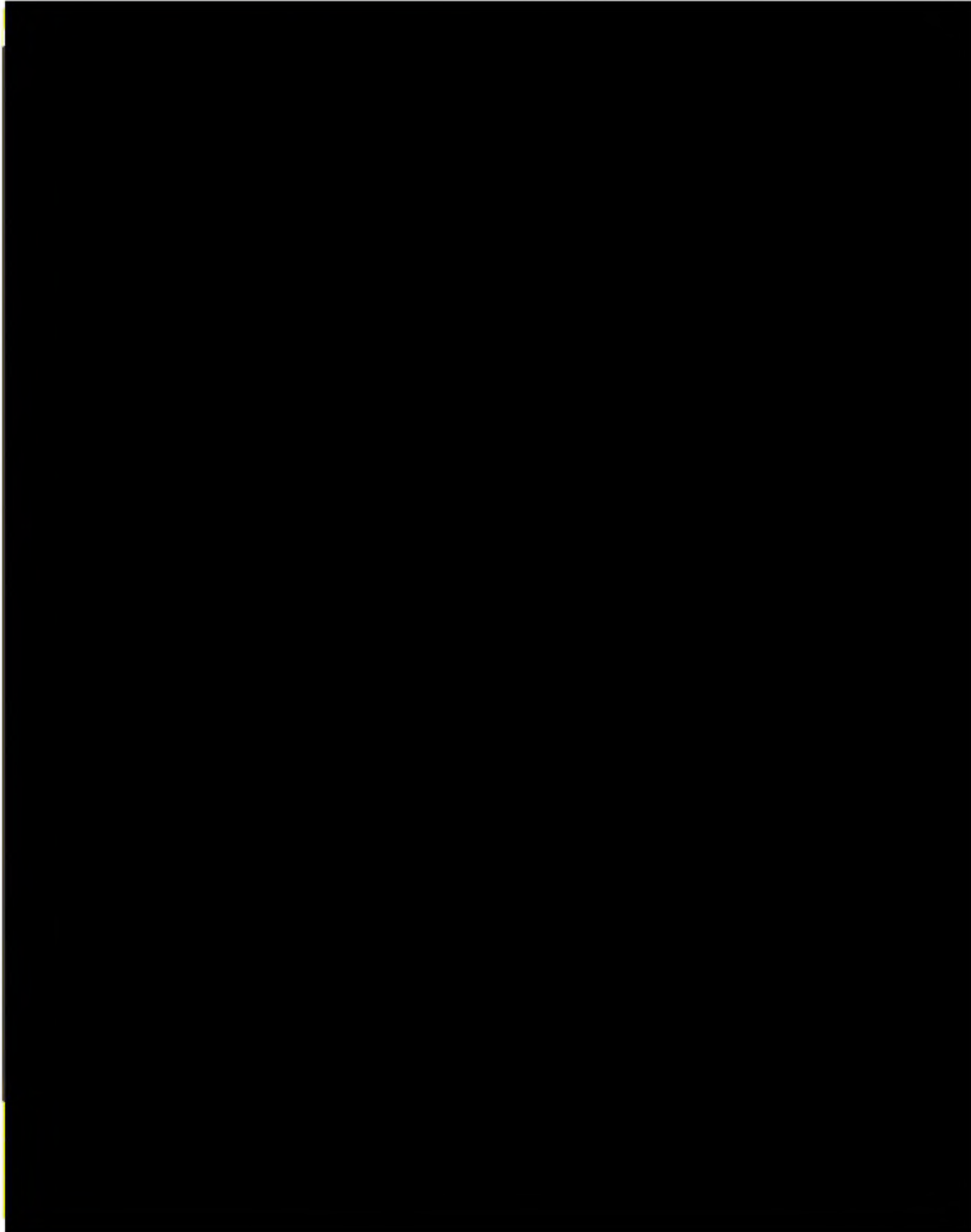
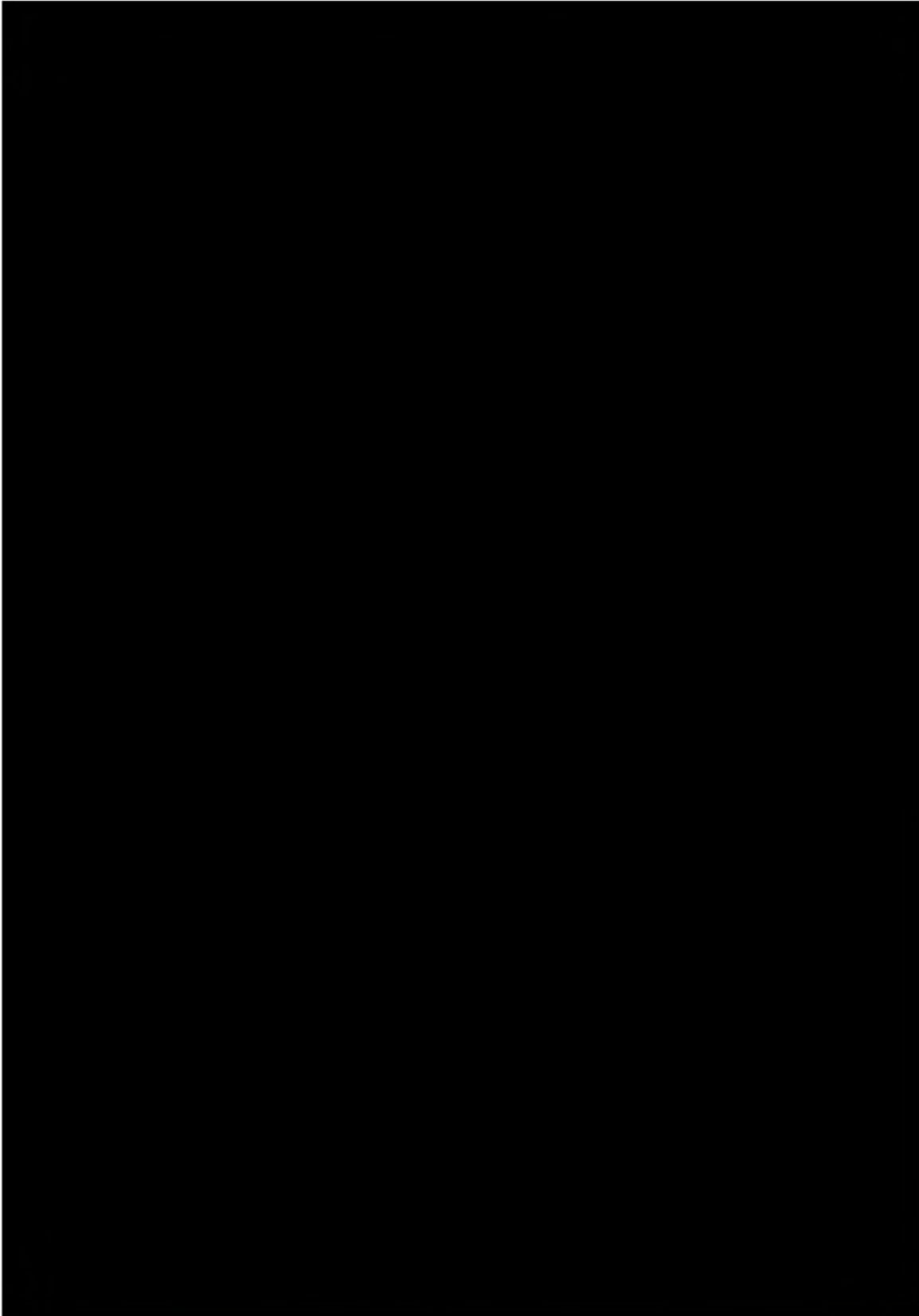


Figure 2 – 2018 Costs of Establishing and Amending the SIDC



The numbers in Figure 1 and Figure 2 have been approved by Parties based on certain assumptions available to Parties.

Annex 3 - List of percentage sharing keys amongst NEMOs and TSOs active in each Member State or third country.

1. With regards to percentage sharing keys amongst NEMOs and TSOs active in each Member State or third country contributing to SIDC Joint NEMOs and TSOs Common Costs **for establishing and amending the SIDC** according to Section 1.1.6 following data shall (unless not in line with input received from the relevant NRA, in which case the latter shall prevail) be used for the period from 14th February 2017²³⁴⁵⁶⁷⁸⁹.

² For Belgium till 31 December 2017 a different share within the MS needs to be used, namely 100% for Elia.

³ For Denmark the share is based on NRA position that common joint NEMOs costs shall be shared that 1/3 of the costs is a flat rate based on the numbers of NEMOs in the country and 2/3 is shared based on traded volume. As soon as EPEX becomes operational NEMO the traded volumes in DK will need to be considered in the cost-sharing formula between NEMOs, starting from the following calendar year.

⁴ For Estonia the share is based on NRA position that common joint NEMOs costs shall be shared that 1/3 of the costs is a flat rate based on the numbers of NEMOs in the country and 2/3 is shared based on traded volume. As soon as EPEX becomes operational NEMO the traded volumes in EE will need to be considered in the cost-sharing formula between NEMOs, starting from the following calendar year.

⁵ For France the share is based on the principle, that NEMO key for costs of establishing and amending is an equal share between all FR NEMOs. This means that the key is to be updated as soon as a new NEMO is designated in France, or passporting in France.

⁶ For Latvia the share is based on NRA position that common joint NEMOs costs shall be shared that 1/3 of the costs is a flat rate based on the numbers of NEMOs in the country and 2/3 is shared based on traded volume. As soon as EPEX becomes operational NEMO the traded volumes in Latvia will need to be considered in the cost-sharing formula between NEMOs, starting from the following calendar year.

⁷ For Luxembourg 100% for the TSO, as long as there is no Nemo hub active in Luxembourg, meaning that agreed NEMOs in Luxembourg have no trading activity in Luxembourg.

As soon as trading activities take place in Luxembourg, the sharing foreseen in Luxembourg between the TSO and the NEMOs is as followed:

Share for the TSO = $1/8 * 1/MS + 5/8 * Cx/TC$ and share for the NEMOs = $2/8 * TVx/TTV$ (terms of the formulas are defined in the above article 1.1.6.2.)

The sharing between the NEMOs in Luxembourg is as followed: [Traded volume of a NEMO on the LU intraday market] / [total traded volume on the LU intraday market by all NEMOs active in LU]

⁸ For UK Ofgem are undertaking a 2nd Consultation during spring/early summer 2018. The arrangements will be added, by agreement of IDSC, once the decision of Ofgem has become final.

⁹ For Poland the share is based on NRA position that common joint NEMOs costs shall be shared that 1/3 of the costs is a flat rate based on the numbers of NEMOs in the country and 2/3 is shared based on traded volume on intraday market (traded volume of a NEMO on the PL intraday market / total traded volume on the PL intraday market). Until intraday traded volume in Poland is equal to zero the result is that for NEMOs acting in Poland costs are divided evenly (1/3).

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Member State (MS)	Entity	Share within MS	NEMO split within MS	Member State (MS)	Entity	Share within MS	NEMO split within MS
Austria	APG	50,0000%		Latvia	AST	50,0000%	
	EPEX	37,9200%	75,84%		NP	41,6650%	83,33%
	EXAA	6,4400%	12,88%		EPEX	8,3350%	16,67%
	NP	5,6400%	11,28%	Lithuania	LITGRID	50,0000%	
Belgium	ELIA	50,0000%			NP	41,6650%	83,33%
	EPEX	45,0000%	90,00%		EPEX	8,3350%	16,67%
	NP	5,0000%	10,00%	Luxembourg	Creos	100,0000%	
Bulgaria	ESO	50,0000%			EPEX	0,0000%	0%
	IBEX	50,0000%	100,00%		NP	0,0000%	0%
Croatia	HOPS	50,0000%		Netherlands	Tennet BV	50,0000%	
	CROPEX	50,0000%	100,00%		EPEX	50,0000%	100,00%
Czech Republic	CEPS	50,0000%			NP	0,0000%	0%
	OTE	50,0000%	100,00%	Poland	PSE	50,0000%	
Denmark	ENDK	50,0000%			TGE	16,6667%	33%
	NP	41,6650%	83,33%		EPEX	16,6667%	33%
	EPEX	8,3350%	16,67%		NP	16,6667%	33%
Estonia	Elering	50,0000%		Portugal	REN	50,0000%	
	NP	41,6650%	83,33%		OMIE	50,0000%	100,00%
	EPEX	8,3350%	16,67%	Romania	TEL	50,0000%	
Finland	Fingrid	50,0000%			OPCOM	50,0000%	100,00%
	NP	41,6650%	83,33%	Slovakia	SEPS	50,0000%	
	EPEX	8,3350%	16,67%		OKTE	50,0000%	100,00%
France	RTE	50,0000%		Slovenia	ELES	50,0000%	
	EPEX	25,0000%	50,00%		BSP	50,0000%	100,00%
	NP	25,0000%	50,00%	Spain	REE	50,0000%	
Germany	50Hzt	21,9600%			OMIE	50,0000%	100,00%
	Amprion	32,0700%		Sweden	SVK	50,0000%	
	Tennet	28,4400%			NP	41,6650%	83,33%
	TransnetBW	17,5300%			EPEX	8,3350%	16,67%
	EPEX	0,0000%	0%	UK (including NI whose consumption is 9.000 GWh)	NationalGrid	24,2596%	
	NP	0,0000%	0%		BritNed	24,2596%	
	EXAA	0,0000%	0%		EPEX	48,4989%	99,9580%
Greece	ADMIE	50,0000%			NP	0,0204%	0,0420%
	LAGIE	50,0000%	100,00%		SONI	2,9615%	
Hungary	MAVIR	50,0000%			SONI	0,0000%	0,0000%
	HUPX	50,0000%	100,00%	Norway	Statnett	50,0000%	
Ireland	EirGRID	50,0000%			EPEX	0,0000%	0%
	EirGRID	50,0000%	100,00%		NP	50,0000%	100,00%
	NP	0,0000%	0,00%				
Italy	Terna	50,0000%					
	GME	50,0000%	100,00%				

Intraday Operations Agreement – Exhibit 12: Cost sharing, monitoring and settlement
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2. With regards to percentage sharing keys amongst NEMOs and TSOs active in each Member State or third country contributing to SIDC Joint NEMOs and TSOs Common Costs for **operating the SIDC** according to Section 1.1.6 following data shall be used for the period from 14th February 2017¹⁰¹¹¹²:

Member State (MS)	Entity	Share within MS	NEMO split within MS	Member State (MS)	Entity	Share within MS	NEMO split within MS
Austria	APG	50,0000%		Latvia	AST	50,0000%	
	EPEX	43,5262%	87,0523%		NP	50,0000%	100,00%
	EXAA	0,0000%	0,0000%		EPEX	0,0000%	0,00%
	NP	6,4738%	12,9477%	Lithuania	LITGRID	50,0000%	
Belgium	ELIA	50,0000%			NP	50,0000%	100,00%
	EPEX	45,0000%	90,00%		EPEX	0,0000%	0,00%
	NP	5,0000%	10,00%	Netherlands	Tennet BV	50,0000%	
Denmark	ENDK	50,0000%			EPEX	50,0000%	100,00%
	NP	41,6650%	83,33%		NP	0,0000%	0%
	EPEX	8,3350%	16,67%	Portugal	REN	50,0000%	
Estonia	Elering	50,0000%			OMIE	50,0000%	100,00%
	NP	50,0000%	100,00%	Spain	REE	50,0000%	
	EPEX	0,0000%	0,00%		OMIE	50,0000%	100,00%
Finland	Fingrid	50,0000%		Sweden	SVK	50,0000%	
	NP	41,6650%	83,33%		NP	41,6650%	83,33%
	EPEX	8,3350%	16,67%		EPEX	8,3350%	16,67%
France	RTE	50,0000%		Norway	Statnett	50,0000%	
	EPEX	25,0000%	50,00%		EPEX	0,0000%	0%
	NP	25,0000%	50,00%		NP	50,0000%	100,00%
Germany	50Hzt	21,9600%					
	Amprion	32,0700%					
	Tennet	28,4400%					
	TransnetBW	17,5300%					
	EPEX	0,0000%	0%				
	NP	0,0000%	0%				
	EXAA	0,0000%	0%				

¹⁰ For Belgium till 31 December 2017 a different share within the MS needs to be used, namely 100% for Elia.

¹¹ For Denmark the share is based on NRA position that common joint NEMOs costs shall be shared that 1/3 of the costs is a flat rate based on the numbers of NEMOs in the country and 2/3 is shared based on traded volume. As soon as EPEX becomes operational NEMO the traded volumes in DK will need to be considered in the cost-sharing formula between NEMOs, starting from the following calendar year.

¹² For France the share is based on the principle, that NEMO key for costs of operating is proportional to traded volumes in SIDC – and equal share if traded volumes in SIDC are all zero for all FR NEMOs. NEMO key for costs of operating is updated twice a year according to traded volumes of elapsed months. Therefore, the key to be used from the go-live of XBID is an equal share between all FR NEMOs, and it will be updated according to the traded volumes in FR

3. The BM WG shall use the percentages within the calculation specified in paragraph 3 of Section 1.1.6 in order to calculate precise percentage share of each NEMO and TSO share (irrespective of whether such NEMO or TSO is a Party to the Agreement) to SIDC Joint NEMOs and TSOs Common Costs in each Member State or third country according to CACM. These percentage shares shall not be rounded in order to ensure that the maximum deviation per Party is limited to 0.5 cents once the percentage share is multiplied by the total amount of costs.

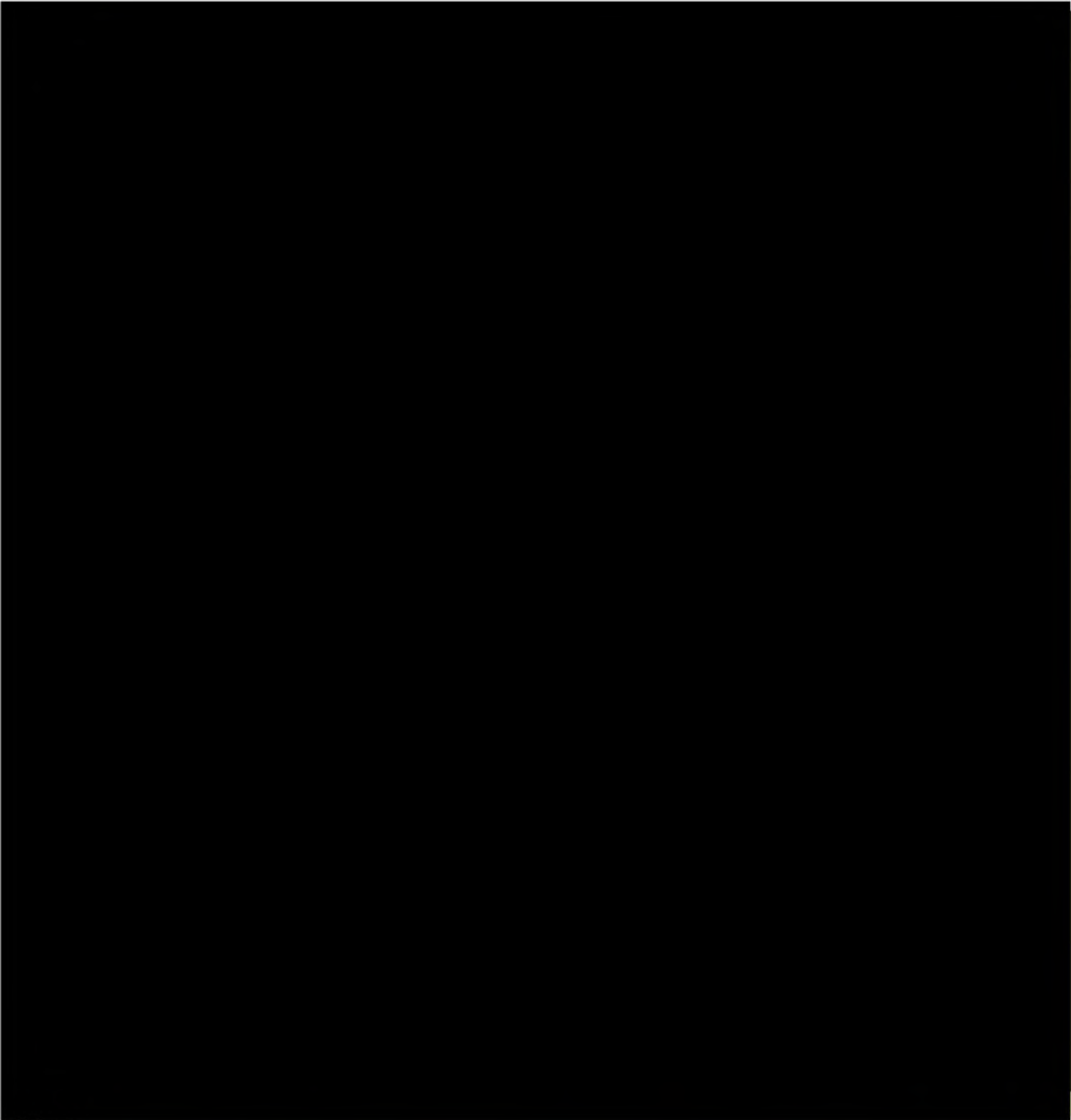
Annex 4 – Overview of amount of individual costs of EPEX Spot and Nord Pool prefinanced by the NWE TSOs

1. With regards to process for re-settlement of Individual NEMO Costs for affected NWE parties (NEMOs and TSOs) under the XBID Market APCA for the period between 14 February 2017 until 31 December 2017 according to Section 4 following data shall be used:



Annex 5 - Overview of amount of historical budget costs

- 1. With regards to process for re-settlement of SIDC Joint NEMOs and TSOs Common Costs for the period between 14 February 2017 until end of the month of the Initial Go-Live following estimation of total costs for each sub-category is made available in line with Section 5.1



Notes:
1) These costs are estimated based on detailed 2c costs monitoring and Q1 2c costs forecast. The monitoring of these costs is not performed separately in all cases and not fully reflected in all reporting therefore it shall be considered as best efforts estimate.
2) Costs of Future Requirements CRs implementation are monitored under i

Annex 6 - Overview of Accession Stream costs sharing

1. With regards to process for re-settlement of Accession Stream costs among all Accession Stream members for the period until 13th February 2017 following sharing is agreed by Accession Parties.

