

Appendix 4 Central Matching Service – electronic Trade Monitoring (eTM)

Service Definition

Task	Measure
Service Definition – eTM	
<p>Electronic Trade Monitoring Service (“eTM Service”) is a subset of the services offered by the Central Matching Service (“CMS”) and can be purchased as software as a service (SaaS), including a feed of the market data provided by EFETnet and which is used by the eTM Service in the analysis it performs for Licensed User. The eTM Service is a part of the EFETnet service portfolio, and builds upon the data collected for and reported through electronic regulatory reporting (eRR).</p>	
<p>The eTM Service comprises four elements:</p>	
<ol style="list-style-type: none"> 1) “eTM Trade Data”, i.e. the orders and transactions of Licensed User, which are the subject of the automatic analysis performed in eTM Processing, and which is either provided by EFETnet from data present on the CMS (“Provided Trade Data”), or is uploaded by Licensed User (“Additional Trade Data”) where such data is not present on the CMS; 2) “eTM Market Data”, i.e. anonymised and aggregated orders and transactions which is representative, for the purpose of the eTM Service, of the whole of the market and which is used as an input by eTM Processing when performing the monitoring and detection required for supported abuse patterns in the eTM Trade Data; <ol style="list-style-type: none"> (i) The eTM Market Data comprises “Provided Market Data”, which is created by EFETnet and derived from trade and order data present on the CMS. Provided Market Data is available as a data feed; and (ii) “Additional Market Data”, from a third party source. Additional Market Data is not available as a data feed from the eTM Service. Additional Market Data supplements the Provided Market Data and in combination with the Additional Trade Data extends the scope of the eTM Service to include markets not addressed by the Provided Trade Data nor included by EFETnet within Provided Market Data. 3) “eTM Processing”, the automated monitoring and detection component of the eTM Service, which upon determining the likelihood of certain abuse patterns being above thresholds set by Licensed User creates an Alert and transmits an appropriate Notification to recipients predetermined by Licensed User; 4) “eTM Analysis”, the graphical user interface to eTM Service, which authorised representatives of Licensed User – possibly upon receiving an Alert – can use to interrogate the Trade Data against the backdrop of the Market Data to further determine the likelihood of suspicious orders and transactions being present. 	
<p>The eTM Service is delivered through a central infrastructure (cloud computing) via the internet to Licensed User and it is an IT tool designed to assist, as part of a broader compliance approach, EFETnet clients active in the energy wholesale market to meet their obligations under EU regulation (No 596/2014) - Market Abuse Regulation (MAR) and specifically the obligation to prevent and detect market abuse by trade monitoring (Art. 16).</p>	

CMS Administration Processes	
<i>Client maintenance</i>	
Adding organisations to the CMS	Part of the standard client on-boarding plan
Testing with new CMS organisations – generation of Alerts communication of trial Notifications	Part of the standard client on-boarding plan
[Training of new CMS users –business]	Part of the standard client on-boarding plan
[Training of new CMS users –technical]	Part of the standard client on-boarding plan, only applicable to Licensed Users wishing to receive the eTM Market Data
Solving processing issues – Alerts not generated despite thresholds set	P2 (see issues below)
Solving processing issues – eTM Trade Data not received	P2 (see issues below)
Solving processing issues – eTM Market Data not generated or received	P2 (see issues below)
Solving communication issues – Notification about new Alert not sent	P2 (see issues below)
Solving communication issues – Additional eTM Trade Data can neither be uploaded to the eTM Service nor transmitted through EFETnet Software (secure messaging)	P2 (see issues below)

Task	Measure
Solving communication issues – Data Feed documents not transmitted to Licensed User through EFETnet Software (secure messaging)	P2 (see issues below)
Resolution of breaks in the process (e.g. missing audit trail elements)	P2 (see issues below)
System Availability	
System availability	24x7, 99% available for all planned hours, measured on a calendar month basis. Excludes planned and emergency outages as defined below
Planned outages	An allowance for planned outages of 2 hours per day plus one additional outage of not more than 8 hours in any one calendar month with 1 calendar weeks' notice Any outage on a weekday to be between 20:00 and 08:00 UK time
Emergency outages	An allowance for single planned outage of not more than 4 hours in any two calendar months with 2 business days' notice within or outside of standard and skeleton support hours
Support Windows	
Standard support	Helpdesk available from 08:00 – 18:00 UK time Monday – Friday excluding UK public holidays
Skeleton support	Helpdesk available from 09:00 – 17:00 UK time for any UK public holidays (excluding the dates laid out in No Support)
Emergency support	All times outside of Standard and Skeleton support hours (excluding the dates laid out in No Support)
No support	No support provided on the following days: Christmas day (25 December) New Year's day (1 January)
Monitoring	
System availability	Ongoing 24x7
Network availability	Ongoing 24x7
Client Ping Pong	Ongoing 24x7, applies to Licensed User subscribing to ETM Market Data or sending Additional Trade Data through messaging
Issues – Definition	

P1 Definition	Major failure of service for one or more clients, no workaround exists for at least one client.
P2 Definition	Major failure of service for one or more clients, where a workaround exists for all affected clients.
P3 Definition	Any other help desk call (fault, clarification, support) for one or more clients.

Task	Measure
Change Request Definition	Request for change to the service and/or application by a registered user.
Information Request Definition	Request for information regarding the CMS by any party
Issues – Response times	
<i>Standard support</i>	
The Standard Support SLAs apply only during standard support hours. The timings for responding/updating shall stop at the end of a standard support day and start again at the start of the next standard support day. The service shall continue to provide updates to affected CMS users until the issue has been resolved.	
P1	Investigation within 10 minutes of automated notification Response to call in 30 minutes. Update to client every 1 hours within Standard Support hours.
P2	Response to call in 120 minutes. Update to client every 4 hours within Standard Support hours.
P3	Response to call in one Business Day (Business Day is defined in the EFETnet General Terms and Conditions).
Change Request	Response to call in one Business Day.
Information Requests	Response to call in one Business Day.
<i>Skeleton support</i>	
The Skeleton Support SLAs apply only during skeleton support hours. The timings for responding/updating are documented within each issue level.	
P1	Response to call in 120 minutes. Update to client every 2 hours between 09:00– 17:00 UK time.
P2	Response to call in 240 minutes. Update to client every 4 hours from 09:00 –17:00 UK time until Standard support restarts.
P3	No action
Change Request	No action
Information requests	No action
<i>Emergency support</i>	
The Emergency Support SLAs apply outside of both standard and skeleton support hours. The timings for responding/updating are documented within each issue level.	

P1	Emergency number supplied. Investigation within 60 minutes of automated notification Response to call on emergency number within 120 minutes. Update to client every 4 hours between 09:00–17:00 UK time.
P2	No action
P3	No action
Change Request	No action
Information requests	No action

Task	Measure
Performance	
Performance requirement for document processing (eTM Trade Data)	Automated analysis will take place each night and complete (including the issuing of any notifications) before 09:00 UTC
Performance requirement for eTM application screen response	Screen refresh for will be generated by the server in no more than 3 seconds
Security of data	
N/A – Addressed in the document “Central Matching Service Data Security Policy”	
Service reporting – KPIs	
The CMS application will be available as per the System Availability statement set out above.	Service Availability measured on a calendar month basis as a percentage of available time Service Availability for any month will be published within one week of the month end
The CMS application meets the performance requirements	Performance measured on a calendar month basis: 95% of measured events meet or exceed the stated performance measure for that event Performance for any month will be published within one week of the month end
The CMS team respond to logged issues as per the Issues statement.	Response time measured on a calendar month basis: 99% of all P1 issues meet or exceed the stated response measures 95% of all other issues meet or exceed the stated response measures for that issue level Response time for any month will be published within one week of the month end
Number of incidents raised (by criticality)	The number of incidents raised in a given period and how they are distributed across the criticality levels

Service Specific Terms and Conditions

1. Service Coverage

- (a) The eTM Processing performs analysis on “Markets” (geographical regions and/or commodities and/or settlement types where liquidity in traded contracts exists) for which eTM Trade Data and eTM Market Data is available. EFETnet maintains a list, which EFETnet changes from time to time, of Markets for which Provided Trade Data and Provided Market Data is available (“Provided Markets”). A Licensed User is deemed to be an “Active Market Participant” in a Market where Provided Trade Data for Licensed User is available in the previous calendar year. The number of Provided Markets in which Licensed User is an Active Market Participant determines the Fees charged by EFETnet to Licensed User for the eTM Service as set out in the Schedule 1, Fee Schedule, to the General Terms. EFETnet also maintains a list, which EFETnet changes from time to time, of “Additional Markets” to which Licensed User may elect to subscribe but for which no Provided Trade Data nor Provided Market Data is available or for which the Provided Market Data exists but does not meet EFETnet’s quality criteria as set out in the document Provided Market Data Quality Criteria, for these Markets where Provided Trade Data for Licensed User exists the Provided Trade Data is made available by the eTM Service to the Licensed User for the purpose of manual analysis using the eTM Analysis component. Additional Markets are deemed not to be Markets in which Licensed User is an Active Market Participant and so Additional Markets do not contribute towards the calculation of the Fees
- (b) Where Licensed User has elected to subscribe to an Additional Market, Licensed User is obliged to make Additional Trade Data available if no Provided Trade Data exists for the Additional Market or if Licensed Users wishes to supplement the Provided Trade Data that is available, to the service for each Additional Market it has elected by uploading the Additional Trade Data in the format defined by EFETnet by the deadlines defined by the eTM Service under clause 2 below (eTM Processing Timeline) to ensure that all data is available when the next scheduled processing cycle of eTM Processing begins. Furthermore, Licensed User must also provide the Additional Market Data, unless otherwise procured by EFETnet, in a format agreed with EFETnet, by the deadlines defined by the eTM Service to ensure that all data is available when he next scheduled cycle of eTM Processing begins.

2. eTM Processing Timeline

- (a) eTM Processing follows a daily cycle. All inputs: eTM Trade Data and eTM Market Data must be ready for processing before gate closure (20:00 hours UTC) on the day (D). Analysis is performed as of D-1 permitting time for all inputs to be prepared and submitted. Any positive abuse pattern detections are notified to Licensed User upon detection and before 09:00 hours UTC on D+1. Licensed User has access to investigate the analysis results and underlying eTM Trade Data and eTM Market Data during D+1 after which the cycle repeats with historic results being stored and accessible to Licensed User for future reference and on-going investigation. D is incremented with each successive trading day, as defined by TARGET2. Thus trades performed on a Friday have to be ready for processing until gate closure (20:00

hours UTC) on the subsequent Monday, with the pattern detection and notification upon detection before 09:00 UTC hours on the subsequent Tuesday.

3. Selection of abuse patterns and Markets
 - (a) EFETnet maintains a list, which EFETnet may change from time to time, of abuse patterns implemented within the eTM Processing. All listed abuse patterns to be applied to Licensed User's eTM Trade Data in the next daily cycle ahead of gate closure as set out in Clause 2 eTM Processing Timeline
 - (b) eTM Processing will analyse all Markets in which Licensed User is an Active Market Participant and all Additional Markets for which eTM Trade Data for Licensed User and the applicable eTM Market Data has been made available as inputs by gate closure as set out in Clause 2 eTM Processing Timeline.
4. Setting of sensitivity parameters and thresholds
 - (a) The eTM Processing uses sensitivity parameters specific to each abuse pattern indicator, each of which must be set by Licensed User prior to Licensed User using the eTM Service in the 'live' environment. The parameters are maintained by Licensed User for each elected abuse pattern through the eTM Processing GUI. Likewise, eTM Processing uses thresholds specific to each abuse pattern indicator in order to determine whether an Alert will be raised based upon certain indicator values. These thresholds must be set by Licensed User prior to Licensed User using the eTM Service in the 'live' environment. The parameters and thresholds are maintained by Licensed User for each elected abuse pattern through the eTM Processing GUI. The values at gate closure will be used in the next processing cycle. It is important Licensed User familiarises itself with the parameters and threshold levels of the eTM Service by testing different configurations, before satisfying itself with what such Licensed User deems an adequate configuration level. Licensed User may have to update such levels from time to time, if it deems appropriate, consistent with applicable regulations. EFETnet does not provide any opinion or advice as to the parameter or threshold levels or configurations that are adequate for each Licensed User, which shall be defined by each Licensed User, in consideration of its particular condition and circumstances, and consistent with applicable regulations.
 - (b) All modifications of sensitivity parameters and thresholds are logged and linked to each analysis cycle to provide an audit trail for future reference.
5. Management of notifications
 - (a) eTM Analysis provides Licensed User with GUI dashboard summarising the current status of notifications arising from all processing cycles to date.
 - (b) Licensed User can use the GUI dashboard to navigate to the details for each processing cycle which includes the values of the sensitivity parameters and thresholds applied during the processing cycle and the list of notifications raised.
 - (c) Licensed User can view the details of each notification within the list and can update the status associated with the notification from a list of statuses provided by the eTM Processing.
6. Data feeds
 - (a) Licensed User can elect to receive their own eTM Trade Data and Provided Market

Data for the Provided Markets in which they are Active Market Participants, if Licensed User has subscribed to the data feed and provides for the technical means of receiving it

- (b) Data feeds follow the same daily processing cycle as set out in Clause 2 eTM Processing Timeline and are published before 09:00 hours UTC on D+1.

7. Additional Trade Data

Licensed User represents and warrants to EFETnet that it:

- (a) Possesses the rights to upload to the eTM Service and to permit the eTM Service to use Additional Market Data as an input to the eTM Processing for the purpose of analysing Licensed Users Additional Trade Data
- (b) Checks that the Additional Trade Data does not contain any commonly known virus, worm or other code or routines designed to disable, damage, impair, or erase the Software or other software or data; and

EFETnet represents and warrants to Licensed User that Additional Market Data provided by Licensed User shall be solely used for the purpose of analysing Licensed Users Additional Trade Data

The daily processing cycle as set out in Clause 2 eTM Processing Timeline shall also apply with respect to the timely provision of Additional Trade Data and Additional Market Data. In the event of failures in Licensed User's submission of data to the eTM, Licensed User shall investigate and try to resolve such failure. If Licensed User is not able to resolve these, EFETnet will assist Licensed User in the investigation and resolution of any failures in submissions of data to the eTM Service by Licensed User.

8. Errors

- (a) Licensed User recognizes that the eTM Service is not a time critical system in the operation of their day to day business and that errors or disruption caused by system errors can be fully redressed by correction of the error according to the terms and timescales defined in the eTM Service Description
- (b) EFETnet and Licensed User mutually agree to inform each other in the event that one or the other detects an error in the eTM Service
- (c) EFETnet and Licensed User mutually agree to work together to resolve errors according to the terms and timescales of the eTM Service Description

9. Liability

- (a) EFETnet's liability under the eTM Service is limited to the resolution of defects causing errors as set out in Clause 8 Errors

10. Indemnity

- (a) Licensed User shall, upon demand, keep EFETnet indemnified from and against all damages, losses, fines, costs, charges and expenses whatsoever and howsoever incurred or sustained by EFETnet caused by the Licenses User ("Claims") and claimed by a third party against EFETnet, arising from:
 - (b) an error, mistake, omission, delay, unlawful or rejected submission by the Licensed User or from following the Licensed User's own adjustment of parameters, thresholds or other settings of the eTM Service that are to be solely selected by

Licensed User in view of its particular condition and circumstances.

- (c) If EFETnet becomes aware of any Claim which might give rise to an indemnification obligation according to Clause 10 (a) above it shall inform the Licensed User in writing thereof without undue delay. Licensed User shall be given access to all files, documents and data to the extent that such access is reasonable necessary for the defence and shall provide without undue delay copies of all documents relevant for the defence to the Licensed User.
- (d) EFETnet shall ensure that the Licensed User is given all opportunity to defend or avoid at its sole expense any Claims which might give rise to any indemnification. In particular the Licensed User shall be given an opportunity to comment on, participate in and review any relevant files, documents or data which may with reasonable likelihood relevant to defend the claim.
- (e) EFETnet shall ensure that, upon the request of the Licensed User, objections are filed and legal proceedings instituted and conducted against any order or judgment are made in accordance with Licensed Users instruction and on Licensed Users expense.
- (f) This Clause 10 is not applicable if a Claim is caused by EFETnet.

11. Confidentiality and Ownership of Data

- (a) Notwithstanding anything to the contrary in this Appendix or in any non-disclosure, confidentiality or other Appendix between the parties, each party hereby consents to the disclosure of information:
 - (i) to the extent required or permitted under, or made in accordance with, the provisions of the relevant applicable regulatory regime and any applicable supporting law, rule or regulation and the guidance which mandate monitoring and/or retention of monitoring data and similar information or to the extent required or permitted under, or made in accordance with, any order or directive in relation to the relevant regulatory regime regarding monitoring and/or retention of monitoring data and similar information issued by any regulatory authority or body or agency in accordance with which the other party is required or accustomed to act and also to the extent required in accordance with the terms of this Appendix ("Monitoring Requirements"); or
 - (ii) to and between the other parties, or any persons or entities who provide services to such other parties, in each case, in connection with and in furtherance of compliance with their respective Monitoring Requirements.
- (b) Each Party represents and warrants to the other party that any third party to whom it owes a duty of confidence in respect of the information disclosed has consented to the disclosure of that information.
- (c) Any data or information provided by one party to another party pursuant to this Appendix shall be used by the receiving party only for the purposes specified in this Appendix and for no other purpose without the prior written consent of the disclosing party. Any such data or information and any intellectual property rights contained therein shall remain the property of the disclosing party such that the receiving party shall have no other rights in such information or data save as set out in this Appendix. For the avoidance of doubt, aggregated anonymised data may be used by EFETnet for regulatory purposes or for purpose of improving, enhancing,

testing, marketing or supplementing its service offering to Licensed Users.

- (d) Other than as expressly provided for in this Appendix, any data or information provided by one party to another party shall be kept strictly confidential and the receiving party shall protect such data and information from unauthorized use and disclosure to any third party in any manner whatsoever without the disclosing party's prior written consent.
- (e) EFETnet shall not have any rights in respect of any data made available by the Licensed User beyond the purposes provided for in this Appendix.

12. Personal Data

- (a) Each party shall, in connection with the eTM Service:
 - (i) comply in all respects with all applicable data protection laws and regulations (together, the "Data Protection Laws"); and
 - (ii) not, by any act or omission, intentionally place any other party in breach of the Data Protection Laws
- (b) Where a party acts as a processor in relation to personal data in relation to which another party is the controller, that first party shall:
 - (i) process those personal data only on in accordance with the instructions of the other party; and
 - (ii) implement appropriate technical and organizational measures to protect such personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

13. Priority

This Appendix shall take precedence over the GTC, the Accession Agreement, the Schedules, the other Appendices and all other agreements between EFETnet and Licensed User, if any, but only in so far as those other Agreements, Schedules or Appendices relate to the subject matter of this Appendix.

14. Definitions and Construction

(a) Definitions

For the purposes of this Appendix:

"Active Market Participant" has the meaning ascribed to it in Clause 1(a)

"Additional Markets" has the meaning ascribed to it in Clause 1(a)

"Additional Market Data" has the meaning ascribed to it in the Service Definition.

"Claims" has the meaning ascribed to it in Clause 10.

"Data Protection Laws" has the meaning ascribed in Clause 13.

"Electronic Trade Monitoring" or "eTM Service" has the meaning ascribed to it in the Service Definition.

“eTM Analysis” has the meaning ascribed to it in the Service Definition.

“eTM Market Data” has the meaning ascribed to it in the Service Definition.

“eTM Processing” has the meaning ascribed to it in the Service Definition.

“eTM Processing Timeline” has the meaning ascribed in Clause 2.

“eTM Trade Data” has the meaning ascribed to it in the Service Definition.

“Markets” has the meaning ascribed to it in Clause 1(a)

“Monitoring Requirements” has the meaning ascribed to it in Clause 12.

“Provided Markets” has the meaning ascribed to it in Clause 1(a)

“Provided Market Data” has the meaning ascribed to it in the Service Definition.

Service Price Schedule

Refer to Schedule 1 Fee Schedule to the EFETnet General Terms and Conditions