

Technical Rule no. 10 MGAS Rev. 2

(under article 4 of the Natural-Gas Market Rules, approved by the Ministry of Economic Development with its Decree of 6 March 2013, as subsequently amended and supplemented)

Title	Invoicing of payables/receivables and settlement of payments
Reference Legislation	Article 8, para. 8.1; Article 18, para. 18.5; Article 46, para. 46.9; Article 49, para. 49.2; Article 50; Article 51, paras. 51.1, 51.3, 51.4 and 51.5; Article 53; Article 58; Article 59, paras. 59.1 and 59.2; Article 60; Article 61, paras. 61.2, 61.3, 61.4 and 61.6; Article 63, para. 63.2, subpara. a) and para. 63.5, subpara. a c); Article 66, para. 66.1; Article 67, para. 67.2, subpara. b) and para. 67.4; Article 78 - Natural-Gas Market Rules

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1. Foreword

Article 8, para. 8.1 of the Natural-Gas Market Rules provides that the procedures and time limits for GME's collection of the contribution shall be defined in the Technical Rules.

Article 18, para. 18.5 of the Rules provides that the request, for entry of data and information referred to in Article 17, para. 17.2, subpara. e), in the list of Market Participants shall be accompanied, as provided in the Technical Rule, by a statement authorizing GME to withdraw the funds directly from his/her/its current account held at a credit institutions that have enabled the SEPA Direct Debit Business to Business instrument (SDD B2B).

Article 46, para. 46.9 of the Rules provides that a Market Participant who/which has requested the activation of the errors management procedure referred to in the same Article 46 shall pay the fee mentioned in Article 7, para. 7.1, subpara. d) and that the fee shall be applied under the procedures and within the time limits established in the Technical Rules.

Article 49, para. 49.2 of the Rules provides that the procedures and time limits for determining the sums of the purchases and sales concluded by each Market Participant in the MGAS and notifying them to each Market Participant at the end of each invoicing period shall be defined in the Technical Rules.

Article 50 and Article 51, paras. 51.1, 51.3, 51.4 and 51.5 of the Rules provide that the invoicing period for the MGAS transactions and the invoicing procedures and time limits, respectively, shall be defined in the Technical Rules.

Article 53 of the Rules provides that the procedures and time limits for invoicing the access fee, the yearly fixed fee and the fee applied in case of request of activation of the errors management procedure pursuant to Article 7, para. 7.1, subparas. a), b) and d), respectively, shall be defined in the Technical Rules.

Article 58 of the Rules provides that the *settlement* period, the procedures and time limits for defying the net positions of each Market Participant and notifying the results of the offsetting shall be specified in the Technical Rules.

Article 59, paras. 59.1 and 59.2 of the Rules provides that the procedures and time limits for payments made by Market Participants that are net debtors towards GME shall be defined in the Technical Rules, even if such payments are made beyond the defined time limits.

Article 60 of the Rules provides that the procedures and time limits for the payment of fees set forth in Article 7, para. 7.1 shall be defined in the Technical Rules.

Article 61, paras. 61.2, 61.3, 61.4 and 61.6 of the Rules provides that GME shall make payments to Market Participants that are net creditors towards GME in accordance with the procedures and time limits defined in the Technical Rules.

Article 63, para. 63.2, subpara. a) of the Rules provides that, if the guarantees redeemed under para. 63.1, subpara. b) of the same Article are insufficient to cover the debit of the defaulting Market Participant or if the bank issuing the guarantee defaults on its obligations under Article 65, GME shall contribute in order to cover the debits of defaulting Market Participants or the default by the bank issuing the bank guarantee by using (in the following order):

- a) in accordance with the procedures and within the time limits established in the Technical Rules, the resources accumulated through the payment of the contribution mentioned in Article 8 above by Market Participants, as well as through the payments made by GME under para. 63.5, subpara. c) below;
- b) its own funds for a maximum amount determined each year and allocated for this purpose; this amount, posted on GME's website, shall be set by the Ministry of Economic Development at the proposal of GME.

Article 63, para. 63.5, subpara. c) of the Rules provides that GME shall apply a penalty in case of failure to register the net delivery position at the PSV, in accordance with procedures and time limits defined in the Technical Rules, and that GME shall allocate the payments resulting from the application of the penalty to the resources available under para. 63.2, subpara. a) above and in accordance with AEEGSI's decisions.

Article 66, para. 66.1, subpara. b) of the Rules provides that the procedures and time limits for closing the defaulting Market Participant's net positions to be settled in the balancing system shall be defined in the Technical Rules.

Article 67, para. 67.2, subpara. b) of the Rules provides that, for late payments in respect of the net position mentioned in Article 58, para. 58.1, subpara. b) of the Rules, the default interest rate shall be defined in the Technical Rules.

Article 67, para. 67.4 of the Rules provides that the penalty of one percent shall be applied to the cases of late payment identified in the Technical Rules.

Article 78, para. 78.1 of the Rules provides that the Market Participant can dispute the results of the invoicing procedures referred to in Title IV, Chapter II, or the outcomes referred to in Title V, Chapter II by sending a notification to GME within the terms defined in the Technical Rules.

Article 78, para. 78.2 of the Rules provides that, in the case referred to in para. 78.1 above, GME shall undertake the actions specified in the Technical Rules, in accordance with terms and conditions included therein, paying the default interest on the amount following the outcome of the complaint to the extent stated in Article 67 to the Market Participant.

2. Offsetting, settlement of payments and invoicing of the purchase and sale transactions concluded in the MGAS

2.1. Settlement period

The *settlement* period of the payables/receivables relating to all purchase and sale transactions concluded on the MGAS is the calendar week (W+1), after the week (W) - which runs from Monday (T-6) to Sunday (T) - in which the gas already traded has been delivered.

If the *settlement* week W+1 includes holidays, as provided in the Technical Rule 01 MGAS, which are not Saturdays and Sundays all the activities related to the financial cycle will be postponed to the next working day compared to the standard time limits.

If, the last day of the month is a Tuesday, a Wednesday or a Thursday, the financial cycle which is expected to be settled in that same week will be postponed by one week as provided in the schedule posted on GME's website (www.mercatoelettrico.org).

These time shifts should be considered with respect to the standard *settlement* time limits described in para. 2.3 below.

2.2. Time limits for notifications referred to the net position to be settled in W+1

In accordance with Article 58, para. 58.2, subpara. a) of the Rules, in the week W+1, on Monday morning by 11:30 am, GME will define and notify to each Market Participant its own debit or credit net position, resulting from the purchase and sale transactions concluded on the MGAS and delivered in the week W, including VAT, where applicable.

2.3. Settlement of the net position resulting from the MGAS

2.3.1. Payments provided by net debtor Market Participants, defined as Public Administration in Article 1, para. 209 of Law no. 244 of 24 December 2007 (PA Market Participants)

After the individuation of net positions described in para. 2.2 above and the invoicing process described in the following para. 2.4.4, GME will settle PA Market Participants' net debt positions by using the non-interest bearing cash deposit granted by the PA Market Participants as a guarantee, accordingly to Technical Rule 07 MGAS.

2.3.2. Payment instrument of the non-PA Market Participants on the MGAS.

In accordance with Article 18, para. 18.5 of the Rules, each Market Participant subscribes and sends the SEPA Direct Debit Mandate B2B to the financial Institute in charge of the Gas Market treasury services, previously transmitted by GME and then properly filled by the Market Participant itself.

By the financial Institute in charge of the Gas Market treasury services, GME, as the authorized creditor, collects and preserves the mandates signed and submitted by all Market Participants.

GME will take into account only those mandates transmitted directly by the Market Participants to the financial Institute providing the Gas Market treasury services, as shown in the present Technical Rules.

Once acquired the mandate duly filled in all its parts, GME, through the financial Institute providing Gas Market treasury services, will perform an opening test¹ of the SDD B2B transmission channel with the bank identified in the mandate, by a charge of a token amount. Since the working day following the opening of the banking channel, the Market Participant can enter bids/asks in the MGAS; the amount used for the test purposes will be returned to the Market Participant by GME via Urgent SEPA Credit Transfer or Priority.

2.3.3. Settlement of payments by the non-PA Market Participants that are net debtors

After the individuations described in para. 2.2 above, Market Participants which are net debtors of GME, must provide the liquidity required to pay the amount due as per Article 59, para. 59.1, subpara. a) of the Rules, on the bank account identified in the mandate defined in para. 2.3.2 above; according to the schedule in use in the banking system the amount will be drawn through the SDD B2B tool on Tuesday, in the week W+1.

¹ The banking system provides a 14-day working calendar timing only for the first charge and then it's required to add three working days for subsequent interbank checks. Subsequent charges will be settled on the interbank day (Target) following the dispatch of the SDD B2B provisions by the Institute entrusted of the Gas Market treasury services.

Market Participants, not providing the necessary liquidity within the time limits valid to ensure the charge through SDD B2B, may send the payment of the due amount, in accordance with Article 59, para. 59.2 of the Rules, through Urgent SEPA Credit Transfer or equivalent tool, plus:

- i. default interest calculated by the application of the legal interest rate to the amount owed to the creditor for the days of delayed payment and,
- ii. a penalty, equal to one percent of the amount due;

to the financial Institute in charge of the Gas Market treasury services, not later than Thursday at 4 PM, in the week W+1.

The date and time of the crediting of the above payments to GME's bank account will be those recorded by the information system of the bank in charge of the Gas Market treasury services.

2.3.4. Settlement of payments to Market Participants that are net creditors

GME will dispose payments in favor of Market Participant which are identified as net creditors as a result of the outcomes referred to in para. 2.2 above.

In week W+1, on Friday morning by 10:30 AM with beneficiary value date on the same day, in accordance with Article 61, para. 61.2 of the Rules, GME shall pay its net creditors, (as provided in para. 6.4) for an amount equal to the ratio of the amount (as per Article 59, para. 59.1 of the Rules) paid by debtors Market Participants to the overall credits (as per Article 58, para. 58.2, subpara. a) of the Rules), that GME has accrued towards net debtor Market Participants.

GME will pay to net creditor Market Participant the amount pertaining to the default interest and to the penalty collected from net debtor Market Participant under Article 59, para. 59.2 of the Rules, after receiving the related invoice.

If GME does not receive the payment described in Article 59, para. 59.2 of the Rules within the period defined in para. 2.3.3 above, in accordance with Article 63, para. 63.1, subpara. b) of the Rules, GME will enforce the guarantees set by the Market Participant in compliance with Article 55, para. 55.1 of the Rules within the following working day and will pay pro quota the residual net debt on the basis of the amount collected upon redemption, within 5 working days starting from the date of collection.

According to Article 61, para. 61.6 of the Rules, GME also reserves the right to block payments to a Market Participant, if the same participant results net creditor for one or more periods under para. 2.2 above and/or para. 3.2 below and:

- a) the settlements of such payments arise an insufficiency of the relevant guarantee;

b) the Market Participant has not adjusted the guarantee as a result of an insufficient collateral 's amount.

GME shall provide these payments once the guarantees amount has become again sufficient, on the following working day.

The date and time of the above payments to GME's bank account will be those recorded by the information system of the bank in charge of the Gas Market treasury services.

2.4. Modes and time limits for invoicing of GME

2.4.1. Invoicing period settled in W+1

The invoicing period of all the purchase and sale transactions concluded in the MGAS and settled in W+1 is the calendar month in which such transactions are financially settled in, notwithstanding the following para. 2.4.4.

2.4.2. Time limits for notifications settled in W+1

In consideration of Article 21, para. 4, subpara. a) of the Presidential Decree no. 633 of 26 October 1972, for each invoicing period, within the last working day included in the invoicing month, GME provides:

- a. each Market Participant, which is debtor towards GME, with one or more files called "proforma invoice notifications" with the sum of the items on all purchases concluded by Market Participants on the MGAS for each week W+1, financially settled during the same calendar month;
- b. each Market Participant, which is creditor towards GME, with one or more files called "proforma invoice notifications" with the sum of the receivables in respect of all the sales concluded by Market Participants on the MGAS for each week W+1, financially settled during the same calendar month;
- c. each Market Participant, which is debtor towards GME, with one or more files called "proforma invoice notifications" with the sum of the items on all purchases attributed by GME to the Market Participant in the management of the default procedure provided in Article 63, para. 63.1, subpara. c) and Article 66, para. 66.1, item a) of the Rules for each week W+1 financially settled during the same calendar month;
- d. each Market Participant, which is creditor towards GME, with the sum of the receivables in respect of all the sales that GME has assigned to the Market Participant in the management of

default procedure provided in Article 63, para. 63.1, subpara. c) and Article 66, para. 66.1, subpara. a) of the Rules for each week W+1 financially settled during the same calendar month.

2.4.3. Modes and time limits of invoicing of GME in case of enforcement

Regardless of the *settlement* and invoicing period, if GME proceeds enforcing the collateral guarantee under Article 63, para. 63.1, subpara. b) of the Rules, it will issue an invoice for the case outlined in Article 62, para. 62.1, subpara. c) of the Rules, equal to the amount paid including VAT, if chargeable. The invoice for payment is issued on the same day of the accreditation, on the bank account, and for the same amount of the sum collected from the financial institute issuing the guarantee and/or from the Market Participant.

In regards of PA Market Participants the invoice for payment will be sent through the interchange system (SDI) or through alternative channels to SDI if there are the conditions provided for by law mentioned above and related implementations, together with the activation of the procedure for the payments of guarantees.

2.4.4. Invoicing of GME to PA Market Participants

For each *settlement* period, on the same day on which the outcomes described in paragraph 2.2 are notified, GME will send to each PA Market Participant, through the interchange system (SDI):

- a. one or more invoices with the sum of the items on all purchases concluded by Market Participants in the MGAS for each week W;
- b. one or more invoices with the sum of the items on all purchases attributed by GME to the Market Participant in the management of the default procedure provided in Article 63, para. 63.1, subpara. c) and in Article 66, para. 66.1, subpara. a) of the Rules for each week W;

If the sending of the invoice from SDI to the PA Market Participant is not successful, in compliance with the time limits identified in the Law no. 244 dated December 24th, 2007 and related implementation provisions on electronic invoicing, GME will forward it, through alternative channels to SDI, the certificate of transmission of the invoice with the delivery impossibility containing the invoice.

2.4.5. Invoicing of GME to non-PA Market Participants

In consideration of Article 21, para. 4, subpara. a) of the Presidential Decree no. 633 of 26 October 1972, for each invoicing period of all the purchase and sale transactions concluded in the MGAS and settled in W+1, within the last day including in the invoicing period, GME provides:

- a. one or more invoices with the sum of the items on all purchases concluded by Market Participants in the MGAS for each week W+1 financially settled during the same calendar month;
- b. one or more invoices with the sum of the item on all purchases attributed by GME to the Market Participant in the management of the default procedure provided in Article 63, para. 63.1 c) and in Article 66, para. 66.1, item a) of the Rules for each week W+1 financially settled during the same calendar month.

2.4.6. Time limits for invoices to be received by GME

For each invoicing period referred to the weeks financially settled in W+1 during the same calendar month, within the last day included in the invoicing period, GME will receive one or more deferred invoices from each creditor Market Participant representing the amounts financially settled in the same month :

- a. with the sum of the receivables in respect of all the sales concluded by Market Participants on the MGAS;
- b. with the sum of the receivables in respect of all the sales attributed by GME to the Market Participant in the management of the default procedure provided in Article 63, para. 63.1, subpara. c) and in Article 66, para. 66.1, subpara. a) of the Rules.

3. Default management

3.1. Settlement of the payments to net creditor Market Participants in cases of default referred to Article 62, para. 62.1, subparas. a) and c) of the Rules

Where the amount collected upon redemption of the guarantees is not sufficient to cover the net debt of the defaulting Participant, under Article 63, para. 63.2, subpara. a) of the Rules, GME will pay its net creditors by the accumulated resources of the fund established within the CSEA through

the payment by Market Participants of the contribution referred to in Article 8 of the Rules as well as through the payments made by GME under Article 63, para. 63.5, c) thereof.

Where the amounts to be paid to net creditors exceed the resources available in such fund, GME will pay the net creditor by using its own funds up to the maximum amount (hereafter “yearly maximum amount”) quantified under Article 63, para. 63.2 b) of the Rules.

When paying its net creditors within the limits of the resources available in the fund and the yearly maximum amount indicated above, GME will also pay the default interest (calculated by applying the legal interest rate to the amount due to the creditor for the days of late payment) and the penalty, after receiving the relevant invoice.

If the amounts to be paid to net creditors exceed the yearly maximum amount, GME will settle the payments by resorting to the risk pooling mechanism referred to in the AEEGSI 4/2013/I/GAS Resolution of 10 January 2013, after collecting the amounts resulting from the application of the mechanism.

Any amounts recovered by the judicial proceedings instituted by GME under Article 63, para. 63.4 of the Rules will restore the amounts used under the risk pooling mechanism, for the portion corresponding to the payments made to net creditors Market Participants.

With reference to remaining portion, if available, any recovered amount will be restored by using (in the following order):

- a. GME’s yearly maximum amount; in case the recovery takes place by 31 December of the calendar year in which the request for guarantee redemption has been made, these sums will allow a re-adjustment of the same amount of the annual ceiling; and as regard as the remaining amount, if any,
- b. for the remaining amount, the resources available in the fund.

If GME does not recover or partially recovers the redeemed amounts collected in the case of default by the Market Participant pursuant under Article 62, para. 62.1, subpara. c) of the Rules, GME will manage the remaining debt of the defaulting Market Participant in accordance with the paragraphs 2.2, 2.3.1 and 2.3.3 above.

According to Article 61, para. 61.6 of the Rules, GME reserves the right to block the payments in favor of the defaulting Market Participant if the same Market Participant qualifies as net creditor for one or more periods of *settlement*, until the defaulted payment is settled by using the credits of the defaulting Market Participant to totally or partially or cover the Market Participant's debt.

3.2. Procedures and time limits of invoicing and payments in respect of the cases of defaulting Market Participant under Article 66, para. 66.1, b) of the Rules

3.2.1. Invoicing period of the payables/receivables assigned to the defaulting Market Participant pursuant to Article 66, para. 66.1, subpara. b) of the Rules

The invoicing period for the items payables and receivables assigned to defaulting Market Participant pursuant to Article 66, para. 66.1 b) of the Rules is the calendar month.

3.2.2. Time limits for notifications of the payables/receivables assigned to the defaulting Market Participant as per Article 66, para. 66.1, b) of the Rules

For each invoicing period, within the tenth working day of the month following the last day included in the invoicing period, GME will provide:

- a. each Market Participant which is debtor towards GME, with one or more files called "proforma invoice notifications" with the sum of the items on all purchases attributed by GME to Market Participant in the management of the default procedure under Article 66, para. 66.1, b) of the Rules;
- b. each Market Participant which is creditor towards GME, with one or more files called "proforma invoice notifications", with the sum of the receivables in respect of all the sales that GME has assigned to Market Participant in the management of the default procedure under Article 66, para. 66.1, subpara. b) of the Rules.

3.2.3. Modes and time limits of invoicing of GME of the payables/receivables assigned to the defaulting Market Participant as per Article 66, para. 66.1, subpara. b) of the Rules

For each invoicing period, within the fifteenth calendar day of the third calendar month following the invoicing period, GME will issue -and for the PA operators will also send through the interchange system (SDI)-, one or more invoices to the Market Participant with the sum of the payables owed in respect of the purchases that GME has assigned to the same Market Participant in managing the default procedure pursuant to Article 66 para. 66.1 subpara. b) of the Rules.

If the above time limit falls on a non-working day, GME will issue the invoice within the next first working day.

3.2.4. Modes and time limits for invoices to be received by GME with in respect of receivables assigned to the defaulting Market Participant as per Article 66, para. 66.1, subpara. b) of the Rules

For each invoicing period, within the fifteenth calendar day of the third calendar month following the invoicing period, GME will receive one or more invoices from each creditor Market Participant with the sum of receivables in respect of the sales that GME has assigned to the same Market Participant in managing the default procedure under Article 66, para. 66.1, subpara. b) of the Rules. If the above time limits falls on a non-working day, GME will receive the invoice from each creditor Market Participant within the next first working day.

3.2.5. Offsetting of payables/receivables in the MGAS and notification of balances to be settled as per Article 66, para. 66.1, subpara. b) of the Rules to the defaulting Market Participant

Under Article 58, para. 58.1, subpara. b) of the Rules, GME will identify the net debit or credit position of each Market Participant after offsetting the amounts (including VAT, where chargeable), invoices according to the para. 3.2.3 and 3.2.4 above.

Within the fifteenth day of the third calendar month following the invoicing period, GME will notify each Market Participant the outcome of the outcomes mentioned in this paragraph, based on which, payments referred to in paragraph 3.2.6 below will be made.

If the time limits defined in this paragraph 3.2.5 falls on a non-working day, GME will notify the net debit or credit position of each Market Participant within the next first working day.

3.2.6. Settlement of payments for payables/receivable assigned under Article 66, para. 66.1, subpara. b) of the Rules, to the defaulting Market Participant

3.2.6.1 Settlement of payments under Article 66, para. 66.1, subpara. b) of the Rules to defaulting Market Participants qualifying as net debtors

After the outcomes described in para. 3.2.5 above, Market Participants that qualifies as net debtors towards GME will pay the amount due in accordance with Article 59, para. 59.1, a) of the Rules, to the financial Institute in charge of the gas market treasury services (with value date the same day)

by 10.30 am on the fourteenth calendar day following the GME 's notification of the outcomes referred to in para. 3.2.5 above.

Net debtors Market Participants which fail to pay the amount due within the aforesaid time limit may pay the amount due, in accordance with Article 59, para. 59.2 of the Rules, to the bank in charge of the treasury service by 10:30 am of the fifth working day following the above-mentioned time limit; the latter amount will be increased by default interest specified in the Grid Code in force at the time of the issuing of the invoices referred to the late payment.

The date and time of the crediting of the above payments to GME's account will be those recorded by the information system of the bank in charge of the gas market treasury services. Where net debtor Market Participants fail to pay or partially pay the amounts referred to in para. 3.2.5 above within the above-mentioned time limits, GME will apply the default procedure provided in para.3.1 above.

3.2.6.2 Settlement of under Article 66, para. 66.1subpara. b) of the Rules, to defaulting Market Participants qualifying as net creditors

GME will make payments to Market Participants that qualify as net creditors towards GME as result of the outcomes referred to in para. 3.2.5 above, provided that GME has received the relevant invoice.

Within the thirty first calendar day following the GME's notification related to the outcome of the outcomes referred to in para. 3.2.5 above and with the beneficiary value date on the same day, GME, under Article 61, para. 61.2 of the Rules, will pay to its net creditors an amount equal to the ratio - Article 59, para. 59.1, a) of the Rules - of the amount, paid by net debtor Market Participants, to the total credits, (as per Article 58, para. 58.1, subpara. b) of the Rules) that GME has accrued towards net debtors Market Participants.

If GME receives the related invoice beyond the time limits set out in para.3.2.4 above, payments will be made in respect of each creditor Market Participant within the thirty calendar day (with beneficiary value date on the same day) following the day on which the relevant invoice has been received.

Under Article 61, para. 61.3 of the Rules, GME will pay with value date on the working day following the collection, its net creditors for an additional amount equal to the ratio of the amount - Article 59, para. 59.2 of the Rules – paid by net debtor Market Participants, to the overall credits

as per Article 58, para. 58.1, b) of the Rules, that GME has accrued towards net debtors Market Participants.

The payment to net creditors Market Participants of the quote which is related to interest paid to GME by the net debtor Market Participant in accordance with Article 59, para. 59.2 of the Rules, will be made by GME as a result of the reception of the invoice.

If the payment referred to in Article 59, para. 59.2 of the Rules is not received within the terms defined in this paragraph, GME, as per Article 63, para. 63.1, subpara. b) of the Rules, will, before the next working day, enforce the guarantees set forth in Article 55, para. 55.1 of the Rules, paying pro quota its residual net debt on the basis of the amount collected upon redemption, including the default interest, within 5 working days following the collection.

According to Article 61, para. 61.6 of the Rules, GME also reserves the right to block payments to Market Participant, if the same qualifies as net creditor for one or more months in accordance with paragraph 2.2 and/or paragraph 3.2.5 above and if the settlement of such payments arise an insufficiencies of the relevant guarantees. GME will make the above-mentioned payments on the working day following the one on which the guarantees become sufficient .

The date and time of the debiting of the above payments to GME's account will be those recorded by the information system of the bank in charge of the gas market treasury services.

4. Settlement, invoicing and payment of fees, contribution and penalty

4.1. Invoicing period of fees, contribution and penalty

The period of invoicing of fees, contribution and penalties is the calendar month.

4.2. Time limits of the notifications of the fees, contribution and penalty to non-PA Market Participants

For each invoicing period, within the tenth working day of the month following the last day included in the invoicing period, GME will provide:

- a. each Market Participant which is debtor towards GME with one or more files called "proforma invoice communications" with the sum of penalties, if any applied to the Market Participant as per Article 63, para. 63.5, subpara. c) of the Rules;
- b. each Market Participant with one or more files called "proforma invoice notifications" with the sum of the fees (including VAT, if chargeable) and of the contribution (not subject to VAT), owed for all transactions, both purchases and sales, carried out in the MGAS, including the

transactions that GME has assigned to the Market Participant in the default management procedure referred to in Article 63, para. 63.1, c) and in Article 66, para. 66.1, a) and b) of the Rules;

- c. each Market Participant requiring enabling to the management of errors procedure with one or more files called "proforma invoice notifications" in accordance with Article 46, para. 46.9 of the Rules with the sum of the fees due.

4.3. Time limits of the notifications of the fees, contribution and penalty to PA Market Participants

For each invoicing period, within the fourth working day of the month following the last day included in the invoicing period, GME will provide:

- a. each PA Market Participant which is debtor towards GME with one or more files called "proforma invoice notifications" with the sum of penalties, if any applied, to the Market Participant as per Article 63, para. 63.5, subpara. c) of the Rules;
- b. each Market Participant with one or more files called "proforma invoice notifications" with the sum of the fees (including VAT, if chargeable) and of the contribution (not subject to VAT), owed for all transactions, both purchases and sales, carried out in the MGAS, including the transactions that GME has assigned to the Market Participant in the default management procedure referred to in Article 63, para. 63.1, subpara. c) and in Article 66, para. 66.1, subparas. a) and b) of the Rules;
- c. each PA Market Participant requiring enabling to the management of errors procedure with one or more files called "proforma invoice communications" in accordance with Article 46, para. 46.9 of the Rules with the sum of the fees due.

4.4. Time limits for invoicing the fees to non-PA Market Participants

GME will provide each Market Participant with the invoice:

- relates to the access fee within five days following the date of the admission decision referred to in Article 15, para. 15.4 of the Rules, increased by VAT, if chargeable;
- relates to the annual fixed amount for the first twelve months, plus VAT, where chargeable, to be paid by the third working day of the month following the date of the admission decision referred to in Article 15, para. 15.4 of the Rules and every twelve months.

For each invoicing period within the tenth working day of the month following the last day included in the invoicing period of the fees (referred to in Article 7, para. 7.1, subparas. c) and d), of the Rules) and of the contribution and penalty, GME will supply:

- a. one or more invoices with the sums of the fees plus VAT, where chargeable, and of the contribution (not subject to VAT), due for all purchase and sale transactions in the MGAS and for those assigned by GME to the Market Participant in the default procedure management under Article 63, para.63.1,subpara. c) and Article 66, para. 66.1,subparas. a) and b) of the Rules;
- b. one or more invoices to each Market Participant who requested the activation of the management of errors procedure in accordance with Article 46, para. 46.9 of the Rules, with the sum of the amount due;
- c. one invoice to each Market Participant for the penalty assigned in accordance with Article 63, para. 63.5, subpara. c) of the Rules.

4.5. Time limits for the invoicing of the fees to PA Market Participants

GME will provide and send to each PA Market Participant by the interchange system (SDI the invoice:

- relates to the access fee within five days following the date of the admission decision referred to in Article 15, para. 15.4 of the Rules, increased by VAT, if chargeable;
- relates to the fixed annual fee for the first twelve months, plus VAT, where chargeable, to be paid by the third working day of the month following the date of the admission decision referred to in Article 15, para.15.4 of the Rules and every twelve months.

For each invoicing period within the tenth working day of the month following the last day included in the invoicing period of the fees (referred to in Article 7, para. 7.1,subparas. c) and d) of the Rules) and of the contribution and penalty, GME will send to each PA Market Participant, through the interchange system (SDI):

- a. one or more invoices to each PA Market Participant with the sum of the fees and VAT, if chargeable, and the contribution not subject to VAT, due for all purchase and sale transactions, carried in the MGAS as well as those attributed by GME to the PA Market Participant in the default procedure management foreseen in Article 63, para. 63.1,subpara. c) and Article 66, para. 66.1,subparas. a) and b) of the Rules;

- b. one or more invoices to each PA Market Participant who requested the activation of the errors management procedure in accordance with Article 46, para. 46.9 of the Rules, with the sum of the amount due;
- c. one invoice to each PA Market Participant for the penalty assigned in accordance with Article 63, para. 63.5, subpara. c) of the Rules.

If the sending of the invoice from the SDI to the PA Market Participant is not successful, in compliance with the time limits identified in the Law no. 244 of 24 December 2007 and related implementation provisions on electronic invoicing, GME will forward it, through alternative channels to SDI, the certificate of transmission of the invoice with the delivery impossibility containing the invoice.

4.6. Time limits for the settlement of fees, contribution and penalty

Each Market Participant must pay the amounts due under Article 60, para. 60.1, Article 8, para. 8.1 and Article 63, para. 63.5, subpara. c) of the Rules within the following time limits:

- within the sixteenth working day of the month in which GME has issued the relevant invoice and with the beneficiary value date on the same day, for the fees and for the contribution referred to in Article 51, para. 51.1, subparas. c) and d) of the Rules;
- within the sixteenth working day of the month in which GME has issued the relevant invoice and with the beneficiary value date on the same day, for the penalty referred to in Article 63, para. 63.5, subpara. c) of the Rules;
- within the sixteenth working day of the month in which GME has issued the relevant invoice and with the beneficiary value date on the same day, for the fee referred to in Article 7, para. 7.1, subpara. d) of the Rules;
- within thirty calendar days since the date of the invoice issuance with the beneficiary value date on the same day, for the access fee referred to in Article 7, para. 7.1, subpara. a) of the Rules;

- within the last working day of the month in which the invoice has been issued with the beneficiary value date on the same day, for the yearly fixed fee referred to in Article 7, para. 7.1, b) of the Rules.

These time limits are also valid with regard to the PA Market Participants, as they are compatible with the application of the provisions contained in Law no. 244 of 24 December 2007 and related implementations.

Within the same times, the Market Participant must send to GME a copy of the documents giving proof of the payment.

If the Market Participant partially pays the invoice with the sum of the fees (including VAT, where chargeable) and of the contribution (not subject to VAT), due, respectively, under Article 7, para. 7.1, c) and Article 8, para. 8.1 of the Rules, GME will allocate the collected amount, unless otherwise notified by the Market Participants, in the following ways:

- a) to the fees, for an amount equal to the ratio of the value of such payments to the overall invoiced amount, including both the fees and the contribution;
- b) to the contribution, for an amount equal to the ratio of the value of the contribution to the overall invoiced amount, including both the fees and the contribution.

The date and time of the crediting of the above payments to GME's account will be those recorded by the information system of the bank in charge of the gas market treasury services.

5. Correction of errors

5.1. Correction of errors related to *settlement*

Under Article 78, para. 78.1, of the Rules, the Market Participant may dispute the results of the communications relating to the net position to be settled as per paragraph 2.2 by sending a notification to GME within 5 PM of the working day on which such outcomes are disclosed.

Within the working day following the reception of the complaint, GME will carry out the verifications, up or down-adjusting the corresponding amounts, and issue a new notification or correct the previously issued one, if such verifications were successful.

5.2. Corrections of errors related to communication and invoicing operations

Under Article 78, para. 78.1 of the Rules, the Market Participant may dispute the results of the operations of communication and invoicing operations referred to in paras. 2.4.2, 2.4.3, 2.4.4,

2.4.5, 3.2.2, 3.2.3, 4.2, 4.3, 4.5 and 4.4 by sending a notification to GME within 4 PM of the second working day following the date of invoice's issuing or the day of invoice's transmission referred to in Article 51, para. 51.1.

Within the working day following the reception of the complaint, GME will carry out the verifications, up or down-adjusting the corresponding disputed amounts .

If the complaint on an invoice issued by GME under the paras. 2.4.3, 2.4.4, 2.4.5, 3.2.3, 4.5 and 4.4 above is accepted, GME will issue a debit/credit memo, according to Articles 79, para. 79.5, of the Rules.

If successful verification of the dispute concerns notifications sent by GME to the Market Participant pursuant to the paras. 2.4.2, 3.2.3, 4.2 and 4.3 above, GME will, under Articles 79, para. 79.5, of the Rules, issue a new notice or integrate the previously issued one.

Where the Market Participant issues an invoice to GME and its taxable amount or VAT amount do not match those specified in the related notice sent by GME as per paras. 2.4.2 and 3.2.2 above, the Market Participant will issue a debit/credit memo for up or down-adjusting or reversing the amounts incorrectly reported in the invoice.

The debit/credit memo and notices referred to this paragraph may be an XML file and can be sent as attachments to an e-mail message.

The debit/credit memo and notices described in this paragraph may also be produced on paper form and sent by mail. In this case, a copy of the debit/credit memo or of the notification must be sent by fax.

In addition, for PA Market Participants, the note of change is also sent by the interchange system (SDI) or through alternative channels to SDI if there are the conditions provided for by the Law no. 244 of 24 December 2007 and related implementations.

6. Common provisions

6.1. Invoices issued by GME

GME's invoice consists of an XML file, except for the invoices relating to the access fee, the penalty and the request for the activation of the errors management procedure which are produced in paper/pdf form and sent by email/ or ordinary mail. The xml file is provided to Market Participants through the "SET Service" platform, displayed with the style sheet known as Style-Sheet "FatturaNew". According to the volume of purchase transactions performed by the Market Participant, GME may also issue more than one invoice, using the same technical procedures described below.

The following is a brief description of the XML layout used by GME in invoicing procedure. The xml file is an electronic medium, consisting of fields and sets of fields, whose data can be directly processed.

The invoice file in XML format includes 6 sets of fields:

- a. The <Fattura> (invoice) set, i.e. the one with the highest hierarchical level, corresponding to the overall invoice;
- b. The <HeaderFattura> (invoice header) set, inside the <Fattura> set, consisting of fields with accounting and taxation references, as well as the identification data of the issuer and of the recipient;
- c. The <Summary1> set, inside the <Fattura> set, having the same hierarchical level as <HeaderFattura>; this field displays: the data grouped by VAT rate applied to the invoiced transactions and, separately, the taxable amount (<AMOUNT>), the code of the applied VAT rate (<TAX_CODE>), the tax amount (<TAX_AMOUNT>); the total amount (<TOTAL_AMOUNT>), the VAT rate (<TAX_RATE>), and the volume in MWh (<QUANTITY>);
- d. The <Summary2> set, inside the <Fattura> set, having the same hierarchical level as <HeaderFattura>; this field displays: the data grouped by market and by VAT rate applied to the invoiced transactions and, separately, the taxable amount (<AMOUNT>), the code of the applied VAT rate (<TAX_CODE>), and the volume in MWh (<QUANTITY>);
- e. The <ElencoLinee> set, inside the <Fattura> set, having the same hierarchical level as <HeaderFattura> and consisting of multiple subsets, each dedicated to the individual transaction making part of the invoice;
- f. The <Linea> set, inside the <ElencoLinee> set, showing the detailed data of each transaction part of the invoice.

In addition, the invoice for PA Market Participants is also sent through the Interchange system (SDI) or through alternative channels to SDI if there are the conditions envisaged by the Law no. 244 of 24 December 2007 and related implementations.

6.2. Invoices received by GME

To allow the Market Participants selling on the gas market, GME issue one or more XML files, ready to be converted into Market Participants' invoices.

The layout of these files is identical to the one of GME's invoice files. As obvious, the sets of lines describing the identification and tax data of the issuer and of the recipient will be different, because in this case the issuer of the invoice is the Market Participant and the recipient is GME. The fields that have differences with respect to GME's invoice file are as follows:

- a. <DOCUMENT>C</DOCUMENT>, in this field, the code C = notification is used instead of F = invoice;
- b. <TRX_TYPE>OFF</TRX_TYPE>, in this field, the code OFF = sale to GME is specified instead of BID = purchase from GME;
- c. <INVOICE_NUMBER>_</INVOICE_NUMBER>, this field is blank because the registration code of the invoice is to be assigned by the Market Participant;
- d. <INVOICE_DATE>_</INVOICE_DATE>, this field is blank because the issuing date of the invoice is to be assigned by the Market Participant;

The conversion of GME's notification into a Market Participant's invoice to be made available to GME, requires three steps:

- a. replacing C with F in the field; this means that it is an invoice and not a mere reuse of GME's notification;
- b. filling the <INVOICE_NUMBER> field;
- c. filling the < INVOICE_DATE > field according to the *yyyymmdd* format. For instance, if the date of 5 May 2010 is to be specified, then the format will be 20100505;
- d. filling the optional <INVOICE_NOTE1> field with any communications that the Market Participant wishes to make to GME.

6.3. How to send the XML files

The XML files with notifications and invoices will be provide on the "SET Service" electronic platform under the procedures described in the specific user manual posted on GME's website (www.mercatoelettrico.org).

Moreover, the invoice for PA Market Participants is also sent via SDI or through alternative channels to SDI according to the conditions envisaged by the Law no. 244 of 24 December 2007 and related implementations.

6.4. How to settle the payments

All payments from GME to Market Participants and vice versa, identified in paras. 2.3.4, 3.2.6.1, 3.2.6.2 and 4.6 will be made by SEPA Credit Transfer, Priority or equivalent procedures. GME's IBAN code to be used for the money transfer is posted on GME's website (www.mercatoelettrico.org). If time limits for payments provided in paras. 2.3.4, 3.2.6.1 and 3.2.6.2 falls on a non-working day, both GME's payments to Market Participants and Market Participants' payments to GME will be made within the next first working day.

7. Transitional provisions regarding payments

In the first month of entry into force of this Technical Rule, Technical Rule 10 MGAS rev.1 will also continue to produce effects with respect of those transactions delivered in the previous month and to be invoiced and settled within the time limits of monthly settlement, yet.