



## ***Annex 2***

### ***PAR Participation Agreement***

**PAR Participation Agreement referred to in Article 11, paragraph 11.1,  
subparagraph b), of the Platform for the Allocation of Regasification capacity  
Regulation**

BETWEEN

Gestore dei Mercati Energetici S.p.A., with registered office in Rome, Viale Maresciallo Pilsudski  
n. 122/124, F.C. and VAT no. 06208031002 (hereinafter: GME),

AND

..... the company/other .....

(first name, last name) (name or company name)

Resident/With registered office in ....., Prov. ....,

.....,

(address)

Fiscal Code....., VAT no....., in the person of .....,  
acting in the capacity of .....(hereinafter: Contractor);

GME and the Contractor, hereinafter referred to individually as the "Party" and jointly the  
"Parties",

WHEREAS

- A. GME is the joint-stock company - established pursuant to Article 5, paragraph 1, of Legislative Decree 16 March 1999, no. 79 - which organizes and manages, among other things, the allocation of regasification capacity platform (hereinafter: PAR), implementing the provisions of Article 5, paragraph 5.11 of Annex A of resolution 660/2017/R/GAS of the Autorità di Regolazione per Energia Rete e Ambiente (ARERA, the electricity, gas and water regulator) on "*Integrated text of the provisions on guarantees of free access to the regasification service of liquefied natural gas (TIRG)*";
- B. GME has prepared the Platform for the Allocation of Regasification capacity Regulation (hereinafter: Regulation), approved, pursuant to Article 5, paragraph 5.11, of the TIRG, by the ARERA by resolution 111/2018/R/gas;

- C. the regasification companies are indicated in the Regulation;
- D. pursuant to Article 11, paragraph 11.1, subpara. b) of the Regulation, the party wishing to participate in the PAR shall submit to GME a signed copy of the "PAR Participation Agreement" (hereinafter: Agreement);
- E. the Technical Rules referred to in Article 4 of the Regulation are published on GME's website and enter into force on the date of publication.

NOW, THEREFORE, ...

The parties hereby agree as follows.

### ***Article 1***

#### **Purpose of the agreement and validity of the preamble**

- 1.1 This Agreement defines:
  - a) rights and obligations of the Contractor towards GME;
  - b) the conditions under which GME undertakes to provide services related to trading on PAR (hereinafter: the Services);
- 1.2 The preamble of this Agreement represent an integral and substantial part thereof.

### ***Article 2***

#### **Obligations of the Contractor**

- 2.1 The Contractor declares that he is aware of and accepts, without any condition or reservation, the Regulation, as resulting from the current legislation. The Contractor also declares that he/she is well aware of the information system of GME (hereinafter: the System), in its current configuration, or in any case to undertake to better know it.
- 2.2 The Contractor undertakes to:
  - a) comply with the Regulation and the Technical Rules and keep up-to-date with any changes to these documents. It is understood that, if the Contractor does not intend to accept any changes and additions to the Regulation and the Technical Rules, the Contractor will have the right to withdraw from this Agreement, sending a notice according to the procedures and

to the address indicated in the following article 8, paragraph 8.6. In any case, the withdrawal will be effective only after the closing of the PAR sessions in progress for which the Contractor has submitted and not revoked, within the closing time of the session, purchase offers proved valid and appropriate as a result of the controls carried out by GME pursuant to the Regulation and, in any case, only after the Contractor has carried out any post-session scheduling activities for the capacity slots of which the same will be assigned as a result of the process of determining the results. After fifteen days from the legal publicity of such modifications and additions, without the Contractor having communicated his / her intention to withdraw from the present Contract, the variations themselves will be considered tacitly accepted. Without prejudice to everything done for the purposes of the effectiveness of the withdrawal, the execution of trading on the PAR pending the aforementioned term will be considered as implicit acceptance of the new conditions. In any case, under no circumstances may the above variations constitute grounds that could justify the non-performance of the Contractor to the obligations undertaken on the PAR;

- b) adopt adequate technological systems to carry out the trading activity, which are compatible with the System, and update them according to any changes made by GME to the System itself;
- c) hire personnel with adequate professionalism and competence in the use of the technological systems referred to in the previous subpara. b);
- d) inform GME promptly and, where possible, in good time so that the same, in order to ensure the regular functioning of the PAR, can put in place any necessary corrective action, with regard to any inconvenience or operational anomaly arising from technical problems, or any other event that has caused or may cause the failure or incorrect performance of the Services. In particular, the Contractor undertakes to notify GME, as quickly as possible and in the forms provided for in Article 8, paragraph 8.6, about the occurrence of events even potentially dangerous for the integrity and security of the System (such as, by way of example, the theft of confidential documentation relating to access to the System or unauthorized access to the Contractor's premises in which this documentation is kept);
- e) cooperate with GME, or with the third parties designated by it, also allowing access of their employees or auxiliary staff to their premises, in order to allow the carrying out of all the interventions on the equipment (hardware and software) used by the Contractor, which are necessary to ensure the regular functioning of the PAR. It is understood that GME is

responsible, pursuant to Article 2049 of the Civil Code, for any damage caused during the implementation of such interventions;

- f) respect the GME's property rights on the data provided through the System and on the trademarks registered or used by it, as well as the ownership rights of GME itself or third party suppliers on the software tools used to provide the Services;
- g) keep the devices referred to in Article 4, paragraph 4.1, confidential and use them, or allow their use by the persons specifically appointed, exclusively for accessing and carrying out trading activities on the PAR. Therefore, the Contractor assumes shall be deemed responsible for unauthorized access to PAR by third parties and undertakes to hold GME harmless from any damage or danger to the integrity or security of the System that may occur due to the negligence of the Contractor or of its personnel in the custody of the aforesaid devices;
- h) promptly request GME to disable the devices referred to in the previous subpara. g) and to assign new or different devices in all cases where it has reason to believe that unauthorized parties can make an improper use thereof;
- i) indemnify and hold GME harmless from any damage or cost that may be suffered from it, even as a result of actions promoted by third parties, as a result of acts or behaviors committed by the Contractor himself, as well as any auxiliary staff, agents and collaborators, in breach of this Agreement, of the Regulations, of the Technical Rules, as well as of any other legislative or regulatory provision, or of acts and measures issued by GME or by competent authorities;

2.3 the Contractor authorizes GME to disclose all the information required by the Regulation, jointly or alternatively, to the regasification companies.

### **Article 3**

#### **GME performance**

3.1 the Services will be provided by GME to the Contractor in accordance with this Agreement, the Regulation and the Technical Rules. The obligations of GME relating to the provision of the Services shall constitute obligation of means.

- 3.2 GME will provide the Contractor with the necessary cooperation for the Contractor to access the System, in compliance with the indications of the Technical Rules. It is understood that the implementation of the activities and the provision of the necessary access tools are the sole responsibility and will be fully borne by the Contractor.
- 3.3 GME may change the technical, functional, administrative and operational procedures for the provision of the Services, as a result of changes or additions to the Regulation or the Technical Rules.
- 3.4 Without prejudice to the provisions of the Regulation and the Technical Rules, if the provision of the Services is interrupted, suspended, delayed or otherwise subject to anomalies due to technical reasons concerning the System, GME undertakes to do what is necessary for fixing these inconveniences. It is understood that if the aforementioned events are ascribable to technical reasons concerning the equipment (*hardware* or *software*) used by the Contractor to access the System, the Contractor shall be required to eliminate the relevant causes as quickly as possible. GME and the Contractor undertake, within their respective competences, to collaborate in order to identify the causes of interruptions, suspensions, delays or anomalies and to restore the functionality of the System as soon as possible.
- 3.5 GME is responsible for the correct processing and disclosure of data and information entered by third parties in the System or formed on the PAR. GME and the Contractor acknowledge that GME is not required to check the truthfulness, accuracy and completeness of the data and information provided by third parties that are made available to the Contractor in the provision of the Services.
- 3.6 GME and the Contractor acknowledge that GME cannot be held responsible for failures or malfunctions of telecommunication lines (e.g. telephone), as well as access to the Internet.
- 3.7 The Contractor acknowledges that GME may use, for the provision of the Services, third parties designated by GME itself, it being understood that, in any case, the contractual relationship is exclusively between the Contractor and GME.

3.8 GME undertakes to respect the property rights of the Contractor on the data provided through the System and on the registered or used trademarks of which GME has knowledge.

3.9 GME undertakes to indemnify and hold the Contractor harmless from any damage or cost resulting from this, even after actions promoted by third parties, as a result of acts or behavior of GME or its own auxiliary staff, persons in charge or collaborators, for management and provision of the Services in breach of this Agreement, of the Regulation, of the Technical Rules, as well as of any other legislative or regulatory provision applicable to this Agreement.

#### ***Article 4***

##### **How to access the System**

4.1 In order access the System, the Contractor shall use the technical safety devices indicated by GME, such as, by way of example, user code with a password, *smart card* or other *strong authentication* tools.

4.2 The access to the System is made in compliance with the provisions of the Technical Rules.

#### ***Article 5***

##### **Limitation of responsibilities, force majeure and unforeseeable circumstance**

5.1 Without prejudice to the provisions of the Regulation, GME, in the provision of the Services, is liable for damages of a contractual and non-contractual nature only as these constitute immediate and direct consequences of its conduct characterized by malice or gross negligence, and in the latter case, are foreseeable on the date of conclusion of this Agreement. The Parties mutually acknowledge that no compensation or indemnity obligation will be granted for damages that are an indirect or unpredictable consequence of GME's conduct, including, but not limited to, damages resulting from lost business or client or from lost profits.

5.2 The Contractor shall notify GME, under penalty of expiration, any claim for compensation relating to the provision of the Services within and no later than fifteen working days from the day on which the Contractor has become aware, or should have been aware using ordinary diligence, of the occurrence of the harmful event, providing at the same time a

precise indication of the circumstances in which the damaging event and the damage itself occurred. The relevant supporting documentation shall be provided to GME within and not later than twenty working days from the day on which the Contractor has become aware, or should have been aware using the ordinary diligence, of the occurrence of the harmful event.

5.3 GME and the Contractor will not be liable for non-compliance due to force majeure, unforeseeable circumstances, or events that are beyond their control, such as, by way of example, wars, riots, earthquakes, floods, fires, strikes, interruptions of the supply of electricity or in the supply of the dedicated data transmission lines forming part of the System, when such interruptions are exclusively ascribable to the behavior of third parties.

5.4 GME will not be liable for any damage suffered by the Contractor and/or by third parties arising from any requests made by the regasification companies to cancel, suspend, or revoke the session held or underway.

5.5 In cases of force majeure and unforeseeable circumstance, and in general in all cases where the activity of the Contractor is potentially detrimental to the integrity or security of the System, GME may suspend access to the System, without the need for prior communication of the circumstances that cause the suspension.

## **Article 6**

### **Duration**

6.1 This Agreement is deemed concluded after its signature by the Contractor and with its receipt, in original, by GME and it has an indefinite duration. The effectiveness of the Contract is subject to the positive verification by GME of the completeness and correctness of the documentation sent by the Contractor and of the existence of the requisites established for the purposes of the admission of the Contractor to the PAR. GME will notify the Contractor about the outcome of these checks pursuant to Article 13 of the Regulation.

6.2 This Agreement will no longer be effective upon the occurrence of one of the following events:

- a) exclusion of the Contractor from the PAR;
- b) total deactivation of the System due to changes in the applicable rules;
- c) withdrawal of the Contractor from this Agreement.



6.3 The termination of the Agreement under this article will not adversely affect any other right to which a Party is entitled under this Agreement or any generally applicable law, nor will it affect any right or obligation of a Party that has already arisen on the date of termination.

**Article 7**  
**Termination**

7.1 Any loss, for any reason, of the status of participant, as acquired pursuant to Article 13 of the Regulation, constitutes grounds for termination of the right of this Agreement pursuant to Article 1456 of the Civil Code.

**Article 8**  
**General clauses**

8.1 The invalidity or voidness of one or more of the clauses of this Agreement will not affect the validity of the remaining clauses, which will in any case retain full validity and effectiveness. be valid and effective.

8.2 This Agreement and the rights and obligations arising from it by the Parties cannot be transferred to third parties outside the cases expressly provided for in this Agreement.

8.3 Without prejudice to the provisions of Article 5, paragraph 5.2 above, the failure or delayed exercise of one of the rights due to a Party pursuant to this Agreement, cannot be considered a waiver of such rights.

8.4 Without prejudice to the provisions of Article 2, paragraph 2.2, subpara. a) above, any amendment to the Agreement must be in written form..

8.5 For the purposes of this Agreement, the Parties choose their domicile at the following addresses:

- Gestore dei Mercati Energetici S.p.A., Viale Maresciallo Pilsudski n. 122/124 – 00197 Rome;

- .....  
*(address)*

8.6 Any communication or notification to be made pursuant to this Agreement must be made in written form and hand-delivered, also by courier, or sent by registered letter with acknowledgment of receipt, or by telefacsimile, or by electronic message with acknowledgment of receipt through certified mail, to the following addresses:

- Gestore dei Mercati Energetici S.p.A., Viale Maresciallo Pilsudski n. 122/124 – 00197 Rome, telefacsimile +39 06 8012 4524; certified mail: gme@pec.mercatoelettrico.org;
- .....- ..... ;  

*(address)*

 telefacsimile....., certified mail .....

8.7 The communications will be deemed received on the date of signing the receipt of delivery, if made by hand delivery, or once arrived at the address of the recipient, if made by registered letter with acknowledgment of receipt, or on the date resulting from receipt of transmission of the device, if made by telefacsimile, or on the date of receipt of the message of successful delivery, if made by certified email.

**Article 9**

**Applicable law**

9.1 The Agreement shall be considered as made under the Italian law.

**Article 10**

**Disputes**

10.1 Any dispute that may arise between GME and the Contractor in relation to this Agreement will be settled according to the provisions contained in Title V of the Regulation, which are herein fully referred to and transcribed.

The Contractor  
 .....

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the following clauses of the Agreement are approved: Article 2.2 (a) (Regulation and Technical Rules and their amendments); Article 2.2 (i) (Indemnity); Articles 3.5 and 3.6 (Limitation of responsibilities); Article 5 (Limitation of responsibilities, expiration, suspension of service); Article 6 (Termination of the effects of the Contract); Article 7 (Termination); Article 8.2 (Prohibition of assignment); Article 9 (Applicable law); Article 10 (Disputes).

The Contractor

.....

Rome, (*date*)