

# FRAMEWORK AGREEMENT FOR THE SUBLETTING OF NATURAL GAS TRANSMISSION CAPACITY

between

**ENI S.p.A.**  
an Italian Company whose registered office  
is in Roma - Piazzale Enrico Mattei, 1  
**(hereinafter referred to as "ENI")**

and

**(hereinafter referred to as "SHIPPER")**

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**Whereas:**

1. The SHIPPER has Natural Gas available at the Intake Point and intends to have this Gas transported through the TRANSITGAS or the GRTgaz/TRANSITGAS Pipeline System as the case may be;
2. ENI has committed transmission capacities on the TRANSITGAS and the GRTgaz/TRANSITGAS Pipeline Systems;
3. ENI has published on its web site on 05/06/2020 the Auction Procedure for North/West Europe Auctions 2020 (for Subletting Products)
4. The SHIPPER intends to participate to one or more of the Auctions included in the Auction Procedure in order to be assigned part of said ENI's committed transmission capacities in the Auction Procedure and to have its Gas transported through it from the relevant Intake Point to the relevant Offtake Point;
5. The Parties intend to set forth the basic terms and conditions for the use of the transmission capacity sublet by ENI to the SHIPPER in order to have SHIPPER's Natural Gas quantities transmitted from the relevant Intake Point to the relevant Offtake Point in case SHIPPER will be awarded some capacity as a result of one or more of the above mentioned Auctions.

**Now, therefore, it is agreed by the Parties hereto as follows:**

Article 1  
**Definitions**

The following words and terms, when used in this Contract, shall have the meaning as follows:

**Auction Procedure** shall mean the Auction Procedure for North/West Europe Auctions 2020 (for Subletting Products) published on ENI web site on 05/06/2020.

**Bar** shall mean a pressure of 100.000 Pa.

**Bid Bond** shall mean the security provided by the SHIPPER, as set forth in Article 5 of the Auction Procedure.

**Business Day** shall mean any day, but not a Saturday, Sunday or a holiday in Italy.

**Contract** shall mean this agreement, including the Preamble and Annexes which constitute an integral part of it.

**Day** shall mean the period of twenty-four consecutive hours beginning at 06:00 a.m. on each calendar day and ending at 06:00 a.m. on the following calendar day.

**End Date** shall mean the End Date of the Subletting Service, as defined in each Individual Contract.

**Fee** shall mean the fee as referred to in Article 9.

**FluxSwiss** shall mean **FluxSwiss Sagl**, the company that performs activities of Natural Gas transportation on the TRANSITGAS Pipeline System.

**GRTgaz** shall mean the company that performs activities of Natural Gas transportation on the GRTgaz Pipeline System.

**GRTgaz Pipeline System** shall mean the gas transmission system, including compressor stations and all ancillary facilities along the line, in France including an interconnection point on the French-Swiss border in the area of Oltingue.

**Gross Calorific Value (GCV)** shall mean the quantity of heat expressed in MJ produced by the complete combustion of one Normal Cubic Meter (Nm<sup>3</sup>) of Natural Gas at a temperature of twenty-five degree Celsius and at an absolute pressure of 1,01325 bar with excess air at the same temperature and pressure as the natural Gas when the products of combustion are cooled to the initial temperature of the Gas and when the water formed by the combustion is condensed to the liquid state to the initial temperature of Gas.

**Intake Point** shall be any of the Intake Points defined in the Individual Contracts that will be agreed upon in the Offering Period.

**Individual Contract** shall mean any of the documents, in the form of Annex D, defining the specific subletting products assigned to SHIPPER in the Offering Period.

**Joule (J)** shall mean the quantity of heat as defined in ISO 1000 S.I. units and recommendations for the use of their multiples and of certain other correlated units.

**kWh** shall mean a quantity of energy equal to three decimal six million ( $3,6 \times 10^6$ ) Joules.

**Megajoule (MJ)** shall mean one million joules.

**MWh** shall mean a quantity of energy equal to thousand (1.000) kWh.

**Month** shall mean the period beginning at 06:00 a.m. on the first day of any calendar month and ending at 06:00 a.m. on the first day of the following calendar month.

**Natural Gas or Gas** shall mean any hydrocarbon or mixture of hydrocarbons and non-combustible gases formed mainly by natural gas which, when extracted from the subsoil of the earth in its natural state separately or together with liquid hydrocarbons, is in the gaseous state.

**Normal Cubic Meter (Nm<sup>3</sup>)** shall mean the quantity of natural Gas which, when absolutely dry, at a temperature of 0° C and at an absolute pressure of 1,01325 bar, occupies the volume of one cubic meter.

**Offering period** shall mean the period starting from 01/10/2020, 06:00 a.m. and up to 01/10/2021, 06:00 a.m.

**Offtake Point** shall mean the connection between the TRANSITGAS Pipeline System and the downstream gas transportation system of Snam Rete Gas, at the Swiss side of the Swiss-Italian border near Gries Pass, where Natural Gas is transported and redelivered to and taken by the SHIPPER.

**Oltingue Point** shall mean the connection between the GRTgaz Pipeline System and the TRANSITGAS Pipeline System.

**Operator or Operators** shall mean FluxSwiss and/or GRTgaz as the case may be.

**Party or Parties** shall mean ENI or the SHIPPER, individually or collectively.

**Pipeline** shall be any of the Pipelines defined in the Individual Contracts that will be agreed upon in the Offering Period.

**Primary Bank** shall mean a bank with rating Standard and Poor's Corporation not under "BBB-" or Moody's Investors Service Inc. not under "Baa3" or Fitch Ratings, Inc./Ltd. not under "BBB-".

**Reasonable and Prudent Operator** is used to describe the standard of care to be exercised by a Party in performing its obligations hereunder, the degree of diligence, prudence and foresight reasonably and ordinarily exercised by experienced operators engaged in the same type of business under the same or similar circumstances and conditions having due consideration to the interests of the other Party.

**Snam Rete Gas** shall mean the company that performs activities of Natural Gas transportation downstream the Offtake Point.

**Start Up Date** shall mean the Start-up Date of the Subletting Service, as defined in Article 2.

**Sublet Hourly Flow Rate** shall mean the maximum hourly flow rate (expressed in *MWh/h*) sublet for the transportation from the Intake Point to the Offtake Point as set forth in Article 4 and possibly reduced in case of interruption and/or reduction of ENI's transmission capacity as per Article 8.

**Subletting Service** shall mean the service object of this Contract, as defined in Article 2.

**TENP Pipeline System** shall mean the gas transmission system, including compressor stations and all ancillary facilities along the line, running from the Dutch-German border in the area of Bocholtz, crossing Germany and ending at a point on the German-Swiss border in the area of Wallbach.

**TRANSITGAS Pipeline System** shall have the meaning ascribed to this term in any of the Individual Contracts that will be agreed upon in the Offering Period

**Wallbach Point** shall mean the connection between the TENP Pipeline System and the TRANSITGAS Pipeline System.

**Week** shall mean the period of seven (7) Days beginning at 06:00 a.m. on a Monday and ending at 06:00 a.m. on the following Monday.

**Year** shall mean the period of time beginning at 06:00 a.m. of the first day of October in any calendar year and ending at 06:00 a.m. of the first day of October of the next succeeding calendar year.

In this Contract references to time are references to the Central European Time (CET).

For all the other units of measure, the definitions contained in ISO 1000:1981 and in the International System shall be used.

For the avoidance of doubt, comma is used as separator of decimal places of the figures of this document.

## Article 2 Terms and object of the Contract

1. This Contract enters into force on the date of its signature by ENI and SHIPPER and will be in force until October 1<sup>st</sup> 2021 without prejudice to any other antecedent right, relief or remedy of either Party under or in connection with this Contract or as specified otherwise in this Contract. .
2. An Individual Contract shall become effective as of the Start Up Date specified in it following the award to the SHIPPER of capacity as a result of successful participation in an Auction in accordance with the Auction Procedure and subject to the provision of a Bank Guarantee as specified in Article 16.2 and in the terms of Article 16.
3. Parties acknowledge that the subscription of this Contract does not entail an obligation for SHIPPER to participate to any of the Auctions provided for in the Auction Procedure.
4. This Contract contains the provisions for the delivery of Natural Gas by the SHIPPER at the Intake Point and its redelivery to the SHIPPER at the Offtake Point using the Sublet Hourly Flow Rate as per Article 4 below (“Subletting Service”), under the terms and conditions set forth in this Contract and the related Individual Contract(s).
5. The redelivery obligation, set forth herein, has not to be construed as an obligation to redeliver the same Gas delivered by the SHIPPER, but as an obligation to redeliver an equivalent (in terms of energy) quantity of Gas, as specified hereunder.

## Article 3 Subletting Obligations

1. In accordance with and subject to the terms and conditions of this Contract, from the Start-Up Date and throughout the term of this Contract, ENI shall let the same amount of energy on a GCV basis, expressed in kWh contained in the quantities of Natural Gas that the SHIPPER will deliver and make available at the Intake Point be simultaneously redelivered to the SHIPPER at the Offtake Point using the Sublet Hourly Flow Rate as per Article 4 below, according to the procedures described in Article 5 below.
2. In no cases ENI will be obliged to let be redelivered to the SHIPPER at the Offtake Point a total quantity of energy higher than the quantity simultaneously delivered by the SHIPPER at the Intake Point, according to the procedures referred to in Article 3.1 above.

3. Starting from the Start Up Date and throughout the term of this Contract, the Gas delivered by the SHIPPER at the Intake Point shall be offtaken provided said Gas has the quality and pressure specified in Article 6 below.
4. The Gas will be redelivered to the SHIPPER at the Offtake Point and the SHIPPER shall take delivery of said Gas, in accordance with Article 5 hereunder.
5. The SHIPPER shall in any event offtake the quantities of Gas redelivered to the SHIPPER at the Offtake Point.

Article 4  
**Quantities**

Starting from the Start Up Date and throughout the term of this Contract the Sublet Hourly Flow Rate(s) of the SHIPPER expressed in MWh/h will be equal to the value(s) defined in any of the Individual Contracts that will be agreed upon in the Offering Period.

Article 5  
**Determination of the Quantities**

The Daily and Monthly quantities of Natural Gas expressed in kWh, delivered by the SHIPPER at the Intake Point, and redelivered to the SHIPPER at the Offtake Point, during each given Month shall be stated in the "Monthly Quantity Report", provided by ENI or by the Operator on behalf of ENI (as the case may be) on or before the end of the following Month. The above mentioned "Monthly Quantity Report" shall be considered as final unless revised allocation at the Intake Point or at the Offtake Point, as the case may be, are provided by the relevant Operator afterwards; in case of revised allocation, the updated "Monthly Quantity Reported" shall be provided as soon as possible.

Article 6  
**Quality and pressure of Gas**

1. The quality and pressure of the Gas delivered by the SHIPPER at the Intake Point shall be in accordance with the quality and pressure specifications required by the downstream transmission system(s) ("Intake Point Spec"). The quality and pressure of the Gas redelivered to the SHIPPER at the Offtake Point shall comply with the quality and pressure specifications defined in the General Terms & Conditions of Snam Rete Gas S.p.A., as amended from time to time ("Offtake Point Spec"). Should the SHIPPER deliver at the Intake Point Gas with specifications of quality or pressure not complying, for any reason, with Intake Point Spec ("Off-specification Gas"):
  - a. the relevant transmission system operator shall have the right to refuse said Off-specification Gas; in such case, said Gas shall be considered as having not been delivered by the SHIPPER;
  - b. the SHIPPER shall have an obligation to notify ENI any information of such failure to comply with the Gas specifications;
  - c. the subletting Fee set forth in Article 9 below shall be anyhow due and payable by the SHIPPER.
  - d. the SHIPPER shall indemnify and hold harmless ENI from any cost and expenses charged to ENI by the relevant transmission system operator as a direct consequence of such Off-specification Gas;
  - e. in case the relevant transmission system operator accepts the Off-specification Gas, the Gas redelivered at the Offtake Point could have quality and pressure specifications not complying with the Offtake Point Spec.
2. Should Gas be redelivered at the Offtake Point with quality, pressure or specifications not complying, for any reason, with the Offtake Point Spec, provided that the Gas delivered at the Intake Point complied with the Intake Point Spec (Off-specification Gas):
  - a. Snam Rete Gas shall have the right to refuse the Off-specification Gas; in said event such gas shall be deemed to have not been redelivered;
  - b. if Snam Rete Gas accepts such Off-specification Gas, the subletting Fee set forth in Article 9 below shall be due and payable;

- c. all properly documented additional costs and expenses charged to the SHIPPER by Snam Rete Gas for the transportation of the Off-specification Gas will be reimbursed by ENI to the SHIPPER.

Article 7  
**Invalid Provisions**

If any provision of this Contract or part thereof is rendered void, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. The Parties shall replace by mutual agreement the invalid or unenforceable provision with a different provision and/or mechanism so as to reach to the extent possible the same commercial purpose of the invalid provisions.

Article 8  
**Interruption and/or Reduction of Subletting Service**

1. Should for any reason the relevant transmission operator temporarily reduce and/or interrupt ENI's transportation capacity on the Pipeline, then ENI has the right to reduce, up to the same percentage of ENI's total transportation capacity reduction, the Sublet Hourly Flow Rate available for the transportation of the quantity of gas delivered by the SHIPPER at the Intake Point.
2. ENI shall notify to the SHIPPER, on a non-binding basis, the foreseen program of reduction of the transportation capacity on the Pipeline due to maintenance and reinforcements activities on the Pipeline, in line with the information provided by the relevant transmission system operator.
3. ENI shall notify to the SHIPPER changes of the above program as soon as possible after receipt of the corresponding information from the relevant transmission system operator.

Article 9  
**Subletting Fee**

1. For the entire duration of this Contract, the SHIPPER shall pay to ENI, on a "ship or pay basis", a monthly Fee for each Subletting Service provided under the relevant Individual Contract and expressed in Euro, equal to:

$$F = (RP_0 + B) * Q \text{ (Euro/Month)}$$

Where:

- $RP_0$  and  $B$  are values expressed in Euro/MWh/h/Month and are defined in any of the Individual Contract(s) that will be agreed upon in the Offering Period.
  - $Q$  = SHIPPER's Sublet Hourly Flow Rate (expressed in *MWh/h*) as defined in any of the Individual Contract(s) that will be agreed upon in the Offering Period.
2. The monthly subletting Fee "F" set out above includes the fuel Gas consumption as well as metering differences.
  3. Said monthly subletting Fee shall be due and payable by the SHIPPER independently from the actual use of the Sublet Hourly Flow Rate by the SHIPPER.
  4. In case of reductions and/or interruptions as per Article 8.1 above, the Fee shall be reduced in proportion to the reduction of the flow rate made available by ENI to the SHIPPER for the period of such reduction, with the exception of the reductions which do not exceed in aggregate an equivalent of 10 entire Days during the term of the Contract.

Article 10  
**Invoicing and Payment**

1. Within the first 10 (ten) calendar days of any Month ENI shall render to the SHIPPER an invoice relating to the Subletting Service of the preceding Month as per each Individual Contract, indicating, *inter alia*:
  - the Fee according to Article 9 above;
  - the Sublet Hourly Flow Rate;
  - the VAT, taxes, customs and charges according to Article 13 hereof.Said invoice shall be sent by mail.

2. The invoice shall be addressed to:

Fiscal Code:

VAT:

and sent to:

Fax number:

Tel. number:

E-mail:

Att.: Mr. / Mrs.

Additional information:

The company is incorporated under the laws of:

Bank name:

Account number:

IBAN Code:

BIC Code:

3. SHIPPER shall pay the invoice as described in Article 10.1 within :
  - the end of the month in which the invoice is sent, or
  - the twentieth calendar day after the day on which said invoice was sent, whichever is the latest (the "Due Date").If the Due Date falls on a non-Business Day, the SHIPPER shall make payment on the first following Business Day.
4. If any invoice contains an error, it will be corrected and balanced in a subsequent invoice.
5. In case of any disputes regarding an invoice, the SHIPPER shall pay without delay the whole amount except in case of a manifest error. If after settlement of the dispute it is agreed between the Parties or otherwise determined, according to Article 17 hereof, that the disputed amount has been unduly paid, the SHIPPER shall be reimbursed of the amount unduly paid plus interest at the rate set forth in Article 10.8 below.
6. Without prejudice to point 5 above, in case the SHIPPER fails to settle any due and payable invoice after more than thirty (30) calendar days following the date of the invoice, ENI shall have the right – notwithstanding any other remedies to which ENI may have resort – to suspend the subletting obligations provided under this Contract until the actual payment of all amounts due.
7. In case the SHIPPER fails to settle any due and payable invoice after more than sixty (60) calendar days following the date of the invoice, ENI shall have the right to terminate this Contract and shall be entitled to enforce the Bank Guarantee as set forth in Article 16, as liquidated damage.
8. In the case of delay of total or partial payment of an invoice as described in this Article, SHIPPER shall pay an interest on any due and unpaid sum for every day of delay in payment at the rate corresponding



to the one provided for by the Italian legislative Decree no. 231/2002, as amended, for the period starting from the day following the Due Date until the date of actual payment of the invoice.

Article 11  
**Measurement**

The determination of the quality, the measurement of quantities and the testing of the quality specifications of Natural Gas shall be carried out by the relevant Operator in accordance with the existing procedures at the relevant metering stations of the Intake Point and Offtake Point.

Article 12  
**Programs**

1. ENI shall be entitled to procure that its obligations under this Contract concerning operation, nomination and dispatching are performed on its behalf by the Operator(s), as service provider, without prejudice to ENI's liability towards the SHIPPER.
2. All the information requested by the Operator will be provided by the SHIPPER in accordance with the terms and conditions issued by the Operator. For avoidance of doubt it is under SHIPPER's liability to perform its obligations towards the Operator. In this respect the SHIPPER is requested to take all necessary actions in order to be compliant with the rules set forth by the Operator in its terms and conditions.
3. The SHIPPER acknowledges and agrees that the Operator shall be entitled to add, modify its terms and conditions and/or ask the SHIPPER other operating information in order to manage all the operating activities connected to this Contract.
4. Only if the Intake Point is the French side of Oltingue Point:
  - 4.1. To manage the capacity at Oltingue exit point of the GRTgaz Pipeline System ENI and the SHIPPER shall execute a transfer of capacity right-of-use according to the Operational Procedure as per Annex C herein attached. The operational rules for nomination and allocation at the Intake Point established in the General Terms and Conditions of GRTgaz ("GRTgaz GTCs") shall then apply, although it remains understood that the nomination deadlines applied by TRANSITGAS Pipeline System Operator, more restrictive than the ones applied by GRTgaz ones, prevail in any case.
  - 4.2. The SHIPPER acknowledges and agrees that the rights and obligations set out in the Operational Procedure shall be subject and conditional upon the condition that SHIPPER has a valid "Transmission Contract" with GRTgaz for the entire duration of the Subletting Agreement.

Article 13  
**Taxes and Duties**

1. The Subletting Fee "F", according to Article 9, does not include VAT. ENI shall be authorised to add to the due Fee, according to Article 9 above, all the VAT, all taxes, customs and charges of similar nature applied by any competent authority with reference to the Subletting Service object of this Contract (except ENI income tax).
2. Without prejudice to Article 10, any other tax, duty and charge applied at the Intake Point and/or at the Offtake Point on Natural Gas (not included in the Fee) shall be borne by the SHIPPER whereas ENI shall be exempt from any payment.
3. All the papers and actions relevant to the sale of Natural Gas shall be borne by the SHIPPER.
4. It is understood that in case, for any reason, the SHIPPER does not communicate the above mentioned Relevant Data the SHIPPER shall be liable and indemnify ENI towards the fiscal authorities for the lack of communication.

Article 14  
**Liability**

1. Without prejudice to Articles 3, 5, 6, 10, 12 and 16, each Party shall be liable toward the other Party only in case of wilful misconduct or gross negligence and for direct damages only, excluding indirect and/or consequential damages.
2. Indirect and/or consequential damages shall include without limitation loss of profit, loss of good will, loss of business opportunity, loss of interest or business interruption howsoever caused, arising out of or in connection with the Contract, whether the claim is based upon contract, tort (including negligence), strict liability, statute or otherwise.

Article 15  
**Force Majeure**

1. The expression Force Majeure shall mean any event, act, fact or circumstance which is unforeseeable and beyond the control of a Party acting or having acted as a Reasonable and Prudent Operator causing the failure to perform, totally or partially, the fulfilment of any obligation under this Contract as long as such cause of Force Majeure lasts. In any case, any event of force majeure notified to a Party by the Operator(s) shall constitute an event of Force Majeure under this Contract.
2. Events which constitute Force Majeure as defined above, shall include, but not be limited to, the following:
  - wars, acts of terrorism, acts of sabotage, acts of vandalism, strikes;
  - forces of nature, floods, landslides, fires, earthquakes;
  - explosions, breakage or breakdown of pipelines and/or directly connected installations;
  - laws and acts of government or governmental authorities, included expropriations, that are beyond the control of the relevant Party acting as Reasonable and Prudent Operator.
3. It remains understood that the inability of a Party to pay (however caused), failure of access to any pipeline system upstream the Intake Point or downstream the Offtake Point or unavailability of Gas (for whatever reason) shall in no case constitute an event of Force Majeure under this Contract.
4. The Party affected by Force Majeure shall be excused from the performance of its obligations under the respective Individual Contract so far as and to the extent that said obligations are affected by Force Majeure. Any event of Force Majeure shall not have any effect on the expiry date of this Contract.
5. Should one of the Parties, by reason of Force Majeure, be unable, wholly or in part, to comply with its obligations under this Contract, the other Party shall be released from its corresponding obligations. The affected Party shall give notice to the other Party of the event constituting Force Majeure as soon as possible and such notice shall include information about the circumstances and a statement about the nature, the consequences and the foreseeable duration. Such notice shall be updated regularly. The affected Party shall take as soon as possible all necessary measures, as a Reasonable and Prudent Operator, in order to remedy the failure and to allow the fulfilment of the obligations under this Contract.
6. The Parties shall meet to discuss the possible solutions to overcome the event of Force Majeure at the request of one of the Parties.

Article 16  
**Bank Guarantee**

1. In case the SHIPPER, following one of the Auctions provided for in the Auction Procedure, will be awarded some Sublet Hourly Flow Rate, ENI will send to SHIPPER an Individual Contract in the form of Annex D, specifying, inter alia, Guarantee Date 1 and Guarantee Date 2.
2. Within the Guarantee Date 1, the SHIPPER shall provide ENI with a credit guarantee on first demand issued by an internationally Primary Bank (the "**Bank Guarantee**") for an amount equivalent to 3 (three)

monthly Subletting Fees as per Article 9. The Bank Guarantee must be conformed to the form herein attached as Annex B.

The Bank Guarantee shall be in force until the date specified in clause 5 of Annex B and shall guarantee all the payments due under the Contract.

3. Should the SHIPPER fail to make available to ENI the Bank Guarantee as specified in Article 16.2 by the Guarantee Date 1, or should the Bank Guarantee result not enforceable, ENI shall be entitled to suspend the execution of the related Individual Contract (in any case the SHIPPER shall be obliged to fulfil its obligation under Article 10) until and including the Day that follows the receipt of the valid Bank Guarantee.

Should the SHIPPER fail to make available to ENI the Bank Guarantee as specified in Article 16.2 by the Guarantee Date 2, or should the Bank Guarantee result not enforceable, ENI shall be entitled to terminate the related Individual Contract and the SHIPPER shall pay to ENI a penalty equal to 10% of the Subletting Fee which would have been due and payable for the entire life of the related Individual Contract if the Individual Contract had not been terminated. Any termination of this Individual Contract shall be without prejudice to the rights of the Parties accrued up to the date of termination. In such case ENI may enforce the Bid Bond as partial payment for the above mentioned penalty.

4. In case the SHIPPER fails to promptly comply with its obligations to pay under this Contract, ENI shall be entitled to enforce the Bank Guarantee under Article 16.2 above offsetting the relevant credit.

#### Article 17

#### **Governing law and litigation**

1. This Contract is executed in English and shall be governed by and construed in accordance with Italian law with the exclusion of all rules governing conflicts of laws.
2. Any dispute, controversy, difference or claim arising out of or related to this Contract which cannot be resolved by agreement between the Parties within forty (40) Days from the date of any notification of the existence of such dispute, controversy, difference or claim, shall be referred to the exclusive jurisdiction of the Court of Milan.

#### Article 18

#### **Amendments**

Amendments, modification or changing to this Contract shall only be effective if made in writing and signed by or on behalf of each of the Parties.

#### Article 19

#### **Notices**

Any notice required or permitted to be given under this Contract or for the purposes of this Contract to any Party shall be sufficiently given if delivered personally, or if sent by prepaid registered mail or if transmitted by fax to the persons at addresses as follows:

Tel.:

Fax:

E-mail:

Attention: Mr. / Mrs.

**ENI S.p.A.**

Natural Resources  
Piazza Vanoni, 1  
20097 San Donato Milanese  
Milan - Italy  
Tel.: +39 (0)2 520 31451  
Fax: +39 (0)2 520 31611  
Attention: Mr. Andrea Terenzi  
Email: [supply.services@eni.com](mailto:supply.services@eni.com); [andrea.terenzi@eni.com](mailto:andrea.terenzi@eni.com)  
PEC: [glp.dispacciamentosdm@pec.eni.com](mailto:glp.dispacciamentosdm@pec.eni.com)

or to any other address communicated to the above addresses.

Unless otherwise expressly provided herein, all notices hereunder shall become effective upon receipt.

Article 20

**Confidentiality obligations and Market Abuse regulations**

Each Party undertakes, on its own behalf and on behalf of his/her employees, associates, consultants and/or representatives and/or members of its bodies, if any, involved in the performance of this Contract and related Individual Contracts (hereafter, the "Persons Involved"), to maintain the confidentiality of information it becomes aware of through this Contract and related Individual Contracts (hereafter, the "Information").

In particular, each Party undertakes to comply and guarantees compliance by the Persons Involved, within the limits provided below and in accordance with the principles of conduct for protecting the confidentiality of Information, including inside information as defined by Regulation (EU) no. 596/2014, in particular by art. 7 and by Regulation (EU) no. 1227/2011, in particular by art. 2 (hereafter, "Inside Information"), as regulated by applicable European and national laws and regulations.

Furthermore, considering that:

- (i) in relation to this Contract and related Individual Contracts the SHIPPER and/or the Person Involved could become aware of Inside Information sent in any form, concerning ENI either directly or indirectly;
- (ii) if it becomes aware of that Inside Information, under terms and conditions set forth in the applicable European and national laws and regulations, the SHIPPER and the Persons Involved will be entered in ENI's "Register of persons with access to Inside Information" - (hereafter "Insider List") and it will be informed of such entry and should, in turn, set up its own register with reference to the Inside Information, taking all reasonable measures to ensure that all persons listed in the register will take note, in writing, of the related legal and regulatory obligations and will know the applicable penalties in the event of market abuse, as specified in the applicable European laws and regulations;

the SHIPPER undertakes, also on behalf of the Persons Involved:

- a) to consider all the Information and Inside Information as strictly confidential, keep it such and not disclose or make it known to unauthorized persons, with the exception of specific requests to do so by the relevant Authorities. If this happens, the SHIPPER undertakes to inform ENI through the internal legal counsel/contract manager and to agree on the methods of communication of the Information or Inside Information to the Authorities. Furthermore, ENI's prior approval must be sought and obtained for any disclosure to third parties concerning the Contract and related Individual Contracts and the Information, except for specific requests by the relevant Authorities;
- b) to refrain - and ensure the Persons Involved refrain - from using the contents of the Information and the Inside Information, from reproducing it, taking extracts or summaries of it, for purposes other than lawful and authorized ones;
- c) to manage and take all measures reasonably possible to ensure and protect, in full and in part, and in any format, the confidentiality of the Information and the Inside Information, in relation to anyone. In particular, the SHIPPER undertakes to limit the disclosure of the Information and the Inside Information within its organization, also declaring that it has implemented suitable tools to guarantee its confidentiality and undertakes to process such information with a level of confidentiality, diligence and caution that meets those required by the applicable European laws and regulations and its own regulations on the processing of inside or confidential information. If the Information and/or Inside Information is sent to the Persons Involved, for lawful and authorized reasons, the SHIPPER undertakes to inform them of the obligations deriving from this commitment and to obtain from them an equivalent confidentiality commitment to this, in the absence of similar legal, corporate or contractual obligations;
- d) to acknowledge that the above commitments, including those resulting from market abuse regulations, are binding for as long as the Information remains Inside Information. In any case, the SHIPPER and the members of its organization, undertake to keep the Information and Inside Information, howsoever they

have become aware of it during the Contract and related Individual Contracts, confidential even after the Inside Information lost their inside nature.

Article 21  
**Administrative Responsibility**

The SHIPPER declares to have reviewed and acknowledged of: (a) the content of the Code of Ethics, (b) the 'Anti-Corruption Management System Guideline' of ENI ('Anti-Corruption MSG') and (c) the Eni's Statement on respect for human rights. The SHIPPER acknowledges that the documents under letters (a), (b) and (c) above are available on [www.eni.com](http://www.eni.com) and undertakes to comply with the principles contained therein. The SHIPPER has the right to request a paper copy of the documents under letters (a), (b) and (c) at any time.

With reference to the execution of the activities covered by the Contract, SHIPPER agrees to respect and to ensure that its directors and employees – as well as any consultants, agents and intermediaries (hereinafter 'Collaborators') engaged in such execution – comply with the applicable regulations aimed at combating and punishing corruption (like the FCPA, the U.K. Bribery Act and Italian Legislative Decree 231/2001 (hereinafter 'anti-corruption laws').

With regard to the execution of the activities covered by this Contract, the SHIPPER warrants and represents that it has issued and implemented provisions to its directors, employees and/or any Collaborators aimed at preventing the commission – even attempted – of conduct sanctioned by Italian Legislative Decree 231/2001, as well as conduct contrary to the anti-corruption laws, and undertakes vis-à-vis ENI to maintain these provisions all effectively implemented for the entire duration of the Contract.

The SHIPPER declares that it has no conflict of interest with respect to the execution of this Contract and agrees to promptly inform ENI in the event that such a situation should arise during execution thereof. For the purposes of this Contract, by conflict of interest is meant any situation referring to the SHIPPER that can interfere with the ability of the directors, employees and Collaborators of ENI to make impartial decisions in the latter's interest.

With regard to the execution of the activities covered by this Contract, SHIPPER agrees to:

- a) record every amount received or paid in relation to this Contract in its accounting books, in a clear and transparent manner;
- b) promptly inform ENI of any information relating to pending investigations, proceedings, sanctions or decisions against it and its Principals – even if not definitive – related to conduct contrary to anticorruption laws and anti-Mafia legislation;
- c) promptly notify ENI of any changes in the controlling interests;
- d) timely inform the ENI of any request or demand relative to any undue payment of money or other advantage received in relation to the performance of this contract;
- e) keep the documentation related to the performance of each service related to this contract, including the documentation concerning the selection phase of any sub-contractors and the performance of each service by any of these, for the time required by applicable laws;
- f) not to subject its workers to working conditions, methods of surveillance or degrading housing situations in violation of applicable legislation. ENI reserves the right to carry out inspections and audits in the event that it becomes aware of circumstantial information that reasonably infers the violation of the provisions contained in this letter f).

To this end, the SHIPPER agrees to provide ENI with all the information related to the execution of the contract in the manner agreed to by the Parties.

The Parties agree that any breach, even partial, by the SHIPPER of the abovementioned declarations, guarantees and obligations which may be reasonably expected to result in adverse consequences for ENI will constitute a material breach of the contract and shall entitle ENI to unilaterally terminate the contract.

In the event of any formal acts from judicial authorities implying such breach, pending the required verifications or findings, ENI shall have the right to suspend the performance of this contract. In any case, the SHIPPER shall release, defend, indemnify and hold ENI harmless, regardless of fault, from and against any

resulting liabilities, including loss and/or damage suffered by ENI and hold ENI harmless from any third party action arising from or consequential to such a breach.

Article 22  
**Assignment**

The Parties shall not have the right to assign its rights and obligations under this Contract without the prior written consent of the other Party, which shall not be unreasonably withheld if the assignee proves to be financially sound in relation to the payment obligations under this Contract.

Such assignment shall become effective upon the assignee submitting a Bank Guarantee in accordance with Annex B of the Contract.

For avoidance of doubt a partial assignment of the Contract shall not be permitted.

Article 23  
**Data Protection**

The Parties declare that they have mutually acknowledged compliance with the obligations related to personal data protection, each for the part under its responsibility.

The Parties mutually acknowledge that the personal data provided by them in order to enter into and implement this Contract will be processed by them as autonomous data controllers in compliance with the General Data Protection Regulation (EU) 2016/679 (hereinafter referred to as "GDPR") and the applicable legislation on the protection of personal data.

Such data will be processed exclusively to enter into and manage the contractual relationship referred to in this Contract and to fulfil the legal and administrative obligations to which the Parties are subject.

Without prejudice to the legal obligations of the Parties, the processing of personal data provided for the above purposes shall be carried out on the basis of the existing contractual relationship. The processing will be carried out in compliance with the confidentiality obligations that inspire the activity of the Parties themselves. The above mentioned obligations of confidentiality will continue even after the termination, for any reason, of the processing. The data will be processed using automated or paper tools and kept in environments to which access is controlled and will be stored, in accordance with the provisions of current legislation, for a period of time not exceeding that necessary to achieve the purposes for which they are processed, after which they will be permanently deleted. The data may be communicated to third parties only and exclusively for the purposes for which they were collected. Both Parties may exercise their rights under Articles 15 and following of GDPR, as well as lodge a complaint with the competent Data Protection Authority in case of unlawful processing.

Eni's Data Protection Officer can be contacted at [dpo@eni.com](mailto:dpo@eni.com).

The Parties mutually acknowledge that the above is valid as information pursuant to Article 13 of the GDPR. The Shipper shall indemnify and hold Eni harmless from any prejudice deriving from the failure or incorrect performance of the aforesaid obligations, undertaking to pay compensation in the event of damages, costs, expenses (including legal fees) following the possible imposition of administrative sanctions and/or appeals made by the parties concerned on the basis of the rights attributed to them by current legislation on the protection of personal data, as well as from any other dispute made by the competent control authorities, where the liability is deriving from the active or omissive conduct of the Shipper.

Article 24  
**Economic and Financial Sanctions**

Each of the Party represents and warrants to the other that the performance of any obligation provided under this Contract will be executed in full compliance with any applicable economic and financial sanctions laws and regulations issued by the European Union and its member states, the United States of America, the United Kingdom and the United Nations that may be potentially applicable to the performances of the Contract (hereinafter "Sanctions Laws").

None of the Party shall be obliged to perform any obligation otherwise required by this Contract if such performance would not be compliant with, violate, or would otherwise expose such Party to punitive measures by a competent authority under Sanctions Laws.

Each Party represents and warrants that it or any of its affiliates providing services in connection with the Contract, is not: (i) person, entity or body subject to asset freeze provisions and/or other restrictive measures under the Sanctions Laws; or (ii) owned or controlled by, or acting for or on behalf of, directly or indirectly, a

natural or legal person, entity or body subject to asset freeze provisions and/or other restrictive measures under the Sanctions Laws.

Each Party agrees that it will as soon as possible provide written notice to the other Party upon the occurrence of any event that would result in a breach of the foregoing representations and warranties.

Where any Party would be in violation of the above obligations, representations and warranties, the other Party can immediately terminate the Contract, without any liability whatsoever.

Made and entered into by duly authorized representatives of the Parties:

For and on behalf of  
ENI S.p.A.  
[DATE / PLACE of signature]  
Name(s): [●]  
Title(s): [●]

For and on behalf of  
  
\*  
Name(s):  
Title(s):

.....

.....

For express acceptance of the following clauses by the SHIPPER:

- Article 3 - Subletting Obligations,
- Article 6 - Quality and pressure of Gas,
- Article 8 - Interruption and/or Reduction of Subletting Service,
- Article 9 - Subletting Fee
- Article 10 - Invoicing and Payment,
- Article 12 - Programs,
- Article 13 - Taxes and Duties,
- Article 14 - Liability,
- Article 15 - Force Majeure,
- Article 16 - Bank Guarantee,
- Article 17 - Governing law and litigation,
- Article 21 - Administrative Responsibility,
- Article 23 - Data protection.
- Article 24 - Economic and Financial Sanctions

For and on behalf of

\*  
Name(s):  
Title(s):

.....

**\* Note: This document has to be signed in both places indicated herein above in order to be considered valid.**

## ANNEX A

### Contact Information

Communications connected with the nomination and matching in accordance with Article 12 shall be directed to:

**OPERATOR (as Service Provider): FluxSwiss Sagl**  
**In case of Exit Oltingue + Transitgas: GRTgaz SA and FluxSwiss Sagl.**

#### **ENIS.p.A.**

Natural Resources  
Piazza Vanoni, 1  
20097 San Donato Milanese  
Milan - Italy  
Tel.: +39 (0)2 520 41089 (OPS)  
Fax: +39 (0)2 520 51647 / 51421 (OPS)

E-mail: [commercial.operations@eni.com](mailto:commercial.operations@eni.com)

#### **SHIPPER:**

Tel.:  
Fax:  
**Dispatching**  
Tel.:  
Fax:  
Tel. (24 hours Service):

Shipper EIC code:

E-mail:  
PEC (not mandatory):

Attention: Mr. / Mrs.



## ANNEX B

### Form of the Bank Guarantee

[On Bank's letterhead]

To:

Eni S.p.A.  
Unit POR-SE / LOG  
Piazza Vanoni, 1  
20097 - San Donato Milanese (Milan), Italy

[PLACE], [DATE]

Dear Sirs,

#### WHEREAS

- A. We make reference to the Framework Subletting Agreement n° GY\_2020\_ **shippername** and the Individual Contract n° **XXX**, concerning the subletting by Eni S.p.A. of transmission capacity through the **[GRTGAZ - TRANSITGAS or TRANSITGAS]** Pipeline System(s) (the "**Agreement**"), between
- B. **[CORPORATE NAME OF THE RELEVANT ENI'S COUNTERPARTY]**, a company incorporated under the laws of **[COUNTRY OF INCORPORATION]**, with registered office in **[CITY]**, **[ADDRESS]**, tax code **[NUMBER]** and registration number with the Companies' Register of **[CITY]** **[NUMBER OF REGISTRATION]** (the "**Company**") and Eni S.p.A., a company incorporated under the laws of Italy, with registered office in Rome, Piazzale Enrico Mattei 1, tax code n. 00484960588 and registration number with the Companies' Register of Rome 00484960588, R.E.A. Rome n. 756453 (the "**Beneficiary**").
- C. Pursuant to the Agreement, the Company has undertaken to deliver to the Beneficiary, as a condition precedent to the Agreement, a first demand guarantee issued by a bank having a rating no lower than Standard and Poor's Corporation "BBB-" or Moody's Investors Service Inc. "BAA3" or Fitch Ratings, Inc./Ltd. "BBB-" (the "**Guarantee**"), to irrevocably and unconditionally guarantee the prompt, due and irrevocable performance and/or fulfillment of all of the Company's present and/or future obligations, indebtedness, liabilities, and undertakings towards the Beneficiary in accordance with the terms and conditions of the Agreement, including without limitation the payment of any interest, default interest, if any, and all legal fees, costs and/or expenses incurred by the Beneficiary in relation to the fulfillment, also in a judicial context, of its claims (the "**Secured Obligations**").
- D. The undersigned **[BANK'S CORPORATE NAME]**, a company incorporated under the laws of **[COUNTRY OF INCORPORATION]**, with registered office in **[CITY]**, **[ADDRESS]**, tax code **[NUMBER]** and registration number with the Companies' Register of **[CITY]** **[NUMBER OF REGISTRATION]**, number of enrolment under the banks' registry **[NUMBER]** (the "**Bank**"), is willing to issue the Guarantee in favour of the Beneficiary and in the interest of the Company at the terms and conditions set forth herein.

**ALL THE ABOVE BEING STATED, which form an integral and substantial part hereof,  
IT IS AGREED AS FOLLOWS**

#### 1. GUARANTEE

- 1.1 The Bank hereby irrevocably and unconditionally guarantees the prompt and due performance, fulfillment and payment by the Company of the Secured Obligations in favour of the Beneficiary up

to the maximum guaranteed amount of Euro [●] (**AMOUNT IN LETTER**) (the "**Maximum Guaranteed Amount**") pursuant to article 1938 of the Italian Civil Code.

- 1.2. The Bank represents and warrants to the Beneficiary that this Guarantee is an autonomous first demand guarantee and not a surety (*fideiussione*) and articles 1939, 1944, 1945, 1955 and 1957 of the Italian Civil Code do not apply to this Bid Bond.

## 2. OBLIGATIONS OF THE BANK

- 2.1 The Bank hereby undertakes to pay to the Beneficiary, upon Beneficiary's first demand, any amount requested by the same from time to time up to the Maximum Guaranteed Amount, without any objection, set-off or counterclaim and notwithstanding any objections by the Company or by any third party, also whether raised in the context of any judicial proceeding relating to the Agreement, including, but not limited to, any objection in relation to the existence of the Beneficiary's claim towards the Company under the Agreement.

- 2.2 Any payment pursuant to clause 2.1 above shall be made by the Bank by no later than seven business days from the receipt of the written request by the Beneficiary in accordance with the terms of clause 7 below, in which the Beneficiary shall:

- (a) specify the amount due and payable by the Bank to the Beneficiary; and
- (b) indicate the bank account on which the relevant payment shall be made by the Bank.

- 2.3 Upon any payment made by the Bank from time to time pursuant to this Guarantee, the Maximum Guaranteed Amount shall be deemed reduced accordingly.

- 2.4 Any payment to be performed under this Guarantee shall be made by the Bank (i) in Euro currency, and (ii) in immediately available funds by means of wire transfer to the bank account indicated by the Beneficiary under the relevant request pursuant to clause 2.2 above.

- 2.5 Any payment made by the Bank to the Beneficiary under the Guarantee shall be made free and clear from, and without any deduction for or on account of any present or future taxes, levies, duties, charges, fees, expenses, other deductions or withholdings of any nature whatsoever and by whomsoever imposed. If any amount must be deducted and/or withheld at any time from any amount paid and/or payable by the Bank to the Beneficiary under this Guarantee, the relevant payment to be made by the Bank to the Beneficiary shall be increased by the amount necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if no deduction and/or withholding would have been applied or required, as the case may be.

## 3. GUARANTEE ABSOLUTE

All the rights of the Beneficiary and the Bank's obligations hereunder are absolute and unconditional, and their existence and validity are autonomous and independent from (i) any partial and/or intermediate payment of the Secured Obligations, (ii) any amendment to the Agreement and/or the Secured Obligations, (iii) any insolvency, bankruptcy or other similar proceedings in relation to the Company, (iv) the validity or enforceability of the Agreement and/or any Company's obligations thereunder, and (v) the voidness, ineffectiveness or claw-back of any payment made by the Company under the Agreement in respect of the Secured Obligations as though such payment had not been made.

## 4. REMEDIES AND WAIVERS

No failure to exercise nor partial exercise nor any delay in exercising by the Beneficiary any right and/or remedy under this Guarantee shall operate as a waiver, nor shall any single or partial exercise of any right and/or remedy prevent any further or other exercise or the exercise of any other right and/or remedy. The rights and remedies provided under this Guarantee are cumulative and not exclusive of any other rights and/or remedies provided under any applicable law and/or the Agreement.

## 5. TERMINATION

5.1 Without prejudice to clause 5.2 below, this Guarantee shall remain in full force and effect up to the earlier of:

- (a) **XX/XX/20XX** (*four months after the End Date of the Individual Contract*) and
- b) the date on which the Bank has paid to the Beneficiary an aggregate amount equal to the **Maximum Guaranteed Amount**, and
- (c) the return of this Guarantee to the Bank,

(the “**Termination Date**”).

5.2 In no event shall this Guarantee be deemed terminated if any payment request has been advanced by the Beneficiary to the Bank on or before the Termination Date. In such case, the Bank’s obligations towards the Beneficiary pursuant to this Guarantee will remain in full force and effect irrespective of the occurrence of the Termination Date until the full payment by the Bank of the relevant amount to the Beneficiary.

## 6. REPRESENTATIONS AND WARRANTIES

The Bank represents and warrants to the Beneficiary that:

- (a) the Bank is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation, and has full power and capacity to execute, deliver, and perform this Guarantee;
- (b) this Guarantee constitutes a legal, valid, and binding obligation of the Bank enforceable against the Bank in accordance with its terms.

## 7. NOTICES

7.1 Any communication pursuant to this Guarantee shall be made in English by means of registered mail with return receipt (anticipated by fax) or by electronic certified email (only Italian PEC allowed) to the following addresses or to those communicated to the other party afterwards:

- (i) with regard to the **Bank**:

[**BANK’S CORPORATE NAME**]

[**ADDRESS**]

[**ZIP CODE**] [**CITY**]

Fax: [**NUMBER**]

Certified email: [**CERTIFIED EMAIL ADDRESS**]

To the kind attention of: [.]

- (ii) with regard to the **Beneficiary**:

Eni S.p.A.  
Piazza Vanoni, 1  
20097 - San Donato Milanese (Milan), Italy  
Fax: +39 (0)2 520 51532  
Certified email: [eni\\_cred\\_dimid@pec.eni.com](mailto:eni_cred_dimid@pec.eni.com)  
To the kind attention of: Mrs Francesca Meoli

7.2 Any such communication will be deemed to be given as follows:

- (i) if by registered letter, on actual receipt by the addressee; and
- (ii) if by certified email, when sent.

7.3 However, a notice given in accordance with the above but received on a non-working day or after business hours in the place of receipt will only be deemed to be given on the next working day in that place.

## **8. ASSIGNMENT**

The Bank hereby confirms and accepts that it shall not assign or transfer any of its rights and obligations under this Guarantee without the prior written consent of the Beneficiary.

## **9. SEVERABILITY**

If any provision of this Guarantee shall be prohibited by or invalid under the applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the other remaining provisions of this Guarantee.

## **10. COSTS AND EXPENSES**

Any and all present and future costs, taxes, charges and/or expenses related to this Guarantee and any payment to be made hereunder shall be exclusively borne by the Company.

## 11. CHOICE OF LAW AND JURISDICTION

- 11.1 This Guarantee shall be governed by and shall be interpreted in accordance with the laws of Italy, excluding Italian conflict of laws provisions which provide for the application of any law whatsoever pertaining to a jurisdiction other than Italy.
- 11.2 The Courts of Milan shall have exclusive jurisdiction to settle all disputes which arise out of, or are connected with, this Guarantee.

-----  
[**BANK'S CORPORATE NAME / DATE / PLACE of signature**]\*

NAME(S): [●]

TITLE(S): [●]

For the purpose of article 1341 of the Italian Civil Code, the Bank hereby expressly approves the provisions set forth under:

Clause 1 (*Guarantee*)

Clause 2 (*Obligations of the Bank*)

Clause 3 (*Guarantee absolute*)

Clause 4 (*Remedies and waivers*)

Clause 5 (*Termination*)

Clause 11 (*Choice of law and jurisdiction*)

-----  
[**BANK'S CORPORATE NAME / DATE / PLACE of signature**]\*

NAME(S): [●]

TITLE(S): [●]

**\* Note: This document has to be signed in both places indicated herein above in order to be considered valid.**

## Annex C – Operational Procedure

### Operational Procedure for managing Section 3 – Exit Oltingue + Transitgas (Oltingue – Passo Gries) (hereinafter referred to as “Operational Procedure”)

#### 1. Transfer of capacity right-of-use

- 1.1. The transfer of capacity right-of-use shall be executed according to the details set out in Table 1 below (“Transfer I”).

Table 1

|                      |   |
|----------------------|---|
| Transfer I           | Firm Capacity   |
| Transfer Type        | Right-of-Use  |
| Capacity Type        | Firm  |
| Transfer Point       | Exit Oltingue   |
| Transferred Capacity | as per Individual Contract, expressed in kWh(25°C)/h              |
| Transfer Period      | From the Start Up Date to the End Date as per Individual Contract |
| Price                | 2,537759 cent/kWh/h/d   |

#### 2. Notification of transfer

- 2.1. The transfer of capacity rights-of-use under this Operational Procedure shall be carried out via the PRISMA Platform. The rules applicable to the transfer of use are described in the “General Terms and Conditions for Use of the PRISMA Capacity Platform” available at <http://www.prisma-capacity.eu>.
- 2.2. SHIPPER shall communicate to ENI its EIC code to be used for performing the transfer in PRISMA Platform as per Annex A..
- 2.3. ENI shall execute the transfer to SHIPPER via PRISMA within 7 days before the Start Up Date specified in the Individual Contract.
- 2.4. SHIPPER shall accept the transaction without undue delay and in any case within 3 days from the execution of the transfer as per article 2.3. above.

#### 3. Fees, Invoicing and Payment

- 3.1. For the avoidance of doubt, the Price set out in Table 1 of point 1.1 corresponds to the regulated capacity tariff published by GRTgaz for the Oltingue exit Interconnection Point for the relevant product and it is indicated in Table 1 only for the purpose of performing the transaction on the PRISMA Platform. It remains understood that no separate invoicing or payment of said Price among ENI and SHIPPER shall occur.

#### 4. Remit

- 4.1. ENI and SHIPPER agree that, among the obligation of this Framework Subletting Agreement and related Individual Contract(s), only the transfer of right-of-use described in this Operational Procedure falls within the scope of article 8 of REMIT regulation (“REMIT Reporting Obligations”). With respect to this Operational Procedure, ENI and SHIPPER agree that each party remains liable for its own REMIT Reporting Obligations and that the notification to PRISMA described in article 3 of this Operational Procedure would constitute the subject of the REMIT Reporting Obligations.

## Annex D – Individual Contract

**Framework Subletting Agreement n° GY\_2020\_**

**Auction Date** .../.../.....

**Section** ....

**Intake Point** shall mean the [ *German side of the Wallbach / French side of the Oltingue / GRTGaz exit Oltingue* ] point, where the Gas is delivered by the SHIPPER.

**Pipeline** shall mean the [ *TRANSITGAS Pipeline System / gas transmission system running from the Oltingue exit point of the GRTgaz Pipeline system and crossing Switzerland along the TRANSITGAS Pipeline System* ].

**TRANSITGAS Pipeline System** shall mean the gas transmission system, including compressor stations and all ancillary facilities along the line, running from [ *the German-Swiss border in the area of Wallbach / the French-Swiss border in the area of Oltingue* ], crossing Switzerland and ending at a point on the Swiss-Italian border in the area of Gries Pass.

**Start Up Date** .../.../.....

**End Date** .../.../.....

**Sublet Hourly Flow Rate (Q)** ... MWh/h

**RP<sub>0</sub>** ... Euro/MWh/h/Month (Reserve Price for the Subletting Product of the relevant Section)

**B** ... Euro/MWh/h/Month (Marginal Bid Price of the relevant Section in accordance with the result of the Auction)

**Guarantee Date 1 (for Article 16)** .../.../.....

**Guarantee Date 2 (for Article 16)** .../.../.....