

# 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

**[Company name]**  
**[Address]**  
**(hereinafter referred to as "SHIPPER")**  
**[n. 20150xx]**

## CONTENTS

Whereas

Art. 1 Definitions

Art. 2 Object of the Contract

Art. 3 Subletting Obligations

Art. 4 Quantities

Art. 5 Determination of the Quantities

Art. 6 Quality and pressure of Gas

Art. 7 Term of the Contract

Art. 8 Interruption and/or Reduction of Subletting Service

Art. 9 Subletting Fee

Art. 10 Invoicing and Payment

Art. 11 Balance group, Nominations and Matching

Art. 12 Taxes and Duties

Art. 13 Liability

Art. 14 Force Majeure

Art. 15 Bank Guarantee

Art. 16 Governing law and litigation

Art. 17 Amendments

Art. 18 Notices

Art. 19 Confidentiality

Art. 20 Administrative Responsibility

Art. 21 Assignment

Annex A: Contact Information

Annex B: Form of the Bank Guarantee

Annex C: Relevant Data

**Whereas:**

1. The SHIPPER has Natural Gas available and intends to have this Gas transported through the TAG Pipeline System;
2. ENI has committed transmission capacities on the TAG Pipeline System;
3. The SHIPPER has been assigned part of said ENI's committed transmission capacities in the Auction Procedure and is willing to have gas transported through it from the Intake Point (and/or the Austrian VTP) to the Offtake Point (and/or the Austrian VTP);
4. 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 Natural Gas quantities transported through the TAG Pipeline System.

**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 North/West & East Europe Auction Annual 2015-16 (for Subletting and Swap Products) published on ENI web site on 19/02/2015.

**Austrian VTP** shall mean the virtual trading point of the Austrian eastern market area as referred to in section 33 of the Energie-Control Austria Executive Board Ordinance on Provisions for the Gas Market Model (Gas-Marktmodell-Verordnung 2012 - GMMO-VO 2012).

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

**Balance Group Responsible** shall be, for the purposes of this Contract, the SHIPPER, or any other company nominated by the SHIPPER, performing the role of *Bilanzgruppenverantwortlicher* as defined in Section 7. (1) 6. of the Austrian Natural Gas Act (Gaswirtschaftsgesetz 2011 - GWG 2011).

**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 except Saturday, Sunday or a holiday in Italy.

**Contract** shall mean this agreement, including the Whereas and Annexes A, B and C which constitute an integral part of it.

**Day** shall mean the period of twenty-four (24) consecutive hours beginning at 06:00 a.m. on each calendar day and ending at 06:00 a.m. on the following calendar day.

**Eustream:** shall mean the company that performs activities of Natural Gas transportation upstream the Intake Point.

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

**Gas Market Code** shall mean the document "*Sonstige Marktregeln Gas*" published on E-Control web site, as amended from time to time, a non-binding English version of which is published on the web site of the market area manager Gas Connect Austria.

**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 degrees 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 natural gas and when the water formed by combustion is condensed to the liquid state to the initial temperature of Gas.

**Intake Point** shall mean the connection between the TAG Pipeline System and the upstream gas transportation system of Eustream, at the Slovakian/Austrian border near Baumgarten an der March in Austria, where Natural Gas can be delivered, or made delivered, by the SHIPPER for transportation through the TAG Pipeline System.

**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.

**Metering Stations** shall mean the plants located at Baumgarten and Arnoldstein in Austria which will be used for the measuring and testing of Gas hereunder.

**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.

**Offtake Point** shall mean the connection between the TAG Pipeline System and the downstream gas transportation system of Snam Rete Gas, at the Italian side of the Austrian Italian border near Arnoldstein, where Natural Gas can be redelivered to the SHIPPER.

**Operator** shall refer to TAG GmbH and/or its subcontractor, performing the operating activities on the TAG Pipeline System as listed in Article 11 and Article 5 here below, whose all details are set forth in Annex A hereto.

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

**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 7.

**Sublet Hourly Flow Rate** shall mean the maximum hourly flow rate (expressed in Nm<sup>3</sup>/h) sublet for the transportation through the TAG Pipeline System 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.

**TAG Pipeline System or Pipeline** shall mean the gas transmission system, including compressor stations and all ancillary facilities along the line, running from the Slovakian-Austrian border in the area of Baumgarten, crossing Austria and ending at a point on the Austrian-Italian border in the area of Arnoldstein.

**TAG GTCs** shall mean the General Terms and Conditions for Transmission Network Access of Trans Austria Gasleitung GmbH published on Operator's web site on 23<sup>th</sup> November 2012, as amended from time to time.

**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 Object of the contract

1. This Contract contains the provisions for the delivery of Natural Gas by the SHIPPER at the Intake Point (and/or at the Austrian VTP) and its redelivery to the SHIPPER at the Offtake Point (and/or at the Austrian VTP), using the Sublet Hourly Flow Rate as per Article 4 below (“Subletting Service”), under the terms and conditions set forth in this Contract.  
The sublet capacity object of this Contract is entry capacity at the Intake Point and exit capacity at the Offtake Point.
2. The redelivery obligations, set forth herein, have 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, the SHIPPER shall be entitled to have Natural Gas transported through the TAG Pipeline System using the Sublet Hourly Flow Rate as per Article 4 below, according to Article 5 below.
2. 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 and further provided that the hourly flow rate shall not exceed the Sublet Hourly Flow Rate. In the event that the Sublet Hourly Flow Rate is exceeded, there shall be no obligation to take delivery of Gas exceeding the Sublet Hourly Flow Rate.
3. The Gas will be redelivered to the SHIPPER at the Offtake Point (and/or at the Austrian VTP) and the SHIPPER shall take delivery of said Gas, in accordance with Article 5 hereunder.
4. The SHIPPER shall in any event offtake the quantities of Gas redelivered to the SHIPPER at the Offtake Point (and/or at the Austrian VTP).

## Article 4 Quantities

1. Starting from the Start Up Date and throughout the term of this Contract the Sublet Hourly Flow Rate of the SHIPPER will be equal to:

$$Q = [\dots\dots\dots] \text{ Nm}^3/\text{h} \text{ (to be inserted in accordance with the result of the Allocation Procedure)}$$

The Sublet Hourly Flow Rate consists of both an equivalent entry capacity at the Intake Point and an equivalent exit capacity at the Offtake Point.

For the purpose of the transfer from ENI to the SHIPPER, as for Article 11, of the Sublet Hourly Flow Rate, a conversion from Nm<sup>3</sup>/h to kWh/h shall apply and the relevant conversion factor shall be 11.19 kWh/Nm<sup>3</sup>.

Article 5  
**Determination of the Quantities**

The Daily and Monthly quantities of Natural Gas expressed in kWh, delivered at the Intake Point, and the Daily and Monthly quantities of Natural Gas expressed in kWh, redelivered at the Offtake Point, during each given Month shall be determined by the Operator according to Article VIII of the TAG GTCs.

Article 6  
**Quality and pressure of Gas**

1. The quality and the pressure of the Gas delivered by the SHIPPER at the Intake Point shall be in accordance with the specifications set out in the TAG GTCs.
2. Should the SHIPPER deliver at the Intake Point Gas with specifications of quality or pressure not complying, for any reason, with Article 6.1 above ("Off-specification Gas"), it is understood and agreed that the subletting Fee set forth in Article 9 below shall be anyhow due and payable by the SHIPPER. It is also understood that the SHIPPER shall indemnify and hold harmless ENI from any damages, cost and expenses, including third-party claims, charged to ENI by the Operator as a direct consequence of such delivered Off-specification Gas, if any.

Article 7  
**Term of the Contract**

The Start Up Date of the Subletting Service shall be 01/10/2015 at 06:00 a.m.; the end date of the Subletting Service shall be 01/10/2016 at 06:00 a.m..

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

1. Should a temporary reduction and/or interruption of ENI's transportation capacity on the Pipeline occur for any reason, including ordinary and extraordinary maintenance and reinforcement activities on the Pipeline, the Sublet Hourly Flow Rate shall be reduced up to the same percentage of the total ENI's transportation capacity reduction at the moment in which the event that caused such reduction occurred.
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 Operator.
3. ENI shall notify to the SHIPPER changes of the above program as soon as it receives the corresponding information from the 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 the Subletting Service provided under this Contract and expressed in Euro, equal to:

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

Where:

- $RP_0 = \dots\dots\dots$  Euro/Nm<sup>3</sup>/h/Month (*Reserve Price for the Subletting Product of the relevant Section to be inserted as set forth in Article 3.5 of the Auction Procedure*)

- B = ..... Euro/Nm<sup>3</sup>/h/Month (Marginal Bid Price of the relevant Section to be inserted in accordance with the result of the Auction as set forth in Article 9 of the Auction Procedure)
  - Q = SHIPPER's Sublet Hourly Flow Rate (expressed in Nm<sup>3</sup>/h) as set forth in Article 4.
2. Said Fee shall be due and payable by the SHIPPER independently from the actual use of the Sublet Hourly Flow Rate by the SHIPPER.
  3. In case of reductions and/or interruptions as per Article 8.1 above, the Fee shall be paid as long as the period for such activities does not exceed an equivalent total period of 10 entire Days during the term of the Contract. In all other events of reductions and/or interruptions of the subletting capacity, 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.

#### Article 10 Invoicing and Payment

1. Within the first 10 (ten) business days of any Month ENI shall render to the SHIPPER an invoice relating to the Subletting Service of the preceding Month, indicating, *inter alia*:
  - the Fee according to Article 9 above;
  - the Sublet Hourly Flow Rate;
  - the VAT, taxes, customs and charges according to Article 12 hereof.Said invoice shall be sent by fax and/or by mail.

2. The invoice shall be addressed to:

**[Company name]**  
[Address]  
Fiscal Code: [.....]  
VAT: [.....]

and sent to:

**[Company name]**  
[Address]  
Fax number: [.....]  
Tel. number: [.....]  
E-mail: [.....]  
Att.: Mr. / Mrs.

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 is 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 shall 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 16 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 Contact 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 15, as liquidated damage.
8. In case of delay in 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 next to the period starting from the day following the Due Date until the date of actual payment of the invoice.

#### Article 11

#### **Balance group, Nominations and Matching**

1. As provided for in Section 90 of the Austrian Natural Gas Act (Gaswirtschaftsgesetz 2011 – GWG 2011), in order to use the Sublet Hourly Flow Rate as for Article 4, the SHIPPER shall be obliged either to join a balance group managed by a Balance Group Responsible or to form its own balance group assuming directly the role of Balance Group Responsible.
2. In order to ensure the compliance with the provisions mentioned in Article 11.1 above, the SHIPPER shall procure that:
  - the Balance Group Responsible is authorized to allow a capacity allocation to the relevant balance group(s) or to a sub balance account;
  - the Balance Group Responsible, to whose balance group the capacity shall be allocated by ENI, has performed, in due time, a restriction mapping according to the rules published by the market area manager Gas Connect Austria in order to empower ENI to allocate the capacity to the relevant balancing group.

For avoidance of doubt the restriction mapping shall be performed at least seven (7) Business Days before the beginning of the Start Up Date.

Within this deadline the SHIPPER shall also provide ENI with the following information:

- the Balance Group Responsible EIC X code;
  - the balance group code to which the SHIPPER intends to allocate the capacity (EIC Y code).
3. In order to ensure the compliance with the provisions mentioned in Article 11.1 above, ENI shall allocate, in due time, to the Balance Group Responsible the Sublet Hourly Flow Rate as per Article 4 according to the Terms and Conditions for Balance Group Management of Trans Austria Gasleitung GmbH published on Operator's web site on 18<sup>th</sup> December 2012 as amended from time to time.

For avoidance of doubt the allocation of the relevant capacity from ENI to the Balance Group Responsible is subject to the fulfilment of the SHIPPER's obligations as per Article 11.2.

4. ENI shall not accept any responsibility in case of non-compliance of the SHIPPER with the obligations set forth in this Contract and in particular with Article 11.2. For avoidance of doubts the non-compliance of the SHIPPER with Article 11.2 shall not affect the validity of this Contract and the SHIPPER's obligation to pay.
5. The SHIPPER acknowledges and accepts the matching, nomination and dispatching procedures described in Chapter 2 and 3 of the Gas Market Code. It is under SHIPPER's liability to perform its relevant obligations towards the Operator. In this respect the SHIPPER is requested to take all necessary actions in order to be compliant with the relevant rules set forth by the Operator and by the market area manager Gas Connect Austria.
6. The SHIPPER acknowledges and agrees that the Operator and the market area manager Gas Connect Austria shall be entitled to modify the terms and conditions mentioned under this Article 11 and/or ask the SHIPPER other operating information in order to manage all the operating activities connected to this Contract.



#### Article 12

##### **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, 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 in Austria 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. The SHIPPER is engaged to communicate to ENI through a written letter (anticipated by fax + 39 02 520 31934), not later than one month after the date of signature of this Contract, all the relevant data (the "Relevant Data") necessary to properly invoice the Subletting Service in the form attached as Annex C.
5. 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 13

##### **Liability**

1. Without prejudice to Articles 3, 5, 6, 10, 11 and 15, 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 14

##### **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, which has repercussions on the Pipeline causing the failure to perform, totally or partially, the fulfilment of any obligation under this Contract as long as this cause of Force Majeure lasts.
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. The Party affected by Force Majeure shall be excused from the performance of its obligations under this 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.
4. 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.

5. 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 15  
**Bank Guarantee**

1. Within the 15/04/2015, the SHIPPER shall provide to ENI a credit guarantee on first demand issued by an international Primary Bank (the "**Bank Guarantee**") for an amount equivalent to 3 (three) monthly subletting Fee as per Article 9. The Bank Guarantee must be conformed with the form herein attached as Annex B.  
The Bank Guarantee shall be in force until the date specified in clause 3 of Annex B and shall guarantee all the payments due under the Contract.
2. Should the SHIPPER fail to make available to ENI the Bank Guarantee as specified in Article 15.1 by the 15/04/2015, or should the Bank Guarantee result not enforceable, ENI shall be entitled to suspend the execution of this 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 15.1 by the 29/04/2015, or should the Bank Guarantee result not enforceable, ENI shall be entitled to terminate this 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 Contract if the Contract had not been terminated. Any termination of this 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.

3. 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 15.1 above, offsetting the relevant credit.

Article 16  
**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 17  
**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 18  
**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:

**[Company name]**  
[Address]  
Fax number: [.....]

Tel. number: [.....]

Att.: Mr. / Mrs.

**ENI S.p.A.**  
MIDSTREAM  
Piazza Vanoni, 1  
20097 San Donato Milanese  
Milan - Italy  
Tel.: +39 02. 520 31533  
Fax: +39 02. 520 31611  
Attention: Mr. Lorenzo Dondi  
Email: supply.services@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 19 **Confidentiality**

Each Party, at all times, shall keep confidential, shall not disclose and shall procure that its Affiliates, officers advisors, employees and agents (the "Representatives") shall keep confidential and shall not disclose, any confidential information which it may have or acquire in relation to the negotiation or performance of this Contract, except for any information:

- a) proved to be known by the Party prior to the information being disclosed by the other Party;
- b) part of the public domain at the time of disclosure;
- c) required to be disclosed to comply with any applicable law, regulation, or rule of any exchange, or regulatory body, or in connection with any court or regulatory proceeding or acts or orders of any municipal, national or other governmental agency or authority, whether domestic or foreign or any supra-national agency including without limitation the European Union; provided that each Party shall, to the extent practicable and permissible under such law, regulation, or rule, use reasonable efforts to prevent or limit the disclosure and to give the other Party prompt notice of it;
- d) which is disclosed by a Party to any professional advisers, provided such disclosure is made on a bona fide need to know basis and professional advisers agree to hold such information under equivalent terms of confidentiality;
- e) which is disclosed to the Operator as strictly necessary for the operation and implementation of the Contract.

The terms and conditions of this Article shall survive termination or expiration of this Contract, irrespective the reason for termination, for one (1) year.

#### Article 20 **Administrative Responsibility**

The SHIPPER declares to have reviewed and have knowledge of the contents of the document "Model 231", including also the ENI Code of Ethics, drafted by ENI in accordance with the legislation in force regarding the administrative liability of legal entities for offences committed by their directors, employees and/or agents and available on the website [www.eni.com](http://www.eni.com).

With respect to the performance of the activities under this Contract, the SHIPPER represents and warrants that it has given and implemented instructions to its directors, employees and/or agents, aimed at preventing any and all conducts in breach of the U.S. Foreign Corrupt Practices Act, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the United Nations Convention against Corruption and any other anti-bribery laws which may be applicable to the SHIPPER and undertakes vis-à-vis ENI to continue effectively implementing such instructions for the entire duration of this Contract. In particular and in accordance with the abovementioned laws and conventions, the SHIPPER undertakes to abstain (and to cause its directors, employees and/or agents to abstain) from, directly or indirectly, offering, promising, giving, paying or accepting any Public Official's request for a gift, or authorizing anyone to give or pay, directly or indirectly, any sums, other benefits or advantages or anything of value to or for a Public Official. For the purposes of this Contract, Public Official shall mean:

- a) anyone who performs public functions in a legislative judicial or administrative capacity;
- b) anyone acting in an official capacity for or on behalf of (i) a supranational, national, regional or local government, (ii) an agency, department, office or instrumentality of a supranational, national, regional or local government, (iii) a government-owned or government-controlled or government-participated company, (iv) a public international organization and/or (v) a political party, a member of a political party, an official or candidate for political office;
- c) anyone in charge of providing a public service; or
- d) any other person, individual or entity at the suggestion, request or instruction or for the benefit of any of the persons or entities referred to in paragraphs (a) to (c) above.

With respect to the performance of the activities under this Contract, the SHIPPER undertakes vis-à-vis ENI for the entire duration of this Contract to strictly abide by the principles of the ENI Code of Ethics and to respect human rights as defined in the ENI Guidelines on the Protection and Promotion of Human Rights, available on the website [www.eni.com](http://www.eni.com). In particular, the SHIPPER undertakes to abstain from:

- a) offering commissions, fees and other benefits to directors, employees or agents of ENI;
- b) entering into trade agreements with directors, employees or agents of ENI which may negatively affect the interests of ENI;
- c) starting business activities or entering into agreements with third parties in breach of the principles set out in the ENI Code of Ethics which would negatively affect the performance of this Contract;
- d) providing directors, employees or agents of ENI with non-property benefits also in the form of gifts, means of transportation, hospitality offers which go beyond the limits of the commonly accepted business ethical standard.

The Parties agree that any non-compliance, even partial, with the abovementioned representations, warranties and undertakings, which can be reasonably expected to result in adverse consequences for ENI, will be considered a material default under this Contract and will entitle ENI to unilaterally withdraw, even during its performance, or to terminate the Contract, by delivering notice via registered mail, which shall include a brief summary of the circumstances or of the legal proceedings demonstrating such non-compliance.

In the event of information that could reasonably imply such non-compliance, pending the required verifications or findings ENI will have the right to suspend the performance of the Contract by delivering notice via registered mail, which shall include a brief summary of the relevant information. Should the information be obtained from the media, ENI shall have the right to exercise such right when the information has been confirmed by an official document of the Judicial Authority and/or otherwise confirmed by the Judicial Authority.

The exercise of such rights will be to the sole detriment of the SHIPPER, which shall bear, in all cases, all additional expenses and costs and shall be liable for and defend, indemnify and hold harmless ENI from any third-party action arising from or consequential to such non-compliance.

#### Article 21 **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.

Made and entered into as of 01/04/2015 in Milan.

For and on behalf of  
ENI S.p.A.

.....

For and on behalf of  
[Company name]

.....

For express acceptance of the following clauses:

- Article 3 - Subletting Obligations,
- Article 6 - Quality and pressure of Gas,
- Article 8 - Interruption and/or Reduction of Subletting Service,
- Article 10 - Invoicing and Payment,
- Article 11 - Balance group, Nominations and Matching,
- Article 12 - Taxes and Duties,
- Article 13 - Liability,
- Article 14 - Force Majeure,
- Article 15 - Bank Guarantee,
- Article 16 - Governing law and litigation,
- Article 20 - Administrative Responsibility,
- Article 21 - Assignment.

For and on behalf of  
[Company name]

.....

## ANNEX A

### Contact Information

**OPERATOR:**        **Trans Austria Gasleitung GmbH**  
Wiedner Hauptstrasse 120-124  
A-1050 Vienna, Austria  
Tel.: +43 159 75 116  
Fax: +43 159 75 11630  
**Dispatching Center**  
Fax: +43 1 27500 28499 / 28498

**ENI S.p.A.**  
MIDSTREAM  
Piazza Vanoni, 1  
20097 San Donato Milanese  
Milan - Italy  
Tel.: +39 02.520 41089 (GOS)  
Fax: +39 02.520 51647 / 51421 (GOS)

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

#### **SHIPPER:**

**[Company name]**

**[Address]**

Tel: +.....

Fax: +.....

E-mail:

Attention: Mr. / Mrs.

## ANNEX B

### Form of the Bank Guarantee

[On Bank's letterhead]

To:

**ENI S.p.A.**  
Piazza Vanoni, 1  
20097 San Donato Milanese (Milan) Italy

This **Bank Guarantee** is issued on this [ Day ] of [ Month ] 2015 by [*Bank's details to be inserted*] (the "Guarantor") in favour of ENI S.p.A. a company established under the laws of Italy, having its registered office at Piazzale Enrico Mattei 1, Roma ITALY (together with its successors and permitted assigns "ENI").

**Whereas:**

- ..... [*Shipper's details to be inserted*]..... (the "Shipper") on the 01/04/2015 ("Effective Date") enters into a subletting agreement (n. **20150xx**) (the "Subletting Agreement") with ENI concerning the subletting by ENI of transmission capacity through the TAG Pipeline System;
- It is a condition under the Article 15 of the Subletting Agreement that within 15/04/2015 the Shipper shall lodge at the benefit of ENI as security for all the payments due under the Subletting Agreement a Bank Guarantee for an amount to Euro [*equivalent to 3 (three) monthly subletting Fee "F" as set forth in Article 9 of the Subletting Agreement*] ( Euro in letters) (the "Bank Guarantee").

**Now, therefore, all this being stated:**

1. We undersigned ..... [*full details of the bank to be inserted*] ..... formally, firmly, irrevocably and unconditionally undertake to pay upon your first demand any sum up to Euro [ ] ( *Euro in letters*) (the "Maximum Amount") within 5 (five) days from the receipt of your written duly signed request stating that the Shipper has failed to promptly comply with its obligations to pay under the Subletting Agreement, regardless of possible objections of whatever kind that could be put forward by the Shipper or by whoever third party and without necessity of legal actions or court proceedings.
2. ENI shall be entitled to enforce the present Bank Guarantee several times until the Maximum Amount is exhausted.
3. The present Bank Guarantee is valid from the date hereof and shall remain in full force and effect until the earliest of:
  - I. the date on which all duties, liabilities and obligations of Shipper under the Subletting Agreement have been finally and definitively discharged, or
  - II. the date on which the Guarantor has paid to ENI under this Bank Guarantee an aggregate amount equal to the Maximum Amount.

Anyway, this Bank Guarantee shall expire on 02/02/2017; after such date this Bank Guarantee will automatically become null and void.

4. The present Bank Guarantee shall be governed by the Italian law. Any dispute, controversy or claim arising out of or related to this Bank Guarantee shall be referred to the exclusive jurisdiction of the Court of Milan.

*[Date and Place]*

*[Bank's stamp and signature]\**

For express acceptance of the following clauses:

Clause 1 - Payment at first demand regardless of possible objections of whatever kind;

Clause 4 - Law and Jurisdiction.

*[Date and Place]*

*[Bank's stamp and signature]\**

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



## Annex C - Relevant Data

### SHIPPER DETAILS FORM

[print on the SHIPPER's letterhead]

#### COMPANY

- Company name:
- Address:
  
- Phone number:
- Fax number:
- The company is incorporated under the laws of:
- VAT Number:

#### CONTACTS

##### ***Administrative contact:***

- Contact name:
- Function:
- Address:
  
- Phone number:
- Fax number:
- Mobile:
- Email address:

## INVOICING

### Main Invoicing

- Company name:
- Invoicing contact name:
- Address:
  
- Phone number:
- Fax number:
- Email address:
- Bank name:
- Account number:
- IBAN Code:
- BIC Code:
- VAT number:

### Invoicing Mailing Address

- Company name:
- First Name:
- Surname:
- Function:
- Address:
- Email address:

### Fiscal Representative (if applicable)

- Company name:
- First Name:
- Surname:
- Function:
- Address:
  
- VAT number: