

# CONTRACT FOR NATURAL GAS REGASIFICATION AND STORAGE BUNDLE SERVICE

between

- **OLT Offshore LNG Toscana S.p.A.**, with registered office in Via Passione, n.8, 20122 Milan, share capital 40,489,544.46 euro fully paid in, Tax Code, VAT Reg. no. and Registration no. with the Companies' Register of Milan 07197231009, Milan Economic and Administrative Index no. 1889224, represented by ..... in his/her capacity as ....., hereinafter referred to as "**OLT**",
- **Stoccaggi Gas Italia S.p.A.**, with registered office in Piazza Santa Barbara, n. 7., 20097 San Donato Milanese (MI), 20097 San Donato Milanese (MI), share capital 152,205,500 euro., Tax Code and VAT Reg. no. and Registration no. with the Milan Companies' Register 13271380159, Milan Economic and Administrative Index no. 1633445, represented by ..... In his/her capacity as ....., hereinafter referred to as "**STOGIT**",

and

- **[Company]**, with registered office in....., Tax Code, VAT Reg. no. and Registration no. .... with the Companies' Register of ....., ..... Economic and Administrative Index no. ...., hereinafter referred to ("**Representative**") in the name and on behalf of ...[represented parties]... hereinafter referred to "**Represented Party(ies)**" or "**Service User(s)**" and represented by ..... in his/her capacity as .....,

hereinafter jointly referred to as "Parties" or singularly as "Party".

**WHEREAS**

- a) In implementation of Article 16 of Law Decree no. 1/2012 and in compliance with the provisions of Decree of the Minister for Economic Development of 07 December 2016 and of the Decree of 13 February 2017, OLT, on February 21<sup>st</sup> 2017, published the Procedure for the Assignment of the Regasification and Storage Bundled Service on its website;
- b) The regasification and storage bundled service set forth in article 1 of the Decree and article 2 of Resolution 6/2017 provides that STOGIT makes available to the Service User storage capacity, equivalent to the regasification capacity awarded by OLT, and of an injection capacity such as to guarantee the injection of the quantities of natural gas equivalent to the delivered LNG – after the consumption and losses of the regasification and transportation services and the storage consumption in accordance with the respective codes. It is understood that it is exclusively under Service User(s) responsibility to obtain the injection capacity necessary to inject such quantities into the ground storage through day-ahead storage capacity allocation processes pursuant to resolution 193/2016/R/gas and prior allocated to the Service User as set forth in Resolution 64/2017.
- c) The Representative, in the name and on behalf of the Service User(s), participated in the Procedure for the assignment of the regasification and storage bundled service with regard to the unloading(s) of quantities of LNG at the Terminal, for which regasification (in corresponding unloading slots) and storage capacities, as shown below, have been assigned to the Represented Party(ies):

**REGASIFICATION CAPACITIES**

<b>Progressive Number and Date corresponding to the Unloading Slot's Arrival Window [## - dd/mm/yy]</b>	<b>Regasification capacity allocated [mc<sub>Liq</sub>]</b>	<b>Awarding Price [€/mc<sub>Liq</sub>]</b>
[•]	[•]	[•]
[•]	[•]	[•]
[•]	[•]	[•]

**STORAGE CAPACITY – Uniform Modulation Service**

Space: [•] kWh

- d) The Representative, in the name and on behalf of the Represented Party(ies):
  - i. declared that the Represented Party(ies), either directly or through the Representative, holds/hold or undertook to sign LNG import contracts or agreements that provide for mutual undertakings between the parties aimed at making the quantity of LNG, for the import of which the capacity as of point c) is requested, available;
  - ii. declared that the Represented Party(ies), either directly or through the Representative, has(have) available, where already known, an LNG carrier that is already authorized to unload at the Terminal or it(they) has(have) declared that it(they) undertakes(undertake) to carry out the unloading by means of an LNG carrier that is compatible with the Terminal's

- specifications and such LNG carrier will be authorized according to the procedures provided for and defined by the Terminal, with the risk that the authorizing procedures may not be successful remains with the Service User(s);
- iii. declared that the Represented Party(ies) and the Representative are not subject to bankruptcy or liquidation proceedings or actions by STOGIT and/or OLT for the recovery of credit;
  - iv. declared that the Represented Party(ies), either directly or through the Representative, is(are) a transportation service user(s) with Snam Rete Gas S.p.A. or has(have) undertaken to obtain such qualification no later than the first day of the month in which the unloading at the Terminal is scheduled;
  - v. undertook that the Represented Party(ies), either directly or through the Representative signs(sign) this Contract as set forth in article 5.1 of the Procedure;
  - vi. undertook that the Represented Party(ies), either directly or through the Representative signs(sign) a SLOT capacity agreement with OLT and at the same time submits(submit) the guarantees provided for in it as set forth in article 5.1 of the Procedure;
  - vii. undertook that the Represented Party(ies), either directly or through the Representative signs(sign) a storage contract with STOGIT for the uniform service as set forth in article 5.1 of the Procedure;
- e) On 12 January 2017, the AEEGSI with Resolution 6/2017/R/GAS defined the criteria for allocating the auction income between the regasification companies and the major storage company.

**THE ABOVE BEING STATED, THE PARTIES AGREE AND STIPULATE AS FOLLOWS:**

**1) PREMISES AND ANNEXES**

The premises and annexes are an integral and substantial part of this Contract. Unless otherwise indicated, the terms in capital letters in this Contract have the meaning attributed to them in the Procedure.

**2) SUBJECT, EFFECTIVENESS AND DURATION OF THE CONTRACT**

- 2.1 The subject of this Contract is the regasification and storage bundled service as set forth in article 1 of the Decree 7 December 2016 and article 2 of the Resolution 6/2017 that provide the allocation by STOGIT to the Service User of a storage capacity, equivalent to the regasification capacity awarded by OLT, and of an injection capacity such as to guarantee the injection of the quantities of natural gas equivalent to the delivered LNG – after the consumption and losses of the regasification and transportation services and the storage consumption in accordance with the Storage Code – within the end of the month after the unloading;
- 2.2 The Service will be provided according to the terms and conditions set forth in this Contract, the Procedure, the Access Code, the Storage Code and the SLOT Capacity Agreement in so far as they

are applicable. OLT, STOGIT and the Representative, in the name and on behalf of the Represented Party(ies), declare that they are fully aware of the contents of the Access Code and the Storage Code and undertake to apply them and comply with them within the limits and in compliance with this Contract.

- 2.3 The LNG which will be delivered by the Service User(s) at the Terminal in execution of this Contract must comply with the LNG Quality Specifications as defined by the Access Code and more specifically in the Technical Manual called “LNG and Gas Quality and Measurement Manual” available at the following link: <http://www.oltoffshore.it/commerciale/gestione-operativa/manuali-tecnici/>.
- 2.4 This Contract will come into force on the date that it is signed and will last until the full execution of the obligations contained in it or until the end of the 2017/2018 storage thermal year, i.e. until 31 March 2018.

### 3) **DELIVERY QUANTITIES AND OBLIGATIONS IN STORAGE CONNECTED WITH THE SERVICE**

- 3.1 The Service is governed by the Contract, the Access Code and the Storage Code which, with their annexes, are an integral and substantial part of the Contract itself.
- 3.2 The Represented Party(ies) undertakes(undertake) to deliver at the Terminal LNG quantities correspondent to the regasification capacity at point (c) of the Premises under the provision of the Access Code. The LNG quantities will be regasified and redelivered to the Service User(s) at the Redelivery Point for the following injection into the ground storage by STOGIT in accordance with the storage capacity and the injection capacities made available to the Service User(s), net of consumptions and losses connected respectively with (i) the regasification service, (ii) the transportation service, being borne by the Service User(s) the obtaining of possible injection capacity additional to the one referred to in article 2.1. For each unloading as of point c) of the Premises, the related consumption and losses connected with the regasification service will be charged to the Service User(s) from the start of the redelivery of the LNG quantities associated with the unloading, even if they are redelivered in advance respect to the unloading date, until the full redelivery and injection into storage of said quantities.
- 3.3 The daily storage injection capacity indicated into the article 1.3 Table 1 of the Procedure is the maximum injection capacity made available for the Service purpose by STOGIT. It is understood that such injection capacity is functional to the injection into the ground storage of the quantities redelivered by OLT to the Service User(s) at the Redelivery Point, therefore the injection capacity will be allocated to the Service User(s) in accordance with the number of days and for the quantities indicated in the most updated redelivery program communicated by OLT within the daily storage injection limit indicated into article 1.3 Table 1. STOGIT will not allocate to the Service User injection capacity for the days other than the ones strictly functional to the injection of the quantities redelivered at the Redelivery Point by OLT.

- 3.4 The injection capacity allocated but not totally or partially used by the Service User(s) during the period referred to into above article 3.3 do not lead to any right of using such capacity in the following days. It is therefore understood that the injection capacity and regasification capacity allocated for the Service purpose to the Service User(s) cannot be used by the Service User in a period different to the one in which the unloading and the following redelivery of the regasified LNG is scheduled for unless the Service User(s) obtains(obtain) additional injection capacity and/or regasification capacity through further allocation processes whose terms and manners are provided in the Access Code and the Storage Code.
- 3.5 The regasification and the following injection into the ground storage of the LNG quantities actually unloaded by the Service User(s) will be performed as an exception to the provisions of Clause 3.4.1. of the Access Code. OLT will communicate to the Service User(s) and to STOGIT the most updated redelivery profile for each gas day D within hr. 12.00 of the gas day D-1, without prejudice of the right OLT has to modify such redelivery profile during the same gas day D.
- 3.6 For the purposes of the above article 3.5, within 3 working days after the Service award and further on the terms for the allocation during the gas year processes provided by the Access Code, OLT will communicate to the Service User(s) the redelivery program, expressed in kWh, at the Redelivery Point. The redelivery program is done basing on the volumes to be unload to the Terminal for the Service purpose and the possible regasification capacity allocated pursuant to the Access Code provisions. The Service User(s) will submit its storage injection program in accordance with the provisions of the Storage Code. STOGIT will verify whether such storage injection program is compatible with the injection capacity available for the Service purpose, also considering the analogous communications of the other regasification terminals under the allocation of the regasification and storage bundled service of the latter, communicating the outcome of such verify to the Service User(s).
- 3.7 It is understood that whether in a certain gas day, in consideration of the STOGIT storage injection capacity limits and of the redelivery program referred to into above article 3.6, the LNG volumes expected to be regasified and redelivered at the Redelivery Point exceed the maximum storage injection capacity made available by STOGIT for the Service purpose, it is exclusively under Service User(s) responsibility to obtain the injection capacity necessary to inject such quantities into the ground storage, through allocation processes in accordance with Storage Code and in accordance with the provisions of article 1 paragraph 4 of the Decree 7 December 2016 and of article 1 paragraph 3 of the Decree 13 February 2017. It is also understood that, following the above communications, the Service User(s) may request for a different unloading date in order to ensure a correct Service provision in consideration of the STOGIT storage injection capacity availability and of the allocation of the regasification and storage bundled service of the other regasification terminals. Moreover, in order to reduce the quantities expected to be redelivered at the Redelivery Point in the day(s) in which the unloading is carried out under this Contract, the Operating Company's laytime and the LNG carrier's laytime as of Clause 3.8.3.4 of the Access Code are understood to be amended and extended as follows:
- a) the Operating Company's allowed laytime is respectively forty-eight (48) hours if the LNG carrier's scheduled delivery quantity is equal to or less than 135,000 m<sup>3</sup><sub>liq</sub> and fifty-eight (58) hours in all other cases;

- b) the LNG carrier's allowed laytime is respectively fifty-six (56) hours if the LNG carrier's scheduled delivery quantity is equal to or less than 135,000 m<sup>3</sup><sub>liq</sub> and sixty-six (66) hours in all other cases.

3.8 STOGIT will not accept Service User storage capacity program exceeding the storage injection capacity allocated to the Service User possibly increased day-ahead storage capacity allocation processes pursuant to resolution 193/2016/R/gas and prior allocated to the Service User as set forth in Resolution 64/2017. In accordance with paragraph 2 point (d) of the Resolution 64/2017, STOGIT will reserve a priority allocation to the Service User for Primary Daily Injection Capacity and Secondary Daily Injection Capacity released by Snam Rete Gas S.p.A., where available, as defined in chapter 2 of the Storage Code. For the purpose of the access to such capacity, the Service User who is entitled to request the latter pursuant to this article can submit a request in the term and the manner published by STOGIT in its website.

3.9 The Service User(s) will have the right to use the storage capacity awarded under this Procedure even with other quantities of gas than those in this Contract, without prejudice to the injection priority of the LNG quantities unloaded at the Terminal in the framework of the Service and with the obligation to inject such quantities within the month after the one in which the unloading is scheduled and/or carried out.

3.10 If, for operational requirements, OLT is obliged to regasify its owned quantities of gas that are already in the Terminal tanks, OLT itself, in signing this Contract is formally authorized by the Representative, in the name and on behalf of the Represented Party(ies), to proceed, jointly with STOGIT and taking into account the available storage injection capacity, with regasifying and then injecting the above-mentioned quantities of gas, which will be redelivered to the Service User(s) and therefore considered under the Service. The residual quantities necessary to fulfil the Procedure will be regasified following the unloading of the LNG by the Service User(s). It is understood that OLT will only inject into the ground storage the residual quantities under the Service and will restore the quantities of gas previously anticipated and regasified in advance. Should the Service User(s) not proceed with the unloading, the quantities of gas already regasified and injected into storage will be considered as owned by OLT.

In the case the Service User(s) will not carry out the unloading, the quantity of LNG already regasified will be considered as owned by OLT that can therefore dispose the latter at the Virtual Exchange Point of Snam Rete Gas S.p.A. (**PSV**). In this case OLT communicates to the Service User(s) the quantities of gas of its own property regasified and injected into the ground storage for operational requirement pursuant to this article.

For the purpose of guaranteeing the above grant-back obligation, the Service User(s) either directly or through the Representative, signing the Contract:

- i. Holds(hold) harmless OLT for any cost and charge the latter could suffer by the failure in carrying out the unloading and, to this purpose
- ii. Authorizes(authorize) OLT to submit, before any anticipation of gas as above, a sale transaction at PSV in favour of OLT. Pursuant to PSV access condition published by Snam Rete Gas S.p.A. the submission of each of the above sale transaction, whose amount shall be not lower the value OLT communicated by OLT, will be on multi-days

basis (equal to 10 days starting from the third day following the day the unloading is scheduled for) and shall be submitted at least seven days before the day the LNG carrier is scheduled to arrive. It is understood that the Service Users will remain jointly responsible for the obligations laid down with the signing of the present Contract through their Representative. Whether the Representative did not communicate to OLT how to share the regasification capacity and the storage capacity referred to the following article 3.12 capacity between the Service Users, OLT can at his discretion charge the due amount to one or more Service User.

To ensure the above, the Service User(s), either directly or through the Representative, signing this Contract, undertakes(undertake) to maintain the sufficient financial guarantees provided by Chapter 5 of the Network Code, promptly increasing the latter if they are not sufficient to submit the sale transaction. Where the obligation to maintain and increase are not fulfilled, the Contract is deemed to be terminated under art. 1456 c.c., without prejudice of the joint responsibility of the Service User(s) represented by the Representative. If the unloading is carried out in accordance with the unloading schedule of month “M”, OLT can cancel such sale transaction.

3.11 In the case of a quantity of LNG actually unloaded lower than the storage capacity booked or in the case of failure to carry out the unloading, the Service User(s) remains(remain) the holder of the entire storage capacity awarded for which the procedures as of the Storage Code apply.

3.12 Each Service User can exchange the awarded regasification capacity, having prior signed the relevant SLOT capacity agreement within the time limit set forth in article 5.1 of the Procedure, with other Service Users. Regasification capacity exchange means the simultaneous acquisition and disposal of an identical regasification capacity between two Service Users. It is understood that the requests of regasification capacity exchange shall be received by OLT within the tenth working day of month “M-1” with effect from the first day of the month “M” and to the end of the Service Period.

3.13 It is understood that the above mentioned obligations, the rights and the faculties therein provided in charge and in favour of the Service User(s) can be respectively exercised and fulfilled by the Service User(s) either through the its(their) Representative, that will act in the name and on behalf of its Represented Party(ies)

#### 4) **COSTS CHARGED TO THE SERVICE USER**

4.1 The compensation for the Service in charge of the Service User(s) is defined by applying the price offered under the procedure, to the capacity allocated and subscribed by the Service User(s). This price, also for the purposes of issuing the guarantees that can be referred to the SLOT Capacity Agreement, is understood to replace the “Cqs” fee as of article, paragraph 1.1, letter h) of the RTRG in accordance with the provisions of article 2.3 letter b) of the Resolution 6/2017 and of the transportation costs incurred by STOGIT with regard to the booked capacity at the interconnections with the storage calculated using the published coefficients which can be found on the STOGIT site.

4.2 As defined in the Procedure, the remaining unit fee to cover the r recovering costs (Crs) and the measuring costs (CM<sup>R</sup>), the fee to cover the costs related to the transportation capacity subscribed by OLT with Snam Rete Gas S.p.A. and the variable fee for the transportation service will be

applied to the Service User(s) according to the Access Code. It is also understood that successful bidder will provide for the compensation in kind for the regasification, transportation and storage services in accordance with the provisions of the Access Code and the Storage Code respectively.

- 4.3 It is understood towing service costs, pursuant to article 3 of the resolution 607/2016/R/Gas and until the conclusion of the proceeding initiated by AEEGSI, are excluded by regasification tariff and therefore are in charge of the Service User. The maritime services for as mooring, unmooring, piloting, in addition to the port dues (like customs clearance for the LNG, etc.) not included in the regasification service are also charged to the Service User(s).

## 5) **INVOICING AND PAYMENT**

- 5.1 With regard to the apportionment of the incoming arising from the Procedure under article 2.9 of the Resolution 6/2017 STOGIT will communicate the information as per letter b) of article 2.9 of the Resolution 6/2017 to OLT before the end of the month in which the Procedure is carried out. Consequently, OLT will invoice the Representative, with the term of payment as per Clause 5.2.2.6 of the Access Code and referring to the above article 3.12., the amount owed by the latter under article 4.1 of the Contract, also including the amount as per article 2.9 of the Resolution 6/2017 for the storage capacity, which OLT will recognise to STOGIT not later than the end of the month after the one of the above-mentioned invoicing.)

In the case of non-payment by the Representative, OLT will enforce the guarantees issued by the Service User(s) either directly or through the Representative, recognising to STOGIT the relevant part.

- 5.2 The costs as per articles 4.1 and 4.1 of the Contract will be invoiced to the Representative by OLT and STOGIT in accordance with the provisions of the Access Code and Storage Code respectively.

## 6) **LIMITATIONS OF LIABILITY**

OLT and STOGIT, each for the part in their respective remits and therefore without the constraints of solidarity, will be responsible to the Service User(s) to the Representative for the failure to comply with the obligations set out in this Contract solely in the case of wilful misconduct or gross negligence and limited to the damage arising directly from it and excluding indirect and/or consequential damage that may arise to the Parties and/or third parties.

## 7) **CONFIDENTIALITY**

The Parties acknowledge that all the information regarding their respective companies and the content and terms of this Contract are confidential.

The Parties therefore undertake to not disclose confidential information that it may come to know in the execution of this Contract to another person and not to use it for purposes other than the fulfilment of this Contract.

The Service User(s) and the Representative will be held directly responsible for the unauthorized disclosure of confidential information carried out by its employees, officers, representatives or appointees and therefore undertakes to adopt all the necessary precautions to prevent this happening.



## 8) ADMINISTRATIVE RESPONSIBILITY<sup>1</sup>

The Service User(s) and the Representative declare that they know, and undertake to comply with, the Anti-Corruption Laws, the “Code of Ethics” and the “Anti-Corruption Procedure” of SNAM (they can be consulted and printed from the website [www.snam.it](http://www.snam.it)), as well as “Model 231” of STOGIT<sup>2</sup> (document can be consulted and printed from the website [www.stogit.it](http://www.stogit.it)).

With reference to the execution of the activities that are the subject of this Contract, the Service User(s) and the Representative undertake:

- a. to refrain from giving or promising money, commissions, emoluments and other benefits to directors, auditors, employees or collaborators of Snam and/or its subsidiaries, including gifts, entertainment, trips or any other type of benefit, even if not an asset, beyond the limits admitted by the Code of Ethics and “Anti-Corruption Procedure” of SNAM;
- b. in any case to communicate without delay any request or attempted request or giving or promise of what is indicated above in (a), regardless of any assessment on the compliance or not with the Code of Ethics and the “Anti-Corruption Procedure” of SNAM;
- c. to refrain from finalizing agreements directly with the Personnel of the SNAM Group or their family members or companies traceable to it.

These communications must be addressed to email post box [segnalazioni@snam.it](mailto:segnalazioni@snam.it)

The Service User(s) and the Representative also declare they are aware of the provisions as of Legislative Decree no. 231 dated 8 June 2001 as amended on the administrative liability of legal entities, the standards in the related Organizational Model of OLT, including the related Code of Ethics, as well as the Charter of Values and HSQE Policy of OLT (also available on the OLT website) regarding the activities provided for by the Access Code and which the Service User therefore undertakes to comply with.

The Service User(s) and the Representative therefore undertake to maintain behaviour that complies with the above-mentioned Organizational Model, for the applicable parts, and in any case not to expose OLT to the risk of the sanctions provided for by said Legislative Decree 231/2001 being applied, it being understood that compliance with the principles contained therein has an essential character for OLT.

## 9) APPLICABLE LAW AND PLACE OF JURISDICTION

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<sup>1</sup> The following definitions apply for the purposes of the clause below:

Subsidiary: any entity directly or indirectly controlled (based on the International Accounting Standards - IFRS 10 “Consolidated Financial Statements”, as amended by Snam or a subsidiary, as the case may be, in Italy or abroad.

“Family member”: the Public Official's spouse; the Public Official's and the spouse's grandparents, parents, siblings, children, nieces, nephews, aunts, uncles, and first cousins; the spouse of any of these people; and any other individuals who share the same household; the Private Individual's and the spouse's grandparents, parents, siblings, children, nieces, nephews, aunts, uncles, and first cousins; the spouse of any of these people; and any other individuals who share the same household;

“Anti-corruption laws”: the Italian Criminal Code, Act no. 190 of 6 December 2012, Legislative Decree 231 of 2001 and other applicable provisions, the UK Bribery Act, other public and commercial anti-bribery laws in effect around the world, and international anti-corruption treaties such as the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Officials in International Business Transactions, and the United Nations Convention against Corruption.

“Snam Group Personnel”: the directors, executives, members of company bodies and employees of Snam and its subsidiaries.

<sup>2</sup> Stogit has formally acknowledged Snam's Code of Ethics.

The Contract is governed and interpreted according to the substantial Italian law, with the express exclusion of the rules of private international law, even conventional.

The Parties agree that any disputes regarding the validity, interpretation and effectiveness of this Contract as well as those that may arise from the non-compliance with its provisions or the inexact, partial or non-execution of the obligations mutually take on will be under the exclusive jurisdiction of the Court of Milan, with the express exclusion of any other concurrent court.

## 10) **MONEY LAUNDERING**

STOGIT and OLT declare that they comply with the principles as of Legislative Decree no. 231 dated 21 November 2007, sharing its general obligation of “active collaboration” (through reporting suspicious transactions, preservation of documents, internal auditing) aimed at preventing and impeding the completion of money laundering operations and financing terrorism. In accordance with the provisions of Article 648 bis of the Italian Criminal Code and the content of the provisions as of Article 2 of Legislative Decree no. 231 of 2007, it is specified that money laundering means; the conversion, transfer, hiding or concealment or the purchase, holding or use of assets carried out with the knowledge that they come from a criminal activity participation in it. For financing terrorism, the definition as of Legislative Decree no. 109 dated 22 June 2007 is valid. The Service User(s) and the Representative declare that it is aware of the current legislation on the prevention of money laundering and financing terrorism as of Legislative Decree no. 231 dated 21 November 2007.

The Service User(s) and the Representative declare under their own exclusive responsibility that they are not aware of any criminal provenance of the money, goods or other assets subject to transfer for the purposes as of the stipulation of this contract.

The Parties agree that non-compliance with what is regulated by this contractual clause or failure to communicate any de facto circumstances leading to a change in the declarations made by the Service User constitute a breach of this Contract.

Consequently STOGIT and OLT reserve the right to terminate the Contract early in the case of conviction, also of first degree or issued following enforcement of the penalty on request of a party as per Article 444 of the Italian Code of Criminal Procedure, of the Service User(s) and of the Representative for one of the criminal scenarios on money laundering and financing of terrorism as of Legislative Decree no. 231 dated 21 November 2007.

Exercising these rights will give STOGIT and OLT the right to charge the Service User(s) and Representative for all the greater expenses and costs arising from or in any case consequent to the early termination of this Contract.

## 11) **PRIVACY**

By signing this Contract, the Service User(s) and the Representative, under Legislative Decree no. 196 dated 30.6.2003 on the protection of persons and other entities with regard to the processing of personal data, give their express informed consent to the fact that the data regarding they will be subject to all the processing operations envisaged.

Under Article 13 of Legislative Decree no. 196 of 30.6.2003, STOGIT and OLT are data controllers.

The data controller managers are:

- for STOGIT [indicate the name and/or function of the processing manager], with registered office in ..... – ..... (..).
- for OLT [indicate the name and/or function of the processing manager], with registered office in ..... – ..... (..).

The personal data collected, the transfer of which is compulsory for the purposes of executing the service, will be processed solely for the purposes connected with the provisions of this Contract. In this regard, the Service User(s) and the Representative acknowledge that they have examined the information note on the processing of personal data by OLT under Article 13 of Legislative Decree no. 196 dated 30 June 2003 and already available on the OLT website at the time of publication of the Procedure.

## 12) FINAL PROVISIONS

None of the three parties may transfer, bind, pawn or otherwise dispose of, in full or in part, of its own contractual position in this Contract without the prior written consent of the other Parties.

The failure to or delayed exercise of a right and/or faculty provided for in this Contract must not however be understood as a waiver of that right.

Every waiver of the exercise of a right and/or faculty provided for in this Contract must be shown in written form.

No modification or amendment of this Contract will be valid unless that modification or amendment is agreed and signed by all the Parties

For everything not expressly provided for in this Contract, reference should be made to the provisions of the OLT Access Code, the STOGIT Storage Code, as far as they are applicable, and wilfull misconduct the provisions of the Procedure and provisions issued or about to be issued by the MSE and the AEEGSI on the regasification and storage bundled service.

This Contract is made in three original copies, one for each party; since it is formalized by unauthenticated private writing and contains provisions subject to VAT, it must only be registered in the case of use with application of the registration tax of € 200.00 (Art. 5, paragraph 2., and Art. 40, paragraph 1, of Decree of the President of the Republic No. 131 of 26.4.1986).

## 13) DOMICILE AND COMMUNICATION

The Parties, pursuant to the Contract as well as for all communications and notices regarding it, elect domicile as indicated below:

**REPRESENTATIVE:** .....

Address: .....

.....

For the attention of: .....

Telephone .....

Fax .....

Certified email or email .....

**OLT: OLT Offshore LNG Toscana S.p.A.**

Address: Palazzo Orlando, Via Gaetano D'Alesio 2  
57126 Livorno

For the attention of: Commercial Manager

Telephone 0039 0586519434

Fax 0039 0586210922

Certified email: [oltoffshore@legalmail.it](mailto:oltoffshore@legalmail.it)

**STOGIT Stogit S.p.A.**

Address: Piazza Santa Barbara 7  
20097 San Donato Milanese

For the attention of: [•]

Telephone [•]

Fax [•]

Certified email: [•]

Every communication regarding the execution of this Contract will only be considered valid when arriving at the addresses indicated above.

....., [date]

**STOGIT**

**OLT**

**REPRESENTATIVE**

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To the intents and purposes of the second paragraph of Article 1341 of the Italian Civil Code, the Service user specifically approves the following articles:

Article 6 (Limitations of liability)

Article 8 (Administrative Responsibility)

Courtesy English Translation (not binding – only the Italian version is binding)  
Annex 1A – Contract for the natural gas regasification and storage bundled service

Article 9 (Applicable Law and Place of Jurisdiction)

Article 10 (Money Laundering)

## **REPRESENTATIVE**

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