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Contract number …………….[*ID number to be assigned to the contract at the time of generation of the PDF before printing*]

Data Reporting
Service Contract
pursuant to REMIT Rules

BETWEEN

Gestore dei Mercati Energetici S.p.A., with registered office in Viale Maresciallo Pilsudski no. 122/124, 00197 Rome, TIN and VAT 06208031002, acting in his capacity as Legal Representative *pro tempore* ("**GME**"),

AND

_____ *(please enter the name of the company)* with registered office in_____ *(please enter the address)* Fiscal Code_____ / VAT_____, Acer code_____, represented by_____, acting in his/her capacity as_____, Telephone_____, fax _____, email _____ ("**Contracting Party**");

GME and the Contracting Party, hereinafter defined individually as the "**Party**" and jointly as the "**Parties**",

WHEREAS

A. on December 28, 2011 ~~it's entered into force the~~ (EU) Regulation No. 1227/2011 of the European Parliament and of the Council of 25 October 2011 on the integrity and transparency of wholesale energy market ("**REMIT**") entered in force;

B. Article 7 of REMIT states that the European body *Agency for the Cooperation of Energy Regulators* ("**ACER**") monitors the trading of wholesale energy products "*to detect and prevent trading based on inside information and manipulation of the market*";

C. on January 7, 2015 ~~it's entered into force~~ the Implementing (EU) Regulation No. 1348/2014 of the Commission of 17 December 2014, concerning the reporting of data under Article 8 of REMIT, which identifies, *among other things*, information relating to wholesale energy products and the fundamentals that market participants are required to report to ACER, as well as the procedures and time for the fulfillment of this reporting requirement ("**Implementing Acts**") entered in force;

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D. ACER monitors the trading activities of wholesale energy products and collects the data necessary for assessing and monitoring the wholesale energy markets in accordance with Article 8 of REMIT. This monitoring is carried out through the collection of the data provided, directly or through third parties, by market participants, in a manner described in the Implementing Acts ("***data reporting***");

E. those who plan to perform the *data reporting* on their own or on behalf of third parties must proceed to register as *Registered Reporting Mechanisms* at ACER ("**RRM**"), certifying the fulfillment of all the requirements set by ACER in the document "*Requirements for the registration of Registered Reporting Mechanisms*". These requirements include, among other things: (i) sending data in the format described by ACER in the document "*Transaction Reporting User Manual*" ("**TRUM**"); and, ~~if~~should the service ~~is~~be operated on behalf of third parties, (ii) the provision of the outcome of sending the documentation to ACER to the market operator, on whose behalf ~~it's supplied~~ the *data reporting* service is provided for;

F. under Article 6, paragraph 1, of the Implementing Acts, the regulated markets, as defined by the aforementioned Implementing Acts, provide, on request of the market participants, an agreement for *data reporting*;

G. GME is a regulated market that is registered as RRM and, therefore, provides, in accordance with Article 6, paragraph 1, of the Implementing Acts, the *data reporting* service to the market participants who request it through a web platform called *"Platform of Data Reporting"* ("**PDR**"), whose operating terms are defined in the manual made available on the GME's website (the "**Manual**");

H. the *data reporting* obligations on market participants shall commence from the relevant dates ~~shown~~ set forth in the Implementing Acts;

I. the Contracting Party is the market participant of one (or more) of the following markets/platforms managed by GME (collectively, the "**Markets**" and each a "**Market**"):
   - Electricity market, divided into
      - the Spot electricity market (i.e. ~~the whole~~composed of the day-ahead electricity market, the intra-day electricity market and the market for dispatching services; hereinafter, "**MPE**");
      - the Forward electricity market (i.e. the trading seat of the forward electricity contract with delivery and collection obligation; hereinafter, "**MTE**");
   - The natural gas market, divided into
      - the Spot natural gas market (i.e. ~~the whole~~composed of the day-ahead natural gas market and the intra-day natural gas market; hereinafter, "**MPGas**");
      - the Forward natural gas market (i.e. the trading seat of forward contracts for natural gas with delivery and withdrawal obligation; hereinafter, "**MTGas**");
   - the trading platform for the supply of natural gas (i.e. the platform for the supply of natural gas as per Ministerial Decree of ~~18~~ March 18, 2010, ~~articulated~~ divided into the import segment, ~~in the~~ rates segment and ~~in the~~ segment complying with ~~the former~~ Legislative Decree 130/10; hereinafter, "**P-GAS**");

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- the platform for balancing ~~the~~ natural gas, segment G+1 (i.e. within the segment G+1, enabled users, referred to in Article 1, paragraph 1, subpara. (k), of the Resolution ARG/gas 45/11 of the Authority for electricity, gas and water supply system, offer daily the storage resources available to be purchased and sold; hereinafter "**PB-GAS, segment G+1**");

J. the Contracting Party was registered with the Register referred to in Article 9 of REMIT and has therefore got its Acer code ("**Acer code**");

K. the Contracting Party has examined the documentation on ~~the~~ REMIT, Implementing Acts, RRM, TRUM and *data reporting*, ~~the~~ PDR and ~~the~~ Manual and, after careful consideration, intends to entrust the functional services to the *data reporting* to GME according to the terms and conditions identified in the this contract.

Now, therefore, the Parties agree as follows.

Article 1
Subject of the contract

1.1 This agreement (the "**Contract**") sets out the rights and obligations of the Parties in relation to the service of *data reporting*, as detailed below. The premises to the Contract are an integral and substantial part thereof.

1.2 With regard to each type of contract and/or offer, the services provided by GME to the Contracting Party are those selected below (individually, a "**Service**" and, collectively, the "**Services**"), provided that such Services will commence and will be carried out under the terms and conditions stated in the Implementing Acts and in the Manual:

(Notes for filling in: (i) you must <u>select and sign</u>, each market/service chosen in the space specified; (ii) for each Market below, with regard to each type of data (i.e. offers and/or transactions), subject of the service, the Download service and Data Reporting service are mutually <u>alternative</u>).

A. <u>MPE.</u>

I. MPE – *Download* offers service. The "*Download Offers*" allows the Contracting Party to download the report prepared by GME in the ACER format with reference to the offers submitted on the MPE. ~~This service does not include the management of information flows with ACER.~~<u>This service does not include the transmission of the report to ACER nor the management of information flows with ACER.</u> To use the service, the Contracting Party shall access to the PDR platform following the instructions provided by GME or otherwise available in the Manual.

☐ _____ *(initials of the Contracting Party to confirm the selection).*

II. MPE – Offers *Data Reporting* service. The "*Offers Data Reporting*" service provides for the management of information flows with ACER, ~~as well as the access by the Contracting Party to notifications of receipt of data by ACER~~<u>including the access by the Contracting Party to notifications of receipt of data sent by ACER as</u>

well as the reports sent by GME to ACER. GME shall prepare and send ACER the reports containing the information already held by GME on the offers on the MPE submitted by the Contracting Party.

☐ _____ *(initials of the Contracting Party to confirm the selection).*

III. MPE – *Download* Transactions service. The "*Download Transactions*" service allows the Contracting Party to download the report prepared by GME in the ACER format with reference to the transactions in the MPE. This service does not include the transmission of the report to ACER nor the management of information flows with ACER~~This service does not include the management of information flows with ACER nor the sending of the report to ACER~~. To use the service, the Contracting Party shall access to the PDR platform following the instructions provided by GME or otherwise available in the Manual.

☐ _____ *(initials of the Contracting Party to confirm the selection).*

IV. MPE – Transactions *Data Reporting service.* The "*Transactions Data Reporting*" service provides for the management of information flows with ACER, ~~as well as the access by the Contracting Party to notifications of receipt of data by ACER~~including the access by the Contracting Party to notifications of receipt of data sent by ACER as well as the reports sent by GME to ACER. GME shall prepare and send ACER the reports containing the information already held by GME on the transactions on the MPE performed by the Contracting Party.

☐ _____ *(initials of the Contracting Party to confirm the selection).*

<center>***</center>

B. MTE.

I. MTE – *Download* offers service. The "*Download* Offers" allows the Contracting Party to download the report prepared by GME in the ACER format with reference to the offers submitted on the MTE. ~~This service does not include the management of information flows with ACER.~~This service does not include the transmission of the report to ACER nor the management of information flows with ACER. To use the service, the Contracting Party shall access to the PDR platform following the instructions provided by GME or otherwise available in the Manual.

☐ _____ *(initials of the Contracting Party to confirm the selection).*

II. MTE – *Offers Data Reporting* service. The "*Offers Data Reporting*" service provides for the management of information flows with ACER, ~~as well as the access by the Contracting Party to notifications of receipt of data by ACER~~including the access by the Contracting Party to notifications of receipt of data sent by ACER as

well as the reports sent by GME to ACER. GME shall prepare and send ACER the reports containing the information already held by GME on the offers on the MTE submitted by the Contracting Party.

☐ _____ *(initials of the Contracting Party to confirm the selection).*

III. MTE – *Download* Transactions service. The "*Download Transactions*" service allows the Contracting Party to download the report prepared by GME in the ACER format with reference to the transactions in the MTE. ~~This service does not include the management of information flows with ACER.~~This service does not include the transmission of the report to ACER nor the management of information flows with ACER. To use the service, the Contracting Party shall access to the PDR platform following the instructions provided by GME or otherwise available in the Manual.

☐ _____ *(initials of the Contracting Party to confirm the selection).*

IV. MT~~P~~E – Transactions *Data Reporting service.* The "*Transactions Data Reporting*" service provides for the management of information flows with ACER, ~~as well as the access by the Contracting Party to notifications of receipt of data by ACER~~including the access by the Contracting Party to notifications of receipt of data sent by ACER as well as the reports sent by GME to ACER. GME shall prepare and send ACER the reports containing the information already held by GME on the transactions on the MTE performed by the Contracting Party.

☐ _____ *(initials of the Contracting Party to confirm the selection).*

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C. **MPGas**.

I. MPGas – *Download* offers service. The "*Download* Offers" allows the Contracting Party to download the report prepared by GME in the ACER format with reference to the offers submitted on the MPGas. ~~This service does not include the management of information flows with ACER.~~This service does not include the transmission of the report to ACER nor the management of information flows with ACER. To use the service, the Contracting Party shall access to the PDR platform following the instructions provided by GME or otherwise available in the Manual.

☐ _____ *(initials of the Contracting Party to confirm the selection).*

II. MPGas – Offers *Data Reporting* service. The "*Offers Data Reporting*" service provides for the management of information flows with ACER, ~~as well as the access by the Contracting Party to notifications of receipt of data by ACER~~including the access by the Contracting Party to notifications of receipt of data sent by ACER as well as the reports sent by GME to ACER. GME shall prepare and send ACER the reports containing the information already held by GME on the offers on the MPGas submitted by the Contracting Party.

☐ _____ *(initials of the Contracting Party to confirm the selection).*

III. MPGas – *Download* Transactions service. The "*Download Transactions*" service allows the Contracting Party to download the report prepared by GME in the ACER format with reference to the transactions in the MPGas. ~~This service does not include the management of information flows with ACER.~~This service does not include the transmission of the report to ACER nor the management of information flows with ACER. To use the service, the Contracting Party shall access to the PDR platform following the instructions provided by GME or otherwise available in the Manual.

☐ _____ *(initials of the Contracting Party to confirm the selection).*

IV. MPGas – Transactions *Data Reporting* service. The "*Transactions Data Reporting*" service provides for the management of information flows with ACER, ~~as well as the access by the Contracting Party to notifications of receipt of data by ACER~~including the access by the Contracting Party to notifications of receipt of data sent by ACER as well as the reports sent by GME to ACER. GME shall prepare and send ACER the reports containing the information already held by GME on the transactions on the MPGas performed by the Contracting Party.

☐ _____ *(initials of the Contracting Party to confirm the selection).*

<center>***</center>

D. MTGas.

I. MTGas – *Download* offers service. The "*Download* Offers" service allows the Contracting Party to download the report prepared by GME in the ACER format with reference to the offers submitted on the MTGas. ~~This service does not include the management of information flows with ACER.~~This service does not include the transmission of the report to ACER nor the management of information flows with ACER. To use the service, the Contracting Party shall access to the PDR platform following the instructions provided by GME or otherwise available in the Manual.

☐ _____ *(initials of the Contracting Party to confirm the selection).*

II. MTGas – Offers *Data Reporting* service. The "*Offers Data Reporting*" service provides for the management of information flows with ACER, ~~as well as the access by the Contracting Party to notifications of receipt of data by ACER~~including the access by the Contracting Party to notifications of receipt of data sent by ACER as well as the reports sent by GME to ACER. GME shall prepare and send ACER the reports containing the information already held by GME on the offers on the MTGas submitted by the Contracting Party.

☐ _____ *(initials of the Contracting Party to confirm the selection).*

III. MTGas – *Download* Transactions service. The "*Download Transactions*" service allows the Contracting Party to download the report prepared by GME in the ACER format with reference to the transactions in the MTGas. ~~This service does not include the management of information flows with ACER.~~This service does not include the transmission of the report to ACER nor the management of information flows with ACER. To use the service, the Contracting Party shall access to the PDR platform following the instructions provided by GME or otherwise available in the Manual.

☐ _____ *(initials of the Contracting Party to confirm the selection).*

IV. MTGas – Transactions *Data Reporting* service. The "*Transactions Data Reporting*" service provides for the management of information flows with ACER, ~~as well as the access by the Contracting Party to notifications of receipt of data by ACER~~including the access by the Contracting Party to notifications of receipt of data sent by ACER as well as the reports sent by GME to ACER. GME shall prepare and send ACER the reports containing the information already held by GME on the transactions on the MTGas performed by the Contracting Party.

☐ _____ *(initials of the Contracting Party to confirm the selection).*

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E. **P-Gas**.

I. P-Gas – *Download* offers service. The "*Download* Offers" service allows the Contracting Party to download the report prepared by GME in the ACER format with reference to the offers submitted on the P-Gas. ~~This service does not include the management of information flows with ACER.~~This service does not include the transmission of the report to ACER nor the management of information flows with ACER. To use the service, the Contracting Party shall access to the PDR platform following the instructions provided by GME or otherwise available in the Manual.

☐ _____ *(initials of the Contracting Party to confirm the selection).*

II. P-Gas – Offers *Data Reporting* service. The "*Offers Data Reporting*" service provides for the management of information flows with ACER, ~~as well as the access by the Contracting Party to notifications of receipt of data by ACER~~including the access by the Contracting Party to notifications of receipt of data sent by ACER as well as the reports sent by GME to ACER. GME shall prepare and send ACER the reports containing the information already held by GME on the offers on the P-Gas submitted by the Contracting Party.

☐ _____ *(initials of the Contracting Party to confirm the selection).*

III. P-Gas – *Download* Transactions service. The "*Download Transactions*" service allows the Contracting Party to download the report prepared by GME in the ACER format with reference to the transactions in the P-Gas. ~~This service does not include the management of information flows with ACER.~~This service does not include the transmission of the report to ACER nor the management of information flows with ACER. To use the service, the Contracting Party shall access to the PDR platform following the instructions provided by GME or otherwise available in the Manual.

☐ _____ *(initials of the Contracting Party to confirm the selection).*

IV. P-Gas - Transactions *Data Reporting* service. The "*Transactions Data Reporting*" service provides for the management of information flows with ACER, ~~as well as the access by the Contracting Party to notifications of receipt of data by ACER~~including the access by the Contracting Party to notifications of receipt of data sent by ACER as well as the reports sent by GME to ACER. GME shall prepare and send ACER the reports containing the information already held by GME on the transactions on the P-Gas performed by the Contracting Party.

☐ _____ *(initials of the Contracting Party to confirm the selection).*

F. PB-Gas, Segment G+1.

I. PB-GAS, Segment G+1 – Offers *Download* service. The "*Download Offers*" service allows the Contracting Party to download the report prepared by GME in the ACER format with reference to the offers submitted on PB-Gas, Segment D+1. ~~This service does not include the management of information flows with ACER.~~This service does not include the transmission of the report to ACER nor the management of information flows with ACER. To use the service, the Contracting Party shall access to the PDR platform following the instructions provided by GME or otherwise available in the Manual.

☐ _____ *(initials of the Contracting Party to confirm the selection).*

II. PB-GAS, Segment G+1 – Offers *Data Reporting* service. The "*Offers Data Reporting*" service provides for the management of information flows with ACER, ~~as well as the access by the Contracting Party to notifications of receipt of data by ACER~~including the access by the Contracting Party to notifications of receipt of data sent by ACER as well as the reports sent by GME to ACER. GME shall prepare and send ACER the reports containing the information already held by GME on the offers on the P-Gas, Segment G+1 submitted by the Contracting Party.

☐ _____ *(initials of the Contracting Party to confirm the selection).*

III. PB-GAS, Segment G+1 – Transactions *Download* service. The "*Download Transactions*" service allows the Contracting Party to download the report prepared by GME in the ACER format with reference to the transactions in the PB-GAS, Segment G+1. ~~This service does not include the management of information flows with ACER.~~This service does not include the transmission of the report to ACER nor the management of information flows with ACER. To use the service, the Contracting Party shall access to the PDR platform following the instructions provided by GME or otherwise available in the Manual.

☐ _____ *(initials of the Contracting Party to confirm the selection).*

IV. PB-GAS, Segment G+1 – Transactions *Data Reporting* service. The "*Transactions Data Reporting*" service provides for the management of information flows with ACER, ~~as well as the access by the Contracting Party to notifications of receipt of data by ACER~~including the access by the Contracting Party to notifications of receipt of data sent by ACER as well as the reports sent by GME to ACER. GME shall prepare and send ACER the reports containing the information already held by GME on the transactions on the PB-GAS, Segment G+1 performed by the Contracting Party.

☐ _____ *(initials of the Contracting Party to confirm the selection).*

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G. **Upload external data service**. In addition to the "Data Reporting" service (offers and/or transactions) selected on any Market, the Contracting Party requires the activation of the "Upload external data service" for standard and/or non-standard contracts (as defined in the Implementing Acts) concluded outside the markets. With the activation of this Service, the Contracting Party will upload all data on the contracts concluded by the same Contracting Party outside the Markets on the PDR (using the ACER format, as shown in the Manual), by and under the exclusive responsibility of the Contracting Party. Following the success of this upload carried by the Contracting Party on the PDR, GME ~~shall only~~ transmits the data to ACER, based on the terms and timing defined in the Manual. Such Service will remain active as long as the Contracting Party will benefit from the "Data Reporting" Service with reference to at least one market/type of data.

☐ _____ *(initials of the Contracting Party to confirm the selection).*

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1.3 *Backloading*.

According to Article 7, paragraph 6, of the Implementing Acts, and in the manner specified in the Manual, the Contracting Party may request that the service selected herein is provided by GME with reference: (i) to the transactions related to the wholesale energy standard contracts that were entered into before the effective date of the relevant obligation of reporting and that are still outstanding at that date; and (ii) to the transactions related to non-standard contracts on

wholesale energy concluded before the date of commencement of the relevant obligation of reporting and that are still in place at that time.

1.4 *Change in the Services*.

If the Contracting Party intends to add or remove one or more Services, the Contracting Party shall duly complete and submit the original form "*Change in the Services*", made available in the PDR, signed by the legal representative of the Contracting Party, to GME, at the address mentioned in Article 10.6. Changing the selection of services (addition or removal), if accepted by GME, will start from the date identified as shown in the Manual. GME shall not proceed to any request of change in the Services submitted in contravention of the rules referred to in this Article 1.4.

Article 2
Obligations of the Contracting Party

2.1 The Contracting Party declares to know and accept, without any condition or reservation, the information-technology systems of GME in general (the "**System**") and the PDR in particular, in their current configuration and is committed to follow the updates, by agreeing from now any technical, computer or regulatory change of the System and the PDR itself.

2.2 The Contracting Party states to know and have accepted, without any condition or reservation, the regulatory and technical discipline of each Market in respect of which the Contracting Party requires the activation of the Service (the "**Rules**").

2.3 The Contracting Party shall:

a) respect the Manual and Rules and keep informed about any amendments thereto;

b) have its/his/her own technology and information systems adequate for the Service, which are compatible with the System and with the PDR, as well as update them as a result of any changes to the System or the PDR;

c) prepare and make available all the information necessary for the Service to GME, in the manner and within the time specified in the same PDR and/or in the Manual;

d) make available information that is always updated, correct and truthful to GME for the Service and/or PDR;

e) recruit staff with adequate professional skills in the use of the system and the PDR;

f) promptly notify GME - and, where possible, in time in order that GME, in order to ensure the smooth operation of the PDR, is able to take any necessary corrective actions - about any problem or operational malfunction of technical nature, or any other event that has resulted or could result in lack of or incorrect provision of the Service. In particular, the Contracting Party shall promptly notify GME, in the manner provided in Article 10.6, about the occurrence of events that may jeopardize the integrity and security of the System and/or the PDR (such as, but not limited to, theft of confidential documents regarding

access to the System and/or to the PDR, or unauthorized access to the premises of the Contracting Party where such documentation is kept);

g) co-operate with GME or with third parties designated by Contracting Party, also allowing any access of their employees or agents to its/her/his premises, in order to allow the implementation of measures on the equipment (hardware and software) used by the Contracting Party, which are necessary to ensure the smooth operation of the PDR. It is understood that, in such cases, GME will be held liable only for direct damage that may have been caused during the implementation of these measures, pursuant to Article 2049 of the Civil Code;

h) respect all the rights of ownership of GME and third parties, on the data transmitted through the System and/or the PDR, and on the trademarks registered or used, and the rights of ownership of GME or third-party suppliers on the software programs used for the Services and/or operation of the PDR;

i) maintain confidentiality on all devices referred to in Article 4.1, as well as information and data relating to them, and use them, or allow their use by specifically designated parties solely for access and the activities related to the Services. The Contracting Party takes, therefore, any liability for any unauthorized access to the Services and/or the PDR by third parties and undertakes to indemnify and hold harmless at first demand GME from any damage, cost or expense (including legal ones) that can arise directly or indirectly, due to its/his/her own or of its/his/her employees, by the loss of privacy or confidentiality in relation to the devices, information and data referred to in this paragraph;

j) meet the timing and terms of uploading the data set forth in the Manual, in the case of joining the Upload external data service;

k) timely ask GME to disable the devices referred to in the subpara. i), above, and assign new or different devices in all cases where it/she/he has reason to believe that unauthorized parties may make an improper use; and

l) indemnify and hold harmless at first demand GME from any damage, cost or expense (including legal ones) that might be suffered by GME that is, directly or indirectly, (i) caused by - or related to - actions of third parties, and/or (ii) the effect of acts or conduct of the Contracting Party, as well as its/her/his employees, assistants, partners or consultants, and even as partial violation of this Contract, the Manual, the Rules and/or any other applicable law or regulation, or acts or measures issued by GME or by a competent authority.

Article 3
Performance of GME

3.1 The Service will be provided by GME to the Contracting Party in accordance with this Contract and the Manual. For the performance of the Service, GME will refer to the Acer Code indicated by the Contracting Party. The Parties expressly agree that all obligations of GME as regards the provision of the Services shall constitute obligations of means.

3.2 GME shall provide to the Contracting Party the cooperation needed to enable the Contracting Party to access the PDR, also in accordance with the instructions set forth in the Manual and in the technical provisions applicable from time to time. It is understood that the activities and the provision of the means necessary to access are the sole responsibility of, and will be fully paid by the Contracting Party.

3.3 If the provision of the Services is interrupted, suspended, delayed or otherwise subject to anomalies due to technical problems with the System and/or PDR, GME agrees to do what is necessary to overcome such drawbacks. It is understood that if the aforesaid events result from technical problems with the equipment (*hardware* or *software*) used by the Contracting Party to access the System and/or to the PDR, the Contracting Party shall remove, as soon as possible, their causes. GME and the Contracting Party shall, within their respective competences, work together to identify the causes of interruptions, suspensions, delays or malfunctions and to restore as soon as possible the operation of the System and the PDR.

3.4 GSE is solely responsible for: (i) where applicable, the correct processing of data and information of the Contracting Party and already held by GME, and (ii) the proper and timely transmission of these data and information in accordance with the timing provided by the relevant rules. Therefore, GME and the Contracting Party agree GME shall not check the truthfulness, accuracy, completeness, and/or updating data and/or information provided by the Contracting Party under the provision of the Services or the operation of the PDR.

3.5 With reference to the management of information flows concerning the "External Data Upload Service" option, should after sending the report be notified by ACER (i) receipts of technical and computer nature error relating to the transmission of the report or (ii) receipts of error due to the differences between the report prepared by the Contracting Party and uploaded by it on the PDR and the standard size and/or content defined by ACER standards, GME will perform only the actions specified in the Manual and, where necessary, it will contact ACER, at the request of and on behalf of the Contracting Party, in the manner and within the time limits specified in the Manual in order to allow the Contracting Party resolving error issues. In all other cases, should ACER detects problems concerning the reports prepared by the Contracting Party other than those listed in the preceding period, GME will not handle the relevant communication flows with ACER. In the specific case of the "External Data Service Upload option", GME and the Contracting Party agree that the obligations of GME do not include the positive outcome of the resolution of the error issues whose information flow to ACER is managed by GME on behalf of the Contracting Party.

3.33.6 The Contracting Party agrees that GME may use, for the provision of the Services and the operation of the PDR, third parties designated by GME, being understood that, in any case, the contractual relationship is exclusively between the Contracting Party and GME.

3.43.7 GME undertakes to respect any property rights of the Contracting Party on the data transmitted through the System and the PDR and on the trademarks registered or used of which GME becomes aware.

3.53.8 Except in cases where the reporting obligation results from laws, regulations or other decisions by authorities, GME undertakes to respect the confidentiality of any data submitted by the Contracting Party through the PDR. In addition, with exclusive reference to any data uploaded by the Contracting Party under the Article1.2 above, and therefore the data on contracts concluded by the Contracting Party himself/herself/itself outside of the Markets, GME agrees not to disclose and not to take them into account for purposes other than those specifically provided for in this Contract.

3.63.9 GME agrees to indemnify and hold harmless the Contracting Party for any damage or cost actually incurred by the Contracting Party as a result of court orders resulting from legal actions brought by third parties, which are a direct result of actions or conduct of GME (or its staff members, assistants or co-workers), for the management and delivery of the Service, to the extent that they are in violation of this Contract.

Article 4
How to access the System and the PDR

4.1 For access to the System and/or to the PDR, the Contracting Party shall use the technical security devices listed in the Manual.

4.2 Access to the System and the PDR shall be in accordance with the provisions in the Manual.

Article 5
Fees

5.1 In view of the Services selected (or the Service selected) in Article 1.2 and/or 1.4, the Contracting Party acknowledges GME the fees whose structure and entity are published on the GME's website (www.mercatoelettrico.org), "*REMIT*" section, providing for the complete and timely payment, within the time specified in this Article 5.

5.2 GME will apply the fees referred to in Article 5.1 above as follows:

   a) where the Contracting Party selects repeatedly the (offers and/or transactions) Download Service and/or the (offers and/or transactions) Data Reporting Service, GME shall only apply once the fee for the relevant type of service; and
   b) if the Contracting Party selects the (offers and/or transactions) Data Reporting Service and/or the (offers and/or transactions) Download Service, also with reference to the same market, GME shall apply to the Contracting Party only the fee for the Data Reporting Service, as the only all-inclusive fee.

5.3 The structure and extent of the fees, set annually by GME, are posted on the GME's website, "*REMIT*" section, except for the year 2015, by November 15 each year and took effect on January 1 of the following year. In the case of modification of the structure/extent of the fees, if the Contracting Party does not intend to accept such changes, it/she/he will have the right to terminate this Contract as provided for in Article 8.1 below. It is understood that, if the Contracting Party has not notified to GME its/her/his intention to terminate this Contract in the aforementioned terms, the changes of the structure/extent of fees is tacitly accepted by the Contracting Party with effect from January 1 of the following year. However, in no case, such

amendments constitute a valid reason for non-fulfillment of the obligations undertaken under this Contract.

5.4 In the case of complete deactivation of the System or of the PDR, such as to prevent the Contracting Party to receive from GME the services, the fees referred to in Article 5.1 above shall be reduced in proportion to the period in which such deactivation has occurred. In this case, the Contracting Party shall not be entitled to receive any compensation from the GME.

5.5 The fees referred to in Article 5.1 above, referring to the first year, will be invoiced by GME, in a lump sum, by the 3rd (third) business day of the month following the effectiveness of this Contract and for the following years every twelve months. In the event that the Contracting Party intends to add or remove one or more Services under Article 1.4 above and this affected the total sums due, the fees referred to in Article 5.1 above shall be supplemented or reduced in proportion to the date on which such change takes effect and until the expiry date identified in the last annual invoice already issued by GME. Invoices will be made available to the participants as specified in the Manual. Invoices will show the details of the bank account on which to make the payment.

5.6 Payment of the fees will be made by the Contracting Party, with fixed currency to the beneficiary, by the last day of the month of invoice, crediting the amount to the bank account shown on the invoice by GME.

5.7 In case of delayed payment, for whatever reason, by the Contracting Party of the fee due to GME under this Contract, it shall be effective to GME the default interest on the amount unpaid - without any prior formal notice and without prejudice of any different right of GME - calculated, for each actual day of delay, as laid down by Legislative Decree no. 231 of 9 October 2002 as amended and supplemented. GME will also suspend the activities covered by this Contract until full payment of the amount due.

Article 6
Limitation of liability, force majeure and unforeseeable circumstances

6.1 In the provision of services, GME is liable for contractual and extra-contractual damages only when they constitute the immediate and direct consequence of its willful misconduct or gross negligence, and in the latter case, they are foreseeable upon the date of entering into this Contract. The Contracting Party recognizes that there shall be no obligation of compensation or indemnity for damages that are an indirect or unpredictable result of the behavior of GME, including, without limitation, those damages resulting from the loss of business opportunities or customers or failure to make profits.

6.2 The Contracting Party shall notify GME, under penalty of forfeiture, any claim for damages in relation to the provision of the Services no later than fifteen days from the date on which the Contracting Party became aware, or should have become aware using due diligence, of the occurrence of the event, providing details of the circumstances of the event and the losses occurred. The relevant supporting documentation must be transmitted to GME within and not

later than twenty days from the date on which the Contracting Party became aware, or should have become aware using due diligence of the event occurrence.

6.3 GME and the Contracting Party will not be liable for default due to force majeure, unforeseeable circumstances, fortuitous events or events beyond the control of that Party, such as, but not limited to, wars, riots, earthquakes, floods, fires, strikes, outages of electricity or supply of dedicated data transmission lines that are part of the System, faults or malfunctioning of the lines of communication (i.e., telephone) and access to the Internet.

6.4 GME may, in cases of force majeure and unforeseeable circumstances, and in general in all cases where the activities of the Contracting Party may potentially damage the integrity or security of the System or of the PDR, suspend the access to the System and/or the PDR, without the need for prior notification of the circumstances leading to the suspension.

Article 7
Duration and effectiveness

7.1 This Contract comes into effect with the signing by the Contracting Party and its reception in the original by GME and the subsequent acceptance of the Contract by GME, which will took place by sending the Contracting Party the credentials for accessing the PDR as specified in the Manual.

7.2 By way of clarification, GME will not accept Contract proposals if (i) the documentation submitted by the potential Contracting Party does not comply with the provisions set forth in the Contract and the Manual; (ii) the potential Contracting Party is not a market participant to which the Services selected relate; or (iii) GME has a claim against the potential Contracting Party for unpaid debts arising from the Services.

7.3 The Contract is of indefinite duration and, in addition to the other circumstances expressly provided for in the Contract, shall cease to have effect in the event of total disabling of the System and/or the PDR also due to changes in the rules applicable.

Article 8
Withdrawal and termination

8.1 In addition to the provisions of Articles 5.3 and 9 of this Contract, the Contracting Party may terminate the Agreement at any time with prior written notice to GME, in the manner prescribed and at the address shown in Article 10.6, at least 5 (five) working days before the effective date of the termination.

8.2 The Contract will be terminated in case of loss by the Contracting Party, for whatever reason, of the status of market participant - as acquired under the Rules - on all Markets for which the Contracting Party uses the Services under this Contract. It is understood that the loss by the Contracting Party, for whatever reason, of the status of market participant of one or more (but not all) Markets for which the Contracting Party uses the Services under this Contract shall constitute grounds for termination only for the Service provided with reference to the Market for which the Contracting Party has lost the status of market participant.

8.3 Without prejudice to any right of GME to recover damages, GME may terminate this Contract pursuant to Article 1456 of the Civil Code in the event of non-payment by the Contracting Party even of one bill expired 45 (forty five) days after the deadline for payment laid down in Article 5.6 of this Contract.

8.4 The termination of the Contract for any reason shall in no way prejudice any other rights to which one Party is entitled under this Contract or based on the provisions of law of general application. In addition, the dissolution will not prejudice any right or obligation of either Party that has already arisen at the date of termination.

Article 9
Changes and tacit consent

9.1 GME reserves the right to modify the Contract, the Manual and the technical, functional, administrative and operational performance terms of the Services and operation conditions of the PDR, also as a result of amendments to the Rules or the technical rules or regulatory changes. It is understood that, if the Contracting Party does not agree to any such modifications, the Contracting Party shall be entitled to terminate this Contract by sending a notice in the manner and to the address specified in Article 10.6 of this Contract. Fifteen days after the publication of the changes on GME's website, without the Contracting Party notifying to GME its/her/his intention to terminate this Contract, the same changes are tacitly accepted. Any use of the Service by the Contracting Party within that period will be considered as tacit acceptance of the changes. However, in no case, such amendments constitute a valid reason for non-fulfillment of the obligations undertaken under this Contract.

Article 10
General clauses

10.1 The invalidity or nullity of one or more provisions of this Contract shall not affect the validity of the remaining provisions, which shall continue in full force and effect.

10.2 This Contract and the rights and obligations arising herefrom to the Parties shall not be transferred to third parties.

10.3 Notwithstanding the provisions of article 6.2 above, failure or delay in exercising a right pertaining to a Party under this Contract may not be deemed a waiver of such rights.

10.4 This Contract is signed and initialed on each page by the Contracting Party and, in the case of legal person, it's accompanied by a statement in accordance with the Presidential Decree no. 445 of 28 December 2000, confirming the ownership of the powers of representation of the subject signatory to this Contract or other documentation proving the powers of representation. Subject to the provisions of Article 9.1 above, any modification of this Contract shall take place in writing.

10.5 For the purposes specified in this Contract, the Parties elect domicile at the following addresses:
- GME: Gestore dei Mercati Energetici S.p.A., Viale Maresciallo Pilsudski n. 122/124 - 00197 Rome;

FACSIMILE - THIS DOCUMENT CANNOT BE USED.
FOR CONTRACTING, YOU NEED TO USE THE WEB FORM AVAILABLE ON THE WEBSITE OF GME.

- The   Contracting   Party:

_____.
(*address*)

10.6 Unless otherwise provided in this Contract or in the Manual, any communication or notification to be made under this Contract shall be made in writing and delivered by hand - or courier, or sent by registered letter with acknowledgment of receipt, or by fax, or by mail with acknowledgment of receipt to the following addresses:

- GME: Gestore dei Mercati Energetici S.p.A., Viale Maresciallo Pilsudski n. 122/124 - 00197 Rome, fax +39 06 8012 4524; *e-mail:* info@mercatoelettrico.org;

- The   Contracting   Party:

_____;.
- (*address*)

fax _____, *e-mail*_____;

10.7 The Contracting Party appoints, for any communication having technical and / or operational nature, the

following contact being _____,
(*name of the subject or the dept.*)
phone, _____, e-mail_____.

10.8 The Contracting Party appoints as subject entitled to access the PDR (*user*):

_____ , _____
(*name* and surname)   (*telephone*)

_____ , _____.
(*mobile phone*)   (*e-mail*)

_____ , _____.
(*Tax code*)   (*Passport number*)[1]

10.9 Communications shall be deemed received on the date of signing the delivery receipt, if delivered by hand, or when they reach the recipient, if sent by registered letter with acknowledgment of receipt, or upon the date by transmission receipt, if sent by fax, or the date of receipt of the acknowledgment of receipt, if sent by e-mail.

10.10 It is understood that, in the event of a change of address or of one of the references of the Contracting Party, as indicated by it/him/her (a) in the epigraph of this Contract, and/or (b) in previous Articles 10.5, 10.6, 10.7 and 10.8 of this Contract, such changes shall be promptly notified in writing by the Contracting Party to GME, by registered letter with acknowledgment of receipt or by fax, to the references listed in the Article 10.6 above.

Article 11
Applicable law

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[1] The Contracting Party is obliged to indicate the passport number of the person entitled to access the PDR as an alternative to the Tax Code, only if the said person, not Italian, does not have the tax code.

FACSIMILE - THIS DOCUMENT CANNOT BE USED.
FOR CONTRACTING, YOU NEED TO USE THE WEB FORM AVAILABLE ON THE WEBSITE OF GME.

11.1 This Contract is governed by Italian law.

Article 12
Disputes

12.1 Any dispute arising between GME and the Contracting Party, whether arising out of or relating to the Contract and/or Services and/or PDR is subject to the exclusive jurisdiction of the Court of Rome.

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Signature of the Contracting Party

Annex: Self-declaration of the powers of representation, made pursuant to Presidential Decree 445/2000 / other documentation proving such powers.

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Are specifically approved, pursuant to Articles 1341 and 1342 of the Civil Code, the following clauses of the Contract: Article 2.3 (l) (Indemnity), Article 3.4 5 (Limitations of Liability); Article 5.3 (Tacit consent and forfeiture); Article 6.1 (Limitation of Liability), 6.2 (Forfeiture), 6.3 (Force majeure and fortuitous events); 6.4 (Suspension of Services), Article 7 (Duration and effectiveness); Article 8.2 and 8.3 (Termination clause); Article 8.4 (Express termination clause); Article 9 (Changes and tacit consent); Article 12 (Exclusive jurisdiction).

Signature of the Contracting Party

_____

Rome, (*date*) _____