



## ***Annex 2***

### ***Membership contract to the Bulletin board of long-term energy contracts from renewable sources (PPA BULLETIN BOARD)***

**Membership contract to the Bulletin Board of long-term energy contracts from renewable sources (PPA BULLETIN BOARD) as referred in Article 15, paragraph 15.1, letter b), of the Regulation of the Bulletin Board of long-term energy contracts from renewable sources**

BETWEEN

Gestore dei Mercati Energetici S.p.A., having its registered office in Rome, Viale Maresciallo Pilsudski n. 122/124, F.C. and VAT N. 06208031002 (hereinafter: the GME),

AND

..... / the company/ other.....  
(name and surname) (name or company name)  
resident/with registered office in....., Prov. ...., .....  
(address)  
F.C....., VAT N. ...., in the person of .....  
as ..... (hereinafter: the Contractor);

GME and the Contractor, hereinafter separately defined as the "Party" and jointly the "Parties",

WHEREAS

- A. GME is the joint-stock company, established according to Article 5, paragraph 1, of Legislative Decree n. 79, which is entrusted with the economic management of the electricity market and which, pursuant to Article 28, paragraph 28.1, of Legislative Decree N. 199 of 8 November 2021, (hereinafter: Legislative Decree 199/2021) - on "Implementation of Directive (EU) 2018/2001 of the European Parliament and of the Council of 11 December 2018, on promotion of the use of energy from renewable sources" - established the Bulletin Board of long-term energy contracts from renewable sources (hereinafter: PPA BULLETIN BOARD) aimed at promoting the meeting between parties interested in stipulating long-term energy contracts from renewable sources;
- B. in implementation to the provisions of Article 28, paragraph 28.1, of Legislative Decree 199/2021, the Regulation of the Bulletin Board of long-term energy contracts from renewable sources (hereinafter: Regulation) also provides for the obligation of data registration related to long-term energy contracts from renewable sources regulated by physical delivery of traded electricity;
- C. pursuant to Article 15, paragraph 15.1, letter b), of the Regulation, the person who intends to participate in the PPA BULLETIN BOARD shall submit to GME a signed copy of the "Membership contract to the PPA BULLETIN BOARD" (hereinafter: the Contract);
- D. the Technical Rules as referred in Article 4 of the Regulations are published on GME's Web site and enter into force from the publication date;

E. the Contractor is a party as referred in Article 18 of the Regulations.

GIVEN WHAT MENTIONED ABOVE,  
the Parties agree and stipulate what reported below.

*Article 1*  
**Purpose of the Agreement and validity of the premises**

1.1 Through this Agreement, it is possible to define what below:

- a) the Contractor's rights and obligations towards GME;
- b) the conditions under which GME undertakes to provide the services made available within the PPA BULLETIN BOARD (hereinafter: the Service);

1.2 The premises shall be an integral and substantial part thereof .

*Article 2*  
**Contractor obligations**

2.1 The Contractor declares to know and accept, without any conditions or reservations, the Regulation, as resulting from the applicable legislation. The Contractor also declares to properly know the IT support system of the PPA BULLETIN BOARD (hereinafter: the System), in its current configuration, or in any case to make a commitment on this issue.

2.2 The Contractor undertakes to:

- a) comply with the Regulation and the Technical Rules and keep up to date with any changes to these documents. It is understood that, if the Contractor does not intend to accept any changes and additions to the Regulations and the Technical Rules, the Contractor will have the right to withdraw from this Contract, by sending a communication according to the methods provided and to the address mentioned in the following article 9, paragraph 9.6. After fifteen days from the legal advertising of such changes and additions, without the Contractor having communicated the intention to withdraw from the Contract, these changes will be considered automatically accepted. Pending the aforementioned term, any further use of the PPA BULLETIN BOARD by the Contractor will be understood as implicit acceptance of the new conditions;
- b) register the data and information related to long-term electricity contracts from renewable sources, as referred in Article 28, paragraph 28.1, of Legislative Decree 199/2021, as seller, in accordance with the provisions of the Regulations and the related Technical Rules as well as guaranteeing the truthfulness and correctness of the aforementioned data and information subject to registration;

- c) adopt adequate technological systems for carrying out the activities made available within the PPA BULLETIN BOARD, which are compatible with the System, as well as update them according to any changes made by GME to the System;
- d) adopt adequate technological systems for carrying out the invoicing activities of the fees of the PPA BULLETIN BOARD by GME, compatible with the System and suitable for ensuring a correct, timely and secure exchange of data and information electronically provided, with methods and within the deadlines set by the Regulation and the Technical Rules;
- e) hire personnel with specific professionalism and competence in the use of technological systems as referred in the previous letter c);
- f) inform GME promptly and, where possible, in order to ensure the regular functioning of the PPA BULLETIN BOARD, in time to implement any necessary corrective measures, with regard to any inconvenience or operational anomaly deriving from problems related to technical reasons, or any other event that has caused or can be the cause of the failure or incorrect provision of the Service. In particular, the Contractor undertakes to notify GME, as quickly as possible and in the forms provided for in the following article 9, paragraph 9.6, of the occurrence of events, even if only potentially dangerous for the integrity and safety of the System (such as, merely as example, theft of confidential documentation related to access to the System or unauthorized access to the Contractor's premises in which such documentation is kept);
- g) cooperate with GME, or with third parties designated by it, also by allowing their employees or auxiliaries to access their premises, in order to allow the implementation of all interventions on the equipment (*hardware and software*) used by the Contractor, which are necessary to ensure the smooth functioning of the PPA BULLETIN BOARD. It is understood that GME is responsible, pursuant to Article 2049 of the Civil Code, for any damage caused during the implementation of such interventions;
- h) respect GME's property rights on data provided through the System and on trademarks registered or used by it, as well as the property rights of GME or of third party suppliers on the software programmes used for the Service provision;
- i) keep the devices as referred in Article 4, paragraph 4.1 below confidential, and use them, or allow their use by specifically appointed persons, exclusively for accessing and carrying out activities on the PPA BULLETIN BOARD. The Contractor, therefore, assumes all responsibility for unauthorized access to the PPA BULLETIN BOARD by third parties and undertakes to indemnify GME from any damage or danger to the integrity or safety of the System that may occur due to the Contractor's negligence or of its personnel in keeping the aforementioned devices;
- j) promptly request GME to disable the devices mentioned in the previous letter i) and to allocate new or different devices in all cases where it has reason to believe that unauthorized persons may make improper use of them;
- k) indemnify and hold GME harmless from any damage or costs it may have suffered, even after actions related to third parties, as a result of acts or behaviours put in place by the Contractor, as well as by any auxiliaries, agents and collaborators thereof, in violation of this Agreement, of

the Regulation, of the Technical Rules, as well as of any other legislative or regulatory provision, or of acts and provisions issued by GME or by competent authorities.

### **Article 3** **GME performance**

- 3.1 The Service shall be provided by GME to the Contractor in accordance with this Agreement, the Regulation and the Technical Rules. GME's obligations related to the provision of the Service must be considered as obligations of means.
- 3.2 GME shall provide the Contractor with the necessary cooperation to allow the Contractor access to the System, in particular in accordance with the Technical Rules. It is understood that the implementation of the activities and the provision of the tools necessary to access are the sole responsibility of the Contractor and shall be entirely at the expense of the Contractor.
- 3.3 GME may modify the technical, functional, administrative and operational procedures for the provision of the Service, as result of modifications or additions to the Regulations or Technical implementing provisions.
- 3.4 Without prejudice to the provisions of Regulation and Technical Rules, if the provision of the Service is interrupted, suspended, delayed or otherwise subject to anomalies due to technical reasons concerning the System, GME undertakes to do whatever it is necessary to overcome these problems. It is understood that if such events are due to technical reasons concerning the equipment (*hardware* or *software*) used by the Contractor to access the System, the Contractor shall be required to eliminate, as soon as possible, the causes thereof. GME and the Contractor undertake, within the scope of their works, to cooperate in order to identify the causes of interruptions, suspensions, delays or anomalies and to restore, as soon as possible, the System functionality.
- 3.5 GME and the Contractor acknowledge that it is not the GME's obligations to check the truthfulness, accuracy and completeness of data and information provided by third parties that are made available to the Contractor as part of the provision of the Service.
- 3.6 The Parties agree that checking the truthfulness and correctness of data and information entered and/or published by the operator on the PPA BULLETIN BOARD is not a part of the GME obligations.
- 3.7 The Contractor acknowledges that GME has the right to carry out anonymous processing of data and information related to long-term electricity contracts from renewable sources registered under the PPA BULLETIN BOARD for the purposes mentioned in the Regulation.
- 3.8 GME and the Contractor acknowledge that GME shall not be liable for any failure or malfunction of telecommunication lines (e.g.: telephone lines), as well as access to *Internet*.
- 3.9 The Contractor acknowledges that GME has the right to use, for the provision of Service, third parties designated by GME, it being understood that, in any case, the contractual relationship is exclusively between the Contractor and GME.
- 3.10 GME undertakes to respect the Contractor's proprietary rights in the data transmitted through the System and on the registered or used trademarks of which GME has become aware.

3.11 GME undertakes to indemnify and hold the Contractor harmless from any damage or costs it may have suffered, even after actions related to third parties, as a result of acts or behaviours of GME or its auxiliaries, agents or collaborators, for the management and provision of the Service in violation of this Agreement, of the Regulation, of the Technical Rules, as well as any other legislative or regulatory provision applicable to this Contract.

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

#### **How to access the system**

4.1 For what concerns the access to the System, the Contractor must use the technical security devices indicated by GME, such as, but not limited to, a user code, with a *password*, *smart card* or other *strong authentication* tools.

4.2 Access to the System shall be in accordance with the Technical Rules.

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

#### **Compensation**

5.1 The Contractor shall pay for the Service provided under this Contract the fees established by GME pursuant to Article 7 of the Regulation, in accordance with Article 8 of the Regulation.

5.2 In case of complete System deactivation, such as to prevent the Contractor from using the PPA BULLETIN BOARD, the amounts due mentioned in paragraph 5.1 above shall be reduced in proportion to the period during which such deactivation occurred.

#### ***Article 6***

#### **Limitation of liability, force majeure and unforeseeable circumstances**

6.1 With exception of what provided in the Regulation, GME, in the provision of Service, is liable for contractual and non-contractual damages, only because they constitute immediate and direct consequence of its behaviour caused by wilful misconduct or gross negligence, and, in the latter case, what can be expected at the date of signature of this Contract. The Parties acknowledge to each other that there shall be no obligation to pay compensation or indemnify for damages which are indirect or unforeseeable result of GME's behaviour, including, but not limited to, damages resulting from loss of business or customer opportunities or loss of profits.

6.2 The Contractor shall notify GME, subject to revocation, of any claim for compensation related to the Service provision within fifteen working days of the day on which the Contractor has known, or should have known, through the utmost care, the occurrence of the harmful event, at the same time, it provides a specific indication of the circumstances in which the harmful event and the damage occurred. The supporting documentation shall be communicated to GME no later than twenty working days after the day on which the Contractor has known, or should have known, using ordinary diligence, the occurrence of the harmful event.

6.3 There shall be no liability of GME and the Contractor for failures due to force majeure, unforeseeable circumstances, or events outside their control, such as, but not limited to, wars, riots, earthquakes, floods, fires, strikes, interruptions in electricity supply or provision of

dedicated data transport lines forming part of the System, where such interruptions can be ascribed only to the behaviour of third parties.

6.4 GME may, in cases of force majeure and unforeseeable circumstances, and in general in all cases where the Contractor's activity can potentially damage the integrity or security of the System, suspend access to the System, without the need for prior notification of the circumstances leading to the suspension.

### ***Article 7*** **Duration**

7.1 This Contract shall be effective and valid from the submission date of the admission application to the PPA BULLETIN BOARD.

7.2 This Contract will be considered terminated if one of the following events occur:

- a) exclusion of Contractor from PPA BULLETIN BOARD;
- b) total deactivation of the System as a result of changes to the applicable rules;
- c) withdraw from the contract by the Contractor.

7.3 The Contract termination under this Article shall in no way prejudice any other right to which a party is entitled under this Agreement or under general law provisions, nor will it affect any right or obligation of a party which has already arisen on the termination date.

### ***Article 8*** **Termination**

8.1 Any loss, for whatever reason, of the status of market participant, as acquired pursuant to Article 17 of the Regulation, constitutes a reason for termination by law of this Contract, pursuant to Article 1456 of the Civil Code, without prejudice to the right of GME to withhold the fixed fee mentioned in Article 7 of the Regulation as compensation and without prejudice to any further right of compensation for any higher damage.

### ***Article 9*** **General provisions**

9.1 Nullity or invalidity of one or more of the clauses in this Contract shall not affect the validity of the remaining clauses, that, in any case, will be considered fully effective and in force.

9.2 This Contract and any rights and obligations arising from it in relation to the Parties shall not be transferred to any third party outside the scope of this Contract.

9.3 Without prejudice to the provisions of Article 6 paragraph 6.2 above, failure to exercise or delay in exercising any of the rights related to a Party under this Contract shall not be considered as a waiver of such rights.

9.4 Any amendment to the Contract shall be made in written form.

9.5 For the purposes of this Contract, the Parties elect their domicile at the following addresses:

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

9.6 Any communication or notification to be made under this Contract shall be made in writing and delivered by hand, including any courier service, or by registered mail with proof of receipt, or by electronic message with proof of receipt, to the following addresses:

- Gestore dei Mercati Energetici S.p.A., Viale Maresciallo Pilsudski n. 122/124 - 00197 Rome, *e-mail* address: [info@mercatoelettrico.org](mailto:info@mercatoelettrico.org); [gme@pec.mercatoelettrico.org](mailto:gme@pec.mercatoelettrico.org) ;
- .....  
(address)  
*certified* email address....., *e-mail* address.....;

9.7 Communications will be considered as received at the date of signature of the delivery receipt, if by hand, or at the time of arrival at the recipient address, if they are made by registered letter with proof of receipt, or at the date of receipt of the message, if by email.

**Article 10**  
**Applicable law**

10.1 This contract is governed by the Italian law.

**Article 11**  
**Disputes**

11.1 Any dispute that may arise between GME and the Contractor related to this Contract shall be settled in accordance with the provisions of Title IV of the Regulation, which are understood to be fully adopted and transcribed herein.

the Contractor

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The following clauses of the Contract are specifically approved, pursuant to and for the purposes of Articles 1341 and 1342 of the Civil Code: Article 2.2, letter a) (Regulation and Technical Rules and their amendments); Article 2.2, letter i) (Liability for improper access to the Market); Article 2.2, letter k) (Indemnification); Article 3.7 (Limitation of liability); Article 6 (Limitation of liability, revocation, suspension of service); Article 7 (Termination of the contract effects); Article 8 (Resolution); Article 9.2 (Prohibition of assignment); Article 10 (Applicable Law); Article 11 (Disputes).

The Contractor

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Roma, (*date*)