

TEMPLATE FOR THE INDEPENDENT BANK GUARANTEE PAYABLE UPON FIRST WRITTEN DEMAND

To:
OLT Offshore LNG Toscana
Via G. D'Alesio, 2
57126 Livorno

....., 2024

Subject: **Independent bank guarantee payable upon first written demand.**

The undersigned Bank _____ (hereinafter referred to as **BANK**), with registered office in _____, via/piazza/corso _____ No. ____, Tax Code, VAT No., registered with the Trade Register of under No., represented here by _____, born at on, authorised officer of the BANK, holding the necessary powers to issue to your benefit the independent bank guarantee, payable upon first written demand, in question (hereinafter the **GUARANTEE**),

WHEREAS

- the company _____, with registered office in _____, via/piazza/corso _____ n. ____ (hereinafter referred to as **Supplier**) must issue in favour of OLT Offshore LNG Toscana S.p.A. (hereinafter referred to as **OLT**), with registered office in via Passione, 8 20122 Milan, an independent bank guarantee payable on first written demand for its participation in the "PROCEDURE FOR THE RECEIPT OF QUANTITIES OF LIQUEFIED NATURAL GAS BY OLT OFFSHORE LNG TOSCANA S.P.A. FOR THE COOL-DOWN AND GAS-UP ACTIVITIES OF THE PLANT" (hereinafter referred to as **PROCEDURE**) published on September 30th, 2024, on OLT's website;
- the GUARANTEE is issued for an amount of Euro 5,000,000.00 (five million/00) referred to in Article 5 letter e) of the aforesaid Procedure.

THE BANK, AS INDICATED ABOVE, IRREVOCABLY UNDERTAKES THE FOLLOWING OBLIGATIONS WITH OLT

ART. 1 - OBLIGATION OF THE BANK

The BANK hereby irrevocably and unconditionally undertakes to pay immediately to OLT upon simple written demand and without any need for proof or justification, without any kind of exceptions, and without the need for any prior notice, injunction, formal notice or request to(Supplier)..... all the sums that OLT will request by way of the above up to the amount of Euro 5,000,000 (Euro five million/00).

The BANK declares that the provisions of Articles 1955 and 1957 of the Italian Civil Code are not applicable to the GUARANTEE, and which, in any case, it waives the right to claim.

Under no circumstances will the BANK reduce the amount of the GUARANTEE mentioned above, which is therefore to be considered definitively fixed.

ART. 2 - DURATION AND VALIDITY OF THE GUARANTEE; TERMINATION

The GUARANTEE is valid and takes effect from the issue date and will expire at the signing of the Service Contract and in any case no later than the 31st of December 2024.

The BANK also undertakes not to revoke the GUARANTEE under any circumstances and not to unilaterally withdraw from it for any reason whatsoever and will remain under obligation for the entire duration of the aforesaid period of validity under the terms herein transcribed.

The GUARANTEE may also be enforced several times, up to the maximum amount indicated in Article 1 above.

ART. 3 - COMMUNICATIONS

Any communication regarding the GUARANTEE will be sent as follows:

BANK: Banca, Via, No. ..., Fax to the attention of

ART. 4 - EXCLUSIVE JURISDICTION

For any disputes concerning or in any case originating from the GUARANTEE, the Court of Milan will have exclusive jurisdiction, with the express exclusion of any other concurrent court.

Signed for the Bank _____

[STAMP AND SIGNATURE *Issuing Bank*]

Pursuant to and for the purposes of Article 1341 of the Italian Civil Code, the following articles are specifically approved: 1) Obligation of the Bank, 2) Duration and validity of the guarantees; Termination, 4) Exclusive Jurisdiction.

Signed for the Bank _____

[STAMP AND SIGNATURE *Issuing Bank*]