SECTION 5: ADMINISTRATION

Chapter 5.1 - TAX AND CUSTOMS REGULATIONS

5.1.1 Tax

5.1.1.1 Value added tax and other taxes

All the amounts payable by a Party are deemed to be exclusive of any VAT which may be payable. If VAT or other taxes are chargeable on any service provided by the Operating Company, the Party making the payment (the **Relevant Party**) shall pay to the Party receiving the payment (the **Recipient**), in addition to payment of the amount due, an amount equal to the VAT and other taxes due. Any amount of VAT payable shall be paid upon presentation of a valid VAT invoice.

5.1.1.2 Excise duties

Excise duty is the duty imposed on Gas: in particular, pursuant to Legislative Decree no. 504/95, the product is subject to the duty when it is released for consumption, at a rate that varies according to its use (civil, industrial, other uses). The entities that are normally required to pay the duty in question are those that sell the product directly to consumers or consumers that use the dedicated infrastructure to transport their product. The Gas consumption required for the activities associated with the operation of the Terminal, i.e. both that required for the basic operation of the Terminal and that associated with the provision of the Regasification Service, is not considered to give rise to excise duty since such uses are connected with the regasification activity. The Gas consumption required for the Small Scale Service is not considered to give rise to excise duty since such uses are connected to shipping.

5.1.1.3 No deduction or withholding

Each Party shall pay all sums payable by it free and clear of all deductions or withholdings in respect of tax unless any Applicable Law requires the paying Party to make such a deduction or withholding. In such case, the Party liable to make such payment shall pay such deducted or withheld amount to the Recipient as shall ensure that the net amount the other Party receives equals the full amount which it would have received had the deduction or withholding not been required. However, if the Beneficiary that has incurred the deduction or the withholding is entitled to a tax credit, the Party responsible for the payment shall not pay the Beneficiary the deducted and withheld amount up to the amount of such tax credit.

5.1.1.4 Payment of tax

a) The User shall be responsible for any fulfilment, documentation and obligations relating to the delivery and importation of the LNG and Gas.

b) The User shall pay (or reimburse the Operating Company for payments made by the Operating Company with respect to), and shall indemnify and hold harmless the Operating Company from and against all taxes, duties, levies, fines, royalties, imposts or other charges (howsoever named) levied or imposed by the laws of Italy or any Competent Authority, on the User's LNG and Gas, and on the handling, transportation or use of the User's LNG and User's Gas which the Operating Company is required to pay or collect under any Applicable Law other than any fines levied against the Operating Company as a result of any non-fulfilment of its obligations.

c) The Operating Company shall also be held harmless and indemnified by the User from and against all taxes, duties, levies, fines, royalties, imposts or other charges (howsoever named) levied or imposed by the laws of Italy or a Competent Authority, as a consequence of any incorrect, incomplete, inaccurate, omitted or late tax returns, declarations and/or communications, or of any incomplete, omitted or late payments or other obligations of whatsoever nature which should have been complied with by the User or any member of User's Group.

d) This Clause 5.1.1.4 shall not require either Party to be responsible for any generally applicable corporate or direct tax, or any similar tax on profits or gains levied or imposed on the other Party by any governmental or tax authority.

5.1.2 General provisions

Should any delay in complying with the customs duties, procedures or requirements by the User or any member of User's Group lead to a consequent delay in the Operating Company performing any of its obligations, the User shall be responsible for any possible obligation and expenses relating thereto,

save for any obligations, including any in respect of third parties, and expenses which would have in any case been discharged by the Operating Company.

Chapter 5.2 - INVOICING AND PAYMENT

5.2.1 Charges for the services

5.2.1.1 Charges

a) the Regasification Service Charges, Adjustments, the Small Scale Service Charge and Transportation Service Charges shall be the sole consideration payable by the User and by the Small Scale User for all services and other activities to be made available and/or performed by the Operating Company during the period of validity of the Capacity Agreement.

b) During the validity of the Capacity Agreement or Small Scale Agreement, the User or Small Scale User shall pay the following sums on a monthly basis:

(i) the Regasification Service Charges;

(ii) any Adjustments;

(iii) the Transportation Service Charges;

(iv) Flexibility Service Charges; and

v) Small Scale Service Charge.

c) In addition to the payment of the amounts referred to in Clause 5.2.1.1b), for the entire duration of the Capacity Agreement, the User will pay the Operating Company a quantity of Gas to cover Consumption and Losses in accordance with Clause 3.4.2.

5.2.1.2 Payment Obligation

In every Month during the validity of the Capacity Agreement, the User shall pay the Charges in full, whether or not the User schedules or fails to schedule the delivery of its Cargoes, schedules or fails to schedule the redelivery of its Gas at the Redelivery Point, or exercises or fails to exercise its full entitlement to the Regasification Service or, in the case of a Small Scale User, does not avail itself of the Small Scale Service for the Small Scale Slots of which it is the holder over a particular period or for the entire duration of the Capacity Agreement irrespective of the reasons which prevented the exercise or use thereof, subject to the fact that the Charges will be payable to the Operating Company due to the provision of the Regasification Service or Small Scale Service.

5.2.1.3 Regasification Service Charges

The User will be charged the following Regasification Service Charges, determined following the ARERA's approval and/or determination or as a result of the procedures envisaged by Title II TIRG, and will be paid by the latter pursuant to Clause 5.2.2:

(i) the charge associated with contractual quantities of LNG expressed in Euro/m^3_{liq}/year as defined following the results of the procedures envisaged by Title II TIRG; and

(ii) Crs charge corresponding to the unitary charge to cover the restoration costs expressed in Euro/m^3_{liq}/year.

(iii) C_{ETS} charge corresponding to the unitary charge to cover costs related to the emission trading system expressed in Euro/m^3_{liq}/year.

5.2.1.4 Adjustments

a) The Operating Company shall invoice the User in accordance with Clause 5.2.2 in respect of the following amounts:

(i) any amounts in relation to Off-Spec LNG due from the User to the Operating Company in accordance with Clause 3.6.4.2c;

(ii) any Demurrage, payments and/or compensation in respect of the excess boil off payable by the User to the Operating Company under Clause 3.7.3.4;

(iii) any amount relating to the variance charges owed by the User to the Operating Company in accordance with the provisions of Clauses 3.3.5 and 3.3.6;

(iv) any amount relating to the annual revaluation of the Regasification Service Charges as determined by the Italian National Institute of Statistics (ISTAT) referred to in Clause 5.2.1.3(i)

(v) any other amount due by the User under the Regasification Code;

(vi) any credit accrued annually by the User at the end of a Gas Year under Clause 3.8.2 in relation to a Variation of the Regasification Service;

(vii) any credit accrued by the User at the end of a Gas Year under Clauses 3.7.3.4e), 3.7.3.4f) and/or 3.7.3.4g), in respect of any Demurrage and/or excess boil off.

(viii) any credit accrued by the User pursuant to Clause 3.6.5.2; and

(ix) any other credit accrued by the User under the Regasification Code.

b) The amounts that are due and payable by the User to the Operating Company in accordance with Clause 5.2.1.4a) shall be collectively referred to as the **Adjustments**.

5.2.1.5 Transportation Service Charges

Subject to amendments of the Applicable Law, the User shall be charged the following Transportation Service Charges, which will be paid by the User in accordance with Clause 5.2.2.

a) The fixed Transportation Service Charge is calculated as follows:

The transport capacity associated with the regasification capacity of user *k* in period *p* is calculated as follows:

$$Cap_{k,trasport} = SO^{Max} \cdot \frac{Cap_{k,p}}{ACQ_{Tot}} \cdot \frac{NG_a}{NG_p}$$

where:

SO^{MAX}: maximum daily send out of the Terminal;

$Cap_{k,p}$: regasification capacity of user *k* in period *p* to which the transportation capacity booking refers;

ACQ_{TOT}: annual regasification capacity offered by the Operator in the Gas Year;

NGa: number of Days in the Gas Year;

NG_p: number of days in period *p* to which the transportation capacity booking relates.

i) And therefore any User, including the Peak Shaving Service Provider, will be charged and must pay pursuant to Clause 5.2.2 a charge calculated, for Month m, according to the following formula:

$$Charge_{k,trasport} = \alpha \cdot Cap_{k,trasport} \cdot Cpe_{OLT} \cdot \frac{NG_m}{NG_a}$$

where:

α the multiplication coefficient applicable by SRG in the case of allocation of monthly, quarterly or semi-annual transport capacity.

CPe_{OLT}: the monthly unitary capacity charge for the LNG OLT Livorno Entry Point.

NG_m: number of Days in month *m* to which the transportation capacity charge refers;

NG_a: number of Days in the Gas Year.

b) Variable Transportation Service charge:

where envisaged by the Applicable Law, the User will be charged and will pay, pursuant to Clause 5.2.2, its share of the variable charge charged by SRG based on the quantities actually redelivered to the User at the Redelivery Point during the Month prior to that of invoicing

c) Other Transportation Service Charges

Any other fees, charges, costs and/or expenses, attributable in whole or part to the User and charged by SRG to the Operating Company and paid by the Operating Company under the Transportation Contract shall be charged to and paid by the User, unless and to the extent such costs and/or expenses arise as a direct result of an Operating Company breach or default in which case the Operating Company shall bear such costs and/or expenses. If such fees, charges, costs and/or expenses are attributable to all Users then such fees, charges, costs and/or expenses shall be charged to and paid by the Users pro rata based on their respective transportation capacity booked. If any such fees, charges, costs and/or expenses arise as a result of a breach or default by User, such User shall be liable to pay such fees, charges, costs and/or expenses in proportion to its respective fault.

5.2.1.6 Small Scale Service Charge

The Small Scale User will be charged the Charge for the Small Scale Service, accepted by the Small Scale User and determined following the Small Scale Slot allocation processes published by the Operating Company on its website and in accordance with the principle of impartiality and non-discrimination.

The Small Scale Service Charge is fixed and invariable irrespective of the quantity of LNG that will be loaded by the Operating Company, without prejudice to the Small Scale User's obligation to load on to the Small Scale Carrier the quantities that will have to be notified to the Operating Company by the deadline envisaged by Clause 3.3.2.3.

5.2.1.7 Flexibility Service Charges

a) The User which has been assigned the right to use the Extended Storage Service will be charged the Charge for the Extended Storage Service determined following ARERA'a approval pursuant to article 12 TIRG (or in any case pursuant to the applicable regulations) in the context of the allocation processes that will be put in place by the Operating Company and published on its website. The Extended Storage Service Charge will be paid by the User according to the procedure and timing published by the Operating Company on its website.

b) The User that has exercised its right of Redelivery Nomination or Redelivery Renomination will be charged the Charge for the Nomination Flexibility Service on the daily quantities covered by the Redelivery Nomination or Redelivery Renomination.

c) The Virtual Liquefaction Service User receiving the Virtual Liquefaction Service shall be charged the Virtual Liquefaction Service Charge applicable for the period for which the relevant service was requested.

5.2.2 Invoicing

5.2.2.1 Invoices issued by the Operating Company

a) As regards the payments due by the Continuous Capacity User to Operating Company listed below, the Operating Company will issue an invoice to the Continuous Capacity User according to the following timing:

i) invoices relating to the Regasification Service Charges and the Fixed Transportation Service Charge shall be issued by the tenth (10^{th}) Day of the Month to which the charges refer; and

ii) invoices relating to the Variable Transportation Service Charges shall be issued by the tenth (10^{th}) Day of the Month subsequent to the end of the Month to which the charges refer;

iii) invoices relating to the Adjustments envisaged by Clause 5.2.1.4a), shall be issued as soon as all the information required for the relevant calculation is available;

iv) invoices relating to the Flexibility Service Charges will be issued by the tenth (10th) Day of the Month subsequent to the end of the Month to which the charges refer.

b) As regards the payments due to the Operating Company by a User other than a Continuous Capacity User, the Operating Company will issue an invoice according to the following timing:

i) the invoice relating to the regasification capacity allocated on the monthly basis and contained in the relevant Capacity Agreement and taking into account both the Regasification Service Charges and the applicable Fixed Transportation Service Charge will be issued by the end of the Month to which the charges refer;

(ii) invoices relating to the Variable Transportation Service Charges shall be issued by the tenth (10th) Day of the Month subsequent to the end of the Month to which the charges refer; and

(iii) invoices relating to the Adjustments envisaged by Clause 5.2.1.4a), shall be issued as soon as all the information required for the relevant calculation is available.

c) The Operating Company shall issue an invoice to a User other than a Continuous Capacity User in relation to the regasification capacity allocated on the monthly basis and contained in the relevant Capacity Agreement and taking into account both the applicable Regasification Service Charges and Transportation Service Charges. Such invoice will be issued by the tenth (10th) Day of the Month subsequent to the end of the Month to which the charges refer, while any Adjustments envisaged by Clause 5.2.1.4b) will be invoiced as soon as all the information required for the relevant calculation is available.

d) Each Month the Operating Company shall invoice the User an amount relating to the quantities of Gas withheld to cover Consumption and Losses considering a conventional price equal to the Monthly Market Price. The User shall debit back the Operating Company by issuing an invoice for the same amount indicated in the above mentioned Operating Company's invoice. This provision is made only for the purposes of complying with the applicable VAT provisions regarding barter transactions, it being understood that, from a substantive viewpoint, the quantities of Gas withheld to cover Consumption and Losses represent a consideration in kind, and are therefore part of the global remuneration paid to the Operating Company by the User for the service provided.

e) Each User is required to pay in kind to SRG through the Operating Company, the quantities of Gas to cover the needs of Gas consumption and losses of the National Transmission System; possible differences on the amounts paid to SRG, if any, will be subject to adjustments through issuance of invoices and / or credit notes. To such end, the Operating Company shall issue a VAT invoice to the User for the Gas used by SRG, determined in its Network Code. In turn, the User will issue a balancing invoice to the Operating Company for the same amount.

f) With regard to the payments owed by the Small Scale User to the Operating Company listed below, the Operating Company will issue an invoice to the Small Scale User according to the timing indicated below:

(i) invoices relating to the Small Scale Service Charge will have to be issued by the tenth (10th) Day of the Month subsequent to the end of the Month to which the charge refers; and

ii) invoices relating to any Transport Service Charges will be issued by the tenth (10th) Day of the Month subsequent to the end of the Month to which the charges refer.

5.2.2.2 Operating Company's right to offset payment

In the event that any User or Small Scale User has failed to pay the amounts due in relation to any invoice issued in accordance with the timing specified by Clause 5.2.2.4 (and such amounts have not been contested pursuant to Clause 5.2.2.6), the Operating Company may offset such credit against any amounts due by the Operating Company to the User or a Small Scale User, in relation to such invoice.

5.2.2.3 Right to offset payment

In the event that the Operating Company has failed to pay the amounts due in relation to any invoice issued in accordance with the timing specified by Clause 5.2.2.4 (and such amounts have not been contested pursuant to Clause 5.2.2.6), the User or a Small Scale User may offset such credit against any amounts due by the User by the Operating Company, in relation to such invoice .

5.2.2.4 Payment

a) All invoices shall be paid within twenty (20) calendar Days of receipt or settled to the extent permitted in Clauses 5.2.2.2 and/or 5.2.2.3. Any payment that is due to be made on a Day that is not a Business Day shall be due by the last Business Day prior to the expiry date.

b) All payments shall be made in Euro.

c) All payments shall be made in cleared funds by wire transfer to the bank accounts as designated by the Operating Company and the User, ensuring that they are available in the beneficiary's current account by the expiry date. . No sum will be deducted or withheld from the amount in connection with the transfer of money; such costs will be borne by the Party making the payment. Any cost relating to the transfer of the money to the current account, charged by the bank of the Party receiving the payment to the latter's account, will instead be borne by the latter

d) The bank account shall be specified in the invoice.

5.2.2.5 Adjustment of Errors

a) Without prejudice to Clauses 5.4.2 and 5.2.2.6, if an error is found by either Party in the amount shown as due in any invoice, such Party shall promptly notify the other Party in writing of such error. If (i) both Parties jointly, or (ii) if an Expert Determination or award of an arbitral tribunal issued pursuant to Clause 5.4.2.4 determine that an error has been made in any invoice, then the Party issuing the incorrect invoice shall promptly issue a statement of adjustment correcting any such error. If the erroneous invoice:

(i) has not been paid by the receiving Party either to the other Party, then the other Party shall promptly issue a new invoice (and shall cancel the previous incorrect invoice) for the outstanding amount; or

(ii) has been paid by the receiving Party, then any adjustment shall be paid by the Party owing payment to the other Party within ten (10) Business Days of the date of the statement of adjustment. It being understood that no bank interest will be paid on the adjustment amount.

5.2.2.6 Invoicing disputes

a) Except in the case of any material manifest error in an invoice or the nullity, annullability and termination of the Capacity Agreement or the Small Scale Agreement as envisaged by article 1462 Italian Civil Code, the Parties may not postpone or suspend the payment of any invoice by reason of any claims, complaints or objections against the other Party or by reason of any pending dispute with the other Party, subject to compensation for damage arising from the default.

b) When any sum is the subject of a dispute the Party disputing the sum shall by not later than five (5) Business Days before the required payment date notify the other Party of the sum in dispute (giving details of the reasons for the dispute) and shall in any case pay the other Party, which shall only use such sums in the manner envisaged by Clause 5.2.2.6d).

c) Within thirty (30) Days from the date of the notification referred to in Clause 5.2.2.6b) the Operating Company and the User or Small Scale User shall endeavour in good faith to resolve the dispute and the Party making such payment undertakes not to commence any proceedings in respect of such dispute until the expiry of such thirty (30) Day period. Unless the dispute has been resolved during such thirty (30) Day period, the procedure according to Clause 5.4.2 shall apply.

d) After settlement of the dispute, any sum agreed or adjudged to be due and payable to the Party that sent the notice envisaged by Clause 5.2.2.6b) shall be paid to it within five (5) Days of the date of resolution of the dispute.

5.2.2.7 Late Payment

All amounts properly invoiced by and due and payable to the other Party which have not been paid by the due date shall bear default interest on a Daily basis from and including the Day following the payment due date will produce default interest on a daily basis, starting from and including the Day following the expiry date, up to and including the Day on which payment is actually received by the other Party, at a percentage rate per annum equal to EURIBOR plus eight percent (8%). If the default interest so determined exceeds the limit determined by the Ministry of Economy and Finance pursuant to Law no. 108 of 7 March 1996, default interest shall be payable at the maximum rate permitted by Italian law.

Chapter 5.3 - LIABILITY OF THE PARTIES

5.3.1 Liability

5.3.1.1 The User's and Small Scale User's liability in respect of the Operating Company

Subject to the application of Clause 3.6.1.2b) for any damage or loss suffered in relation to the LNG and/or Gas owned by the User or the Small Scale User, of Clause 5.3.1.2 for the compensation of loss of revenue, of Clause 5.3.1.4 applicable to claims by third-party owners of the LNG filed against the Operating Company and, finally, any liability due to the pollution and contamination of the environment, the User or the Small Scale User will be liable and shall compensate the Operating Company for any Losses suffered due to: i) a User's or Small Scale User's Default pursuant to Clause 5.3.2.1, or a Default by a member of the User's Group or a member of the Small Scale User's Group, ii) the User's LNG Carrier or the Small Scale User's Small Scale Carrier, which causes damage to the Operating Company (such as, for example, damage to the Terminal, including the systems and/or equipment installed or otherwise used at the Terminal and the Spool Pieces), or any physical injury to persons.

Subject to the non-application of the limitations established in the LLMC which the User and the Small Scale User expressly waive, the User and the Small Scale User may limit their liability pursuant to this Clause up to the amount of one hundred and fifty million Euro (€ 150,000,000) per individual event. In the event that the Operating Company, or a third party, is complicit in the event that caused the damage, the User's or the Small Scale User's limitation of liability up the amount of one hundred and fifty million Euro (€ 150,000,000) will not be reduced in proportion, but will apply in full for the entire share of liability of the User or the Small Scale User.

5.3.1.2 Liability for loss of revenue

In addition to the User's and Small Scale User's liability pursuant to Clause 5.3.1.1, in the event that a User's or Small Scale User's Default pursuant to Clause 5.3.2.1, including any act, action or wilful or negligent omission by the User of Small Scale User, or of a member of the User's Group or of the Small Scale User's Group in breach of its obligations, affects the Operating Company's ability to provide the Regasification Service and/or Small Scale Service (each of which, a **Relevant Event**), the User or the Small Scale User:

a) will continue to pay the Charges; and

b) will pay the Operating Company an amount equal to 80% of the Charges (meaning Regasification Service Charges for the purposes of this Clause those which would have been due by applying the regassification tariff approved and/or determined by ARERA for the Terminal for the period concerned) that the Operating Company would have accrued if it had fully allocated the regasification capacity or the Small Scale Slots in the period in which the Terminal was unavailable, to be defined, pursuant to article 1382 Italian Civil Code, as an indemnity agreed by the Parties for the loss of revenue suffered by the Operating Company due to its inability to provide the Regasification Service and/or the Small Scale Service, it being of no importance whether it is actually possible to allocate the regasification capacity or the Small Scale Slots on the relevant market. The User or the Small Scale User may only be held liable pursuant to this Clause 5.3.1.2b) in relation to each Relevant Event for a period of two (2) years starting from the date on which the Relevant Event occurred and, in any case, for an overall amount not exceeding one hundred and fifty million Euro (€ 150,000,000).

In the event that several Users or Small Scale Users are liable in respect of the Operating Company for the compensation of loss of revenue for the same period of time, each User or each Small Scale User will be liable exclusively for its own share of the amounts envisaged by Clause 5.3.1.2b). Unless proven otherwise, the complicity of several Users or Small Scale Users in causing the damage is presumed to have occurred in equal measure among them.

5.3.1.3 The Operating Company's liability in respect of the User and the Small Scale User

The Operating Company will be liable for and will compensate the User or the Small Scale User exclusively for Losses arising from an Operating Company's Default, including any action or negligent omission by the Operating Company or by any member of the Operating Company's Group which causes damage to the User or Small Scale User such as, for example, damage to the LNG Carrier or the Small Scale Carrier, including the systems and/or equipment installed or otherwise used on the LNG Carrier or the Small Scale Carrier, or any physical injury to persons.

The Operating Company limits its liability under this Clause to the amount of four million Euro (€ 4,000,000) per individual event. In the event that the User or Small Scale User, or a third party, is complicit in the event that caused the damage, the limitation of the Operating Company's liability to four million Euro (€ 4,000,000) will not be reduced in proportion, but will apply in full for the entire share of liability of the Operating Company.

The Operating Company may apply any limitations of liability envisaged by the LLMC (irrespective of ratification by Italy) that are more favourable than those regulated by this Clause 5.3.1.3.

5.3.1.4 Liability to third party owners of LNG

If a third party that is owner of all or part of the LNG or of regasified Gas by the Operating Company on behalf of a User or a Small Scale User or any other title that entitles said party to bring a legal against the Operating Company, brings any claim arising out of or in connection with such LNG or Gas for any reason against the Operating Company or any member of the Operating Company's Group, the User or the Small Scale User shall indemnify, defend and hold harmless the Operating Company from and against any Loss and loss of revenue arising from such claim.

5.3.1.5 Notification and conduct of claims

a) A Party (the **Seeking Party**) seeking to be indemnified by the other Party under an indemnity shall notify the other Party (the **Notified Party**) of:

(i) any claim for indemnification pursuant to or in connection with the Regasification or Small Scale Service (including any claim by any third party); or

(ii) any circumstances which may, with a reasonable degree of probability, give rise to a claim for indemnification.

In each case as such as reasonably practicable after becoming aware of the same.

b) In the case of any action or claim which has been brought against a Seeking Party by a third party in respect of any such matter, the Notified Party shall be entitled at its expense to assume the defence thereof in place of the Seeking Party. In such circumstances, the Seeking Party shall provide the Notified Party with such information and assistance as the Notified Party shall reasonably request. If the Notified Party assumes the defence of the relevant claim or action, it shall not be liable for any settlement thereof which is made without its consent. The Notified Party shall not agree to any settlement granting any relief other than payment of money without the prior written consent of the Seeking Party.

c) If the Seeking Party is the Operating Company and the Operating Company is seeking indemnification from more than one User or Small Scale User in respect of an occurrence or circumstance or related series of occurrences or circumstances giving rise to the particular claim by a third party, the User or Small Scale User shall not be entitled to assume the defence thereof unless all Users and Small Scale Users from whom indemnification is sought by the Operating Company have provided the Operating Company with their written consent to the User or Small Scale User assuming such defence in respect of all Users Small Scale Users from whom indemnification is sought.

5.3.1.6 Limitation of Liability

a) The obligations of a Notified Party shall not extend to:

(i) any Loss or other loss of whatever kind and nature (including all related costs and expenses) which may result from the settlement or compromise of any action or claim brought against the Seeking Party, or the admission of fault or liability by that Seeking Party in respect of any action or claim or the taking by the Seeking Party of any action (unless required by law or applicable legal process), which would prejudice the successful defence of the action or claim, without, in any such case, the prior written consent of the Notified Party (such consent not to be unreasonably withheld or delayed in a case where the Notified Party has not, at the time such consent is sought, assumed the defence of the action or claim); or

(ii) to any legal expenses being costs, charges and expenses which may result from the employment by the Seeking Party of its own legal advisers in connection with any action or claim against it after the defence of such action or claim has been assumed by the Notified Party.

b) The User's or Small Scale User's liability in respect of the Operating Company may not in any case exceed the all-inclusive sum of two hundred million Euro (€ 200,000,000) taking into account the overall liability for Losses pursuant to Clause 5.3.1.1 and loss of revenue pursuant to Clause

5.3.1.2. In the case of Losses caused by the LNG Carrier including any loss of revenue arising from such event, the Operating Company may only bring an action for compensation against the User pursuant to this Clause once a period of eight (8) months has lapsed from the date of the event caused by the LNG Carrier that gave rise to the Loss and/or loss of revenue for which it is seeking compensation and, in any case, once it has asked for compensation for such damage from the LNG Carrier and/or the owner of such LNG Carrier pursuant to article 14.1 of the Terms of Use, except where such action appear manifestly unfounded.

c) There may be no limitation of liability in the case of damage caused due to intent or gross negligence of the Notified Party. The burden of demonstrating the existence of intent or gross negligence lies with the Seeking Party.

5.3.2 Events of Default

5.3.2.1 User's or Small Scale User's Events of Default

Upon occurrence of any of the following events, indicated by way of example and without limitation, , the User will be considered to be in default (**User's Default**):

a) the User or Small Scale User has not paid the amount due under Chapter 5.2 for a period exceeding thirty (30) Days from the date on which such amounts fell due, and the sum has not been recovered through the Bank Guarantee and/or the User's Group's Guarantee provided by the User, Small Scale User or the guarantee referred to in Clause 3.1.1.2f) by the Complementary User;

b) the User commits a material breach of its obligations under the Capacity Agreement or the Small Scale User commits a material breach of its obligations arising from the allocation of Small Scale Slots (including the obligation to load the quantities of LNG on to the Small Scale Carrier), and such breach is not capable of being cured or the User declares or implies that it does not intend to perform the Capacity Agreement and repudiates it or the Small Scale User declares or implies that it does not intend to fulfil its obligations;

c) the User commits a material breach of its obligations under the Capacity Agreement or the Small Scale User commits a material breach of its obligations arising from the allocation of Small Scale Slots which are capable of being cured and such breach continues uncured for ten (10) Business Days after the Operating Company gives the User or Small Scale User notice of such breach;

d) the User or Small Scale User no longer meets the Service Conditions pursuant to Chapter 2.1. and fails to remedy this discrepancy in accordance with the procedures and deadlines envisaged by the Regasification Code;

e) the User or Small Scale User has committed a significant breach of its obligations envisaged by Chapter 3.1

f) the User or Small Scale User shall:

(i) suspend payment of its debts or is unable or admits in writing its inability to pay its debts as they fall due;

(ii) enter into or proposes to enter into any composition or other arrangement for the benefit of its creditors generally or any class of creditors;

(iii) become subject to any action or any legal procedure or any other step taken (including the presentation of a petition or the filing or service of a notice) with a view to establishing:

1) the User's or Small Scale User's insolvency or bankruptcy; or

2) its winding-up ("*cessazione di attività"*), dissolution ("*scioglimento*"), administration ("*procedura concorsuale*") or reorganisation ("*riorganizzazione*");

3) the appointment of a trustee, receiver, administrative receiver, liquidator, administrator or similar officer in respect of it or any of its assets,

and such action, procedure or step is not withdrawn or discharged within fourteen (14) Days after the User or Small Scale User, in the case of paragraph (2), became subject to it or, in the case of paragraphs (1) and (3), receives formal notice thereof or in the case of paragraphs (2) or (3), such action, procedure or step is instituted by the User or Small Scale User for the purposes of a fully solvent reorganisation;

(iv) enters into or receives formal notice of any adjudication, order or appointment as to its winding-up, dissolution, administration or reorganisation under or in relation to any of the proceedings referred to in Clause 5.3.2; or

(v) enters into or receives formal notice of any event or proceedings equivalent to winding-up ("*cessazione di attività*"), dissolution ("*scioglimento*"), administration ("*procedura concorsuale*") or reorganisation ("*riorganizzazione*") (by whatever name known) under the laws of any applicable jurisdiction which has an effect equivalent or similar to any of the events specified in Clause 5.3.2.

(g) any breach of the obligations arising from the Capacity Agreement or Small Scale Agreement that may cause damage to the Operating Company;

(h) the Small Scale User fails to the load the quantities of LNG which it owns on to the Small Scale Carrier.

An event or circumstance described in Clause 5.3.2.1a) shall not constitute a User's Default if such event or circumstance was caused by an Operating Company's Default.

5.3.2.2 Operating Company's Events of Default

Subject to Clause 5.3.2.2(b), the occurrence of any one of the following events, indicated by way of example and without limitation, constitutes an event of default with respect to the Operating Company (**Operating Company's Default**):

a) the Operating Company fails to pay the amounts due to the User or Small Scale User in accordance with the provisions of Chapter 5.2 for a period exceeding thirty (30) Days from the date on which such amounts fell due;

(b) the Operating Company has applied for a scheme of arrangement pursuant to articles 160 *et seq*. of Royal Decree no. 267 of 16 March 1942, or for a judicial moratorium pursuant to articles 187 *et seq*. of Royal Decree no. 267 of 16 March 1942;

(c) any breach of the obligations arising from the Capacity Agreement or from the award of Small Scale Slots that may cause damage to the User or Small Scale User.

An event or circumstance described in Clause 5.3.2.2a) above shall not be considered an Operating Company's Default if such event or circumstance was caused by a User's or Small Scale User's Default.

5.3.2.3 User's and Small Scale User's Default

The User recognises that in no case may the Operating Company's Default of its obligations to the User in its capacity as Small Scale User and in relation to the provision of the Small Scale Service be enforced by the User as an Operating Company's Default under the Capacity Agreement relative to the Regasification Service. In particular, in the event of the Operating Company's Default of its obligations to the Small Scale User in relation to the provision of the Small Scale Service, the User that has suffered the Operating Company's Default in its capacity as Small Scale User may not in any case (i) terminate the Capacity Agreement pursuant to article 1453 of the Italian Civil Code, (ii) suspend its fulfilment of its obligations in relation to the Regasification Service pursuant to article 1460 of the Italian Civil Code or (iii) in any way enforce the Operating Company's Default in order to release itself from, postpone, reduce or in any case limit the User's commitments and obligations in respect of the Operating Company in its capacity as the provider of the Regasification Service.

The User is liable in respect of the Operating Company in the event that the User defaults on its obligations as a Small Scale User and the User's Default on such obligations may be enforced in any way by the Operating Company including in the context of the Regasification Service, it being in particular understood that the Operating Company may (i) terminate the Capacity Agreement pursuant to article 1453 of the Italian Civil Code, (ii) suspend the fulfilment of its in respect of the User in relation to the Regasification Service pursuant to article 1460 of the Italian Civil Code or (iii) exercise every right envisaged for the benefit of the Operating Company by the Applicable Law or the Regasification Code in the event of a User's Default.

5.3.3 Right of Withdrawal and Termination

5.3.3.1 Withdrawal by the User

With the exception of cases of Force Majeure envisaged by Clause 5.3.4 and without prejudice to other specific provisions contained in this Regasification Code, the Continuous Capacity User may, subject to the provisions of Clause 5.3.4.4, withdraw from the Capacity Agreement at its own discretion, giving the Operating Company written notice at least one hundred and eighty (180) Days before the withdrawal takes effect. In the event of a withdrawal, the Continuous Capacity User will pay the Operating Company 80% of the Charges that would have been due to the Operating Company for the remaining duration of the Capacity Agreement for which the right of withdrawal has been exercised. Payment of such amounts to the Operating Company will constitute a condition of validity and effectiveness of the withdrawal itself.

A Continuous Capacity User that has been awarded Continuous Capacity pursuant to the allocation procedure envisaged by Clause 2.1.5.4 may not exercise the right of withdrawal envisaged by this Clause.

The regasification capacity that is the subject of withdrawal pursuant to this Clause will be offered by the Operating Company in the context of the subsequent allocation processes as Primary Capacity.

5.3.3.2 Termination

a) Subject to the provisions of Clause 5.3.2.3, upon the occurrence of an Operating Company's Default or a User's Default, as the case may be, the non-defaulting Party may, to the extent permitted by Applicable Law and unless, in the case of the default envisaged by Clause 5.3.2.1f), termination is prohibited by mandatory provisions of the country in which the User or Small Scale User resides or has its registered office, terminate the Capacity Agreement or the Small Scale Agreement by giving notice to the other Party.

b) Either Party may terminate the Capacity Agreement or the Small Scale Agreement by giving notice to the other Party in accordance with Clause 5.3.4.8.

c) The notice shall specify in reasonable detail:

(i) the Operating Company's Default ; or

(ii) the User's Default; or

(iii) if the termination is a termination for prolonged Force Majeure in accordance with Clause 5.3.4.8,

(iv) as the case may be, the party giving rise to the termination.

The Capacity Agreement or the Small Scale Agreement shall automatically terminate upon the date on which notice is properly served pursuant to the notice provisions set out in Clause 5.4.5 or on a later date as specified in the notice.

5.3.3.3 Waiver of Italian civil code rights

The User or Small Scale User expressly waives (i) its right to request the termination of the agreement due to supervening excessive onerousness envisaged by article 1467 Italian Civil Code since it accepts the risky nature of the Capacity Agreement or the Small Scale Agreement, (ii) its right to withdraw from the Capacity Agreement or the Small Scale Agreement envisaged by article 1660 Italian Civil Code in the event that, in order to implement the Regasification Service or Small Scale Service, it is necessary to make variations thereto and (iii) its right to request a review of the price envisaged by article 1664 Italian Civil Code in the event that, due to unforeseeable circumstances, there has been a variation of the Charges.

5.3.3.4 Non-retrospective nature of the withdrawal and the termination in respect of existing rights

Subject to Clause 5.3.3.5, the withdrawal, termination or expiry of the Capacity Agreement or the Small Scale Agreement will be without prejudice to the rights and obligations of the Parties that may have accrued prior to the date of termination or expiry and any rights and obligations of the Parties expressly stated or otherwise intended to survive termination or expiry including any continuing confidentiality obligations under Clause 5.4.4 and the obligation of the User or Small Scale User to pay the Charges.

5.3.3.5 User's Inventory

If the User's Inventory is greater than zero upon termination of or withdrawal from the Capacity Agreement or in the case of transfer or release and subsequent allocation of the whole regasification

capacity envisaged by Capacity Agreement, then to the extent necessary until the User's Inventory is reduced to zero subject to the User's obligations under Clause 3.4.2, the Operating Company shall redeliver the LNG envisaged by the User's Inventory through a redelivery profile determined by the Operating Company so as to ensure that the User's Inventory is reduced by such amount as is necessary to ensure that, after having complied with its obligations under Clause 3.4.2, the User's Inventory is equal to zero and that in no circumstances shall the redelivery profile of other Users be adversely affected by such arrangements. The Operating Company will redeliver such quantities of LNG even in the case in which the User concerned may use the Extended Storage Service, which will be deemed to be waived if they have not transferred ownership of the LNG in the User's Inventory at the same time as the transfer or release and subsequent allocation of the whole regasification capacity.

5.3.4 Force Majeure

5.3.4.1 Definition of Force Majeure

Force Majeure or **Force Majeure Event** means any event or circumstance, or any combination of events and/or circumstances, the occurrence and/or effect of which:

a) is beyond the reasonable control of the interested Party and which a Reasonable and Prudent Operator or a Reasonable and Prudent User, as the case may be, could not have avoided or prevented; and

b) causes or results in either Party (the **Affected Party**) being unable to perform (in whole or in part) or being delayed in performing any of its obligations owed to the other Party under the Capacity Agreement or the Small Scale Agreement,

but, for the avoidance of doubt, the following events or circumstances shall in no case constitute Force Majeure:

(i) in relation to the Operating Company, the User or the Small Scale User as the case may be, the breakdown or failure of plant or equipment of the Terminal, the LNG Carrier or the Small Scale Carrier, where applicable, caused by normal wear and tear or by a failure properly to maintain such plant or equipment, in each case in accordance with the standards of a Reasonable and Prudent Operator or Reasonable and Prudent User, as the case may be;

(ii) a Party's inability to finance its obligations under the Capacity Agreement or the Small Scale Agreement or the unavailability of funds to pay amounts, when due; or

(iii) changes in a Party's market factors, default of payment obligations or other commercial, financial or economic conditions.

iv) in relation to the User, any event, fact or circumstance, including adverse weather conditions outside the area surrounding the Terminal, that has occurred outside the perimeter of the Terminal delineated by the Delivery Point and the Redelivery Point;

v) as regards the Small Scale User or Complementary User, any event, fact or circumstance, including adverse weather conditions outside the area surrounding the Terminal, which has occurred beyond the flange where the Small Scale Carrier is loaded/unloaded.

5.3.4.2 Examples of Force Majeure

Subject to Clause 5.3.4.1, Force Majeure will include (the list shall be considered by way of example and limitation):

a) natural disasters or environmental conditions such as lightning, earthquake, volcanic eruption, hurricane, tornado, storm, fire, flood, landslide, soil erosion, subsidence, perils of the sea, washout, epidemic or other acts of God;

b) an act of the public enemy or terrorists or war declared or undeclared, threat of war, blockade, revolution, riot, insurrection, civil commotion, demonstration, sabotage or acts of vandalism;

c) strikes or any other industrial action or labour disputes involving, including indirectly, the Affected Party or its contractors, subcontractors, agents or employees thereby significantly affecting their ability to comply;

d) ionising radiation or contamination by radioactivity from any nuclear gas or nuclear waste, from the combustion of nuclear gas, radioactive toxic explosion or other hazardous properties or any explosive, nuclear assembly or nuclear component thereof;

e) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, articles falling from aircraft or the impact of satellites or aircraft or parts thereof;

f) Change in Law, or the failure to obtain, suspension or revocation of any Authorisation;

g) the breakdown or failure of, freezing of, breakage or accident to, or the necessity for making repairs or alterations to any facilities, plant or equipment or part thereof;

h) any failure, restriction, constraint (including where caused by planned or unplanned maintenance in connection with the National Transmission System) or discontinuance of the National Transmission System which prevents or restricts:

(i) the Operating Company from injecting Gas into the National Transmission System at the Redelivery Point; and/or

(ii) the User from accepting redelivery of Gas at the Redelivery Point; and/or

(iii) the Operating Company from accepting LNG due to a lack of Ullage in the storage tanks at the Terminal.

5.3.4.3 Performance during Force Majeure

a) Subject to Clauses 5.3.4.4 and 5.3.4.6, when and to the extent that performance of an Affected Party's obligations under the Capacity Agreement or the Small Scale Agreement is prevented or delayed by any circumstances of Force Majeure:

(i) such obligations of the Affected Party under the Capacity Agreement or the Small Scale Agreement shall cease for such period; and

(ii) it will not be considered to be in breach or default of any such obligations under the Capacity Agreement or the Small Scale Agreement.

b) Where the Affected Party is the Operating Company and the circumstances of Force Majeure result only in a partial reduction in its ability to provide the Regasification Service to any or all Users, the Operating Company shall allocate its remaining capability to provide the Regasification Service to the Users, such that where the Force Majeure Event is:

(i) due to the User's default, then the principles in Clause 3.4.1.10 shall apply; or

(ii) not due to the default of the User other than Complementary User, the Continuous Regasification Services other than those rendered to the Complementary User shall be reduced pro rata in accordance with the Users' Percentage Shares; or

(iii) is due to a default of the Complementary User, the Regasification Service shall only be provided to the latter once all measures to mitigate the effects of the Force Majeure event have been taken to the benefit of all other Users.

c) To the extent that an Affected Party has claimed relief for Force Majeure and is thereby relieved from performing any of its obligations under the Capacity Agreement or the Small Scale Agreement, the other Party shall be released from and shall not be considered to be in default to the extent it is unable to perform any of its corresponding obligations;

d) In the event that the Affected Party is the Operating Company, and the Force Majeure circumstances only give rise to a partial reduction of its capacity to provide the Small Scale Service to any or all of the Small Scale Users, the Operating Company will allocate the remaining capacity to provide the Small Scale Service to the Small Scale Users in proportion to the Small Scale Slot awarded in the period affected by the Force Majeure circumstance, with the exclusion of any Small Scale User that may have caused the reduction of the capacity to provide the Small Scale Service.

If a party is simultaneously acting as User and Small Scale User:

i) if a Force Majeure event compromises Operating Company's ability to perform exclusively its obligations in its capacity as provider of the Small Scale Service or compromises exclusively the Small Scale User's ability to fulfil its obligations in its capacity as a User of the Small Scale Service, without however compromising the fulfilment of their respective obligations under the Capacity Agreement in the part relating to the Regasification Service, the Party whose performance has been compromised by the Force Majeure event will not be classified as an Affected Party and may not use the relevant remedies envisaged by the

Regasification Code with regard to the Capacity Agreement and in relation to the Regasification Service;

ii) in the event that a Force Majeure event compromises Operating Company's ability to perform exclusively its obligations in its capacity as provider of the Regasification Service or compromises exclusively the Small Scale User's ability to fulfil its obligations in its capacity as a User, without however compromising the fulfilment of their respective obligations under the Small Scale Agreement in the part relating to the Small Scale Service, the Party whose performance has been compromised by the Force Majeure event will not be classified as an Affected Party and may not use the relevant remedies envisaged by the Regasification Code with regard to the Small Scale Agreement and in relation to the Small Scale Service.

5.3.4.4 User's and Small Scale User's rights and obligations

a) The User or Small Scale User shall continue to pay the sums owed in relation to the Charges during the period of Force Majeure where the User or Small Scale User is the Affected Party;

b) if the Operating Company is the Affected Party with reference to the event of Force Majeure envisaged by Clause 5.3.4.2h), the User shall continue to pay the Charges even during the period in which the Force Majeure event occurs. It being understood that the Transportation Service Charges shall be due until such time and to the extent to which they are requested by SRG from the Operating Company;

(c) in the event that the Operating Company is the Affected Party, for the entire duration of such period and until the declaration of Force Majeure is revoked, the User's or Small Scale User's liability for the payment of the Charges for the services affected by the event will be reduced in proportion to the actual provision of the Regasification Service or Small Scale Service.

5.3.4.5 Procedure for declaring a Force Majeure event

When claiming relief for a Force Majeure event, the Affected Party shall:

a) as soon as reasonably possible after the occurrence of the event or circumstance (or combination of events or circumstances) causing the failure to perform its obligations, notify the other Party of the occurrence of Force Majeure and, in the event that the User is also a Small Scale User, specify whether the Force Majeure event regards the Capacity Agreement and/or the Small Scale Agreement;

b) within ten (10) Business Days thereafter, provide a report giving reasonable details of the Force Majeure Event including the place thereof, the reasons why its obligations under the Capacity Agreement or Small Scale Agreement were and, if applicable, continue to be affected, the services affected and, if applicable, likely to be affected (in the case of the Operating Company) and, to the extent known or ascertainable, an estimate of the period of time required to rectify the circumstances causing the failure; and

c) keep the other Party informed, on an ongoing basis, of the status of the event or circumstances giving rise to such Force Majeur and of the actions being taken under Clause 5.3.4.7 and, in particular, immediately communicating to the other Party any information that is likely to impact the performance of obligations and the exercise of the rights of the other Party.

5.3.4.6 Revocation of declaration of a Force Majeure event

At any time during the period of Force Majeure, the Affected Party may elect not to claim any further relief from liability under Clause 5.3.4 by giving the other Party notice of such election.

5.3.4.7 Rectification of Force Majeure

Subject to the Parties' termination rights under Clause 5.3.4.8, from the declaration of a Force Majeure event under Clause 5.3.4.5 and for so long as such event is continuing and such declaration has not been revoked, the Affected Party shall take all steps reasonably necessary in accordance with the standards of a Reasonable and Prudent Operator (where the Operating Company is the Affected Party) or a Reasonable and Prudent User (where the User is the Affected Party) to restore its ability to perform its obligations under the Capacity Agreement or Small Scale Agreement, provided that the Affected Party shall not be required:

a) to breach, or to take any action that may lead to a breach of, any of its contractual obligations to third parties; nor

b) to settle any labour dispute, except in such manner as it shall in its own judgement consider fit.

5.3.4.8 Termination for prolonged Force Majeure

a) If the Operating Company has given notice, through one or more declarations, of one or more events, including consecutive and not concurrent events, which constitute cases of Force Majeure and such Force Majeure situation has continued (and the Operating Company has not revoked its declaration(s) of Force Majeure under Clause 5.3.4.6) for an overall period of twenty-five percent (25%) of the duration of the Capacity Agreement signed by the User and in any case not less than two hundred and forty (240) Days, following such period either Party may terminate the Capacity Agreement by giving notice to the other Party in accordance with Clause 5.3.3.2, unless the Operating Company has declared a Force Majeure event due to suspension or revocation of any Authorisation which is attributable to acts or omissions of any member of the User's Group, in such case the User may not terminate the Capacity Agreement.

(b) In the event that a User exercises its right to terminate the Capacity Agreement pursuant to Clause 5.3.4.8a) above, such User shall pay: an amount equal to the current net value (on the effective date of the termination) of the Transportation Service Charge that would have been due by such User in the event that the Capacity Agreement had not been terminated, starting from the effective date of the termination for the remaining duration (i.e. until the date of expiry indicated in such Capacity Agreement). The amount envisaged by this point c) will be calculated on the basis of the Transportation Service Charge applicable to such User on the effective date of such termination, without taking into consideration any adjustments or variations of the Transportation Service Charges that would or could have occurred at any time during the remaining duration of the Capacity Agreement.

c) In the event that the regasification capacity that has become available following the User's exercise of its right to terminate the Capacity Agreement pursuant to this Clause 5.3.4.8 and in relation to which such User has made the payments to the Operating Company envisaged by Clause 5.3.4.8(b) is subsequently reallocated, in whole or in part, to another User, the Operating Company will repay the original User the amounts of the Transportation Service Charge that such User has paid the Operating Company in relation to such reallocated regasification capacity as soon as the Operating Company has reallocated such regasification capacity to the new User;

d) If the Operating Company has given notice, through one or more declarations, of the occurrence of one or more events, including consecutive and non-concurrent events, which constitute cases of Force Majeure and such Force Majeure situation has lasted (and the Operating Company has not revoked its declaration(s) of Force Majeure pursuant to clause 5.3.4.6) for an overall period that is sufficient to limit the Small Scale Service intended for a Small Scale User by more than twenty-five percent (25%) of the service envisaged for the Gas Year, the Small Scale User may terminate the Small Scale Agreement, by giving notice to the other party in accordance with clause 5.3.3.2, unless the Operating Company has declared the occurrence of an event constituting a case of Force Majeure due to a suspension or revocation of any Authorisation ascribable to actions or omissions by any member of the Small Scale User's Group, in which case the Small Scale User will not be entitled to terminate the Capacity Agreement. Subject to the provisions of clause 5.3.3.4, subsequent to the termination, the Small Scale User will no longer be required to pay the Charges for the Small Scale Service that has been terminated.

Chapter 5.4 - GENERAL PROVISIONS

5.4.1 Applicable Law

The Regasification Code and the relationship between the Parties shall be governed by and interpreted in accordance with Italian Law, provided that the statutory rules governing international purchase (CISG 1980) shall be excluded.

5.4.2 Dispute Resolution

Any matter or dispute or difference of whatever nature howsoever arising under, out of or in connection with the Capacity Agreement and/or Small Scale Agreement (where admissible) and/or Regasification Code (together referred to as a **Dispute**) between the Parties shall be referred to the ARERA where an arbitration procedure will be activated in accordance with the procedures that will be determined through the regulation envisaged by article 2, paragraph 24, letter b), of Law no. 481 of 14 November 1995, in the event that such arbitration procedure is directly applicable to the Parties including without their consent. Until such time as such regulation is issued and such procedure may be accessed by the Parties, any Disputes will be regulated by the dispute resolution procedure set out in this Clause 5.4.2.

5.4.2.1 Reference to representatives

a) Where a Dispute between the Parties has not been resolved by amicable discussions, each Party may serve notice on the other Party setting out the material particulars of the Dispute and requiring that the dispute resolution provisions set out in this Clause 5.4.2.1 shall apply to resolve the Dispute (**Notice of Dispute**). The Party serving a Notice of Dispute, shall include in the Notice of Dispute the name and relevant qualifications of its senior representative that it has appointed to negotiate and settle the Dispute. The other Party shall within five (5) Business Days of the receipt of such Notice of Dispute (the **Date of Receipt**) appoint and notify the other Party of the name and relevant qualifications of its duly authorised senior representative who is appointed to negotiate and settle the Dispute.

b) The representatives shall meet within ten (10) Business Days after the Date of Receipt of the Notice of Dispute and shall attempt to resolve the Dispute and produce a written document setting out the terms of any settlement reached.

c) If the representatives so decide they may jointly suggest that the Dispute be referred to mediation. If the Parties agree, then the Dispute shall be mediated in Milan in accordance with the Centre for Dispute Resolution (**CEDR**) Model Mediation Procedures and the mediator shall be nominated by CEDR.

5.4.2.2 Failure by representatives to resolve the Dispute

If the Dispute is not resolved by the representatives appointed pursuant to Clause 5.4.2.1 or by mediation pursuant to Clause 5.4.2.1c) (as evidenced in either case by the signing of binding written terms of settlement) within fifteen (15) Business Days after the Date of Receipt of the Notice of Dispute (or such longer period as may be mutually agreed in writing by the Parties), then Clauses 5.4.2.3 and 5.4.2.4 shall apply as appropriate.

5.4.2.3 Expert determination

The provisions of this Clause 5.4.2.3 shall apply between the parties to a Dispute in circumstances where the Capacity Agreement or Small Scale Agreement or the Regasification Code (including, by way of example, pursuant to Clause 5.2.2.5) provide that the Dispute be referred to and resolved by an Expert appointed under this Clause 5.4.2.3 or where the parties to the Dispute agree that the Dispute may be referred to and determined by an Expert:

a) if a Dispute has not been resolved in accordance with Clauses 5.4.2.1 and 5.4.2.2 within fifteen (15) Business Days after the Date of Receipt of the Notice of Dispute (or such longer period as may be mutually agreed in writing by the Parties), then any party to a Dispute which is to be referred to and resolved by an Expert may give notice of reference of the Dispute to an Expert to each other party to the Dispute (setting out the material particulars of the Dispute and the issues to be resolved and a statement of the relief claimed) (**Notice of Expert Determination**).

b) if the identity of the Expert cannot be agreed by the parties to the Dispute within five (5) Business Days of the receipt of the Notice of Expert Determination, including in relation to the requirements of impartiality and independence of the latter, the parties to the Dispute agree that the Expert shall be appointed by the International Centre for Expertise in accordance with the provisions for the appointment of experts under the Rules for Expertise of the International Chamber of Commerce (the **Rules for**

Expertise of the ICC). The Secretariat of the ICC International Centre for Expertise shall appoint an individual with the appropriate education, experience and qualifications to resolve the Dispute and who is generally recognised by the relevant industry as an expert in the field or fields of expertise relevant to the Dispute, to act as the Expert for the purposes of resolving the Dispute.

c) the Expert will determine its own procedure including instructing professional advisors (if necessary) to assist the Expert in reaching its decision (the **Expert Determination**). This would apply whether or not the Expert is appointed by the ICC or whether or not the Expert determination proceedings are administered by the ICC.

d) as soon as practicable but in any case not later than ten (10) Business Days following the Expert's appointment, the parties to the Dispute shall submit to the Expert written representations in respect of the Dispute, together with all supporting documentation, information and other data, which representations shall be copied simultaneously to each party to the Dispute.

e) the parties to the Dispute shall co-operate with the Expert and comply with reasonable requests made by the Expert in connection with the conduct of the Expert Determination.

f) the Expert may at any time, and in its absolute discretion, request information from any of the parties to the Dispute and may make such other enquiries as the Expert may deem necessary for determining such Dispute.

g) all information submitted by a party to the Expert (and/or made available to any professional advisers appointed by the Expert in the course of the Expert Determination) in relation to the Dispute shall be and remain confidential (and shall be treated as such by the Expert and any such professional advisers appointed by the Expert), except that copies of all such information and data shall be supplied simultaneously to the other party or parties to the Dispute and such information and data shall be treated as confidential by each party to the Dispute; provided that (where more than one User is party to the Dispute) any such User may request the Expert to establish arrangements which shall allow the determination to proceed on the basis that certain commercially sensitive information is not disclosed by one such User to another User. The Expert shall consider such request but shall not be required to give effect to it.

h) the Expert determination process is private and confidential except in relation to enforcement or if required by law or for disclosure to advisors appointed by the Expert (on the basis that such parties are subject to the same confidentiality obligations).

i) all proceedings before the Expert shall be conducted in Italian and all documents submitted in connection with such proceedings shall either be in the same language or, if in another language, accompanied by a certified translation.

j) the Expert shall resolve the Dispute in such manner as the Expert shall in its absolute discretion see fit, including by making, if it deems appropriate, settlement proposals to be assessed by the parties of the Dispute and shall deliver its determination (which shall include the reasons therefore) in writing within twenty (20) Business Days of the Expert's appointment (or such longer period as may be mutually agreed by the parties to the Dispute and the Expert). If the Expert has not delivered its determination within such period and a party to the Dispute has issued a Notice of Arbitration under Clause 5.4.2.4a)(iv) the Expert determination proceedings shall cease. Save as provided in Clause 5.4.2.3n), any decision of the Expert shall be final and binding on the parties to the Dispute.

k) the Expert's determination shall be delivered in its capacity as an Expert and not as an arbitrator and, without prejudice to Clause 5.4.2.3n) the provisions of Clause 5.4.2.4 shall not apply to either the Expert Determination or the procedure by which it is reached.

l) where a Dispute has arisen due to a Change in Law or Change in Tax and the Dispute has been referred to an Expert, the Expert shall have the power to set aside, for the purposes of the issue of the Expert's Determination, the provisions of the Regasification Code, the Capacity Agreement or the Terminal Manuals which it deems incompatible with the supervening Change in Law or Change in Tax. The Operating Company will assess at its discretion whether due to the Change in Law or Change in Tax it is necessary to amend the Regasification Code, Capacity Agreement, Small Scale Agreement or Terminal Manuals.

m) the costs of the procedure to resolve or settle any Dispute shall be borne equally by each of the parties to the Dispute unless otherwise agreed by the parties involved.

n) the parties to the Dispute shall implement the Expert's determination within five (5) Business Days of it being received by them or within such other time as the parties to the Dispute may agree, provided always that where a Party alleges fraud or serious and manifest error and/or where a Party does not agree with the Expert Determination issued pursuant to Clause 5.4.2.3l), then that Party may commence arbitration proceedings within ten (10) Business Days of the Expert Determination being received by that Party (by referring the Dispute to arbitration in accordance with Clause 5.4.2.4), failing which the decision of the Expert shall be final and binding on the parties to the Dispute.

o) none of the parties to the Dispute shall call the Expert as a witness, consultant, arbitrator or expert in any litigation or arbitration in relation to the Dispute and the parties to the Dispute and the Expert shall agree as a condition of its appointment that the Expert shall not act in any such capacity without the written agreement of the parties to the Dispute.

p) the provision of Clause 5.4.2.7 shall apply in relation to joinder of any Related Dispute subject to an Expert determination process.

5.4.2.4 Arbitration

a) A Party may, by notice in writing to the other Party (**Notice of Arbitration**) require a Dispute to be finally settled by arbitration if:

(i) a Dispute that is not required to be resolved by Expert Determination has not been resolved in accordance with Clauses 5.4.2.1 and/or 5.4.2.2 within fifteen (15) Business Days after the Date of Receipt of the Notice of Dispute (or such longer period as may be mutually agreed in writing by the Parties); or

(ii) a Party alleges fraud or serious and manifest error in relation to an Expert determination in accordance with Clause 5.4.2.3n); or

(iii) a Party does not agree with the determination made by the Expert in accordance with Clauses 5.4.2.3l);

(iv) a Dispute is to be, or has been, referred to an Expert but no determination has been made within the time limits specified in Clause 5.4.2.3j); or

(v) a Dispute has arisen due to a Change in Law or Change in Tax and one Party does not agree to refer such Dispute to an Expert,

such arbitration to be conducted in accordance with the International Arbitration Rules of the Chamber of National and International Arbitration of Milan by three arbitrators (the **Tribunal**) appointed in accordance with those Rules. The seat of the arbitration shall be in Milan, Italy. The language of the arbitration shall be Italian. The governing law of the arbitration shall be Italian law. The Tribunal shall have the power to make such orders as to costs as it sees fit.

b) The award of the Tribunal shall be final and binding from the day it is made.

c) Save as provided in Clause 5.4.2.6 and in article 829 Italian Code of Civil Procedure, the Parties hereby waive any right to refer any question of law and any right of appeal on the law and/or merits to any national court.

d) The Parties undertake to keep confidential all awards in any arbitration, together with all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another party in the proceedings that is not otherwise in the public domain save and to the extent that disclosure may be required of a Party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority.

5.4.2.5 Performance to continue during the Dispute

Performance of the Capacity Agreement or Small Scale Agreement, to the fullest extent possible, shall continue during any dispute resolution proceedings in accordance with this Clause 5.4.2. No payment due or payable by any Party in accordance with the Capacity Agreement or Small Scale Agreement shall be withheld on account of a pending reference to any such Dispute resolution procedure.

5.4.2.6 Right to injunctive relief

The provisions of this Clause 5.4.2 are without prejudice to the right of a Party to request at any time injunctive relief in summary proceedings (*decreto ingiuntivo*) as well as interim cautionary measures (*provvedimenti cautelari*) before the competent court.

5.4.2.7 Joinder and consolidation

a) In this Clause 5.4.2.7 **Related Agreement** means any other agreement between the Operating Company and a User in relation to the provision of the Regasification Service or Small Scale Service.

b) In this Clause 5.4.2.7 **Related Dispute** means any dispute under any Related Agreement, which raises substantially the same or connected factual and/or legal issues as any Dispute under the Capacity Agreement or Small Scale Agreement.

c) If a Dispute arises under the Capacity Agreement or Small Scale Agreement at any time after the commencement of Related Dispute under a Related Agreement, the Parties agree that, on the written notice of any Party to the other Party, the Parties shall consider whether the Dispute which has since arisen may best be dealt with in consolidated arbitration proceedings together with the proceedings in respect of the Related Dispute. Should the Parties agree that the Dispute should be so determined, the Parties shall seek consent to join the Dispute and the Related Dispute from the Tribunal already appointed to hear the Related Dispute, and from the other parties involved in the Related Dispute (the **Existing Tribunal** and the **Existing Dispute Parties**). If permission for joinder is granted by the Existing Tribunal and the Existing Dispute Parties, the Parties and the Existing Dispute Parties shall agree in writing that their Dispute and Related Dispute shall be determined by way of consolidated arbitration proceedings under the reference of the Existing Tribunal which is already appointed to hear the Related Dispute. For this purpose the Parties agree to adhere to and consent to be bound by the arbitration agreement applicable to the Related Dispute and the International Arbitration Rules of the Chamber of National and International Arbitration of Milan.

d) If a Related Dispute arises under a Related Agreement at any time after the commencement of a Dispute under a Capacity Agreement or a Small Scale Agreement, the Parties agree that, on the written notice of any Party to the Related Dispute to the Parties, that such parties shall be allowed to join the arbitral proceedings in respect of the Existing Dispute where the Tribunal which is already appointed to hear the Existing Dispute considers it appropriate to agree to such joinder and consolidation of disputes.

e) In the event that there is any Dispute between the Parties as to whether a dispute is a Related Dispute for the purposes of this Clause 5.4.2.7, such Dispute shall be resolved by the Tribunal which is already appointed in respect of the Dispute or Related Dispute, as the case may be.

f) The Parties waive any and all rights to object to any award made by any Tribunal, whether appointed under the Capacity Agreement, Small Scale Agreement or under a Related Agreement, if that objection is based on the exercise of the joinder and consolidation provisions of this Clause 5.4.2.7.

g) Each of the Parties hereby undertakes to comply with any award of any Tribunal, whether appointed under the Capacity Agreement, Small Scale Agreement or a Related Agreement, without delay. Subject to article 829 Italian Code of Civil Procedure, the Parties also waive their right to any form of appeal or recourse to a court of law or other judicial authority on any question of fact or law.

h) The Parties agree that any award issued by any Tribunal, whether appointed under the Capacity Agreement, Small Scale Agreement or a Related Agreement, shall be final and binding on the Parties as from the date it is made. Without prejudice to Clause 5.4.2.4a), the Tribunal may make any award in relation to the costs of the Dispute and Related Dispute as it sees fit which shall be final and binding upon the Parties.

i) If there is a Related Dispute subject to an Expert determination process then the provisions referred to in Clauses 5.4.2.7a) to h) (inclusive) shall apply, *mutatis mutandis*, in relation to the Expert determination process save that references to arbitration or arbitral proceedings shall be construed as references to Expert determination or Expert determination proceedings, references to Tribunal shall be construed as references to the Expert.

5.4.2.8 Time limit for claims

Unless and to the extent required by Applicable Laws, no Party shall be entitled to refer any Dispute to an Expert or to refer any Dispute to arbitration or otherwise bring any claim, action or proceedings against the other Party under or in connection with the Capacity Agreement or Small Scale Agreement (and any such claim, action or right to bring proceedings shall lapse and be waived and cancelled in such circumstances) unless a Notice of Expert Determination or a Notice of Arbitration has been issued in respect of such Dispute in accordance with the provisions of Clauses 5.4.2.3a) or 5.4.2.4a), as the case may be, on or before the date falling twelve (12) months after the later to occur of:

a) the date on which the circumstances giving rise to such Dispute first occurred; or

b) if later the date upon which the Party seeking to bring a claim in respect of the Dispute becomes aware or could reasonably have been expected to have become aware of the circumstances giving rise to such Dispute.

5.4.3 Compliance with Laws, Authorisations and the Transportation Agreement

During the term of the Capacity Agreement or Small Scale Agreement each Party undertakes not to act in a manner which, to its knowledge, shall result in:

a) the non-compliance with, a risk of amendment or withdrawal of any Authorisation;

b) a breach of any Applicable Law or the terms of any applicable Authorisation; or

c) a breach of the Transportation Agreement,

5.4.4 Confidentiality

5.4.4.1 Confidentiality

For the term envisaged by Clause 5.4.4.3, each of the Parties shall:

a) keep confidential the terms of the Capacity Agreement, the Small Scale Agreement and all information, whether in written or any other form, which has been or is from time to time disclosed to it by or on behalf of the other Party to the Capacity Agreement in confidence or which by its nature ought to be regarded as confidential (**Confidential Information**); and

b) procure that its directors, officers, employees and representatives and those of its Affiliates or shareholders keep secret and treat as confidential all such Confidential Information.

5.4.4.2 Permitted disclosures

Clause 5.4.4.1 does not apply to information:

a) which, after the date of the Capacity Agreement or Small Scale Agreement, becomes published or otherwise generally available to the public, except in consequence of a wilful or negligent act or omission by the recipient Party in contravention of the obligations in Clause 5.4.4.1;

b) disclosed by a Party to its Affiliates or shareholders provided that (i) such disclosure is made for purposes pertaining to the Capacity Agreement or Small Scale Agreement, (ii) such Affiliates and shareholders have signed, prior to disclosure, an undertaking of confidentiality essentially equivalent to that envisaged by Clause 5.4.4.1 and that (iii) such disclosure does not breach any provision of the Applicable Law;

c) disclosed to the recipient Party by a third party who is entitled to divulge such Confidential Information and who is not under any obligation of confidentiality in respect of such Confidential Information;

d) disclosed to the extent required by any Applicable Law or by any Competent Authority to whose rules the Party making the disclosure or any Affiliate is subject provided that the Party disclosing the Confidential Information shall notify the other Party of the Confidential Information to be disclosed (and of the circumstances in which the disclosure is alleged to be required) as early as reasonably possible before such disclosure shall be made and shall take all reasonable action to avoid and limit such disclosure;

e) which has been collected and processed by the recipient Party independently and without any breach of the Applicable Law unless it has been collected in the performance of activities envisaged by the Capacity Agreement or Small Scale Agreement or by their implementation;

f) disclosed to a proposed bona fide transferee or assignee of the whole or part of the disclosing Party's interest under the Capacity Agreement or Small Scale Agreement, subject to the undertaking of an obligation of confidentiality essentially equivalent to that envisaged by Clause 5.4.4.1;

g) disclosed to a party interested in acquiring a holding in the corporate capital of the disclosing Party, subject to the undertaking of an obligation of confidentiality essentially equivalent to that envisaged by Clause 5.4.4.1;

h) disclosed to a bank, other financial institution or bond investors or underwriters or any party in relation to a potential securitization in connection with efforts by that Party or an Affiliate to obtain funds,

or to document any loan to or security granted by that Party or an Affiliate or in connection with any bond issue or securitization, subject to the undertaking of an obligation of confidentiality essentially equivalent to that envisaged by Clause 5.4.4.1;

i) to the extent that the Confidential Information is properly and reasonably required by any adviser, auditor, consultant, expert, contractor or subcontractor who is employed or retained by (or whose employment or retention is being considered by) that Party or by the bank or other financial institution or entity referred to in Clause 5.4.4.2h) and whose function requires them to have the Confidential Information, subject to the undertaking of an obligation of confidentiality essentially equivalent to that envisaged by Clause 5.4.4.1;

j) disclosed to a supplier or potential supplier of LNG that is to be Unloaded into the Terminal for purposes reasonably necessary for such supply, subject to the undertaking of an obligation of confidentiality essentially equivalent to that envisaged by Clause 5.4.4.1;

k) to the extent that the Confidential Information is properly and reasonably required by any Party to resolve a dispute or disputes arising in connection with the provision and/or receipt of the Regasification Service and/or the Small Scale Service at the Terminal, subject to the undertaking of an obligation of confidentiality essentially equivalent to that envisaged by Clause 5.4.4.1;

l) disclosed to any applicable tax authority to the extent required by a legal obligation;

m) disclosed, subject to the consent of the other Party (which may not be unreasonably withheld), to the extent reasonably required to assist the settlement of the disclosing Party's tax affairs or those of any of its shareholders or any other person under the same control as the disclosing Party;

n) which the Recipient Party can prove that the Confidential Information was already known to it before its receipt from the disclosing Party; or

o) disclosed by a Party with the prior approval of the other Party, which approval shall not be unreasonably withheld or delayed.

5.4.4.3 Duration of confidentiality

The provisions of this Clause 5.4.4 shall survive any termination or expiry of the Capacity Agreement or Small Scale Agreement or transfer by the User of all of the User's rights and obligations under the Capacity Agreement or Small Scale Agreement for a period of ten (10) years after such termination, expiry or transfer.

5.4.5 Notices

5.4.5.1 Serving of Notices

Except as otherwise provided in the Terminal Manuals, any notice to be given by one Party to the other Party under or in connection with the Capacity Agreement or Small Scale Agreement shall be in writing and in accordance with the requirements of Clause 5.4.5. Such notice may be served in the forms and by the means of communication envisaged by the Capacity Agreement or Small Scale Agreement, respectively, and in each case marked for the attention of the relevant person specified in the Capacity Agreement or Small Scale Agreement, respectively, (or as otherwise notified from time to time in accordance with Clause 5.4.5.2). Any notice so served by hand, fax, courier or certified electronic mail shall be deemed to have been duly given:

a) in the case of delivery by hand, pre-paid recorded delivery, special delivery, registered post or courier, when delivered; or

b) in the case of fax and/or by e-mail, at the time of transmission,

provided that in each case where delivery by hand, by fax, by e-mail, pre-paid recorded delivery, special delivery, registered post or courier, occurs after 18:00 hours on a Business Day or on a Day which is not a Business Day, service shall be deemed to occur at 09:00 hours on the next Business Day.

5.4.5.2 Changes to notice details

A Party may notify the other Party of a change to its name, relevant addressee, address, fax number or certified email address and such notice shall only be effective on the fifth (5^{th}) Business Day following the delivery of the notice regarding the changes or, if later, on the date expressly indicated in the notice regarding the changes.

5.4.5.3 Language

a) All notices and other documents delivered under or in connection with the Capacity Agreement or Small Scale Agreement shall be in the Italian language or, if required by Applicable Law in any other language, accompanied by a translation into Italian.

b) Subject to Clause 5.4.5.3a), in the event of any conflict between the Italian wording of any notice and the wording of any notice in any other language, the Italian text shall prevail, unless a notice or document is required by Applicable Law to be in another language in which case that other language shall prevail.

5.4.6 Third Party Rights

The Capacity Agreement and the Small Scale Agreement do not assign rights to third parties to enforce or rely on any of their provisions.

5.4.7 Severability

If any provision of the Capacity Agreement and/or Small Scale Agreement shall be found by any Competent Authority to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of the Regasification Code and/or Capacity Agreement and/or Small Scale Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

5.4.8 Management of service emergencies

In order to deal with emergency situations (including fire, leakage of liquids or flammable gas) which may interfere with the operation of the Terminal, and which may have effect on the safety of persons, property, or the environment, the Operating Company has adopted an internal emergency plan.

In light of the legal status of the Ship Owner of the Terminal and of the technical/operational management activities assigned to it, responsibility for the implementation of the internal emergency plan and the activation of the external emergency plan lies with the latter.

The internal emergency plan which sets out the actions that the personnel of the Ship Owner of the Terminal are to take during emergency situations, is in accordance with the provisions set out in Legislative Decree no. 105/2015 (Seveso III), and in accordance with Presidential Decree no. 435 of 8/11/1991 (SOLAS), EU Regulation no. 336 of 15/02/2006 in relation to the management system in accordance with the IMO Code

5.4.8.1 Service Emergencies

The emergency events that are covered in the internal emergency plan may be the following:

Emergency: an anomalous and dangerous occurrence, arising from internal or external causes, that calls for immediate action in order to prevent damage to people, environment and the Terminal.

Accident: any undesired event that may cause damage to people, environment and/or the Terminal.

Major Incident: an occurrence such as an emission, fire, or large-scale explosion resulting from a series of uncontrollable events, and which could constitute a serious danger to human health and/or the environment, whether immediate or future, inside or outside the Terminal, and involving one or more dangerous substances.

5.4.8.2 Objectives of the interventions

The emergency procedures provide details of the staff present on the Terminal and on land with regard to the suitable measures to be adopted for each type of emergency. The objectives of the internal emergency plan are:

a) to monitor and report the incident so as to minimise its effects and limit any damage to persons, the environment and property;

b) to take any necessary steps to protect persons and the environment from the consequences of a major incident;

c) inform to an adequate degree the staff on board and the Competent Authorities;

d) return the situation to normal and, if necessary, proceed with a remediation of the environment following the incident in question.

5.4.8.3 Levels of emergency of the internal emergency plan

The internal emergency plan envisages the following levels of alarm:

a) **General alarm**: such alarm shall be given for any emergency situation and indicates immediate danger to human life, the Terminal, its machinery, the cargo or the environment. The situations that cause such type of alarm are, by way of example, listed below:

- Person (s) overcome by asphyxia;
- Collision;
- Helicopter crash;
- Pollution
- Major Incident

b) **Fire:** such alarm must be given in case of fire on board the Terminal;

c) **Man Overboard:** such alarm must be given when someone has fallen into the sea;

d) **Abandon ship** implies a situation which can no longer be controlled and which will give rise to "ABANDON SHIP" wherefore the crew and visitors have to be summoned to the life boat muster stations and abandon the Terminal.

e) **Release of Methane Gas and toxic substances**

f) **Pollution**

g) **ISPS Code (**The International Ship and Port Facility Security Code**)**

The alarm system utilizes 7 different sound alarms for the relevant emergencies, each of which has a different tone and frequency.

The end of the state of emergency is declared by the Terminal Manager

Available documentation: The technical documentation, useful for dealing with and resolving the emergency situation (such as the procedures for the safe operation and the restarting of the facilities) is available in the central control room.

5.4.8.4 Communications in case of emergency

In case of emergency, in addition to activating the procedures to resolve the emergency, the Terminal Manager or his/her deputy will make the following communications:

- informing the O&M-Contractor's person in charge on land, who is responsible for contacts with third parties (Operating Company and Competent Authorities) of the emergency;
- informing the Harbour Master of Livorno of the emergency;
- informing the support ships (the LNG guardian and, if necessary, the tugs) of the emergency;
- informing Snam Rete Gas and the LNG Carrier and/or the Small Scale Carrier (if present) of the emergency.

The O&M- Contractor's person in charge on land is responsible for organising the emergency on land and communicating with the Operating Company and the Competent Authorities, if necessary activating the external emergency plan.

In case of a Major Incident, the Operating will send all the written communications required and envisaged by Legislative Decree no. 105/2015 (Seveso III).

5.4.8.5 Information in relation to emergencies

The Operating Company will keep track of a various fundamental details of such emergencies, such as:

- type of emergency;
- date/time of the event;
- description of the component of the facility affected by the emergency;

- any recorded emissions of gas/LNG;
- description of the event and its causes;
- the entity requesting the intervention (third parties and O&M-Contractor);

The Operating Company shall provide the ARERA by 31st December of each year with a summary note containing the main information regarding the service emergencies which took place at the Terminal during the previous Gas Year.

5.4.9 Administrative liability

The User or Small Scale User acknowledges that it is aware of Legislative Decree 8 June 2001 no. 231, as subsequently amended, concerning the administrative liability of legal persons, the provisions of the Operating Company's Organisational Model, including the Ethics and Conduct Code and the contents of the Value Chart, of the major incidents prevention policy and the Operating Company's HSEQ Policy (also available on the website) in relation to the activities envisaged by this Regasification Code and with which the User agrees to fully comply.

In particular the User or Small Scale User undertakes to act in compliance with the aforementioned Ethics and Conduct Code and with the Organisational Model, to the extent that they are applicable, and to act in such a way that there will be no risk that the Operating Company may be sanctioned pursuant to the Legislative Decree 231/2001, it being clear that full compliance with the provisions stated therein is essential to the Operating Company