



Annex 2

PGR Participation Agreement

Agreement for participation in the PGR as per Article 12, para. 12.1 b) of the Rules governing the platform for the management of gas release allocation procedures

BETWEEN

Gestore dei Mercati Energetici S.p.A., having its registered office in Viale Maresciallo Pilsudski 122–124, 00197 Rome, Italy, taxpayer's code and VAT number 06208031002 (hereafter GME),

AND

(*name and surname*) ... /*the company/other* ... (*company name or registered name*),
residing in/having its registered office in ... (*address*),
taxpayer's code ..., VAT number ...
represented by ..., in his/her capacity of ... (hereafter Contracting Party),

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

WHEREAS

- A. GME is the company (*società per azioni*) that was established under article 5, para. 1 of Legislative Decree no. 79 of 16 March 1999. GME organises and manages, among others, the platform for the management of gas release allocation procedures (hereafter PGR), which is aimed at implementing the gas release allocation procedures referred to in article 16, para. 8 of Law Decree no. 17 of 1 March 2022, converted into Law no. 34 of 27 April 2022, as replaced by article 2 of Law Decree no. 181 of 9 December 2023, converted into Law....;
- B. GME issued the Rules governing the platform for the management of gas release allocation procedures (hereafter Rules), i.e. the provisions regarding its organisation and operation;
- C. *Gestore dei Servizi Energetici – GSE S.p.A.* (hereafter GSE) is the company (*società per azioni*) that was established under article 3, para. 4 of Legislative Decree no. 79 of 16 March 1999 and article 1, paras. 1 a), b), c), and 3 of Decree of the President of the Council of Ministers of 11 May 2004, published in *Gazzetta Ufficiale, Serie Generale* no. 115 of 18 May 2004. GSE is vested, among others, with the performance of the activities referred to in article 16 of Law Decree no. 17 of 1 March 2022, converted into Law no. 34 of 27 April 2022, as replaced by article 2 of Law Decree no. 181 of 9 December 2023, converted into Law....;
- D. Under article 12, para. 12.1 b) of the Rules, a party intending to participate in the PGR shall submit to GME a signed copy of *Contratto di adesione alla PGR* (PGR participation agreement, hereafter Agreement);
- E. the Technical Rules referred to in article 4 of the Rules shall be published on the website of GME and, unless otherwise specified, they shall take effect as of the date of their publication;

NOW, THEREFORE,

the Parties agree as follows:

Article 1

Scope of the Agreement and Validity of the Preamble

- 1.1 This Agreement defines:
 - a) the Contracting Party's rights and obligations towards GME;
 - b) the terms and conditions on which GME shall provide its services in connection with allocation procedures on the PGR (hereafter Services).
- 1.2 The Preamble shall be an integral and essential part hereof.

Article 2
Obligations of the Contracting Party

- 2.1 The Contracting Party declares that he/she is aware of and accepts, without any condition or reservation, the Rules, as they result from the applicable legislation. The Contracting Party also declares that he/she fully understands GME's support information system (hereafter System) in its present configuration or that, in any event, he/she undertakes to do so.
- 2.2 The Contracting Party undertakes:
- a) to comply with the Rules and the Technical Rules and to keep himself/herself updated with any amendments thereto. It is understood that, where the Contracting Party does not intend to accept any amendments and additions to the Rules and to the Technical Rules, he/she may withdraw herefrom, giving notice according to the procedures and to the address specified in article 8, para. 8.6 below. Fifteen days after the entry into force of such amendments and additions, if the Contracting Party has not given notice of his/her intent to withdraw herefrom, such amendments and additions shall be assumed to have been tacitly accepted. Any submission of orders into the PGR before the end of the above period shall be understood as tacit acceptance of the new terms and conditions. In no event may such changes constitute a valid reason for the Contracting Party to default on obligations acquired on the PGR;
 - b) to adopt technological systems that are suitable for the activities related to allocation procedures and compatible with the System, as well as to update them as a result of any change as GME may make to the same System;
 - c) to employ personnel with adequate professional skills and competence in the use of the technological systems referred to in subpara. b) above;
 - d) to notify GME timely – and, where possible, in good time for GME to make any corrective action as may be necessary to ensure the proper operation of the PGR – of any problem or operational malfunction of a technical nature, or any other event which has resulted or might result into failure to provide or incorrect provision of the Services. In particular, the Contracting Party shall notify GME with the maximum speed and according to the procedures specified in article 8, para. 8.6 below, of the occurrence of any event actually or potentially dangerous for the integrity and security of the System (including but not limited to theft of confidential documents regarding access to the System or unauthorised access to the Contracting Party's premises where such documents are kept);
 - e) to cooperate with GME, or with third parties designated by GME, also permitting access of their employees or assistants to the Contracting Party's premises for carrying out any operations on the Contracting Party's hardware and software as may be necessary to ensure the proper functioning of the PGR. It is understood that, pursuant to article 2049 of the Italian Civil Code, GME shall be liable for any damage caused upon such operations;
 - f) to respect GME's rights of ownership on the data transmitted through the System and on the trademarks registered or used by GME, as well as GME's or third-party suppliers' rights of ownership on the software programs used for the provision of the Services;
 - g) to maintain confidentiality and privacy as regards the devices referred to in article 4, para. 4.1 below, and use them, or permit their use by specifically designated parties, solely for accessing the PGR and carrying out activities related to allocation procedures thereon. The Contracting Party shall thus be liable for any unauthorised access to the PGR by third parties and hold GME harmless against any damage or danger to the integrity or security of the System that may result from the negligence of the Contracting Party or of his/her personnel in the safekeeping of such devices.

- h) to timely ask GME to disable the devices referred to in subpara. g) above and to assign new or different devices whenever the Contracting Party has reason to believe that unauthorised parties may make an improper use thereof;
 - i) to hold GME harmless against any damage or cost as GME may incur, also as a result of actions of third parties, caused by the actions or conduct of the Contracting Party, as well as of his/her personnel members, assistants, and consultants, if any, in breach of this Agreement, of the Rules, and of the Technical Rules, as well as of any other legislative provision or regulation, or instruments and provisions issued by GME or the relevant authorities.
- 2.3 The Contracting Party shall authorise GME to transmit to GSE the information pertaining to him/her in connection with the allocation procedures carried out on the PGR.

Article 3 GME's Services

- 3.1 GME shall supply the Services to the Contracting Party in compliance with this Agreement, the Rules, and the Technical Rules. The obligations of GME as regards the supply of the Services shall constitute "obligations of means".
- 3.2 GME shall give the Contracting Party the necessary cooperation for access to the System, namely in accordance with what is specified in the Technical Rules. It is understood that the carrying out of activities and the provision of the necessary means of access shall be the exclusive responsibility and at the sole expense of the Contracting Party.
- 3.3 GME may change technical, functional, operational, and administrative procedures for the supply of the Services, as a result of amendments or additions to the Rules or Technical Rules.
- 3.4 Without prejudice to what is provided for in the Rules and Technical Rules, if the supply of the Services is interrupted, suspended, delayed, or subject to malfunctions caused by technical problems with the System, GME shall do whatever is necessary to overcome such inconveniences. It is understood that, if the aforesaid events result from technical problems with the hardware or software used by the Contracting Party to access the System, the Contracting Party shall eliminate the relative causes with the maximum speed. GME and the Contracting Party shall cooperate, within the scope of their responsibilities, to identify the causes of interruptions, suspensions, delays or malfunctions and to restore the proper operation of the System as soon as possible.
- 3.5 GME shall be responsible for the correct processing and transmission of data and information entered by third parties into the System or arising on the PGR. GME and the Contracting Party agree that GME's obligations shall not include the checking of the truthfulness, accuracy, and completeness of data and information provided by third parties and made available to the Contracting Party as part of the provision of the Services.
- 3.6 GME and the Contracting Party agree that GME shall not be responsible for non-functioning or malfunctioning of lines of telecommunication (for example, telephone lines), as well as of access to the internet.
- 3.7 The Contracting Party agrees that GME may resort to third parties, designated by GME itself, for the supply of the Services, while it is understood that in any event the contractual relationship shall be established exclusively between the Contracting Party and GME.
- 3.8 GME undertakes to respect the Contracting Party's rights of ownership on the data transmitted through the System and on the trademarks registered or used by the Contracting Party and made known to GME.
- 3.9 GME shall hold the Contracting Party harmless against any damage or cost as the Contracting Party may incur, also as a result of actions of third parties, caused by the actions or conduct of GME or of its personnel members, assistants, or consultants in the management and supply of

the Services that are in breach of this Agreement, the Rules and the Technical Rules, as well as of any other legislative provision or regulation applicable hereto.

Article 4
Means of Access to the System

- 4.1 To access the System, the Contracting Party shall use the technical security devices indicated by GME, such as, for example, the user code together with password, smart card, or other means of strong authentication.
- 4.2 Access to the System shall take place in compliance with the provisions set forth in the Technical Rules.

Article 5
Limitation of Liability, Force Majeure, and Fortuitous Events

- 5.1 Without prejudice to what is provided in the Rules, GME shall, in carrying out the Services, be liable for damages of a contractual and extra-contractual nature, exclusively when they constitute the immediate and direct consequence of wilful misconduct or gross negligence and, in the latter case, are predictable upon the date of signature of this Agreement. The Parties agree that there shall be no obligation of compensation for damages that are an indirect or unpredictable consequence of the conduct of GME, including but not limited to damages resulting from the loss of business opportunities, customers, or profits.
- 5.2 The Contracting Party shall notify GME, under penalty of lapse, of any claim for damages relating to the supply of the Services within and no later than fifteen working days of the day on which the Contracting Party has come to know, or should have known using proper diligence, the occurrence of the damaging event, providing at the same time a detailed report of the circumstances of the damaging event and of the damage so produced. The documents in support of the claim shall be transmitted to GME within and no later than twenty working days of the day on which the Contracting Party has come to know, or should have known using proper diligence, the occurrence of the damaging event.
- 5.3 GME and the Contracting Party shall not be liable for default due to force majeure, fortuitous cases, or events beyond their control, including but not limited to wars, uprisings, earthquakes, floods, fires, strikes, interruptions in electricity supply or in the operation of dedicated data transmission lines making part of the System, when such interruptions are exclusively the fault of third parties.
- 5.4 GME shall not be liable for any damage suffered by the Contracting Party and/or third parties, if GME receives from GSE an appropriate request to cancel, suspend, or revoke a gas release allocation procedure already carried out or being carried out.
- 5.4 GME may, in cases of force majeure or fortuitous events, and, in general, in all cases where the activities of the Contracting Party may damage the integrity or security of the System, suspend access to the System without requiring any prior notification of the circumstances giving rise to the suspension.

Article 6
Duration

- 6.1 This Agreement shall be executed by and upon the signature of the Contracting Party and the receipt of its original copy by GME. Its duration shall be unlimited. The Agreement shall take effect after GME has successfully verified the completeness and correctness of the documents submitted by the Contracting Party and the fulfilment of the requirements for admission of the Contracting Party to the PGR. GME shall notify the Contracting Party of the outcome of the above verifications as per article 14 of the Rules.

6.2 This Agreement shall cease to have effect upon the occurrence of one of the following events:

- a) exclusion of the Contracting Party from the PGR;
- b) total disabling of the System as a result of amendments to the applicable provisions;
- c) Contracting Party's withdrawal herefrom.

6.3 The dissolution of the Agreement under this article shall not impair any other right of either party under the Agreement or the generally applicable legislation, and any right or obligation of either party that has already arisen upon the date of dissolution.

Article 7 Termination

7.1 Any loss for whatever reason of the status of participant, as acquired in accordance with article 14 of the Rules, shall constitute reason for *de jure* termination of this Agreement pursuant to article 1456 of the Italian Civil Code.

Article 8 General Clauses

8.1 The invalidity or nullity of one or more of the clauses of this Agreement shall not impair the validity of the remaining clauses, which shall retain in any event their full force and effect.

8.2 This Agreement and the rights and obligations of the Parties resulting herefrom shall not be assigned to third parties unless otherwise specified herein.

8.3 Without prejudice to the provisions of article 5, para. 5.2 above, failure or delay by either Party to exercise one of the rights arising herefrom shall not represent a waiver of such rights.

8.4 Except as provided in article 2, para. 2.2 a) above, any amendment hereto shall be made in writing.

8.5 For the purposes of this Agreement, the Parties elect domicile at the following addresses:
- *Gestore dei Mercati Energetici S.p.A.*, Viale Maresciallo Pilsudski 122–124, 00197 Rome, Italy;
- ...
(address)

9.6 Any communication or notification to be made in accordance herewith shall be made in writing and delivered by hand or by courier, or sent by registered letter with return receipt, or by e-mail with acknowledgment of receipt, or by certified e-mail, to the following addresses:
- *Gestore dei Mercati Energetici S.p.A.*, Viale Maresciallo Pilsudski 122–124, 00197 Rome, Italy; e-mail address: info@mercatoelettrico.org, gme@pec.mercatoelettrico.org
- ...
(address)
certified e-mail address ..., e-mail address ...

9.7 Communications shall be deemed to have been received upon the date of signature of their receipt of delivery if delivered by hand, or when they reach the receiver's address if sent by registered letter with return receipt, or upon the date of receipt of the acknowledgement of receipt if sent by e-mail, or upon the date of receipt of the receipt of delivery if sent by certified e-mail.

Article 9 Governing Law

9.1 This Agreement shall be governed by the Italian law.

Article 10
Disputes

- 10.1 Any dispute arising between GME and the Contracting Party in connection herewith shall be settled in accordance with the provisions contained in Title IV of the Rules, which shall be deemed to be fully referred to and transcribed herein.

The Contracting Party

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For the purposes and effects of articles 1341 and 1342 of the Italian Civil Code, I hereby specifically approve the following clauses of this Agreement: article 2.2 a) (Rules, Technical Rules, and amendments thereto); article 2.2 g) (liability for unauthorised access to the platform); article 2.2 i) (hold harmless clause); article 5 (limitation of liability, lapse, suspension of the service); article 6 (cessation of the effects of this Agreement); article 7 (termination); article 8.2 (no assignment); article 9 (governing law); and article 10 (disputes).

The Contracting Party

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Rome,(date)