



**RULES GOVERNING  
THE PLATFORM FOR THE MANAGEMENT OF  
GAS RELEASE ALLOCATION PROCEDURES<sup>(\*)</sup>  
(GAS RELEASE PLATFORM - PGR)**

*Entered into force on ..... 2024*

*(\*) Please note that this translation is provided for convenience only. In case of discrepancies, the Italian text shall govern.*

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## TITLE I GENERAL PROVISIONS

### **Article 1** **Text and Annexes**

- 1.1 This document and its annexes, which are an integral and essential part thereof, lays down the rules (hereafter Rules) governing the organisation and operation of the platform (hereafter PGR) for the management of gas release allocation procedures referred to in article 16, paragraph 8 of Law Decree no. 17 of 1 March 2022, as replaced by article 2 of Law Decree no. 181 of 9 December 2023, converted into Law no..... .

### **Article 2** **Definitions**

- 2.1 In these Rules:
- a) ARERA shall mean *Autorità di Regolazione per Energia, Reti e Ambiente* (Regulatory Authority for Energy, Networks and Environment), established under Law no. 481 of 14 November 1995;
  - b) Alphanumeric identification code of the allocation procedure shall mean the alphanumeric sequence uniquely identifying an allocation procedure on the PGR;
  - c) Participant's identification code shall mean the alphanumeric sequence uniquely identifying a PGR participant;
  - d) Law Decree 181/2023 shall mean Law Decree no. 181 of 9 December 2023 regarding *urgent provisions on Italian energy security, promotion of the use of renewable energy sources, support to energy-intensive companies, and reconstruction of areas hit by the catastrophic floods that have occurred since 1 May 2023*, converted into Law no.....;
  - e) Law Decree 17/2022 shall mean Law Decree no. 17 of 1 March 2022 regarding *urgent measures to limit the costs of electricity and natural gas costs, to develop renewable energy, and to relaunch industrial policies*, converted into Law no. 34 of 27 April 2022, as subsequently amended and supplemented;
  - f) Exclusion from PGR shall mean the loss of the status of PGR participant;
  - g) Working day shall mean a day from Monday to Friday, with the exception of holidays recognised by the State for all civil purposes, and any other days indicated in the Technical Rules;
  - h) GSE shall mean *Gestore dei Servizi Energetici – GSE S.p.A.*, the company (*società per azioni*) established under article 3, paragraph 4 of Legislative Decree 79/99 and article 1, paragraphs 1 a), b), and c), as well as 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, *inter alia*, with the performance of the activities referred to in article 16 of Law Decree 17/2022;

- i) GME shall mean *Gestore dei Mercati Energetici S.p.A.*, the company (*società per azioni*) that is vested, among others, with the economic management of the electricity market under article 5 of Legislative Decree 79/99, with the economic management of the natural gas market under article 30 of Law no. 99 of 23 July 2009, and with the organisation and operation of a platform for the management of gas release allocation procedures in compliance with article 16, paragraph 8 of Law Decree 17/2022, as well as with these Rules;
- j) Buy order shall mean a purchase order submitted by a user authorised to participate in the PGR and containing the information required for its execution;
- k) Sell order shall mean a sale order, notified by GSE to GME, containing the information required to allocate the gas volumes of the holders of production concessions referred to in article 16 of Law Decree 17/2022 through allocation procedures on the PGR,
- l) Valid order shall mean a buy order submitted in accordance with the procedures and within the time limits covered by these Rules;
- m) Participant shall mean an organisation or an individual authorised to operate on the PGR;
- n) PGR shall mean the IT platform organised and managed by GME to carry out the gas release allocation procedures referred to in article 16, paragraph 8 of Law Decree 17/2022;
- o) Sale price shall mean the price of sell orders, specified by GSE for the allocation of gas volumes, whose amount is defined in article 16, paragraph 7, of Law Decree 17/2022;
- p) Allocation procedure shall mean the procedure through which GSE allocates natural gas volumes on the PGR in compliance with article 16, paragraph 8, of Law Decree 17/2022;
- q) Sitting shall mean the time interval within which buy orders should be submitted by participants in order to be considered as valid;
- r) Session shall mean the set of activities that are directly related to receiving and processing orders, as well as determining the corresponding results of allocation procedures;
- s) Suspension of a participant from the PGR shall mean the temporary prohibition for a PGR participant to participate in the PGR;
- t) Authorised user shall mean a participant, i.e. a gas-intensive industrial final customer, acting also in aggregated form, as defined in article 16, paragraph 8 c), no. 1 of Law Decree 17/2022, or a final customer other than a gas-intensive industrial final customer, as defined in article 16, paragraph 8 c), no. 2 of Law Decree 17/2022, designated by GSE and authorised to submit buy orders upon allocation procedures.

**Article 3**  
**General Principles and Amendments to these Rules**

- 3.1 GME shall exercise its functions in transparent and non-discriminatory ways.
- 3.2 GME shall put in place an organisational structure suitable for preventing real or potential conflicts of interest, and procedures for monitoring compliance both with these Rules and with the Technical Rules of the PGR.
- 3.3 The conduct of participants shall be based on common principles of good faith and fair dealing.
- 3.4 GME may propose amendments and additions hereto and make them known by posting them on its website. Any amendments and additions hereto shall enter into force upon the date of their publication, and, at the same time, they shall be notified to the Ministry of Environment and Energy Security.

**Article 4**  
**Technical Rules**

- 4.1 The implementing and procedural provisions hereof shall be set out in the Technical Rules (*Disposizioni Tecniche di Funzionamento - DTF*). In formulating the Technical Rules, GME shall adopt criteria of neutrality, transparency, objectivity, and competitiveness among Participants.
- 4.2 The Technical Rules shall be posted on GME's website and, unless otherwise specified, they shall become effective as of the date of their publication.

**Article 5**  
**Units of Measurement and Rounding off**

- 5.1 For the purposes of the PGR, GME shall adopt the units of measurement indicated in the Technical Rules.
- 5.2 For the purposes of the PGR, all figures shall be rounded off according to the mathematical criterion. In particular, figures shall be rounded up or down to the nearest last decimal allowed and, if the result is halfway, they shall be rounded up.

**Article 6**  
**Access to GME's Information System**

- 6.1 Access to GME's information system shall take place through the internet, in compliance with the procedures and within the time limits defined in the Technical Rules, or by any other means as defined therein.

**Article 7**  
**Information about the PGR**

- 7.1 The aggregated data and results of allocation procedures on the PGR shall be of public domain and posted on GME's website. Participants shall have access to the data and results of the PGR that directly concern them.
- 7.2 Unless laws, regulations, or other instruments issued by authorities require the disclosure of information, GME shall keep the data and information concerning buy orders related to allocation procedures confidential.
- 7.3 GME shall provide GSE with data and information concerning allocation procedures, including buy orders submitted by participants.

**Article 8**  
**Communication and Publication of Data and Information**

- 8.1 Unless otherwise specified, communication and publication of the data and information mentioned herein shall be carried out by electronic means. In particular:
  - a) communication to a participant shall take place by making available data and information in the section of GME's information system whose access is restricted to the same participant;
  - b) publication shall take place by making available data and information in the section of GME's information system whose access is non-restricted.
- 8.2 Buy orders on the PGR shall be deemed to have been received on the date and at the time recorded by GME's information system.  
Any other communication shall be deemed to have been received:
  - a) on the day and at the time of receipt, if it arrives between 08:00 and 17:00 of a working day;
  - b) at 08:00 of the first working day following the day of receipt, if it arrives between 17:00 and 24:00 of a working day, or between 00:00 and 24:00 of a non-working day;
  - c) at 08:00 of the day of receipt, if it arrives between 00:00 and 08:00 of a working day.
- 8.3 For determining the time of receipt of a communication, the time shall be obtained from GME's records. For electronic communications, the time shall be obtained from GME's information system.

**Article 9**  
**Security of Access**

- 9.1 Participants shall have access to the PGR through special procedures defined in the Technical Rules. Such procedures shall ensure the identity of participants and the authenticity and confidentiality of their transactions on the PGR.
- 9.2 Participants shall treat their access codes and any other data or device required to access the PGR information system as confidential.

**Article 10**  
**Emergency Conditions**

- 10.1 Emergency conditions shall mean all cases of force majeure, unavailability of the PGR, including as a result of malfunctioning of GME's information system or telecommunication systems, including but not limited to:
- a) the case where GME is unable to receive buy orders submitted by participants, or the data and information referred to in article 24 below from GSE;
  - b) the case where GME is unable to determine the results of an allocation procedure;
  - c) the case where GME is unable to communicate the results of an allocation procedure to participants;
  - d) the case where GME receives from GSE an appropriate request to cancel, suspend, or revoke an allocation procedure.
- 10.2 If the case referred to in para. 10.1 a) above occurs, GME shall – in accordance with the modalities stated in the Technical Rules – notify GSE and participants of the occurrence of an emergency condition and of the new time of opening of the sitting for submission of orders. If, by the new time of opening of the sitting, the emergency condition persists, GME shall temporarily suspend transactions on the PGR.
- 10.3 If the cases referred to in para. 10.1 b) and c) above occur, GME shall – in accordance with the modalities stated in the Technical Rules – notify GSE and participants of the occurrence of the emergency condition.
- 10.4 If the case referred to in para. 10.1 d) above occurs, GME shall – in accordance with the modalities stated in the Technical Rules – notify participants of the occurrence of the emergency condition and, where possible, of its duration.
- 10.5 If the case referred to in para. 10.1 d) above occurs, GME shall not be liable for any direct or indirect damage possibly caused to GSE and/or participants.
- 10.6 GME may suspend, postpone, or close in advance a session of the PGR in case of technical malfunctions of its information system.
- 10.7 With a view to guaranteeing and safeguarding the proper technical functioning, as well as an efficient use of GME's information system and, in general, the

regular operation of the PGR, GME may impose limits to the submission, cancellation, and change of orders, as well as to the number of logons of each participant or of specific categories of participants to GME's information system.

## **TITLE II ADMISSION TO THE PGR**

### ***Article 11 Requirements for Participation in the PGR***

- 11.1 Admission to the PGR shall be open to parties having adequate experience and competence in the use of ICT systems and related security systems, or having employees or assistants with such experience and competence.

### ***Article 12 PGR Participation Application and Participation Agreement***

- 12.1 A party intending to participate in the PGR shall submit to GME (in accordance with the procedures and within the time limits established in the Technical Rules):
- a. a PGR participation application (*Domanda di ammissione alla PGR*) in the format of Annex 1 hereto, together with the documents indicated in article 13 below;
  - b. a signed copy of the PGR participation agreement (*Contratto di adesione alla PGR*) in the format of Annex 2 hereto.

### ***Article 13 Documents to Be Enclosed to the PGR Participation Application***

- 13.1 If the party applying for participation in the PGR is an organisation, the application (signed by the legal representative of the organisation, or other duly authorised person) shall be accompanied by a declaration certifying his/her powers of representation (issued in compliance with Decree of the President of the Republic no. 445 of 28 December 2000), or other equivalent document based on which GME shall carry out a substantial equivalence evaluation.
- 13.2 If the documents referred to in para. 13.1 above are already held by GME, the applicant shall be exempted from submitting them, but he/she shall submit a declaration indicating this fact, specifying the date when the documents have been submitted to GME, and certifying that the content of such documents is still current.



**Article 14**  
**Admission Procedure**

- 14.1 GME shall notify the applicant of his/her admission to the PGR or of the rejection of his/her application (accompanied by the reasons for the rejection) within fifteen calendar days of receipt of the application, after verifying the regularity of the submitted documents. The notification shall be made in accordance with the modalities and within the time limits defined in the Technical Rules.
- 14.2 With a view to verifying the fulfilment of the requirements referred to in article 11 above, GME may ask the applicant to provide appropriate documents.
- 14.3 In case of incomplete or irregular documents, GME shall – under the modalities defined in the Technical Rules – notify the applicant of the steps necessary to complete or regularise the documents, as well as of the date by which he/she shall do so. This notification shall suspend the time limit referred to in para. 14.1 above, which shall run again from the date upon which GME receives the completed or regularised documents.
- 14.4 Upon admission, the applicant shall acquire the status of PGR participant.

**Article 15**  
**Admission of GSE to the PGR**

- 15.1 With exception to article 14 above, GSE shall by right acquire the status of PGR participant.
- 15.2 An appropriate agreement, to be entered into between GME and GSE, shall lay down procedures for the participation of GSE in the PGR and for the exchange of information flows that are required to manage allocation procedures.

**Article 16**  
**List of PGR Participants**

- 16.2 The parties admitted to the PGR shall be entered into an appropriate List of PGR participants (*Elenco degli operatori ammessi alla PGR*). The list shall be created and held by GME in compliance with Regulation (EU) 2016/79, as subsequently amended and supplemented.
- 16.3 The List of PGR participants shall include the following data for each participant:
- a) participant's identification code assigned by GME;
  - b) surname and name, or company name/registered name, place of residence and place of domicile (if different from the place of residence), or registered office, taxpayer's code, VAT number,

- telephone numbers, e-mail addresses, contact persons for communications, if any, and their contact details;
- c) participant's status: admitted, suspended, pending request for exclusion, excluded.
- 16.3 GME shall post the following data and information about admitted participants on its website:
- a) surname and name, or company name/registered name;  
b) place of residence, or registered office.
- 16.4 Each participant may access his/her own data and information contained in the List of PGR participants.

**Article 17**  
***Data and Information for Participation in the PGR***

- 17.1 GME shall receive from GSE an updated list of authorised users and the information pertaining to them in accordance with article 24 below.

**Article 18**  
***Verifications***

- 18.1 GME shall verify compliance with these Rules and the Technical Rules with a view to ensuring a proper operation of the PGR under criteria of neutrality, transparency, objectivity, and competitiveness among participants. To this end, GME may request participants to provide any information or document concerning their transactions on the PGR, and possibly convene them for a hearing.

**Article 19**  
***Notification Obligations***

- 19.1 Participants are required to notify GME promptly – and in any event within three working days of its occurrence – of any change in circumstances that may involve the change of any of the data and information referred to in article 16, para. 16.2 b) above that they have declared and that have been entered into the List of PGR Participants.
- 19.2 GME shall update the List of PGR participants taking into account the notifications mentioned in paragraph 19.1 above.

**Article 20**  
**Exclusion from the PGR upon request**

- 20.1 For the purposes of exclusion from the PGR, participants shall – under the modalities and within the time limits defined in the Technical Rules – submit to GME an appropriate written request indicating the date from which exclusion is requested.
- 20.2 Exclusion from the PGR upon request shall run from the later of the following dates:
- a) the second working day following the date of receipt by GME of the request referred to in para. 20.1 above;
  - b) the date indicated in the request referred to in para. 20.1 above.
- 20.3 Exclusion from the PGR upon request shall not exempt the participant from fulfilling all obligations arising from commitments made through the PGR.
- 20.4 During any period of suspension from the PGR, the participant may not request exclusion under this article.

**TITLE III**  
**OPERATION OF THE PGR**

**Article 21**  
**Purposes of the PGR**

- 21.1 On the PGR, participants may submit buy orders for the gas volumes of holders of natural gas production concessions that GSE offers for sale under article 16 of Law Decree 17/2022.
- 21.2 On the PGR, GME shall not play the role of counterparty in allocations. Therefore, obligations related to allocations only arise between GSE and the allocatee participant.

**Article 22**  
**Days and Hours of Allocation Procedures on the PGR**

- 22.1 Allocation procedures on the PGR will take place at the request of GSE.
- 22.2 After receiving a request as indicated in paragraph 22.1 above, GME shall publish on the PGR the days and hours of allocation procedures, as well as of opening and closing of the entry of buy orders by participants.

**Article 23**  
**Definitivity of allocations**

- 23.1 Allocations made on the PGR shall be definitive and binding, in view of the consequent obligations arising between participants and GSE, as of the time at which the gas volumes covered by buy orders (verified to be valid and adequate) are allocated under article 27 below.

**Article 24**  
**Data and Information about Allocation Procedures**

- 24.1 Before the opening of a sitting, GSE shall provide GME (according to the modalities and within the time limits specified in the agreement referred to in article 15, para. 15.2 above) with at least the following data and information:
- a) sell orders for allocation of the gas volumes of holders of production concessions, specifying the gas volumes being offered and the related sale price;
  - b) list of users authorised to submit buy orders for allocation of the gas volumes of holders of production concessions;
  - c) maximum volume that can be allocated to each authorised user.
- 24.2 In view of determining the results referred to in article 27 below:
- a) the sell orders referred to in paragraph 24.1 a) above shall be ranked in non-decreasing price order, starting from those with the lowest price to those with the highest price;
  - b) the volumes covered by sell orders may also be partially accepted.
- 24.3 Before the opening of a sitting, through publication on the PGR, GME shall provide authorised users with the information referred to in para. 24.1 a) above, and each authorised user with the information pertaining to him/her referred to in paragraph 24.1 c) above.

**Article 25**  
**Submission of Buy Orders by Authorised Users**

- 25.1 The authorised users specified by GSE under paragraph 24.1 b) above may submit orders into the PGR.
- 25.2 During the sitting, authorised users shall submit buy orders under the modalities indicated in the Technical Rules. For each order, they shall specify at least the following information:
- a) identification code of the participant submitting the buy order;

- b) identification code of the session of the allocation procedure for which the buy order is submitted;
- c) the gas volume to be purchased;
- d) the purchase price.

25.3 The volume specified in the buy order shall be:

- a) not lower than the minimum volume indicated in the Technical Rules;
- b) not higher than the maximum volume that can be allocated as mentioned in article 24, paragraph 24.1 c).

25.4 The price associated with buy orders may only take values higher than or equal to zero.

25.5 Until the closing of the sitting, participants may change or cancel the buy orders that they have submitted.

25.6 Each participant may submit a maximum amount of orders equal to that indicated in the Technical Rules.

25.7 With a view to determining the results referred to in article 27 below:

- a) buy orders shall be ranked in non-increasing price order, starting from those with the highest price to those with the lowest price;
- b) the volumes covered by buy orders may also be partially accepted.

**Article 26**  
**Validations and Adequacy Verifications of**  
**Buy Orders Submitted by Authorised Users**

26.1 After receiving buy orders, GME shall validate them and verify their adequacy ensuring that:

- a) the participant has not been suspended from the PGR;
- b) the participant is present in the list of authorised users referred to in article 24, paragraph 24.1 b);
- c) the buy order has been submitted in accordance with article 25, paragraph 25.2 above;
- d) the buy order does not exceed the minimum limit referred to in article 25, paragraph 25.3 a) above;
- e) the sum of the volumes covered by buy orders does not exceed the maximum limit referred to in article 25, paragraph 25.3 b) above.

26.2 If the validations referred to in paragraph 26.1 a), b), c), and d) above are unsuccessful, GME's information system shall reject the buy order, indicating to the participant the reason for the rejection.

26.2 If the adequacy verifications under paragraph 26.1 e) above of orders verified to be valid are unsuccessful, GME shall down-adjust the volume offered by the participant in each buy order, until reaching the maximum limit of volume referred to in article 24, paragraph 24.1 c) above, starting from the order with the lowest priority under article 25, paragraph 25.7 above.

**Article 27**  
**Determination of Results**  
**of the Allocation Procedure**

- 27.1 GME shall determine the results of the allocation procedure in compliance with the criteria laid down in article 16 of Law Decree 17/2022 and with the provisions of this article.
- 27.2 GME shall identify accepted orders and the corresponding valorization price in such a way that:
- a) the net value of the resulting transactions is maximum, provided that the gas volumes covered by accepted sell orders are equal to the gas volumes covered by accepted buy orders;
  - b) the price at which buy orders are valued is equal to the least cost (determined on the basis of buy and sell orders) for satisfying an increased gas demand;
  - c) only sell orders whose offer price is not higher than the price referred to in subparagraph b) above are accepted;
  - d) only buy orders whose offer price is not lower than the price referred to in subparagraph b) above are accepted;
  - e) if one or more orders are submitted at a price equal to the valorization price, the accepted volumes are shared, if necessary, on a *pro quota* basis.
- 27.3 For the purposes of paragraph 27.2 a) above, the net value of transactions shall mean the difference between the overall value of accepted buy orders and the overall value of accepted sell orders. These overall values shall be determined by valuing the gas volumes specified in each accepted order, or the accepted volumes in case of partial acceptance of the order, at the price specified in the same order.

**Article 28**  
**Notification of Results**

- 28.1 At the end of each session of the PGR, GME shall define and notify GSE of:
- a) the valorization price of accepted buy orders;
  - b) the overall gas volumes covered by accepted buy and sell orders;
  - c) the overall gas volumes covered by accepted buy orders, distinguished by participant;
  - d) the overall gas volumes covered by accepted sell orders, distinguished by sell order.
- 28.2 Within the same time limit as defined in paragraph 28.1 above, GME shall notify each participant having submitted buy orders and only for such orders:

- a) the accepted orders, specifying the accepted gas volume and the valorization price;
  - b) the rejected orders, i.e. orders verified not to be valid under article 26 above, indicating the reason for the rejection.
- 28.3 Within the same time limit as defined in paragraph 28.1 above, GME shall publish results, specifying at least the following data and information:
- a) the valorization price referred to in paragraph 28.1 a) above;
  - b) the overall gas volumes covered by accepted buy and sell orders referred to in paragraph 28.1 b) above.
- 28.4 If, before the publication and notification of results, GME and/or GSE find that they have made material errors in carrying out activities of definition, compilation, loading, and processing of the data and information needed to carry out a session, GME (in agreement with GSE) shall identify any actions to be taken and notify them to participants for the parts of their interest.

**TITLE IV  
BREACHES, DISCIPLINARY MEASURES, COMPLAINTS,  
AND DISPUTES ON THE PGR**

**SECTION I  
BREACHES AND DISCIPLINARY MEASURES**

***Article 29  
Breaches of these Rules and  
of the Technical Rules***

- 29.1 The following behaviours shall be considered as breaches of these Rules and of the Technical Rules:
- a) negligence, imprudence, and unskillfulness in the use of the systems of communication and submission of orders;
  - b) vexatious use of the complaint procedures defined in Section II below of this Title;
  - c) disclosure to third parties of confidential information related to a participant or third participants, in particular as regards the codes of access to GME's information system, any other data pertaining to such access, and the content of orders submitted by third participants to

- GME, except in the fulfilment of obligations arising from laws, regulations, or decisions by the relevant authorities;
- d) attempted access and/or unauthorised access to restricted sections of GME's information system;
  - e) any use for fraudulent purposes of the systems of communication and submission of orders;
  - f) any other conduct contrary to the common principles of fair dealing and good faith referred to in article 3, paragraph 3.3 above.

**Article 30**  
**Disciplinary Measures**

- 30.1 If GME identifies the breaches referred to in article 29 above, it shall – respecting the principles of equality and equal treatment and taking into account the severity of the breach and its possible recurrence – apply the following disciplinary measures to participants on the basis of the scale referred to in article 31 below:
- a) private written notice of the breach;
  - b) suspension of the participant from the PGR.
- 30.2 If GME suspects a breach, it shall serve a notice to the participant concerned. The notice shall include:
- a) description of the alleged breach;
  - b) deadline of at least ten days for the participant to possibly submit pleadings and documents, and to request a hearing.
- 30.3 If the participant requests a hearing, or if GME deems it necessary to convene him/her for a hearing, GME shall set the date of the same and promptly notify the participant thereof. If the participant does not appear at the hearing and the hearing is not postponed to another date for justified reasons, GME shall make a decision on the basis of collected evidence. Any postponed hearing may not take place after the tenth day following the date originally set for the same.
- 30.4 Based on collected evidence, GME shall apply the possible disciplinary measure, or dismiss the case within thirty days of the hearing or, if the hearing has not been requested or GME has not deemed it necessary, within thirty days of sending the notice specified in paragraph 30.2 above.
- 30.4 Where the suspected breaches are such as to immediately threaten the proper operation of the PGR, GME may, on a precautionary basis, suspend the



participant from the PGR for the period of time needed to complete the disciplinary procedure.

- 30.5 The disciplinary measure and the related grounds or the decision to dismiss the case shall be notified to the participant concerned and a copy of such notification shall be sent to MASE and to GSE.

### **Article 31** **Graduation of Disciplinary Measures**

31.1 Where the breaches are due to the fault of the participant, GME may adopt the following disciplinary measures:

- a) private written notice of the breach;
- b) suspension from the PGR for a minimum period of five days and a maximum period of one month. In case of recurrence of the breach, the suspension from the PGR shall be of one month.

31.2 If the breaches mentioned in para. 31.1 above have caused disturbances to the proper functioning of the PGR, GME may suspend the participant from the PGR for a minimum period of one month and a maximum period of three months. In case of recurrence of the breach, the suspension from the PGR shall be of three months.

31.3 If the breaches are due to the participant's intentional wrongdoing, GME may suspend the participant from the PGR for a minimum period of three months and a maximum period of six months. In case of recurrence of the breach, the suspension from the PGR shall be of six months.

31.4 If the breaches mentioned in para. 31.3 above have caused disturbances to the proper functioning of the PGR, GME may suspend the participant from the PGR for a minimum period of six months and a maximum period of twelve months.

### **Article 32** **Suspension for Non-Fulfilment of Notification Obligations**

32.1 Apart from the cases provided for in article 30 above, GME shall suspend the participant from the PGR if he/she does not fulfil his/her obligation of notification as per article 19, paragraph 19.1 above, or if the information notified under article 19, paragraph 19.1 above does not enable GME to contact the participant. The suspension shall have effect until the date on which GME receives said notification, or on which the participant can be contacted again on the basis of the information notified under article 19, paragraph 19.1 above.

**Article 33**  
**Disclosure of Disciplinary Measures**

33.1 GME shall anonymously disclose the adoption of the disciplinary measure referred to in article 30, paragraph 30.1 b) above, by posting the same (except for its confidential parts) on its website, at least thirty days after serving the notice of the disciplinary measure to the participant concerned, unless the case has been brought before the Court of Arbitration. In the latter case, GME shall disclose the disciplinary measure only if the same has been confirmed by the Court of Arbitration.

**Article 34**  
**Challenging Denial of Admission to the PGR  
and Disciplinary Measures**

34.1 Without prejudice to article 39 below, a participant may file an appeal with the Court of Arbitration referred to in article 39 below against denial of admission to the PGR or a disciplinary measure adopted under article 30, paragraph 30.1 above. To be admissible, the appeal shall be filed within thirty days of the notification of denial of admission or of the disciplinary measure.

**SECTION II**  
**COMPLAINTS ABOUT THE PGR**

**Article 35**  
**Submission Formalities and Minimum Content of Complaints**

52.1 To be admissible, complaints shall be submitted in electronic form within the time limits set forth in this Section and using the appropriate forms available in GME's information system.

52.2 To be admissible, each complaint shall include the following elements:

- a) identification code of the disputed buy order, as assigned by GME's information system, or any other reference uniquely identifying it;
- b) decision of GME being disputed;
- c) concise description of the grounds for the complaint.

**Article 36**  
**Complaints about Results of Validations  
and Adequacy Verifications of Buy Orders**

53.1 A participant may dispute the results of the validations and verifications referred to in article 26 above, by sending a notification to GME within 60 minutes of GME's decision.

**Article 37**  
**Complaints about Results of a Session**

37.1 A Participant may dispute the results of a session of the PGR, by sending a notification to GME within 60 minutes of GME's decision.

**Article 38**  
**Complaint Resolution**

38.1 GME shall notify the participant concerned of the outcome of the verifications of the complaint, filed in accordance with this Section, by 16:00 of the working day following receipt of the complaint.

38.2 If a complaint filed pursuant to this Section is upheld because GME's decision being disputed is biased by errors or omissions attributable to GME, then GME shall pay to the participant concerned a compensation equal to a maximum of ten thousand euro.

38.3 The acceptance of GME's compensation pursuant to paragraph 38.2 above shall imply the participant's waiver of the dispute resolution procedure mentioned in Section III below of this Title.

38.4 The limit specified in paragraph 38.2 above, regarding the complaints indicated therein and any dispute arising therefrom, shall also apply to the decisions resulting from the arbitration procedures referred to in Section III below.

38.5 The acceptance of a complaint shall not modify the results of the session to which it refers.

**SECTION III**  
**DISPUTES**

**Article 39**  
**Court of Arbitration**

39.1 Without prejudice to the provisions of article 40 below, any dispute arising between GME and participants over the interpretation and application of these Rules and of the Technical Rules shall be finally settled by a Court of Arbitration.

39.2 The Court of Arbitration shall be composed of three members: one appointed by GME, one appointed by the participant and a third member, acting as President, appointed jointly by the arbitrators appointed by the parties or, in case of disagreement, by the President of the Court of Rome, under article 810 of the Italian Civil Procedure Code.

39.3 The Court of Arbitration shall render its decisions in accordance with the applicable laws and the arbitration procedure shall take place in compliance with article 806 and subsequent articles of the Civil Procedure Code.

39.4 The Court of Arbitration shall be based in Rome at GME's registered office.

39.5 If a participant does not accept the outcome of the verification of the complaints referred to in article 38 above, he/she can file an appeal with the Court of Arbitration. To be admissible, the appeal shall be filed within thirty days of the notification of the outcome of the verification of the related complaint.

**Article 40**  
***Dispute Resolution***

40.1 As an alternative to the provisions set forth in article 39 above, disputes between GME and participants, as well as between participants may, at the request of one of the parties concerned, be settled through arbitration procedures as established by ARERA under article 2, paragraph 24 b) of Law no. 481 of 14 November 1995.



***Annex 1***

***PGR Participation Application***

**Application for participation in the PGR as per article 12, para. 12.1 a) of the Rules governing the platform for the management of gas release allocation procedures**

I, the undersigned...  
(*name and surname*)  
born in... on...,  
residing in ...,  
(*address*)  
taxpayer's code ..., VAT number ...  
telephone number ..., certified e-mail address ...  
e-mail address ...

*or*

the company.../other...  
(*company name or registered name*)  
having its registered office in ...  
(*address*)  
taxpayer's code ..., VAT number ...  
telephone number ..., certified e-mail address  
e-mail address ...  
represented by ...in his/her capacity of ...  
(*legal representative or duly authorised person*)

**WHEREAS**

- the organisation, management, and operation of the PGR are defined in the Rules governing the platform for the management of gas release allocation procedures (hereafter Rules), adopted by GME to carry out 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....;
- the Technical Rules, referred to in article 4 of the Rules, are posted on GME's website and, unless otherwise specified, they enter into force upon the date of their publication;

**NOW, THEREFORE,**

I, the undersigned...

*or*

the company ... /other...,  
represented by... in his/her capacity of ...,  
(*legal representative or duly authorised person*)

**APPLY/APPLIES**

for admission to the PGR under article 12 of the Rules through the procedure referred to in article 14 thereof.

For this purpose, I/the company ... /other... enclose/s the documents mentioned in article 13 of the Rules, which shall be an integral and essential part of this application, and a signed copy of the PGR Participation Agreement referred to in article 12, para. 12.1 b) of the Rules, in the format annexed thereto.

I, the undersigned...

*or*

the company/other ...  
represented by ... in his/her capacity of ...  
(*legal representative or duly authorised person*)

- 1) declare/s that I/it have/has read and understood the Rules and the Technical Rules and that I/it accept/s to be bound thereby without any condition or reservation;

2) declare/s that I/it am/is proficient in the use of ICT systems and related security systems or that I/it rely/relies on ICT-proficient employees or assistants;

3) designate/s the following person as contact person for communications, if any:

Mr./Mrs...

(*name and surname*)

- telephone number...

- e-mail address....

4) designate/s the following party/parties to access the PGR information system on behalf of the applicant:

Mr. /Mrs ...

(*name and surname*)

- taxpayer's code .../passport number<sup>1</sup>

- telephone number ...

- mobile telephone number...

- e-mail address ...

as  user/s     viewer/s

\*\*\*\*

Under Regulation (EU) 2016/679 (hereafter GDPR), as subsequently amended and supplemented, the personal data provided in this application form will be processed by electronic means in order to fulfil obligations arising from the same application and from the Rules. The electronic means used will safeguard the privacy and security of personal data, in accordance with the data privacy statement issued under articles 13 and 14 of the GDPR and posted on GME's website at

[GME - Gestore dei Mercati Energetici SpA \(mercatoelettrico.org\)](http://mercatoelettrico.org).

The applicant has read and understood the above data privacy statement and gives his/her consent to the processing of personal data and its disclosure to third parties under the procedures and for the purposes indicated in the same statement in compliance with the applicable legislation.

Place, date

...

Signature

....

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<sup>1</sup> The passport number of the party designated to access the information system may be indicated as an alternative to the taxpayer's code, only if the same party is not an Italian national and has no taxpayer's code.



***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](mailto:info@mercatoelettrico.org), [gme@pec.mercatoelettrico.org](mailto: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

...

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

...

Rome, ....(date)