

ENGLISH COURTESY TRANSLATION

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Contract number [ID number to be assigned to the contract at the time of generation of the PDF before printing]

**Data Reporting Service
Contract pursuant to the
REMIT Regulation**

BETWEEN

Gestore dei Mercati Energetici S.p.A., with registered office in Viale Maresciallo Pilsudski no. 122/124, 00197 Rome, Taxpayer's code and VAT Number 06208031002, represented by its *pro tempore* legal representative ("**GME**"),

AND

_____ (please enter name of the company) with
registered office in _____ (please enter address)
Taxpayer's Code _____ /
VAT Number _____, ACER
code _____, represented
by _____, acting in his/her capacity
of _____, Telephone _____, PEC _____,
e-mail _____ **Contracting
Party**"); GME and the Contracting Party, hereinafter defined individually as the "**Party**" and jointly as the "**Parties**",

WHEREAS

- A. on 28 December 2011, Regulation (EU) No 1227/2011 of the European Parliament and of the Council of 25 October 2011 on wholesale market integrity and transparency, as subsequently amended by Regulation (EU) 2024/1106 ("**REMIT**"), entered into force;
- B. article 7 of REMIT states that the European Union Agency for the Cooperation of Energy Regulators ("**ACER**") shall monitor the trading of wholesale energy products "*to detect and prevent trading based on inside information and manipulation of the market*";
- C. on 7 January 2015, Commission Implementing Regulation (EU) No 1348/2014 of 17 December 2014, concerning the reporting of data under article 8 of REMIT, entered into force; this Regulation identifies, *inter alia*, information relating to wholesale energy products and the fundamental data that market participants are required to report to ACER, as well as the procedures and time limits for fulfilling this reporting requirement ("**Implementing**

ENGLISH COURTESY TRANSLATION

Acts”);*FACSIMILE - THIS DOCUMENT CANNOT BE USED FOR CONTRACTING. YOU NEED TO USE THE WEB FORM AVAILABLE ON THE WEBSITE OF GME.*

- D. ACER monitors the trading of wholesale energy products and collects the data necessary for assessing and monitoring wholesale energy markets in accordance with article 8 of REMIT. This monitoring is carried out also through the collection of data provided, directly or through third parties, by market participants, under the procedures described in the Implementing Acts (“**data reporting**”);
- E. on 7 May 2024, Regulation (EU) 2024/1106 of the European Parliament and of the Council of 11 April 2024 “*amending Regulations (EU) No 1227/2011 and (EU) 2019/942 as regards improving the Union’s protection against market manipulation on the wholesale energy market*” entered into force. In this regard, article 8 of REMIT, as amended, provides *inter alia* that, for reporting to ACER data on transactions, including orders to trade, which are entered, concluded or executed by market participants at Organised Marketplaces (“**OMPs**”), those OMPs, or third parties on their behalf, shall make such data available to ACER, thereby fulfilling on behalf of such market participants their obligations under article 8 of REMIT in respect of such orders. Article 8 also establishes that market participants shall provide ACER with data on over-the-counter (OTC) transactions carried out through a *Registered Reporting Mechanism* (“**RRM**”);
- F. parties wishing to carry out data reporting on their own or on behalf of third parties must register as *Registered Reporting Mechanisms* (“**RRMs**”) with ACER, certifying their fulfilment of all the requirements set by ACER in the document “*Requirements for the registration of Registered Reporting Mechanisms*”. These requirements include, among other things: (i) sending data in the format described by ACER in the document “*Transaction Reporting User Manual*” (“**TRUM**”); and, if the service is operated on behalf of third parties, (ii) providing the market participant on behalf of which/whom the data reporting service is rendered with the outcome of sending the documentation to ACER;
- G. GME, which is an OMP registered as an RRM, provides market participants, upon request, with the external data upload service for OTC contracts (as defined in the Implementing Acts) through a web platform called “*Data Reporting Platform*” (“**PDR**”), whose operating procedures are defined in the manual made available on GME’s website (“**Manual**”);
- H. the Contracting Party is a market participant of one (or more) markets/platforms managed by GME and subject to reporting requirements under REMIT (jointly “**Markets**” and individually “**Market**”);
- I. the Contracting Party is registered with the Register referred to in article 9 of REMIT and has therefore obtained his/her/its ACER code (“**ACER code**”);
- J. the Contracting Party has examined the documentation on REMIT, Implementing Acts, RRM, TRUM, and data reporting, as well as on the PDR and the Manual and, after careful consideration, he/she/it intends to entrust GME with the external data upload service according to the terms and conditions identified in this Contract;

if the external data upload service is carried out also on behalf of his/her/its own contractual counterparty, the Contracting Party has received a specific mandate and/or proxy.*FACSIMILE - THIS DOCUMENT CANNOT BE USED FOR CONTRACTING. YOU NEED TO USE THE WEB FORM AVAILABLE ON THE WEBSITE OF GME.*

ENGLISH COURTESY TRANSLATION

Now, therefore, the Parties have agreed as follows.

Article 1 **Scope of the Contract**

- 1.1** This contract (“**Contract**”) sets out the rights and obligations of the Parties in relation to the external data upload service, as detailed below. The preamble of the Contract is an integral and substantial part thereof.
- 1.2** The Contracting Party requests the activation of the external data upload service for OTC contracts (“**Service**”). After activation of the Service, the Contracting Party shall bear sole responsibility for uploading all the data pertaining to the OTC contracts that he/she/it has concluded to the PDR (using the ACER format, as indicated in the Manual). The Service shall be provided to the Contracting Party also for uploading data pertaining to his/her/its contractual counterparty, provided that he/she/it has received a specific mandate and/or proxy. GME shall deem such mandate and/or proxy to have been validly conferred upon the Contracting Party, when the Contracting Party uploads the data of his/her/its contractual counterparty to the PDR, If the uploading of the data to the PDR by the Contracting Party is successful, GME shall transmit the data to ACER under the procedures and within the time limits stated in the Manual.

Article 2 **Obligations of the Contracting Party**

- 2.1** The Contracting Party declares to know and accept, without any condition or reservation, the technological and information systems of GME in general ("**System**") and the PDR in particular, in their current configuration, and is committed to following their updates, accepting as of now any technical, computer, or regulatory change of the System and the PDR itself.
- 2.2** The Contracting Party states to know and have accepted, without any condition or reservation, the regulatory and technical provisions of each Market in which he/she/it participates (“**Rules**”).
- 2.3** The Contracting Party shall:
- a) comply with the Manual and the Rules and keep informed about any amendments thereto;
 - b) have technological and information systems adequate for the Service and compatible with the System and with the PDR, and update them as a result of any changes to the System or the PDR;
 - c) prepare all the information necessary for the Service and make it available to GME, in the manner and within the time limits specified in the same PDR and/or in the Manual;

ENGLISH COURTESY TRANSLATION

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- d) make available information that is always updated, correct, and truthful to GME for the purposes of the provision of the Service and/or the use of the PDR;
- e) recruit staff with adequate professional skills and competence in the use of the System and the PDR;
- f) promptly notify GME - and, where possible, in good time for GME to take any necessary corrective action to ensure the smooth operation of the PDR - of any problem or operational malfunction of a technical nature, or any other event that has resulted or might result in failure to provide or incorrect provision of the Service. In particular, the Contracting Party shall notify GME, with the maximum speed and in the manner indicated in article 10.6 below, of the occurrence of events that may jeopardise the integrity and security of the System and/or the PDR (including but not limited to theft of confidential documents regarding access to the System and/or to the PDR, or unauthorised access to the premises of the Contracting Party where such documentation is kept);
- g) cooperate with GME or with third parties designated by the same, also permitting access of their employees or assistants to his/her/its premises for carrying out any operations on his/her/its hardware and software as may be necessary to ensure the smooth operation of the PDR. It is understood that, in such cases, GME shall be liable only for direct damage possibly caused during such operations, pursuant to article 2049 of the Italian Civil Code;
- h) respect all the rights of ownership of GME and third parties on the data transmitted through the System and/or the PDR, and on the trademarks registered or used by the same, as well as the rights of ownership of GME or third-party suppliers on the software programs used for the Service and/or operation of the PDR;
- i) maintain confidentiality and privacy as regards all the devices referred to in article 4.1 below, as well as information and data relating to them, and use them, or allow their use by specifically designated parties solely for access and the activities related to the Service. Therefore, the Contracting Party shall be liable for any unauthorised access to the Service and/or the PDR by third parties, and shall undertake to indemnify and hold harmless at first demand GME from any damage, cost or expense (including legal ones) that can arise directly or indirectly from breaches (whether committed by the Contracting Party or by his/her/its employees) of privacy or confidentiality in relation to the devices, information and data referred to in this paragraph;
- j) meet the time limits and comply with the procedures set forth in the Manual for uploading the data;
- k) timely ask GME to disable the devices referred to in subpara. i) above and art. 4.1 below, and to assign new or different devices in all cases where he/she/it has reason to believe that unauthorised parties may make an improper use thereof;
- l) indemnify and hold harmless at first demand GME from any damage, cost or expense (including legal ones) that might be suffered by GME, directly or indirectly, as a result of or in relation to: (i) actions of third parties (including the contractual counterparties for whom/which the Contracting Party has carried out - under his/her/its responsibility - the uploading of the data as part of the Service); and/or (ii) actions or conduct of the Contracting

ENGLISH COURTESY TRANSLATION

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Party and of his/her/its assistants, agents, employees, independent contractors or consultants that are in breach or partial breach of this Contract, the Manual, the Rules and/or any other applicable law or regulation, or acts or measures issued by GME or by a competent authority; and

- m) use the Service also for his/her/its own contractual counterparties exclusively upon receipt of a specific mandate and/or proxy.

Article 3

Service provided by GME

- 3.1** The Service shall be provided by GME to the Contracting Party in accordance with this Contract and the Manual, as amended from time to time pursuant to this Contract. For the performance of the Service, GME shall refer to the ACER Code indicated by the Contracting Party. The Parties expressly agree that all obligations of GME as regards the provision of the Service shall constitute obligations of means.
- 3.2** GME shall provide the Contracting Party with the cooperation needed to enable the Contracting Party to access the PDR, also in accordance with the instructions set forth in the Manual and in the technical provisions applicable from time to time. It is understood that the activities and the provision of the means of access shall be the sole responsibility of and fully paid by the Contracting Party.
- 3.3** If the provision of the Service is interrupted, suspended, delayed, or otherwise subject to malfunctions due to technical problems with the System and/or the PDR, 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 and/or the PDR, the Contracting Party shall remove their causes with the maximum speed. GME and the Contracting Party shall, within the scope of their responsibilities, work together to identify the causes of interruptions, suspensions, delays, or malfunctions, and to restore the operation of the System and the PDR as soon as possible.
- 3.4** In accordance with the procedures and time limits referred to in the relevant legislation from time to time applicable, GME shall be responsible for the correct and timely transmission of the data and information of the Contracting Party. Therefore, GME shall rely on mechanisms permitting to effectively verify the completeness of the reported data, to identify obvious omissions and errors caused by the market participant, and to notify the market participant thereof by providing him/her/it with the relevant details and asking him/her/it to send a correct version of the reported data. However, the Contracting Party shall be responsible for data uploading, completeness, and accuracy, also on behalf of his/her/its contractual counterparty, and for the possible violation of the rights of such contractual counterparty in relation to the performance of unauthorised activities or for which the Contracting party has not previously received a specific mandate and/or proxy.

ENGLISH COURTESY TRANSLATION

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- 3.5** With reference to the management of information flows concerning the Service, GME shall perform the actions specified in the Manual only if, after sending the reports, it receives from ACER: (i) receipts of technical and computer errors relating to the transmission of the report; or (ii) receipts of errors due to differences between the report prepared by the Contracting Party and uploaded by the same to the PDR and the standard format and/or content defined by ACER.
- 3.6** The Contracting Party agrees that, for the provision of the Service and the operation of the PDR, GME may use third parties designated by GME itself, being understood that, in any case, the contractual relationship shall be exclusively between the Contracting Party and GME.
- 3.7** GME undertakes to respect any ownership rights of the Contracting Party on the data transmitted through the PDR and on the trademarks registered or used of which GME may have become aware during the provision of the Service.
- 3.8** Except in cases where the reporting obligation results from laws, regulations, or other decisions by authorities, GME undertakes: (i) to respect the confidentiality of any data uploaded by the Contracting Party also on behalf of his/her/its own contractual counterparty within the PDR; and (ii) not to disclose such data and not to take it into account for purposes other than those specifically provided for in this Contract.
- 3.9** GME agrees to indemnify and hold harmless the Contracting Party from any damage or cost actually incurred by the Contracting Party and determined as part of court orders resulting from legal actions brought by third parties, which are the direct consequence of actions or of the conduct of GME (or its assistants, agents, independent contractors or consultants), for the management and delivery of the Service, to the extent that they are in breach of this Contract.

Article 4

How to access the System and the PDR

- 4.1** For access to the System and/or to the PDR, the Contracting Party shall use the technical security devices listed in the Manual.
- 4.2** Access to the System and the PDR shall be in accordance with the provisions laid down in the Manual, as amended and updated from time to time in accordance with this Contract.

Article 5

Fees

- 5.1** For the Service rendered, the Contracting Party shall pay to GME the fees whose structure and extent are published on GME's website (www.mercatoelettrico.org), "Monitoring and REMIT" section. The fees shall be paid in full and under the procedures and within the time limits specified in this article 5.

ENGLISH COURTESY TRANSLATION

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- 5.2** The structure and extent of the fees, set annually by GME, are posted on GME's website, "Monitoring and REMIT" section, by 15 November of each year. The fees shall have effect on 1 January of the following year. In the case of changes of the structure/extent of the fees, if the Contracting Party does not intend to accept such changes, he/she/it may withdraw from this Contract as provided for in article 8.1 below. It is understood that, if the Contracting Party has not notified GME of his/her/its intention to withdraw from this Contract as indicated above, the changes of the structure/extent of fees shall be deemed to have been tacitly accepted by the Contracting Party with effect from 1 January of the following year. However, in no case shall such changes constitute a valid reason for non-fulfillment of the obligations undertaken by the Contracting Party under this Contract.
- 5.3** In the case of complete deactivation of the System or of the PDR, such as to prevent the Contracting Party from receiving the Service from GME, the fees referred to in article 5.1 above shall be reduced in proportion to the period in which such deactivation has occurred. In this case, the Contracting Party shall not be entitled to receive any compensation and/or indemnity from GME.
- 5.4** The fees referred to in article 5.1 above, referring to the first year, shall be invoiced by GME, as a single payment, no later than the 10th working day after the end of the calendar quarter in which this Contract takes effect, and every twelve months in the following years.
- 5.5** The invoices shall be made available to the Contracting Party as indicated in the Manual. They shall indicate the details of the bank account to which the payment is to be made.
- 5.6** Payment of the fees shall be made by the Contracting Party, with fixed value date for the beneficiary, by the last day of the month in which the invoice has been issued, by crediting the related amount to the bank account shown in the invoice by GME.
- 5.7** In case of delayed payment, for whatever reason, by the Contracting Party of the fees due to GME under this Contract, GME shall apply default interest on the amount unpaid - without any prior formal notice and without prejudice to any other right of GME. Such interest shall be calculated for each actual day of delay, as laid down in Legislative Decree no. 231 of 9 October 2002, as subsequently amended and supplemented. GME shall also suspend the activities covered by this Contract until full payment of the amount due.

Article 6

Limitation of liability, force majeure, fortuitous events, and Service suspension

- 6.1** In the provision of the Service, GME shall be liable for contractual and extra-contractual damages only when they constitute the immediate and direct consequence of its willful misconduct or gross negligence, and in the latter case, they are foreseeable upon the date of entering into this Contract. The Contracting Party recognises that there shall be no obligation of compensation or indemnity for damages that are an indirect or unpredictable result of the behaviour of GME, including but not limited to damages resulting from the loss of business opportunities or customers or failure to make profits.

ENGLISH COURTESY TRANSLATION

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- 6.2** The Contracting Party shall notify GME in writing, under penalty of forfeiture, of any claim for damages in relation to the provision of the Service no later than 15 (fifteen) days from the date on which the Contracting Party has become aware, or should have become aware using due diligence, of the occurrence of the event, based on the terms and conditions set forth in article 10.6 below, providing details of the circumstances of the event and the losses occurred. The relevant supporting documentation must be transmitted to GME no later than 20 (twenty) days from the date on which the Contracting Party has become aware, or should have become aware using due diligence, of the event occurrence.
- 6.3** GME and the Contracting Party shall not be liable for default and/or suspension and interruption of the Service due to force majeure, fortuitous events, or events beyond the control of such Party, including but not limited to wars, riots, earthquakes, floods, fires, strikes, interruptions in electricity supply or in the operation of the dedicated data transmission lines that are part of the System, faults or malfunctioning of telecommunication lines (i.e., telephone) and access to the internet.
- 6.4** GME may, in cases of force majeure and fortuitous events, and in general in all cases where the activities of the Contracting Party may potentially damage the integrity or security of the System or of the PDR, suspend the access to the System and/or the PDR, without the need for prior notification of the circumstances leading to the suspension.

Article 7

Duration and effect

- 7.1** This Contract shall come into effect with the signing by the Contracting Party and its reception in the original by GME, and the subsequent acceptance of the Contract by GME, which shall take place by sending to the Contracting Party the credentials for accessing the PDR as specified in the Manual.
- 7.2** By way of clarification, GME shall not accept Contract proposals if: (i) the documentation submitted by the potential Contracting Party does not comply with the provisions set forth in the Contract or the Manual; (ii) the potential Contracting Party does not participate in at least one Market; or (iii) GME has a claim against the potential Contracting Party for unpaid debts arising from the previous provision of the Service.
- 7.3** The Contract shall have an indefinite duration and, in addition to the other circumstances expressly provided for in the Contract, it shall cease to have effect in the event of total disabling of the System and/or the PDR also due to changes in the applicable rules.

Article 8

Withdrawal and Termination

- 8.1** In addition to the provisions of articles 5.2 and 9 of this Contract, the Contracting Party may withdraw from the Contract at any time with prior written notice to GME, in the manner prescribed and at the address shown in article 10.6 below, at least 5 (five) working days before the effective date of withdrawal.

ENGLISH COURTESY TRANSLATION

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- 8.2** The Contract shall automatically terminate, with no need for notice, in case of loss by the Contracting Party, for whatever reason, of the status of market participant - as acquired under the Rules.
- 8.3** Without prejudice to any right of GME to recover damages, GME may terminate this Contract pursuant to article 1456 of the Italian Civil Code in the event of non-payment by the Contracting Party even of a single invoice after 45 (forty five) days from the deadline for payment laid down in article 5.5 of this Contract.
- 8.4** GME may withdraw from the Contract at any time by giving prior written notice to the Contracting Party, in the prescribed manner and at the address indicated by the latter in article 10.6 below, at least thirty (30) working days prior to the effective date of withdrawal.
- 8.5** The dissolution of the Contract for any reason shall in no way impair any other right of either Party under this Contract or general legislation, and any other right or obligation of either Party that has already arisen upon the date of dissolution.

Article 9

Changes, tacit consent and termination clause

GME reserves the right to modify the Contract, the Manual, and the technical, functional, administrative, and operational terms and conditions for the provision of the Service and the operation of the PDR, also as a result of amendments or additions to the Rules or Technical Rules, or of legislative/regulatory changes. In this case, GME shall communicate the proposed unilateral modification of the Contract by registered mail with acknowledgment of receipt, or other means confirming receipt by the Contracting Party, and publish the relevant notice on its website. It is understood that, if the Contracting Party does not agree to any such modifications, he/she/it may withdraw from this Contract by sending a notice in the manner and to the address specified in article 10.6 of this Contract. 15 (fifteen) days after receipt of the notice on the unilaterally proposed changes in the Contract, if the Contracting Party has not notified GME of his/her/its intention to withdraw from this Contract, such changes shall be deemed to have been tacitly accepted. Any use of the Service by the Contracting Party – after receiving notice of the proposed contractual changes and prior to the expiry of the above time limit of 15 (fifteen) days – shall be considered as tacit acceptance of the changes. However, in no case shall such changes constitute a valid reason for non-fulfillment by the Contracting Party of the obligations undertaken under this Contract.

- 9.1** In the event that the proposed unilateral changes of the Contract are subject - for their effectiveness - to the procedure of specific approval in writing, GME shall send, together with the notification referred to in article 9.1 above, appropriate contractual documentation to be specifically signed and re-sent in the original to GME by registered mail with acknowledgment of receipt or certified e-mail, together with a copy of the signer's identity document. Without prejudice to the right of withdrawal of the Contracting party under article 9.1 above, the non-receipt by GME of the specific approval in writing from the Contracting Party, within 45 (forty-five) days of receipt by the Contracting Party of the notification sent by GME, shall constitute reason for termination of this Contract. The termination shall have effect upon the expiry of the above-mentioned period of 45 (forty-five) days.

ENGLISH COURTESY TRANSLATION

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9.2 In the event that, following the signing of the Contract, GME is authorised to provide or otherwise provides additional services with respect to the Service ("**Additional Services**"), the same undertakes to make known the provision of additional services by publishing an appropriate notice on its website.

Article 10 **General clauses**

10.1 The invalidity or nullity of one or more provisions of this Contract shall not affect the validity of the remaining provisions, which shall continue to be in full force and effect.

10.2 This Contract and the rights and obligations of the Parties arising therefrom shall not be transferred to third parties.

10.3 Without prejudice to the provisions of article 6.2 above, failure or delay by either Party to exercise one of the rights covered hereby shall not constitute a waiver of such rights.

10.4 This Contract shall be signed by the Contracting Party and, if the Contracting Party is a legal person, it shall be accompanied by a statement in accordance with Presidential Decree no. 445 of 28 December 2000, confirming the ownership of the powers of representation of the signer of this Contract, or by other documentation proving the powers of representation. Without prejudice to articles 5.2 and 9.1 above, any modification of this Contract shall take place in writing.

10.5 For the purposes specified in this Contract, the Parties elect domicile at the following addresses:

- GME: Gestore dei Mercati Energetici S.p.A., Viale Maresciallo Pilsudski no. 122/124 - 00197 Rome;
- Contracting Party _____
(address)

10.6 Unless otherwise provided in this Contract or in the Manual, any communication or notification to be made under this Contract shall be made in writing and delivered by hand or courier, or sent by registered letter with acknowledgment of receipt, or by e-mail with acknowledgment of receipt, or certified e-mail, to the following addresses:

- GME: Gestore dei Mercati Energetici S.p.A., Viale Maresciallo Pilsudski no. 122/124 - 00197 Rome;; e-mail: info@mercatoelettrico.org; certified e-mail: gme@pec.mercatoelettrico.org;
- Contracting Party: _____;
e-mail _____;
certified e-mail _____;

ENGLISH COURTESY TRANSLATION

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10.7 The Contracting Party appoints, for any communication having a technical and/or operational nature,

the following contact person _____;
(name of person or dept.)

phone, _____, e-mail _____.

10.8 The Contracting Party authorises the following person to access the PDR (*user*):

_____, _____
(name and surname) (telephone)
_____, _____
(mobile phone) (e-mail)
_____, or _____
(taxpayer's code) (passport number)¹

10.9 Communications shall be deemed to have been received on 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 acknowledgment of receipt, or on the date of receipt of the acknowledgement of receipt, if sent by e-mail, or the date of receipt of the receipt of delivery, if sent by certified e-mail.

10.10 It is understood that, in the event of a change of address or of one of the references of the Contracting Party, as indicated by the same (a) in the epigraph of this Contract, and/or (b) in articles 10.5, 10.6, 10.7, and 10.8 above, such changes shall be promptly notified in writing by the Contracting Party to GME, by registered letter with acknowledgment of receipt or by certified e-mail, to the references listed in article 10.6 above.

Article 11
Governing law

11.1 This Contract shall be governed by Italian laws.

Article 12
Disputes

12.1 Any dispute arising between GME and the Contracting Party, whether arising out of or relating to the Contract and/or the Service and/or the PDR, shall be subject to the exclusive jurisdiction of the Court of Rome.

¹ The Contracting Party is required to indicate the passport number of the person authorised to access the PDR as an alternative to the taxpayer's code, only if said person (of non-Italian nationality) has no taxpayer's code.

ENGLISH COURTESY TRANSLATION

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**Article 13
Privacy**

13.1 In accordance with Regulation (EU) 2016/679, as subsequently amended and supplemented (GDPR), the personal data contained in the Contract shall be processed by electronic means in order to fulfil obligations arising from the same Contract. The electronic means used shall 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.

**Article 14
Contract update**

14.1 In case of amendments made after the signature of and in compliance with this Contract, the Contract shall be deemed to have been supplemented and replaced by its updated version. With effect from the date of execution referred to in article 7.1 above, the current version of the Contract shall fully replace any previous version thereof existing between the Parties.

Signature of the Contracting Party

Annex: Self-declaration of powers of representation, made pursuant to Presidential Decree 445/2000/other documentation proving such powers.

Pursuant to articles 1341 and 1342 of the Italian Civil Code, the following clauses of the Contract are specifically approved: article 2.3 (g) (Limitation of liability of GME); article 2.3 (i) (Indemnification by the Contracting Party); article 2.3 (l) (Indemnification by the Contracting Party); Article 3.4 (Limitation of liability of GME); article 3.9 (Indemnification by GME); article 5.2 (Tacit consent and forfeiture); article 5.5 (Suspension); article 6.1 (Limitation of liability of GME); article 6.2 (Forfeiture); article 6.3 (Force majeure and fortuitous events); article 6.4 (Suspension of the Service); article 7 (Duration and effect); articles 8.2 and 8.3 (Termination clauses); article 8.4 (Withdrawal by GME); article 9.1 (Changes and tacit consent); article 9.2 (Termination clause); article 12 (Exclusive jurisdiction).

Signature of the Contracting Party

Rome, (date) _____