**Flexibility Service Contract for Transport System Users[[1]](#footnote-1)**

This Flexibility Service Contract (the "**Contract**") is entered into by [-----], a company incorporated and existing under the law of the [*State in which it was incorporated*], registered with the [*Register of Companies or similar register*] under number [*registration number*], tax code [*tax code*], with registered office in [*address*] ("**Transport System User**", hereinafter "**Flexibility Service User**" for the purposes of this Contract) and **Terminale GNL Adriatico Srl**, a company incorporated and existing under Italian law, registered in the Milan Company Register at number 1788519, tax code / VAT number 13289520150, whose registered office is located in Via Santa Radegonda 8, 20121 Milan, Italy (the "**Operating Company**"). The Transportation Service User and the Operating Company are jointly referred to as the "**Parties**".

**RECITALS**

The Operating Company owns and operates an off-shore regasification terminal off the Venetian coast and on 3 August 2021, with Resolution 355/2021/R/Gas, ARERA cleared the Operating Company Regasification Code, which introduced changes regarding access to the Flexibility Services offered by the Operating Company including the possibility of offering this service also to Transport System Users who are not Regasification Service Users;

With resolution n. 469/2023 dated 17 October 2023, ARERA verified the Regasification Code which has introduced amongst Additional Services, the Virtual Liquefaction Service as described on Chapter II, article 3.7.4 and Annex (o) of the Regasification Code.

pursuant to article II 3.7.1 and Annex (o) of the Regasification Code, the Operating Company has published the Technical Operating Provisions for the allocation of the Flexibility Service on the Electronic Communication System (hereinafter "DTF") as well as the Annexes provided therein (Subscription Form, Contract to access the Flexibility Service, Guarantee Model for Transport System Users, Portal Access Form)

**WHEREAS AND CONSIDERED, the Flexibility Service User and the Operating Company (jointly, also "Parties") agree as follows:**

1. Premises - Definitions - Interpretative criteria
	1. The premises are incorporated into, and form an integral and essential part of, this Contract.
	2. Unless otherwise defined in this Contract, the capitalized terms used here will have the meaning attributed to them in Article I.1.1 of the Regasification Code.
	3. Exclusively for the purposes of this Contract and the provision of the Flexibility Service and compatibly with the context and regime of this service, where in this Contract reference is made to the provisions of the Regasification Code, this reference must be understood as referring to and applicable to the Flexibility Service and / or the Flexibility Contract and / or the Access Request to the Flexibility Service and / or the Flexibility Fee and / or the Transport System User, even if not expressly provided for in these provisions. This list is simplifying and not mandatory.
2. Scope and duration
	1. By signing this Contract and after sending the qualification documentation referred to in paragraph 3.1 of the DTF and verification by the Operating Company, the Flexibility Service User has access to the electronic portal named “Portale Asta”, introduced with resolution 469/2023/R/Gas on October 17, 2023 issued by ARERA having verified the Regasification Code and made available by the Operating Company for requesting the Flexibility Service and for the duration indicated in Article 2.4.
	2. By accessing the Portale Asta, the Flexibility Service User has the right but not the obligation to participate in the Sessions organized by the Operating Company for the allocation of the Flexibility Service in the manner and obligations provided for by the Annex (o) of the Regasification Code and the DTF.
	3. The duration of access to the Portale Asta referred to in this Contract is [*tick the box*]:

[ ] 365 days, starting from [day/month/year*, to be completed*]

[ ] 30 days, starting from [day/month/year*, to be completed*]

* 1. The expiration date of this Contract is [*insert the date corresponding to the end of the period referred to in Article 2.3*], without prejudice to any mutual right, obligation or liability arising up to the expiration date of the same. At the expiration date of the Contract, no form of automatic renewal will apply, without prejudice to the possibility for the Flexibility Service User to request the signing of a new contract.
	2. The Transport System User, subscribing the Contract and for the contract duration, could participate the Sessions organized by the Operating Company for allocating the Virtual Liquefaction Service or other Additional Services, made available for Transport System User. It is understood that this right cannot in any way be interpreted by the Parties as an obligation on the Transport System User[[2]](#footnote-2).
1. Tariff for the Flexibility Portal Access and for the Flexibility Service – guarantees
	1. By signing this Contract, the Flexibility Service User undertakes to pay the CSS fee equal to [*365/30 days, to be completed*] to access the Portale Asta and, in case of allocation of the Flexibility Service, the CRF offered *pay as bid* by the Flexibility Service User.
	2. To guarantee the fulfilment of the obligations undertaken towards the Operating Company in the event of participation in the Sessions for the subscription of the Flexibility Service, the Flexibility Service User undertakes to deliver the guarantee referred to in the DTF within the terms provided therein and to keep it valid and effective for the entire duration of the Contractand at least until the sixtieth day following the end of the subscription.
2. Guarantees and obligations of the Flexibility Service User
	1. The Flexibility Service User represents and guarantees that on the date of signature of this Contract and for the entire duration of the same:
		* 1. is part of a Transportation Contract with the major transportation company for the transportation downstream of the Redelivery Point of the quantities of Gas subject to each request for provision of the Flexibility Service and has the necessary guarantees required by the Balancing Operator in order to compensate for the exchange of the quantities of Gas at the PSV relating to the Flexibility Service provided by the Operating Company;
			2. is in possession of all other concessions, authorizations, licenses, clearances and permits necessary for the performance of all activities relating, connected and ancillary to this Contract;
			3. has read the documentation referred to in the Premises, which he declares to know and accept, and also undertakes to read and accept any subsequent changes to the same;
			4. meets the requirements of the Regasification Code, as referred to in the following article 5, the DTF and the Applicable Regulations.
	2. Without prejudice to the additional obligations under this Contract, the Regasification Code, the DTF and the Applicable Regulations, with the signature of this Contract the Flexibility Service User:
		* 1. grants the Operating Company the prior and unconditional authorization to register the transactions at the Virtual Trading Point ("PSV") in its name and on its behalf for the purpose of carrying out the Gas exchange transaction at the PSV to the Flexibility Service User as a Transport System User;
			2. undertakes to act as usufructuary (“*usufruttario*”) for the quantities of natural gas received pursuant to and for the purposes of the Civil Code and, in particular, pursuant to Article 995, paragraphs 1 and 2.
3. Reference to the provisions of the Regasification Code

Without prejudice to the provisions of article 1.3 above, this Contract and the relationship between the Operating Company and the Flexibility Service User regulated by it are also governed by the following provisions of the Regasification Code, as they are compatible with the nature of the Flexibility Service and not expressly waived by this Contract:

**Chapter I – General Principles:** 1. “*Definitions and Interpretation*”; 2. “*List of Annexes*” limited to the annexes (d), (h), (i), (j), (k), (l), (m), (n) e (o); 3. “*Applicable Law*”; 4 “*Resolution of Disputes*”

**Chapter II –Terminal Specifications, Access Procedures and Scheduling:** 1. “*Description of the Plant and Systems*”; 2. *“Capacity”* limited to paragraph 2.4.3. and subsequent which provide for: i) the principle of maximizing the use of the Terminal, ii) access requirements; iii) conditions of access; iv) documentation, and in paragraph 2.5; 3 3. “*Scheduling of Unloading Slots”* limited to paragraph 3.7 which regulates the Additional Services, including the Flexibility Service in paragraph 3.7.1.

**Chapter III - General Terms and Conditions for the provision of the Service:** 1. “Capacity *Agreements*”; 2. “*Scope of Capacity Agreements and Parties Obligations”* ; 3. “*Right of Withdrawal*”; 4. “*Title to LNG*”; 5. *“Quantity and quality of LNG”*; 6. *“Quantity and quality and Pressure of Gas”*; 7. *“Force Majeure”*; 8. *“Invoices, payment e Make-up capacity”*, without prejudice to the provisions of Article 3.2 of this Contract; 9. *“Taxes, duties e charges on the Gas”*; 10. *Guarantees*”, without prejudice to the provisions of Article 3.4 of this Contract and the DTF regarding the obligation to present the Bid Bond; 11. *“Insurance”*; 13. *“Termination”*, without prejudice to the provisions of Article 3.3 of this Contract; 14. *“Liability”*; 15. *“Complaints”*; 16. *“Domicile and notices*”; 17. *“Waiver”*; 18. “*Confidentiality”*; 19. *“Enforcement Cost”*; 20. *“Waiver of immunity”*

**Chapter VI – Amendments of the Regasification Code:** 1. *“General principles”*; 3. *“Proposal for the* *Amendment of the Regasification Code”*; 4. *“Communications”*

**Chapter VII – Quality of the Service:** 1. *“Introduction*”; 2. *“Basic Principles*”; 3. *“Areas of intervention*”; 4. *“Standard of Commercial Quality* ”; 5. *“Standard of Technical Quality*”; *6.* “*Standard of Quality of Service*”.

1. Domicile and Notices (chapter III – article 16 of the Regasification Code)
	1. For the purposes of this Contract, the Flexibility Service User elects domicile at [*insert address*] in Milan, and undertakes to maintain such domicile in Milan, for the entire duration of the Contract. All communications and notices to the Flexibility Service User by the Operating Company must be sent to the above address for the attention of [*insert recipient*] or e-mail address [*insert e-mail address*].
2. Applicable Law and resolution of disputes.
	1. As regulated in articles 3 and 4 of Chapter I of the Regasification Code.

[Place], [date]

[*Transport System User*]

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| 1. Signed :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 |
| 1. Name:
 |
| 1. In the capacity of:
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The Flexibility Service User unconditionally accepts, pursuant to and for the purposes of articles 1341 and 1342 of the civil code, the following articles of this Contract and of the Regasification Code:

Contract: article 2.3., article 3.3. and article 5.

Regasification Code:

1. **CHAPTER I:** 4.1 “Competence of the Regulatory Authority for Energy Networks and Environment 4.2 “Submission to jurisdiction”; 4.3 “Arbitration of Technical Disputes”.

**CHAPTER II:** 2.1.1 “Calculation of the Terminal Capacity”; 2.4.2 Subscription of the Terminal Capacity”; 2.4.5 “Access Request”; 2.4.7 “Execution of Modified Acceptances”; 2.5 “Access denial”

**CHAPTER III:** 2.2 “Parties' obligations ”; 2.6 “User's standard of performance”; 2.7 “Refusal of changes in the Service”; 2.9 “Performance of the Redelivery Service”; 3 “Capacity Contracts Duration and Withdrawal; 4 “Title to LNG”; 5.1.3 “Determination of quantity and quality of LNG at the Delivery Point”; 5.1.5 “Liability of the User with respect to the Unloading of LNG Out of Specification”; 6.1 “Redelivery of Gas”; 6.2 “Losses and Consumption of the Regasification chain”; 7 “Force Majeure”; 8.1 “Invoicing by the Operating Company”; 8.4 “Suspension of payment of invoices”; 8.6 “Adjustment of Errors”; 9 “ Payment of duties, and taxes (including VAT)”; 13 “Termination”; 14 “Liability”; 15 “Complaints”; 19 “Enforcement Costs ”; 20 “Waiver of immunity”.

**CHAPTER VI:** 4 “Communications”.

**Annex (o):** a) Flexibility Service, a.2) Availability and allocation method.

 **The list of unfair clauses must be modified or supplemented based on any changes to the Regasification Code requested by ARERA**.

[Place], [date]

[*Transport System User*]

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| 1. Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 |
| 1. Name:
 |
| 1. In the capacity of:
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For acceptance:

Terminale GNL Adriatico S.r.l.

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| 1. Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 |
| 1. Name:
 |
| 1. In the capacity of:
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1. This Contract is entered into by the Operating Company and those subjects who intend to become Flexibility Service Users and who are Transport System Users but not Users pursuant to the Regasification Code of the Operating Company. [↑](#footnote-ref-1)
2. It is also understood that, should the offer of the Virtual Liquefaction Service not be made available through the Portale Asta, the Operating Company will communicate, within reasonable timescales and in writing, to the Users who have subscribed the Flexibility and/or Virtual Liquefaction Service, the alternative application methods and terms for participation in "pay as bid" Auctions and for the submission of offers. [↑](#footnote-ref-2)