

**TRANSMED**  
**FCFS 2024-2025 Offer for Primary Capacity**  
(“TRANSMED FCFS 2024-2025 Offer” or simply “Offer”)

**PROCEDURE**

TRANSMED is offering transportation capacity on the trans-Mediterranean pipeline, on a first come first served basis, through a non-discriminatory and transparent offer on the PRISMA platform (<https://platform.prisma-capacity.eu>), according to this Procedure. All relevant information regarding TRANSMED FCFS 2024-2025 Offer is provided on TRANSMED website.

**1. Offer Details**

The available transportation capacity is offered on a firm basis as follows:

- i. Capacity is allocated to the applicant according to its booking on a first come first served basis, provided that applicant complies with all conditions set forth in this Procedure.
- ii. All capacity bookings and allocations will take place exclusively through the PRISMA platform.
- iii. All successful bookings submitted on the PRISMA platform will result in the allocation of a bundled capacity of the same quantity and duration with both TRANSMED and TTPC. Accordingly, interested parties can find the relevant terms and conditions on TTPC website

**2. Registration Process**

Applicants not having an active assignment with TRANSMED on the PRISMA platform are required to register on the PRISMA platform and, under penalty of exclusion from the booking process under this Procedure, to submit the following documents, duly filled in and compliant with the templates provided on TRANSMED website:

- ✓ Registration Form (annex 2), together with the documents requested therein (Company Register Extract, Last Approved Financial Statement, List of Members of the Board of Directors, and Credit Rating Certification – where applicable);
- ✓ Declaration (annex 3);
- ✓ Power of Attorney (annex 4), granting to one or more users the right to act in the name and on behalf of the applicant for the booking process on the PRISMA platform.

Applicants already having an active assignment with TRANSMED on PRISMA are required, under penalty of exclusion from the booking process under this Procedure, to submit an updated Power of Attorney and/or Declaration only if those already submitted do not comply with the templates provided or have already expired - or are about to expire - at the time of participation in the Offer (for the avoidance of doubt, a valid Power of Attorney must be in place at the time of any capacity booking).

All the above documentation must be sent by e-mail to [infocomm@transmed-spa.it](mailto:infocomm@transmed-spa.it).

Only in the event that the aforementioned documentation is compliant with the requirements, the applicant is validated on the PRISMA platform for the participation in the booking process under this Procedure.

### 3. Offer Procedure

#### 3.1 Publication of Capacity Offer

The capacity booking form is displayed under the heading "Direct FCFS" in the "FCFS Booking" section of the "Transport" area of the PRISMA graphic user interface ("GUI") accessible at <https://platform.prisma-capacity.eu>.

#### 3.2 Booking Rules

All applicants validated and approved for booking with TRANSMED and TTPC on the PRISMA platform can submit bookings, starting from **June 27<sup>th</sup>, 2024**.

The following booking rules apply:

- All terms and conditions of this Procedure must be accepted in order to submit a valid booking.
- The offered capacity is allocated among applicants on a first come first served basis.
- To submit a valid booking, a runtime must be selected and a capacity, expressed in  $\text{Cm}^3/\text{h}$ , must be specified. Each combination of a runtime and a capacity constitutes a Capacity Band.
- A Capacity Band booking must respect the minimum capacity threshold of 10.000  $\text{Cm}^3/\text{h}$ , only in case of yearly, quarterly, and monthly runtimes.
- In addition to the requested capacity, applicants may also specify a minimum requested capacity, which is the minimum capacity they would be willing to accept should the requested capacity not be available.
- A Capacity Band may have a runtime of up to a maximum duration of 5 (five) Gas Years.
- A Capacity Band can have one of the following durations:
  - ° Gas Year and multiples thereof: starting on October 1<sup>st</sup>, 2024 at 8:00 AM (GMT+1) and ending on October 1<sup>st</sup> of the following year at 8:00 AM (GMT+1) and, in any case, no later than October 1<sup>st</sup>, 2029.
  - ° Calendar Year and multiples thereof: starting on January 1<sup>st</sup>, 2025 at 8:00 AM (GMT+1) and ending on January 1<sup>st</sup> of the following year at 8:00 AM (GMT+1); the Calendar Year starting on January 1<sup>st</sup>, 2029 will however end on October 1<sup>st</sup>, 2029, therefore having a duration of nine months.
  - ° Quarter: starting on October 1<sup>st</sup>, 2024, January 1<sup>st</sup>, 2025, April 1<sup>st</sup>, 2025, and July 1<sup>st</sup>, 2025 at 8:00 AM (GMT+1) and ending on the 1<sup>st</sup> day of the following quarter at 8:00 AM (GMT+1).

- Month: starting on the 1<sup>st</sup> day of the month, from and including October 2024 until and including September 2025, at 8:00 AM and ending on the 1<sup>st</sup> day of the following month at 8:00 AM (GMT+1).
  - Week: starting either on Sunday at 8:00 AM (GMT+1) and ending on the following Sunday at 8:00 AM (GMT+1), or on Saturday at 8:00 AM (GMT+1) and ending on the following Saturday at 8:00 AM (GMT+1).
  - Week Working Days: starting on Monday at 8:00 AM (GMT+1) and ending on the following Saturday at 8:00 AM (GMT+1).
  - Weekend: starting on Saturday at 8:00 AM (GMT+1) and ending on the following Monday 8:00 AM (GMT+1).
  - Day-ahead: starting on day D+1 at 8:00 AM (GMT+1) and ending on day D+2 at 8:00 AM (GMT+1).
- In order to book a "Week", "Week Working Days", "Weekend", or "Day-ahead" Capacity Band, applicant needs to already have capacity (regardless of the runtime duration of this underlying capacity) booked at least for the entire month(s) concerned by the requested Capacity Band.
  - Please note that, thanks to the above-described integration of the offer with additional capacitive products, including daily ones, starting from gas year 2024/25, the daily "SCS capacity" as currently offered will no longer be available. However, a new "SCS service" will be available in case of System Critical Situations ("SCS") as activated by TRANSMED, that is in case of any situation referred to – as an example but not limited to – maintenance periods, capacity congestion management, or any other situation having a possible negative impact on the safe operation of the Italian gas network. More precisely, only in the event of a SCS and for the duration of the same, as communicated by TRANSMED, there will be the possibility of accessing this service nominating by the last within-day deadline a gas volume higher than the capacity booked, in case of physical availability of the service.

### 3.3 Booking Windows

Bookings for a Capacity Band must be submitted within the following Booking Windows:

- Gas Year and multiples thereof: from June 27<sup>th</sup>, 2024 up to and including September 15<sup>th</sup>, 2024.
- Calendar Year and multiples thereof: from September 15<sup>th</sup>, 2024 up to and including December 15<sup>th</sup>, 2024.
- Quarter: from the 15<sup>th</sup> of the month preceding its start up to and including the 20<sup>th</sup> of the same month.
- Month: from the 20<sup>th</sup> of the month preceding its start up to and including the 25<sup>th</sup> of the same month.
- Week, Week Working Days, and Weekend: from 8:00 AM (GMT+1) on the Thursday preceding its start to 4:00 PM (GMT+1) on the Friday preceding its start.
- Day-ahead: from 8:00 AM (GMT+1) to 4:00 PM (GMT+1) on the day preceding its start.

### 3.4 Credit Limit

After the first successful capacity booking of a long term product which, as provided for in article 4 below, will lead to the execution and subsequent entry into force of a GTA, in order to enable the applicant to submit further requests, the PRISMA platform will carry out a check of the residual “financial coverage” (available credit limit from Bank or Parent Company Guarantee, and/or cash collateral) provided by the applicant where applicable.

To this end, TRANSMED will determine the available Credit Limit equal to the difference between [A] the overall “equivalent” (as detailed in the dedicated focus) economic value of the financial coverage provided, where fully effective and valid in the period covered by the capacity booking, and [B] the share of this financial coverage already committed to guaranteeing the requested and/or already allocated capacity at the time of submission of the new capacity booking.

In this regard, in order to include the financial coverage and related additions into the calculation of the Credit Limit, applicant must provide evidence of the duly updated financial coverage to TRANSMED, as described in the Key Contractual Terms (annex 1), at least 4 (four) working days before the date of submission of the capacity booking request on the PRISMA platform.

Only if the economic countervalue of the capacity booking is less than or equal to the available Credit Limit (notwithstanding the tolerance percentage applied as detailed in the dedicated focus), the capacity booking request will be accepted and the available Credit Limit will be consequently reduced by the above mentioned economic countervalue.

It is understood that, due to the aforementioned tolerance percentage, following each successful booking, the financial coverage provided, if applicable, must in any case be adjusted according to the capacity allocated.

In any case, the credit limit will be timely updated on PRISMA platform after the payment of each relevant invoice.

Please note that the Credit Limit referred to in this paragraph shall be construed as unlimited for an applicant holding a credit rating no lower than Standard & Poor’s BBB-, or Moody’s Baa3, or Fitch Ratings BBB-.

For more information on the rationale behind the credit limit, please refer to the dedicated tool Focus on Credit Limit (annex 5).

## **4. Capacity Allocation**

### 4.1 Capacity Confirmation

Following a booking submission, the applicant receives from the PRISMA platform a notification of the outcome of its booking, and, in case of a successful booking, the confirmation of the booked capacity, which may be the requested capacity or, should this not be fully available, the greater available capacity between the minimum requested capacity that the applicant declared to be willing to accept and the requested capacity.

Applicant acknowledges and agrees that a booking constitutes a binding offer upon receipt of the capacity confirmation from the PRISMA platform.

#### 4.2 Long-Term Capacity Allocation

In case of annual or multiannual ("Long-Term") capacity, the allocation of the confirmed capacity is finalized by TRANSMED providing the successful applicant with the corresponding Gas Transportation Agreement ("GTA"), or the appropriate amendment to an existing GTA, to be executed within ten working days upon receipt by the applicant.

#### 4.3 Short-Term Capacity Allocation

In case of capacity of any other duration lower than one year ("Short-Term"), the allocation is construed as expressly finalized at the time of the confirmation by the PRISMA platform.

However, if the Short-Term capacity booking is the applicant's first successful booking, a GTA will be executed, similarly to what is provided for in paragraph 4.2 above. This GTA will have a standard duration of one year, to cover any additional Short-Term capacity booked by the applicant in the reference year.

#### 4.4 Conditions Precedent of the GTA

Applicant further acknowledges that the effectiveness of the GTA is subject to the fulfilment of the following conditions precedent, where applicable:

- a) Evidence of the conclusion of a gas transportation agreement with TTPC SpA for the transportation of Natural Gas on the trans-Tunisian pipeline, for the same committed flow rate and duration of the GTA;
- b) Delivery, where requested, of a bank or, if applicable, of a parent company guarantee, issued in favor of TRANSMED, or payment of a cash collateral, as provided in the GTA.

In the event that any of the conditions precedent above - where applicable - is not fulfilled at the latest by the day preceding the Contractual Starting Date, the GTA is considered null and void.

TRANSMED reserves the right to amend or supplement the terms and conditions of the Gas Transportation Agreement if required by a competent authority, or if necessary in order to correct errors and/or misleading wording, all while safeguarding its intended purpose and balance. Such amendments shall be properly communicated by TRANSMED.

#### 4.5 Secondary Market

From October 1<sup>st</sup>, 2024, the Secondary Market functionality will be active on the PRISMA Platform with the two options "OTC" (Over The Counter) and "CFO" (Call For Order).

Thanks to this feature, the subletting of transportation capacity between companies having valid GTAs with TRANSMED and TTPC will be concluded directly on the PRISMA platform, without the need for further steps outside the platform for its finalization.

### **5. PRISMA Platform and Technical Support**

Chapter 1 of the General Terms and Conditions for the use of the PRISMA Capacity Platform applies accordingly (as available on <https://www.prisma-capacity.eu>).

Applicants encountering any IT trouble may refer to the following contacts:

- Online Help : +49 341 69 92 990 - 69
- [helpdesk@prisma-capacity.eu](mailto:helpdesk@prisma-capacity.eu)

For further assistance, applicants may also access PRISMA platform's knowledge base at <https://prisma-capacity.freshdesk.com/support/solutions.%>

## **6. Governing Law and Jurisdiction**

These terms and conditions as well as the GTA shall be governed by and construed in accordance with the Italian law, with the exclusion of rules and regulations governing conflict of laws.

All disputes arising out of or in connection with this booking process shall be referred to the exclusive jurisdiction of the Court of Milan.

## **7. Liability**

TRANSMED shall not be liable to applicants for: (i) any information given by telephone, (ii) any technical defects in IT or telecommunications infrastructure that might occur during the booking process, (iii) any damages resulting from negligence other than gross negligence, (iv) any indirect or consequential loss or damage incurred by an applicant (including any loss or damage caused by loss of profit, loss of production or income, loss of agreement, loss of business opportunity or business interruption) howsoever arising (whether or not involving the negligent act or omission of TRANSMED, its directors, officers, employees or agents).

Nothing in this booking process shall exclude a party's liability for fraud or wilful misconduct. The release from and limitation of liability described above shall apply to the fullest extent permitted by law and the benefit thereof shall extend to TRANSMED directors, officers, employees, and agents.

## **8. Language**

The language of communication during the booking process and in all relevant documents is English.

## **9. Confidentiality**

All data, reports, records, correspondence, notes, and other information disclosed directly or indirectly between TRANSMED, and/or companies belonging to its corporate group, and each applicant, and/or companies belonging to its corporate group, if any, regardless of the way in which they are provided, are strictly confidential.

## **10. Miscellaneous**

This Procedure together with its Annexes (Key Contractual Terms, Registration Form, Declaration, Power of Attorney and Focus on Credit Limit) constitute all terms and conditions of the Offer.

ANNEXES:

1. Key Contractual Terms
2. Registration Form
3. Declaration
4. Power of Attorney
5. Focus on Credit Limit