

**TRANSMED**  
**FCFS 2023-2024 Offer for Primary Capacity**  
(“TRANSMED FCFS 2023-2024 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 2023-2024 Offer is provided on TRANSMED website.

**1. Offer Details**

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

- i. The capacity is assigned 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. Only bookings for capacity starting on the 1<sup>st</sup> day of a month will be accepted, except in case of weekly capacity, which always starts on a Sunday.
- iii. All successful bookings submitted on the PRISMA platform will result in the allocation of a capacity of the same quantity and duration with both TRANSMED and TTPC. Accordingly, interested parties can find the relevant terms and conditions at [www.ttpc.eni.com](http://www.ttpc.eni.com).

**2. Registration Process**

Applicants are required to register with TRANSMED 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, 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;
- ✓ Power of Attorney, 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.

All the above documentation must be sent by e-mail to [info@transmed-spa.it](mailto:info@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 28<sup>th</sup>, 2023**.

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  $\text{Cm}^3/\text{h}$ , except in case of a weekly Capacity Band booking, which must respect the minimum capacity threshold of 1.000  $\text{Cm}^3/\text{h}$ .
- 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 6 (six) Gas Years.
- A Capacity Band can have one of the following durations:
  - Gas Year and multiples thereof: starting on October 1<sup>st</sup>, 2023 (and ending no later than October 1<sup>st</sup>, 2029).
  - Calendar Year and multiples thereof: starting on January 1<sup>st</sup>, 2024 (the Calendar Year starting on January 1<sup>st</sup>, 2029 will in any case end on October 1<sup>st</sup>, 2029, having therefore a duration of nine months).
  - Quarter: starting on October 1<sup>st</sup>, 2023, January 1<sup>st</sup>, 2024, April 1<sup>st</sup>, 2024, and July 1<sup>st</sup>, 2024.
  - Month: starting on the 1<sup>st</sup> day of any month, from and including October 2023 until and including September 2024.
  - Week: starting on a Sunday at 8:00 AM (GMT+1) and ending on the following Sunday at 8:00 AM (GMT+1), from and including the week starting at 8:00 AM (GMT+1) on Sunday October 1<sup>st</sup>, 2023 until and including the week starting at 8:00 AM (GMT+1) on Sunday September 22<sup>nd</sup>, 2024.

- Week Working Days: same as Week above, but for a capacity equal to zero from Sunday at 8:00 AM (GMT+1) to Monday at 8:00 AM (GMT+1) and from Saturday at 8:00 AM (GMT+1) to Sunday at 8:00 AM (GMT+1).
- In order to book a "Week" or "Week Working Days" 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 weekly Capacity Band.

### 3.3 Booking Windows

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

- Gas Year and multiples thereof: from 8:00 AM (GMT+1) on June 28<sup>th</sup>, 2023 up to and including September 15<sup>th</sup>, 2023, by 1:00 PM (GMT+1).
- Calendar Year and multiples thereof: from 1:00 PM (GMT+1) on September 15<sup>th</sup>, 2023 up to and including December 15<sup>th</sup>, 2023, by 1:00 PM (GMT+1).
- Quarter: from 1:00 PM (GMT+1) on the 15<sup>th</sup> of the month preceding its start up to and including the 20<sup>th</sup> of the same month, by 1:00 PM (GMT+1).
- Month: from 1:00 PM (GMT+1) on the 20<sup>th</sup> of the month preceding its start up to and including the 25<sup>th</sup> of the same month, by 1:00 PM (GMT+1).
- Week and Week Working Days: from 8:00 AM (GMT+1) to 1:00 PM (GMT+1) on the Friday preceding its start.

### 3.4 Capacity Confirmation

Following a booking submission, the applicant receives by 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.

## **4. Capacity Allocation**

Applicant acknowledges and agrees that a booking constitutes a binding offer upon receipt of a capacity confirmation, as described in point 3.4 above.

### 4.1 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.

### 4.2 Short-Term Capacity Allocation

While, 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, subject to:

- i. the one-off signing of a specific contractual amendment in case of a GTA already in force and not yet aligned with the aforementioned confirmation method;
- or, if the Short-Term capacity booking is the applicant's first successful booking,
- ii. the execution of a GTA as described in point 4.1 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.

#### 4.3 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.

## 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 and Power of Attorney) constitute all terms and conditions of the Offer.

ANNEXES:

1. Key Contractual Terms
2. Registration Form
3. Declaration
4. Power of Attorney