

Trans Tunisian Pipeline Company
“First Come First Served” Offer for Primary Capacity

PROCEDURE

San Donato Milanese, November 15th, 2019

Whereas

- Trans Tunisian Pipeline Company SpA (“TTPC”) is offering transportation capacity on the trans-Tunisian pipeline through a non-discriminatory and transparent “First Come First Served” offer on the PRISMA platform according to this Procedure (“TTPC FCFS Offer” or simply “FCFS Offer”).
- In order to inform all the interested operators, TTPC has published on its website (www.ttpc.eni.com) and on the PRISMA platform (<https://platform.prisma-capacity.eu>) all the relevant information regarding the TTPC FCFS Offer.

Now therefore, the following shall apply:

1. Offer Details

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

- i. The capacity shall be assigned to the applicant according to its request on a first come first served basis, provided that applicant complies with all conditions set forth in this Procedure;
- ii. TTPC shall only accept capacity requests starting on the 1st day of any month between December 2019 and March 2020.
- iii. A successful bidder shall be entitled to execute a gas transportation agreement with Transmed S.p.A. on the TMPC pipeline, connecting the trans-Tunisian pipeline to the Italian network, for the same capacity and duration as awarded by TTPC.

A successful bidder, upon communication by TTPC, shall execute a Gas Transportation Agreement (“GTA”), which shall be subject to the fulfilment of the following conditions precedent:

- a) Evidence of the approval by the Tunisian State of the GTA, of the setting of the Fiscal Charge, if any, and of the obtainment of any further authorizations that might be required by the Tunisian State for the purpose of the GTA;
- b) Evidence of the conclusion of a gas transportation agreement with Transmed S.p.A. for the transportation of Natural Gas on the TMPC pipeline through the Sicily Channel, for the same committed flow rate and duration of the GTA;

- c) Delivery of the original of the Bank Guarantee or of the Parent Company Guarantee, if requested, issued in favor of TTPC as provided in the GTA.

In the event that any of the conditions precedent above is not fulfilled at the latest by the fifth business day preceding the Contractual Starting Date, the GTA shall terminate.

2. Registration Process

Applicants not having an active assignment with TTPC on the PRISMA platform are kindly requested to register on the PRISMA platform and, under penalty of exclusion from the bidding process, to submit to TTPC a duly filled in Registration Form, in compliance with the template annexed to this Procedure, together with the documents therein requested (Company Registration Certificate and Last Approved Financial Statement).

All applicants, under penalty of exclusion from the bidding process, shall submit to TTPC a valid Declaration, in compliance with the template annexed to this Procedure, and a valid Power of Attorney granting to a user's representative the right to act in the name and on behalf of the bidder on the PRISMA platform for this bidding process, in compliance with the template annexed to this Procedure.

Should the documentation result compliant with the requirements, the applicant shall be validated on the PRISMA platform for the participation to the bidding process.

Should the documentation result incomplete or not correctly filled in, the applicant shall be denied validation on the PRISMA platform for the participation to the bidding process.

3. Bids as Binding Offers

Bidder acknowledges and agrees that the submitted bid(s) shall constitute a binding offer to execute, within 10 (ten) calendar days from TTPC written notification of capacity allocation, the relevant GTA with TTPC, according to the Key Contractual Terms of the GTA - annexed hereto - which are not negotiable and have to be accepted by bidder.

However, TTPC 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 TTPC.

4. Offer Procedure

Publication of Capacity Offer

The capacity will be displayed in a dedicated section of the Transport area of the PRISMA graphic user interface ("GUI") accessible at <https://platform.prisma-capacity.eu>.

Offer window

All applicants validated and approved for bidding with TTPC on the PRISMA platform will be able to submit bids during the offer window. Starting from today and ending on **February 15th, 2020** bids will be collected via a separate bid form available on the platform GUI.

The following bidding rules will be taken into account:

- Bidders shall be required to accept all the terms and conditions of this Procedure in order to submit a valid bid;
- Bidders must specify a runtime, expressed in months, and a capacity, expressed in Cm³/h;
- The combination of runtime and capacity shall constitute a Capacity Band;
- A Capacity Band shall have a minimum capacity threshold of 10.000 Cm³/h;
- A Capacity Band shall have a minimum runtime of 12 (twelve) months;
- A Capacity Band may have a runtime longer than 12 months in the following cases:
 - a. Alignment to the gas year (October 1st, 2021)
 - A Capacity Band may have a runtime of between 19 (nineteen) and 22 (twenty-two) months, depending on the runtime start, in order to reach October 1st, 2021, namely gas year 2021/2022;
 - A Capacity Band reaching gas year 2021/2022 may also be booked for further gas years until October 1st, 2029;
 - b. Alignment to the calendar year (January 1st, 2022)
 - A Capacity Band may have a runtime of between 22 (twenty-two) and 25 (twenty-five) months, depending on the runtime start, in order to reach January 1st, 2022, namely calendar year 2022;
 - A Capacity Band reaching calendar year 2022 may also be booked for further calendar years, but in any case not beyond October 1st, 2029.

Capacity allocation

The offered capacity shall be allocated among bidders on a First Come First Served basis.

After the bid, TTPC shall notify in writing the successful bidder its allocated capacity and shall provide the same with the GTA and its Annexes for execution.

5. PRISMA Platform and technical support

Chapter 1 of the General Terms and Conditions for the use of the PRISMA Capacity Platform shall apply 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

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 bidding process and the GTA shall be referred to the exclusive jurisdiction of the Court of Milan.

7. Liability

TTPC shall not be liable to bidders for: (i) any information given by telephone, (ii) a technical defects in IT or telecommunications infrastructure that might occur during the bidding process, (iii) any damages resulting from negligence other than gross negligence, (iv) any indirect or consequential loss or damage incurred by a bidder (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 TTPC, its directors, officers, employees or agents).

Nothing in this bidding 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 TTPC directors, officers, employees and agents.

8. Language

The language of communication during the bidding process and in all relevant documents shall be English.

9. Confidentiality

All data, reports, records, correspondence, notes and other information disclosed directly or indirectly between TTPC, and/or or companies belonging to its corporate group, and each applicant, and/or companies belonging to its corporate group, if any, regardless of the manner in which they are provided, are strictly confidential ("Confidential Information"). The information and documentation received by bidder in accordance with Article 4 and any other Confidential Information may be

used by applicant only for the purpose of its participation to the bidding process and cannot be disclosed to third parties that are not part of the same group, where group means, with respect to any company, any other entity that, directly or indirectly, (a) owns or controls the company, (b) is owned or controlled by the company or (c) is under common ownership or control with the company, where "own" means ownership of more than fifty percent (50%) of the equity interests, shares, quotas or rights of distributions on account of equity of the company and "control" means the direct or indirect power to direct the management or policies of the company, whether through the ownership of voting securities or by contract.

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 TTPC FCFS Offer.

ANNEXES:

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