



**REGULATION OF
BULLETIN BOARD OF LONG-TERM ENERGY
CONTRACTS FROM RENEWABLE SOURCES
(PPA BULLETIN BOARD)***

Effective from 30 March 2022

(*) Please note that this translation is provided for convenience only. In case of discrepancies, the Italian text shall govern.

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TITLE I GENERAL PROVISIONS

Article 1 **Subject and Attachments**

- 1.1 This Regulation and the documents here attached, that can be considered integral and substantial part of it, govern the arrangements for the organization and operation of the Bulletin Board of long-term energy contracts from renewable sources in accordance with Article 28 paragraph 28.1 of the Legislative Decree of 8 November 2021, N. 199 on *"Implementation of Directive (EU) 2018/2001 of the European Parliament and of the Council of 11 December 2018, on promotion of the use of energy from renewable sources"* (hereinafter called: PPA BULLETIN BOARD).

Article 2 **Definitions**

- 2.1 In the Regulations:
- a) a purchase notice is the non-binding statement of availability to purchase a long-term electricity contract from renewable sources, published by operators, anonymously, on the bulletin board display;
 - b) a sale notice is the non-binding statement of availability to the offer of a long-term electricity contract from renewable sources, published by operators, anonymously, on the bulletin board display;
 - c) Contract Registration Section means the on-line report of the PPA BULLETIN BOARD in which the seller participant fulfils the obligation to register the long-term electricity contracts from renewable sources, as provided in this Regulation;
 - d) the notice section means the on-line report of the PPA BULLETIN BOARD in which participants may publish and display purchase and sale notices and show interest in such notices, as provided in this Regulation;
 - e) a long-term electricity contract from renewable sources means the contract for the long-term sale of electricity from renewable sources, regulated by physical delivery of the traded electricity;
 - f) Authority or ARERA means Autorità di Regolazione per Energia, Reti e Ambiente (Energy, Network and Environment Regulatory Authority), established under Law N. 481 of 14 November 1995;
 - g) an bulletin board display is the on-line report in which all the purchase and sale notices can be displayed;
 - h) the alphanumeric identification code of the contract is the alphanumeric sequence which allows to uniquely identify a long-term electricity contract from renewable sources which is the subject of registration in the contract registration section;
 - i) the identification code of the notice is the alphanumeric sequence that allows to uniquely identify a purchase or sale notice published in the notice section;
 - j) the identification code of the operator is the alphanumeric sequence that allows to uniquely identify an operator for the purpose of participating in the PPA BULLETIN BOARD;

- k) Legislative Decree N. 199/21 means the Legislative Decree N. 199 of 8 November 2021, on *"Implementation of Directive (EU) 2018/2001 of the European Parliament and of the Council of 11 December 2018, on promotion of the use of energy from renewable sources"*, published in Official Journal General Series N. 285 of 30 November 2021;
- l) exclusion from the PPA BULLETIN BOARD means the loss of the status of market participant;
- m) a working day shall mean a day from Monday to Friday, with the exception of those days recognized as public holidays by the State for all civil purposes and those which may be indicated in the Technical Rules;
- n) GME means Gestore dei Mercati Energetici S.p.A., the company (società per azioni) that is vested, among other things, with the economic management of the electricity market, in accordance with Article 5 of Legislative Decree N. 79/99, the economic management of the natural gas market, pursuant to Article 30 of Law N. 99 of 23 July 2009, as well as the organization and management of an IT bulletin board, in accordance with article 28 of Legislative Decree N. 199/21, with the aim of: *i)* promoting the meeting between parties potentially interested in conclusion of long-term electricity contracts from renewable sources; *and ii)* fulfil the obligation to record data and information related to long-term electricity contracts from renewable sources concluded outside the bulletin board;
- o) market operator means the natural or legal person who is allowed to operate on the PPA BULLETIN BOARD;
- p) registration means the operation of registration of a long-term electricity contract from renewable sources, carried out by a seller market operator on the contract registration section;
- q) a suspension of the market operator from the PPA BULLETIN BOARD means the temporary inhibition of a market operator from the ability to participate in the PPA BULLETIN BOARD.

Article 3

General principles and amendments to the Regulation

- 3.1 GME shall exercise its functions in a transparent and non-discriminatory way.
- 3.2 GME has the right organizational structure, suitable to prevent conflicts of interest, even if only potential, and the right control procedures for checking compliance with the Regulations and Technical Rules.
- 3.3 Market participants are required to align their behaviour to the common principles of correctness and good faith.
- 3.4 GME prepares the amendments and additions to the Regulation and notify them to the parties concerned by posting them on its Web site. Amendments and additions to the Regulation shall enter into force from their publication date and shall be communicated to the Ministry of the Ecological Transition at the same time.

Article 4
Technical Rules

- 4.1 The implementing and procedural rules of the Regulation are defined in the Technical Rules (hereinafter called: Disposizioni Tecniche di Funzionamento - DTF). In preparing the DTF, GME complies with the criteria of neutrality, transparency, objectivity and competition between operators.
- 4.2 DTFs are published on the GME Web site and, unless otherwise specified, enter into force from the publication date.

Article 5
Measurement unit and roundings

- 5.1 For the purposes of PPA BULLETIN BOARD, the GME shall adopt the measurement units indicated in the DTF.
- 5.2 For the purposes of PPA BULLETIN BOARD, all roundings are carried out by applying mathematical criterion. In particular, the figures shall be rounded up or down to the nearest last allowed decimal digit and, if they are in the middle, they are rounded up.

Article 6
Access to the information system

- 6.1 Access to the GME information system takes place through the Internet, according to methods and terms defined in the DTF, or through any further methods provided therein.

Article 7
Fees for services provided by GME

- 7.1 For the service provided by GME, operators of PPA BULLETIN BOARD shall pay GME the following fees:
- a) an access fee;
 - b) a yearly fixed fee.
- 7.2 The amount of these fees, as referred in the previous paragraph 7.1, shall be annually defined by the GME in order to ensure its own economic and financial balance. The extent of the fees shall be published on the GME Website with immediate effect during its first application and, afterwards, from 1 January of the following year.

Article 8
Invoicing the fees

- 8.1 The fees, mentioned in previous Article 7, paragraph 7.1, letter a) and b), shall be invoiced, plus VAT, where chargeable, in accordance with the modalities and within the time limits set out in the DTF.

Article 9
Payment of fees

- 9.1 The amounts, as referred in Article 8, shall be paid by the operators in accordance with the modalities and within the time limits defined in the DTF.

Article 10
Information on PPA BULLETIN BOARD

- 10.1 Each operator has access to the PPA BULLETIN BOARD data and information that directly concerns him/her.
- 10.2 Except where the obligation to communicate arises from the laws, regulations or other measures of the authorities, GME shall keep confidentiality with regard to data and information related to purchase and sale notices published on the PPA BULLETIN BOARD, or related to the long-term electricity contracts from renewable sources recorded on the PPA BULLETIN BOARD.
- 10.3 GME publishes, in anonymous and aggregated form, on its Web site, as indicated in the DTF:
- a) the data and information referred in the following Article 25, paragraphs 25.1, 25.2 and 25.3, letter a), related to the purchase and sale notices published on the PPA BULLETIN BOARD;
 - b) the data and information referred in the following Article 28, paragraph 28.2, letters b), c), e), f), g), h) and i) and paragraph 28.3, letter a), related to long-term contracts for renewable energy sources registered on the PPA BULLETIN BOARD.
- 10.4 GME makes available to the Ministry of the Ecological Transition all the information related to the PPA BULLETIN BOARD, required for the activities of the latter, including the monitoring reports pursuant to Article 28, paragraph 2, of Legislative Decree N. 199/21.

Article 11
Communication and publication of data and information

- 11.1 Unless otherwise provided, the communication and publication of the data and information provided in the Regulation shall be carried out electronically. In particular:

- a) communication to an operator takes place through the provision of data and information on the section of the GME information system whose access is reserved for the operator;
 - b) publication takes place through the provision of data and information on the non-confidential section of the GME Web site.
- 11.2 The purchase and sale notices submitted by the operators, the related expressions of interest and the registration of long-term electricity contracts from renewable sources can be considered as received at the date and time resulting from the GME information system.
Any other communication is considered as received:
- a) on the day and time of receipt, if received between 08,00 and 17,00 of a working day;
 - b) at 08,00 on the first working day following the day of reception, if it is received between 17,00 and 24,00 on a working day, or between 00,00 and 24,00 on a non-working day;
 - c) at 08,00 on the day of receipt, if received between 00,00 and 08,00 on a working day.
- 11.3 For the purpose related to time of receipt of a communication, the time of the GME Protocol shall be considered as a valid proof. In case of communications carried out electronically, the time of the GME information system shall be considered as a valid proof.

Article 12
Access security

- 12.1 The operators access the PPA BULLETIN BOARD through special procedures, defined in the DTF, aimed at guaranteeing the recognition of the operators and the authenticity and confidentiality of the operations carried out through the PPA BULLETIN BOARD.
- 12.2 Operators are required to keep access codes and any other data or tools necessary to access the PPA BULLETIN BOARD confidential.

Article 13
Emergency conditions

- 13.1 Emergency conditions are those cases of force majeure, situations of unavailability of the PPA BULLETIN BOARD, including also malfunctions in the GME information system or telecommunications systems, as well as:

- a) If operators, not suspended from the PPA BULLETIN BOARD, cannot publish, display and/or show interest in one or more purchase or sale notices available there;
 - b) If GME is unable to receive the sale or purchase notices sent by the operators;
 - c) If GME is not able to communicate to the operators what is provided in the following Article 27, paragraph 27.4;
 - d) If sale operators, not suspended from the PPA BULLETIN BOARD, cannot record data and information on long-term renewable energy contracts concluded outside the PPA BULLETIN BOARD.
- 13.2 If what mentioned in the previous paragraph 13.1 occurs, GME shall notify operators of possible emergency conditions, in accordance with the procedures defined in the DTF.
- 13.3 If cases mentioned in the previous paragraph 13.1 occur, GME is not, and cannot be, held liable for any damage suffered by the operators.

TITLE II
ADMISSION TOTHE PPA BULLETIN BOARD

Article 14
PPA BULLETIN BOARD Admission requirements

- 14.1 Subjects with adequate professionalism can be admitted to the PPA BULLETIN BOARD, as well as competence in the use of telematic systems and related security systems, or subjects who have employees or auxiliaries with this professionalism and competence.
- 14.2 Those who have been excluded pursuant to the following Article 32, paragraph 32.1, letter b), cannot be admitted to the PPA BULLETIN BOARD, against which, at the submission date of the new admission application, GME still has an unpaid credit on it.

Article 15
Application for admission to the PPA BULLETIN BOARD and Membership contract

- 15.1 The party who intends to participate in the PPA BULLETIN BOARD presents to the GME, according to the methods and within the time limits established in the DTF:
- a. An admission application to the PPA BULLETIN BOARD, drawn up in accordance with the specific form attached to the Regulation (Annex 1) and with documents indicated in the following Article 16;
 - b. A signed copy of the PPA BULLETIN BOARD Membership contract, drawn up in accordance with the specific form attached to the Regulation (Annex 2).

Article 16
Documents to be attached to the application form of the PPA BULLETIN BOARD

- 16.1 Where the party requesting admission to the PPA BULLETIN BOARD is a legal person, the admission application, signed by the legal representative or other person with the necessary powers, must be accompanied by a declaration certifying the ownership of the powers of representation, pursuant to Decree of the President of the Republic of 28 December 2000, n. 445, or other equivalent documentation on the basis of which the GME carries out a substantial equivalence assessment.
- 16.2 In cases where GME already has the documentation referred in the previous paragraph 16.1, the interested party is exempted from producing it by presenting a declaration containing the indication of this circumstance, the

submission date of the documentation to GME and confirmation of the timeliness of the contents provided.

Article 17
Admission procedure

- 17.1 Within 15 calendar days from receipt of the application, after checking compliance of the documentation submitted, GME shall notify the party concerned about admission or rejection of the application; in the latter case, the GME shall provide proper reasons. Such communication shall be carried out in accordance with procedures and terms defined in the DTF.
- 17.2 In order to verify the compliance with requirements of the previous Article 14 paragraph 14.1, GME may request the interested party to provide suitable documentation.
- 17.3 In case of irregular or incomplete documentation, GME shall inform the party concerned, in accordance with the procedures defined in the DTF, of the requirements necessary to regularize the situation or complete the documentation required, as well as the time limit within which to carry out such compliance. This communication shall suspend the period referred in the previous paragraph 17.1, which effect is assumed to start again from receipt, by GME, of the documents which have been regularized or completed.
- 17.4 The admission recognizes the status of operator.

Article 18
List of operators admitted to the PPA BULLETIN BOARD

- 18.1 The operators admitted to the PPA BULLETIN BOARD are included in a specific "List of operators admitted to the PPA BULLETIN BOARD", created and kept updated by GME, in accordance with the provisions of EU Regulation 679/2016 and subsequent amendments and additions.
- 18.2 For each operator, the List of operators admitted to the PPA BULLETIN BOARD provides:
- a) identification code of the operator, assigned by GME;
 - b) Surname and name, name or business name, place of residence and domicile, when different from residence, or registered office, fiscal code, VAT number, telephone numbers, e-mail addresses, the subject that must be taken into account in case of communications and related contact details;
 - c) operator status: admitted, suspended, pending exclusion request, excluded;
 - d) tax system of the operator;
 - e) operator's bank details.

- 18.3 The GME publishes the following data and information on its institutional Web site, with respect to the admitted operators:
- a) surname and name, or name or business name;
 - b) place of residence or registered office.
- 18.4 Each operator can access to his/her/its own data and information available in the List of operators admitted to the PPA BULLETIN BOARD.

Article 19
PPA BULLETIN BOARD participation details and information

- 19.1 Each operator makes request to the GME to insert data and information mentioned in the previous Article 18, paragraph 18.2, letter d), as well as data and information mentioned in the previous Article 18, paragraph 18.2, letter e), in the List of operators admitted to the PPA BULLETIN BOARD, in accordance with the procedures provided in the DTF.
- 19.2 For the purpose of entering these data and information mentioned in the previous Article 18, paragraph 18.2, letter d), the operator shall send to GME a declaration attesting its tax system in accordance with the provisions of the DTF.
- 19.3 After receiving the requests referred in paragraphs 19.1 and 19.2, the List of operators admitted to the PPA BULLETIN BOARD referred in previous Article 18 is updated by the GME. This change shall take effect within the second working day following receipt of the request by GME.

Article 20
Checks

- 20.1 The GME shall verify the compliance with the Regulation and DTF, in order to ensure the smooth functioning of the PPA BULLETIN BOARD, in accordance with the criteria of neutrality, transparency, objectivity and competition between operators. To this end, the GME may request operators any information or useful document concerning the operations carried out by them on the PPA BULLETIN BOARD, also, if required, through a meeting with them.

Article 21
Reporting obligations

- 21.1 Operators are required to notify GME, promptly and in any case within three working days of its occurrence, of any change for what concerns events, status and quality that can imply modification of data and information referred in

previous Article 18, paragraph 18.2, letters b), d) and e) declared by the operator and included in the List of operators admitted to the PPA BULLETIN BOARD.

- 21.2 Following each communication referred in the previous paragraph 21.1, the GME updates the List of operators admitted to the PPA BULLETIN BOARD.

Article 22

Exclusion from PPA BULLETIN BOARD upon request

- 22.1 For the purpose of exclusion from the PPA BULLETIN BOARD, the operators forward to the GME, according to the methods defined in the DTF, a written request, indicating the date from which the exclusion is requested.
- 22.2 The exclusion on request from the PPA BULLETIN BOARD starts from the latest date between:
- a) The second working day following the date on which GME receives the request mentioned in the previous paragraph 22.1;
 - b) the date reported in the request mentioned in the previous paragraph 22.1.
- 22.3 The exclusion from the PPA BULLETIN BOARD pursuant to this article does not exempt the operator from fulfilling all the obligations arising from the commitments entered into through the PPA BULLETIN BOARD, including the one related to the payment of fees referred in the previous Article 7.
- 22.4 During the suspension period from the PPA BULLETIN BOARD, the operator may not request exclusion under this Article.

TITLE III

OPERATION OF THE PPA BULLETIN BOARD

Article 23

Structure and subject of PPA BULLETIN BOARD

- 23.1 The PPA BULLETIN BOARD shall consist of notices section and Contracts registration section.
- 23.2 For what concerns notices section, operators can publish and view, anonymously, purchase and sale notices related to long-term electricity contracts from renewable sources, as well as showing interest in one or more notices show on the PPA BULLETIN BOARD.

- 23.3 For what concerns Contract registration section, the operators fulfil the registration obligation referred in Article 28, paragraph 1, of Legislative Decree N. 199/21, data and information on all long-term electricity contracts from renewable sources concluded outside the PPA BULLETIN BOARD.
- 23.4 The possible conclusion of the long-term contract for electricity from renewable sources between the operator proposing the notice and the operator interested in the same notice shall take place outside the PPA BULLETIN BOARD and, in no case, neither the notices nor the related expressions of interest, may constitute a commitment to negotiate or conclude contracts between the operators involved.

Article 24

Days and hours of operation of the PPA BULLETIN BOARD

- 24.1 The operating days and hours of the PPA BULLETIN BOARD are defined in the DTF.

CHAPTER I

NOTICE SECTION OF PPA BULLETIN BOARD

Article 25

Purchase and sale notices

- 25.1 Sale notices shall be submitted by operators in accordance with the terms and conditions defined in the DTF and shall contain at least the following minimum information:
- a) duration of contract underlying the notice, which cannot be less than the minimum duration specified in the DTF, and starting date;
 - b) production profile (baseload; peakload; pay as produced; other);
 - c) total capacity of the power plant or power plants related to the notice (expressed in MW), not less than the minimum power indicated in the DTF;
 - d) total amount of the contract, subject of the notice (expressed in MWh);
 - e) power plants subject of the notice;
 - f) type of renewable source of each power plant subject of the notice;
 - g) for each power plant, subject of the notice, its status and, for power plants not yet in operation, the expected date of entry into service;
 - h) expiry date of the notice.

- 25.2 Purchase notices shall be submitted by operators in accordance with the terms and conditions defined in the DTF and shall contain at least the following minimum information:
- a) duration of contract, which cannot be less than the minimum duration specified in the DTF and its starting date;
 - b) production profile (baseload; peakload; pay as produced; other);
 - c) total amount of the contract, subject of the notice (expressed in MWh);
 - d) expiry date of the notice.
- 25.3 Without prejudice to the provisions of the previous paragraphs 25.1 and 25.2:
- a) GME may provide in the DTF additional minimum information to be provided by operators in sales or purchase notices in accordance with the terms and conditions established therein;
 - b) operators may provide, in addition to the minimum information required for each notice, additional information, as set out in the DTF, in accordance with the terms and conditions established therein.
- 25.4 Within the PPA BULLETIN BOARD, sales and purchase notices can be v by operators by selecting, according to the methods provided in the DTF, one or more minimum elements constituting the notice content.
- 25.5 Notices, considered valid under the following Article 26, shall remain on the PPA BULLETIN BOARD until the date referred in the previous paragraph 25.1, letter h), in case of sale notice, or until the date referred in the previous paragraph 25.2, letter d), in case of purchase notice. Once the above term has expired, the notices will be automatically deleted.
- 25.6 Operators may modify or delete their notices in accordance with terms and conditions set out in the DTF. The PPA Bulletin Board, in accordance with terms and conditions indicated in the DTF, shall make known the change or cancellation of the notice to the operator that submitted an expression of interest for that notice and such expression of interest has not yet been accepted or rejected pursuant to the following Article 27, paragraphs 27.5 and 27.6.
- 25.7 The notices are displayed on the PPA BULLETIN BOARD without the operator's information, ensuring their anonymity.
- 25.8 The GME proceeds, according to the methods and terms provided in the DTF, to cancellation of the notices published by operators that are suspended or excluded from the PPA BULLETIN BOARD.

Article 26
Checks for notice validity

- 26.1 Following the notice submission, GME performs the validity checks only by verifying that:
- a) the operator is not suspended from the PPA BULLETIN BOARD;
 - b) the notice has been submitted according to the methods and terms indicated in the DTF;
 - c) in case of a sale notice, the notice shall include the minimum information referred in the previous Article 25, paragraphs 25.1 and 25.3, letter a), or, in case of a purchase notice, the minimum information referred in the previous Article 25, paragraphs 25.2 and 25.3, letter a).
- 26.2 If the validity checks referred in this Article have been successful, the notice shall be published on the PPA BULLETIN BOARD.
- 26.3 If the validity checks, referred in this Article, provided a negative result, the GME information system shall reject the notice, indicating to the operator involved the reasons of the negative outcome of the checks.
- 26.4 The responsibility for the correctness and truthfulness of the data and information related to each notice on the PPA BULLETIN BOARD remains, in any case, exclusive responsibility of the operator that published them.
- 26.5 The GME is not and cannot be held responsible for any damages resulting from the use of the information on the PPA BULLETIN BOARD.

Article 27
How the PPA BULLETIN BOARD Notice section works

- 27.1 The notices available on the PPA BULLETIN BOARD are displayed anonymously with the identification code of the notice and the information mentioned in the previous Article 25, paragraphs 25.1, 25.2 and 25.3, letter a), as well as the additional information referred in previous Article 25, paragraph 25.3, letter b), if inserted by the proposing subject.
- 27.2 Each operator, if not suspended from the PPA BULLETIN BOARD, may display all notices and express interest in them, except for its own notices, according to the methods and terms indicated in the DTF. In case of expression of interest for a sale notice, the operator may provide the information indicated in the DTF for the assessments of the proposing subject.
- 27.3 Operators may modify or delete their expressions of interest in accordance with terms and conditions set out in the DTF. The PPA Bulletin Board, according to the methods and terms indicated in the DTF, makes known the change or the cancellation of the expression of interest to the operator proposing the notice with reference to what the expression of interest has been modified or deleted.
- 27.4 Following an expression of interest related to a notice, the PPA BULLETIN BOARD makes available to the operator that submitted the notice, according to the methods and terms indicated on the DTF, the data related to the operator

that has expressed interest in a specific notice, and any additional information provided in accordance with the previous paragraph 27.2.

- 27.5 If the operator that submitted the notice agrees to contact the operator that has expressed interest, the PPA BULLETIN BOARD sends the data related to the proposing operator to the latter, in accordance with the procedures and terms indicated in the DTF.
- 27.6 If the operator that submitted the notice refuses to contact the operator that has expressed interest, the PPA BULLETIN BOARD sends the latter a communication, according to the methods and terms mentioned in the DTF, with notification of such refusal, maintaining, in such case, the anonymous status of the proposing subject that rejected the expression of interest.
- 27.7 If the proposing operator, on the expiry date referred in previous Article 25, paragraph 25.1, letter h) or the expiry date referred in previous Article 25, paragraph 25.2, letter d), does not take any action of acceptance or refusal as a result of the expression of interest received, the platform sends to the proposing operator and to the subject that has expressed interest, according to the methods and terms indicated on the DTF, a dedicated communication with details related to the identification code of the notice and about its expiration.
- 27.8 The operators must keep private and confidential all data and information related to potential negotiating parties they can be aware of through the PPA BULLETIN BOARD following the receipt and/or acceptance of one or more expressions of interest.

CHAPTER II

CONTRACT REGISTRATION SECTION

Article 28

Terms and conditions for contract registration

- 28.1 Data and information of long-term electricity contracts from renewable sources are registered on the PPA BULLETIN BOARD by the contract seller.
- 28.2 The seller operator shall make the registration referred in the previous paragraph 28.1, indicating, under penalty of inadmissibility, at least the following minimum information in accordance with the terms and conditions defined in the DTF:
- a) counterparty to the contract;
 - b) duration of contract which cannot be less than the minimum duration specified in the DTF and starting date;
 - c) production profile (baseload; peakload; pay as produced; other);
 - d) price;
 - e) total amount of the contract (expressed in MWh);
 - f) power plants subject of the contract;
 - g) type of renewable source of each power plants subject of the contract;

- h) total capacity of the power plant or power plants related to the contract (expressed in MW), not less than the minimum capacity indicated in the DTF;
 - i) for each power plants, subject of the contract, its status and, for power plants not yet in operation, the expected date of entry into service;
 - j) geographical location of each power plant subject of the contract.
- 28.3 Without prejudice to the provisions of the previous paragraph 28.2:
- a) GME may indicate in the DTF additional minimum information to be provided by sale operators when registering long-term electricity contracts from renewable sources;
 - b) the sellers may indicate additional information related to the contract being registered as indicated in the DTF, in accordance with the terms and conditions established therein.
- 28.4 Contract registration entered by the seller may be modified or deleted by the seller, in accordance with the methods indicated set out in the DTF.
- 28.5 Each contract registration is acquired by the PPA BULLETIN BOARD information system with a unique alphanumeric identification code.

Article 29
Validity of contract registrations

- 29.1 Following the contract registration, GME performs the validity checks only by verifying that:
- a) the operator is not suspended from the PPA BULLETIN BOARD;
 - b) the registration has been submitted according to the methods and terms indicated in the DTF;
 - c) the registration shall include the minimum information referred in the previous Article 28, paragraphs 28.2 and 28.3, letter a).
- 29.2 If the validity checks referred in this Article have been successful, the registration, acquired by the information system, shall be published on the PPA BULLETIN BOARD.
- 29.3 If the validity checks, referred in this Article, provided a negative result, the GME's information system shall reject the registration, indicating to the seller involved the reasons of the negative outcome of the checks.
- 29.4 GME confirms to the sellers the acquisition on the PPA BULLETIN BOARD of the contract data and information that are subject to registration, according to the methods and terms indicated in the DTF.
- 29.5 The responsibility for the correctness and truthfulness of the data and information related to each contract subject to registration on the PPA

BULLETIN BOARD remains, in any case, exclusive responsibility of the seller that carried out that registration.

TITLE IV
VIOLATIONS, DISCIPLINARY MEASURES AND DISPUTES ON THE PPA
BULLETIN BOARD

Article 30
Infringements of the Regulation and DTF

- 30.1 The following behaviours are considered to be a violation of the Regulations and DTF:
- a) negligence, imprudence and emptiness in the use of communication and participation systems on the PPA BULLETIN BOARD;
 - b) dissemination to third parties of confidential information related to third parties, or related to the operator, and in particular concerning access codes to the GME information system, any other data necessary to access the GME information system and the content of the notices submitted by third parties to the GME and the content of data and information communicated by third parties to the GME, except for fulfilment of obligations imposed by law, regulations or measures of competent authorities;
 - c) the attempt to access and/or unauthorized access to reserved areas of the GME information system;
 - d) all forms of use, for malicious purposes, of communication systems;
 - e) any other conduct that is not in line with the ordinary principles of correctness and good faith referred in the previous Article 3, paragraph 3.3.

Article 31
Disciplinary measures

- 31.1 GME shall, in case of infringements as referred in the previous Article 30, take the following disciplinary measures against the operator, in compliance with the principle of equality and equal treatment, taking into account the seriousness of

the infringement, the possibility of recidivism and according to a possible progression:

- a) private written reprimand;
- b) suspension of the operator from the PPA BULLETIN BOARD for a period not exceeding 18 months.

31.2 For any other breach, GME sends the operator a communication with:

- a) a description of the possible breach;
- b) the time limit, not less than 10 days, for possible submission of documents and information.

31.3 GME, on the basis of the acquired data, proceeds with further disciplinary measure, or closes the procedure, within thirty days from the sending of the communication referred in the previous paragraph 31.2.

31.4 The disciplinary measure, properly explained, or its closing, shall be communicated to the operator concerned. Any disciplinary measure adopted shall be communicated, for information, to the Ministry of Ecological Transition.

Article 32

Suspension for non-compliance of the communication obligations and for non-payment of the fee

32.1 In addition to the cases provided in the previous Article 31, the GME suspends the operator from the PPA BULLETIN BOARD in the following cases:

- a) in case the operator does not comply with the communication obligation referred in previous Article 21, paragraph 21.1, or the information communicated in accordance with the previous Article 21, paragraph 21.1, does not allow GME to find the operator. The suspension is arranged until the date of receipt by GME of the communication referred in previous Article 21, paragraph 21.1 or of the information or until the date on which the operator becomes available again on the basis of the information communicated in accordance with the previous Article 21, paragraph 21.1;
- b) in case the operator does not comply with the obligation to pay the fees foreseen in previous Article 7, paragraph 7.1, in accordance with the provisions of the previous Article 9. The suspension is set until the date in which the operator fulfils this obligation and, in any case, for a period not exceeding six months, after that, once unnecessarily completed, it is possible to exclude the operator from the PPA BULLETIN BOARD.

Article 33

Dispute resolution

33.1 Any disputes that may arise between GME and the operators of the PPA BULLETIN BOARD, including those concerning non-payment, even partial, of

the fees referred in the previous Article 7, are subject to the exclusive jurisdiction of the Court of Rome.



Annex 1

Application format for admission to the PPA BULLETIN BOARD

Application format for admission to the PPA BULLETIN BOARD referred to in Article 15, paragraph 15.1, letter a), of the Regulation of the Bulletin Board of long-term energy contracts from renewable sources

The undersigned
(name and surname)
born in, on,
resident in (prov. ...),
(address)
F.C., VAT N.,
phone number, certified email address,
e-mail address.....

or

The company/other
(name or company name)
with registered office in..... (prov. ...),
(address)
F.C., VAT N.,
phone number....., certified email address.....
e-mail address

in the person of, as.....
(legal representative or person with the necessary powers)

CONSIDERING THAT

- the organization and management methods of the PPA BULLETIN BOARD are defined in the Regulation of the Bulletin Board of long-term energy contracts from renewable sources (hereinafter: Regulation) adopted in implementation of the provisions of Article 28, paragraph 28.1, of Legislative Decree n. 199 of 8 November 2021, on "Implementation of Directive (EU) 2018/2001 of the European Parliament and of the Council of 11 December 2018, on promotion of the use of energy from renewable sources";
- the Technical Rules, referred to in Article 4 of the Regulation, are published on GME's Web site and enter into force from the publication date;

All this considered,

The undersigned.....

or

The company/other
in the person of..... as.....
(legal representative or person with the necessary powers)

REQUESTS

pursuant to Article 15 of the Regulation, admission to the PPA BULLETIN BOARD through the referred to in Article 17 of the Regulation.

For this purpose, it is attached the document referred to in Article 16 of the Regulation, which shall be an integral part of this application, a signed copy of the Agreement to the PPA BULLETIN BOARD referred to in Article 15, paragraph 15.1, letter b), of the Regulation, according to the form attached thereto as well as the declaration issued pursuant to Articles 6 and 7 of EU Regulation 679/2016 (privacy consent) which must be provided by each of the subjects appointed to access the information system of the PPA BULLETIN BOARD (User).

The undersigned.....

or

The company/*other*

in the person of..... as.....,

(legal representative or person with the necessary powers)

DECLARES

- 1) to follow and comply with the rules set out in the Regulation and the Technical Rules, that declares to know and fully accept without any further conditions;
- 2) to have adequate professionalism and competence in the use of information and communication (ICT) technologies and related security systems, or to have employees or auxiliary staff with such professionalism and competence;
- 3) that the contact person for any communications is:

Mr/Mrs

(Name and Surname)

- phone number.....;

- e-mail address.....;

- 4) that the person(s) appointed to access the information system of the PPA BULLETIN BOARD on behalf of the Applicant is/are:

Mr/Mrs

(Name and Surname)

- F.C./ Passport N.¹
- phone number.....;
- mobile number:
- e-mail address.....;
- role: user viewer

pursuant to EU Regulation 679/2016, and subsequent amendments and additions, the personal data in this application for admission will be processed, for the fulfilment of the obligations included in the application and for those related to the Regulation, by means of IT support, in order to guarantee the confidentiality and security of the data, as indicated in the information provided pursuant to articles 13 and 14 of the aforementioned EU Regulation 679/2016 and published on the GME Web site at the page <http://www.mercatoelettrico.org/It/GME/Info/Privacy.aspx>. The applicant acknowledges the aforementioned information and provides the consent to the processing and communication of personal data to third parties according to the methods and for the purposes indicated in the information provided in compliance with current legislation.

Place, date

.....

Signature

.....

¹ The passport number of the person in charge of accessing the computer system can be indicated as an alternative to the fiscal code, only if the aforementioned person, of non-Italian nationality, does not have the fiscal code



Annex 2

Membership contract to the Bulletin board of long-term energy contracts from renewable sources (PPA BULLETIN BOARD)

Membership contract to the Bulletin Board of long-term energy contracts from renewable sources (PPA BULLETIN BOARD) as referred in Article 15, paragraph 15.1, letter b), of the Regulation of the Bulletin Board of long-term energy contracts from renewable sources

BETWEEN

Gestore dei Mercati Energetici S.p.A., having its registered office in Rome, Viale Maresciallo Pilsudski n. 122/124, F.C. and VAT N. 06208031002 (hereinafter: the GME),

AND

..... / the company/ other.....
(name and surname) (name or company name)
resident/with registered office in....., Prov.,
(address)
F.C....., VAT N., in the person of
as (hereinafter: the Contractor);

GME and the Contractor, hereinafter separately defined as the "Party" and jointly the "Parties",

WHEREAS

- A. GME is the joint-stock company, established according to Article 5, paragraph 1, of Legislative Decree n. 79, which is entrusted with the economic management of the electricity market and which, pursuant to Article 28, paragraph 28.1, of Legislative Decree N. 199 of 8 November 2021, (hereinafter: Legislative Decree 199/2021) - on "Implementation of Directive (EU) 2018/2001 of the European Parliament and of the Council of 11 December 2018, on promotion of the use of energy from renewable sources" - established the Bulletin Board of long-term energy contracts from renewable sources (hereinafter: PPA BULLETIN BOARD) aimed at promoting the meeting between parties interested in stipulating long-term energy contracts from renewable sources;
- B. in implementation to the provisions of Article 28, paragraph 28.1, of Legislative Decree 199/2021, the Regulation of the Bulletin Board of long-term energy contracts from renewable sources (hereinafter: Regulation) also provides for the obligation of data registration related to long-term energy contracts from renewable sources regulated by physical delivery of traded electricity;
- C. pursuant to Article 15, paragraph 15.1, letter b), of the Regulation, the person who intends to participate in the PPA BULLETIN BOARD shall submit to GME a signed copy of the "Membership contract to the PPA BULLETIN BOARD" (hereinafter: the Contract);
- D. the Technical Rules as referred in Article 4 of the Regulations are published on GME's Web site and enter into force from the publication date;

E. the Contractor is a party as referred in Article 18 of the Regulations.

GIVEN WHAT MENTIONED ABOVE,
the Parties agree and stipulate what reported below.

Article 1
Purpose of the Agreement and validity of the premises

1.1 Through this Agreement, it is possible to define what below:

- a) the Contractor's rights and obligations towards GME;
- b) the conditions under which GME undertakes to provide the services made available within the PPA BULLETIN BOARD (hereinafter: the Service);

1.2 The premises shall be an integral and substantial part thereof .

Article 2
Contractor obligations

2.1 The Contractor declares to know and accept, without any conditions or reservations, the Regulation, as resulting from the applicable legislation. The Contractor also declares to properly know the IT support system of the PPA BULLETIN BOARD (hereinafter: the System), in its current configuration, or in any case to make a commitment on this issue.

2.2 The Contractor undertakes to:

- a) comply with the Regulation and the Technical Rules and keep up to date with any changes to these documents. It is understood that, if the Contractor does not intend to accept any changes and additions to the Regulations and the Technical Rules, the Contractor will have the right to withdraw from this Contract, by sending a communication according to the methods provided and to the address mentioned in the following article 9, paragraph 9.6. After fifteen days from the legal advertising of such changes and additions, without the Contractor having communicated the intention to withdraw from the Contract, these changes will be considered automatically accepted. Pending the aforementioned term, any further use of the PPA BULLETIN BOARD by the Contractor will be understood as implicit acceptance of the new conditions;
- b) register the data and information related to long-term electricity contracts from renewable sources, as referred in Article 28, paragraph 28.1, of Legislative Decree 199/2021, as seller, in accordance with the provisions of the Regulations and the related Technical Rules as well as guaranteeing the truthfulness and correctness of the aforementioned data and information subject to registration;

- c) adopt adequate technological systems for carrying out the activities made available within the PPA BULLETIN BOARD, which are compatible with the System, as well as update them according to any changes made by GME to the System;
- d) adopt adequate technological systems for carrying out the invoicing activities of the fees of the PPA BULLETIN BOARD by GME, compatible with the System and suitable for ensuring a correct, timely and secure exchange of data and information electronically provided, with methods and within the deadlines set by the Regulation and the Technical Rules;
- e) hire personnel with specific professionalism and competence in the use of technological systems as referred in the previous letter c);
- f) inform GME promptly and, where possible, in order to ensure the regular functioning of the PPA BULLETIN BOARD, in time to implement any necessary corrective measures, with regard to any inconvenience or operational anomaly deriving from problems related to technical reasons, or any other event that has caused or can be the cause of the failure or incorrect provision of the Service. In particular, the Contractor undertakes to notify GME, as quickly as possible and in the forms provided for in the following article 9, paragraph 9.6, of the occurrence of events, even if only potentially dangerous for the integrity and safety of the System (such as, merely as example, theft of confidential documentation related to access to the System or unauthorized access to the Contractor's premises in which such documentation is kept);
- g) cooperate with GME, or with third parties designated by it, also by allowing their employees or auxiliaries to access their premises, in order to allow the implementation of all interventions on the equipment (*hardware and software*) used by the Contractor, which are necessary to ensure the smooth functioning of the PPA BULLETIN BOARD. It is understood that GME is responsible, pursuant to Article 2049 of the Civil Code, for any damage caused during the implementation of such interventions;
- h) respect GME's property rights on data provided through the System and on trademarks registered or used by it, as well as the property rights of GME or of third party suppliers on the software programmes used for the Service provision;
- i) keep the devices as referred in Article 4, paragraph 4.1 below confidential, and use them, or allow their use by specifically appointed persons, exclusively for accessing and carrying out activities on the PPA BULLETIN BOARD. The Contractor, therefore, assumes all responsibility for unauthorized access to the PPA BULLETIN BOARD by third parties and undertakes to indemnify GME from any damage or danger to the integrity or safety of the System that may occur due to the Contractor's negligence or of its personnel in keeping the aforementioned devices;
- j) promptly request GME to disable the devices mentioned in the previous letter i) and to allocate new or different devices in all cases where it has reason to believe that unauthorized persons may make improper use of them;
- k) indemnify and hold GME harmless from any damage or costs it may have suffered, even after actions related to third parties, as a result of acts or behaviours put in place by the Contractor, as well as by any auxiliaries, agents and collaborators thereof, in violation of this Agreement, of

the Regulation, of the Technical Rules, as well as of any other legislative or regulatory provision, or of acts and provisions issued by GME or by competent authorities.

Article 3 **GME performance**

- 3.1 The Service shall be provided by GME to the Contractor in accordance with this Agreement, the Regulation and the Technical Rules. GME's obligations related to the provision of the Service must be considered as obligations of means.
- 3.2 GME shall provide the Contractor with the necessary cooperation to allow the Contractor access to the System, in particular in accordance with the Technical Rules. It is understood that the implementation of the activities and the provision of the tools necessary to access are the sole responsibility of the Contractor and shall be entirely at the expense of the Contractor.
- 3.3 GME may modify the technical, functional, administrative and operational procedures for the provision of the Service, as result of modifications or additions to the Regulations or Technical implementing provisions.
- 3.4 Without prejudice to the provisions of Regulation and Technical Rules, if the provision of the Service is interrupted, suspended, delayed or otherwise subject to anomalies due to technical reasons concerning the System, GME undertakes to do whatever it is necessary to overcome these problems. It is understood that if such events are due to technical reasons concerning the equipment (*hardware* or *software*) used by the Contractor to access the System, the Contractor shall be required to eliminate, as soon as possible, the causes thereof. GME and the Contractor undertake, within the scope of their works, to cooperate in order to identify the causes of interruptions, suspensions, delays or anomalies and to restore, as soon as possible, the System functionality.
- 3.5 GME and the Contractor acknowledge that it is not the GME's obligations to check the truthfulness, accuracy and completeness of data and information provided by third parties that are made available to the Contractor as part of the provision of the Service.
- 3.6 The Parties agree that checking the truthfulness and correctness of data and information entered and/or published by the operator on the PPA BULLETIN BOARD is not a part of the GME obligations.
- 3.7 The Contractor acknowledges that GME has the right to carry out anonymous processing of data and information related to long-term electricity contracts from renewable sources registered under the PPA BULETIN BOARD for the purposes mentioned in the Regulation.
- 3.8 GME and the Contractor acknowledge that GME shall not be liable for any failure or malfunction of telecommunication lines (e.g.: telephone lines), as well as access to *Internet*.
- 3.9 The Contractor acknowledges that GME has the right to use, for the provision of Service, third parties designated by GME, it being understood that, in any case, the contractual relationship is exclusively between the Contractor and GME.
- 3.10 GME undertakes to respect the Contractor's proprietary rights in the data transmitted through the System and on the registered or used trademarks of which GME has become aware.

3.11 GME undertakes to indemnify and hold the Contractor harmless from any damage or costs it may have suffered, even after actions related to third parties, as a result of acts or behaviours of GME or its auxiliaries, agents or collaborators, for the management and provision of the Service in violation of this Agreement, of the Regulation, of the Technical Rules, as well as any other legislative or regulatory provision applicable to this Contract.

Article 4

How to access the system

4.1 For what concerns the access to the System, the Contractor must use the technical security devices indicated by GME, such as, but not limited to, a user code, with a *password*, *smart card* or other *strong authentication* tools.

4.2 Access to the System shall be in accordance with the Technical Rules.

Article 5

Compensation

5.1 The Contractor shall pay for the Service provided under this Contract the fees established by GME pursuant to Article 7 of the Regulation, in accordance with Article 8 of the Regulation.

5.2 In case of complete System deactivation, such as to prevent the Contractor from using the PPA BULLETIN BOARD, the amounts due mentioned in paragraph 5.1 above shall be reduced in proportion to the period during which such deactivation occurred.

Article 6

Limitation of liability, force majeure and unforeseeable circumstances

6.1 With exception of what provided in the Regulation, GME, in the provision of Service, is liable for contractual and non-contractual damages, only because they constitute immediate and direct consequence of its behaviour caused by wilful misconduct or gross negligence, and, in the latter case, what can be expected at the date of signature of this Contract. The Parties acknowledge to each other that there shall be no obligation to pay compensation or indemnify for damages which are indirect or unforeseeable result of GME's behaviour, including, but not limited to, damages resulting from loss of business or customer opportunities or loss of profits.

6.2 The Contractor shall notify GME, subject to revocation, of any claim for compensation related to the Service provision within fifteen working days of the day on which the Contractor has known, or should have known, through the utmost care, the occurrence of the harmful event, at the same time, it provides a specific indication of the circumstances in which the harmful event and the damage occurred. The supporting documentation shall be communicated to GME no later than twenty working days after the day on which the Contractor has known, or should have known, using ordinary diligence, the occurrence of the harmful event.

6.3 There shall be no liability of GME and the Contractor for failures due to force majeure, unforeseeable circumstances, or events outside their control, such as, but not limited to, wars, riots, earthquakes, floods, fires, strikes, interruptions in electricity supply or provision of

dedicated data transport lines forming part of the System, where such interruptions can be ascribed only to the behaviour of third parties.

6.4 GME may, in cases of force majeure and unforeseeable circumstances, and in general in all cases where the Contractor's activity can potentially damage the integrity or security of the System, suspend access to the System, without the need for prior notification of the circumstances leading to the suspension.

Article 7 **Duration**

7.1 This Contract shall be effective and valid from the submission date of the admission application to the PPA BULLETIN BOARD.

7.2 This Contract will be considered terminated if one of the following events occur:

- a) exclusion of Contractor from PPA BULLETIN BOARD;
- b) total deactivation of the System as a result of changes to the applicable rules;
- c) withdraw from the contract by the Contractor.

7.3 The Contract termination under this Article shall in no way prejudice any other right to which a party is entitled under this Agreement or under general law provisions, nor will it affect any right or obligation of a party which has already arisen on the termination date.

Article 8 **Termination**

8.1 Any loss, for whatever reason, of the status of market participant, as acquired pursuant to Article 17 of the Regulation, constitutes a reason for termination by law of this Contract, pursuant to Article 1456 of the Civil Code, without prejudice to the right of GME to withhold the fixed fee mentioned in Article 7 of the Regulation as compensation and without prejudice to any further right of compensation for any higher damage.

Article 9 **General provisions**

9.1 Nullity or invalidity of one or more of the clauses in this Contract shall not affect the validity of the remaining clauses, that, in any case, will be considered fully effective and in force.

9.2 This Contract and any rights and obligations arising from it in relation to the Parties shall not be transferred to any third party outside the scope of this Contract.

9.3 Without prejudice to the provisions of Article 6 paragraph 6.2 above, failure to exercise or delay in exercising any of the rights related to a Party under this Contract shall not be considered as a waiver of such rights.

9.4 Any amendment to the Contract shall be made in written form.

9.5 For the purposes of this Contract, the Parties elect their domicile at the following addresses:

- Gestore dei Mercati Energetici S.p.A., Viale Maresciallo Pilsudski n. 122/124 - 00197 Rome;
-
(address)

9.6 Any communication or notification to be made under this Contract shall be made in writing and delivered by hand, including any courier service, or by registered mail with proof of receipt, or by electronic message with proof of receipt, to the following addresses:

- Gestore dei Mercati Energetici S.p.A., Viale Maresciallo Pilsudski n. 122/124 - 00197 Rome, *e-mail* address: info@mercatoelettrico.org; gme@pec.mercatoelettrico.org ;
-
(address)
certified email address....., *e-mail* address.....;

9.7 Communications will be considered as received at the date of signature of the delivery receipt, if by hand, or at the time of arrival at the recipient address, if they are made by registered letter with proof of receipt, or at the date of receipt of the message, if by email.

Article 10
Applicable law

10.1 This contract is governed by the Italian law.

Article 11
Disputes

11.1 Any dispute that may arise between GME and the Contractor related to this Contract shall be settled in accordance with the provisions of Title IV of the Regulation, which are understood to be fully adopted and transcribed herein.

the Contractor

.....

The following clauses of the Contract are specifically approved, pursuant to and for the purposes of Articles 1341 and 1342 of the Civil Code: Article 2.2, letter a) (Regulation and Technical Rules and their amendments); Article 2.2, letter i) (Liability for improper access to the Market); Article 2.2, letter k) (Indemnification); Article 3.7 (Limitation of liability); Article 6 (Limitation of liability, revocation, suspension of service); Article 7 (Termination of the contract effects); Article 8 (Resolution); Article 9.2 (Prohibition of assignment); Article 10 (Applicable Law); Article 11 (Disputes).

The Contractor

.....

Roma, (*date*)