Trans Tunisian Pipeline Company FCFS 2025-2026 Offer for Primary Capacity

("TTPC FCFS 2025-2026 Offer" or simply "Offer")

PROCEDURE

Trans Tunisian Pipeline Company ("TTPC") is offering transportation capacity on the trans-Tunisian pipeline, on a first come first served basis, through a non-discriminatory and transparent offer on the PRISMA platform, according to this Procedure. All relevant information regarding TTPC FCFS 2025-2026 Offer is provided on TTPC website.

1. Offer Details

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

- Capacity is allocated to the applicant according to its booking on a first come first served basis, provided that the 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 TTPC and Transmed. Accordingly, interested parties can find the relevant terms and conditions on the Transmed website.

2. Registration Process

Applicants not having an active assignment with TTPC 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 TTPC website:

- ✓ <u>Registration Form</u> (annex 2), together with the documents required therein (Company Register Extract, Last Approved Financial Statement, List of Members of the Board of Directors, and Credit Rating Certification – where applicable);
- ✓ <u>Declaration</u> (annex 3);
- ✓ <u>Power of Attorney</u> (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 TTPC 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 info@ttpc.sea-corridor.com.

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

Access to the capacity booking is by selecting the appropriate Network Point, i.e. *TTPC-Transmed* (entry Oued Saf Saf – exit Mazara del Vallo), in the FCFS Booking section of the Transport area of the PRISMA graphic user interface ("GUI") at https://platform.prisma-capacity.eu.

3.2 Booking Rules

All applicants validated and approved for booking with TTPC and Transmed on the PRISMA platform can submit bookings, starting from **June 30**th, **2025.**

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 Cm³/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 Cm³/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 4 (four) Gas Years.
- A Capacity Band can have one of the following durations (all times are in GMT+1):
 - Gas Year and multiples thereof: starting on October 1st, 2025 at 08:00 and ending on October 1st of the following year at 08:00 and, in any case, no later than October 1st, 2029.
 - Calendar Year and multiples thereof: starting on January 1st, 2026 at 08:00 and ending on January 1st of the following year at 08:00; the Calendar Year starting on January 1st, 2029 will however end on October 1st, 2029, therefore having a duration of nine months.
 - Quarter: starting on October 1st, 2025, January 1st, 2026, April 1st, 2026, and July 1st, 2026 at 08:00 and ending on the 1st day of the following quarter at 08:00.
 - Month: starting on the 1st day of the month (from and including October 2025 until and including September 2026) at 08:00 and ending on the 1st day of the following month at 08:00.

- October 2025 until and including September 2026) from D+2 at 08:00 (where D is the 1st day of month M) and ending on the 1st day of the following month M+1 at 08:00.
- Week: starting either on Sunday at 08:00 and ending on the following Sunday at 08:00, or on Saturday at 08:00 and ending on the following Saturday at 08:00.
- Week Working Days: starting on Monday at 08:00 and ending on the following Saturday at 08:00.
- Weekend: starting on Saturday at 08:00 and ending on the following Monday at 08:00.
- <u>Day-ahead</u>: starting on day D+1, D+2 or D+3 at 08:00 and ending respectively on day D+2, D+3 or D+4 at 08:00.
- In order to book a BOM Balance of Month, 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.
- As communicated in last year's offer, the daily SCS capacity is no longer offered due to the introduction of the Day-ahead capacitive product. However, the SCS service offered from gas year 2024/25 will continue to be made available in the event of System Critical Situations ("SCS") as activated by TTPC; 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 TTPC, 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 (all times are in GMT+1):

- Gas Year and multiples thereof: from June 30^{th} , 2025 up to and including September 15^{th} , 2025.
- Calendar Year and multiples thereof: from September 15th, 2025 up to and including December 15th, 2025.
- Quarter: from the 15th of the month preceding its start up to and including the 20th of the same month.
- Month: from the 20th of the month preceding its start up to and including the 25th of the same month.
- BOM Balance of Month: from 08:00 to 16:00 on the day D-2 preceding its start, until the fifth-to-last day of the month.
- Week, Week Working Days, and Weekend: from 08:00 on the Thursday preceding its start to 16:00 on the Friday preceding its start.

- Day-ahead: from 08:00 to 16:00 on the day D-1, D-2 and D-3 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, TTPC 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 TTPC, as set out in the <u>Key Contractual Terms</u> (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 this and further information on the rationale underlying the credit limit, please refer to the dedicated <u>Focus on Credit Limit</u> (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 PPRISMA 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 TTPC 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 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 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, where requested, of a bank or, if applicable, of a parent company guarantee, issued in favor of TTPC, or payment of a cash collateral, as provided in

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.

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.

4.5 Secondary Market

The Secondary Market functionality is 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 TTPC and Transmed will be concluded directly on the PRISMA platform, without the need for further steps outside the platform for its finalization.

4.6 Modulation Service

TTPC, still jointly with Transmed, is also offering the new Modulation Service, currently already available in trial mode until September 30th, 2025, aimed at providing additional balancing options, by making space available within the TTPC/TMPC corridor to modulate the gas flows at the Mazara del Vallo interconnection point.

Such space, allocated through a weekly auction mechanism, gives applicants the opportunity to temporarily retain within the corridor volumes of their own gas, nominated at the Oued Saf Saf Entry Point, postponing their redelivery at the Mazara del Vallo Exit Point to the following gas days, within and no later than the end of the period - normally one week - for which they have been allocated space in the corridor.

The related Terms & Conditions, which will replace those currently in place, will be published by the end of the current trial period of the service and, in any case, in good time for their application starting from October 1st, 2025.

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 trouble can reach out to PRISMA's Customer Success Team at the following contacts:

phone: +49 341 22 22 90

email: <u>helpdesk@prisma-capacity.eu</u>

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

7. Liability

TTPC 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 that 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 TTPC, 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 TTPC 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 TTPC and each applicant, 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
- 6. PRISMA Booking Windows