

**CONCESSION FOR THE PUBLIC SERVICE OF MARITIME
TRANSPORT OF PASSENGERS, VEHICLES AND GOODS BETWEEN
CIVITAVECCHIA, ARBATAX AND CAGLIARI AND VICE VERSA
WITH PUBLIC SERVICE REQUIREMENTS FOR MARITIME
TERRITORIAL CONTINUITY
CIG 97102965C0 CUP D19I23000040001**

This contract was finalised digitally pursuant to article 32, paragraph 14 of Italian
Legislative Decree 50/2016

BETWEEN

the ITALIAN MINISTRY OF INFRASTRUCTURE AND TRANSPORT -
General Office for Supervision of the Port Authority System, Maritime Transport
and Internal Waterways, with registered office in Rome, Italy at Via dell'Arte,
16, tax ID no. 97532760580 (hereafter, "*Awarding Entity*" or "*Ministry*"), in the
person of Francesca AIELLI, who participates in this contract as agent of the
Department Head, Maria Teresa DI MATTEO, pursuant to proxy no. 158 of 5
May 2023;

AND

Emanuele Grimaldi, born in Naples on 18/07/1956, residing in Naples (NA),
Italy, at Via Tasso 430, as the Chairman of the Board of Directors and legal
representative of the navigation company GRIMALDI EUROMED S.p.A. with
registered office in Palermo, Italy at Via Emerico Amari, no. 8 tax code and VAT
no. 00278730825, share capital € 120,000,000.00, registered with the Palermo
Business Register under no. 00278730825, the concessionaire company
individually

(hereinafter referred to as "*Concessionaire*", or also "*Navigation Company*" in short "*NC*");

(hereafter, jointly, "*the Parties*");

ON THE BASIS THAT

1. the Awarding Entity has carried out specific market research pursuant to point 4, Measure 2 of the Resolution issued by the *Autorità di regolazione dei trasporti* [Italian Transport Regulation Authority] (hereafter, "*ART*"), no. 22/2019;
2. after these controls, the report pursuant to point 9, Measure 2 of the cited ART Resolution 22/2019, sent to the Authority with a note on 9 December 2020, indicated, in relation to the line considered, the existence of conditions suggesting that the requirements of public service could be the subject of a tender procedure which included the best standards of efficiency, quality, technology and environmental sustainability;
3. with Opinion 1/2021, the *Autorità di Regolazione dei Trasporti* [Italian Transportation Regulatory Authority], at its meeting on 8 January 2021 (opinion issued to the Italian Ministry of Infrastructure and Transport pursuant to Measure 2, point 10 of ART Resolution 22 of 13 March 2019, regarding the compliance of the market research procedure relative to maritime connections with Sardinia, Sicily and the Tremiti islands to guarantee territorial continuity), certified the compliance of the procedure followed by the Awarding Entity to research the market pursuant to the measures contained in Resolution 22/2019;

4. during 2022 the company Agenzia nazionale per l'attrazione degli investimenti e lo sviluppo d'impresa S.p.A. (hereafter, also "Invitalia"), pursuant to Articles 37, section 7 and 38, paragraph 1 of Legislative Decree 50/2016 as amended (hereinafter the "Contracts Code" or just the "Code"), in its capacity as Central Purchasing Body within the scope of the activities envisaged by the Convention of 4 February 2020 signed by the Awarding Entity and Invitalia, began the procedure to award the concession for the public service of maritime transport passengers, vehicles and goods between Civitavecchia, Arbatax and Cagliari and vice versa, awarded to Grimaldi Euromed S.p.A. for a period of one year, starting on 23 March 2022, under the conditions indicated in the relative contract no. 57 of 22 March 2022, and its annexes;
5. due to the time limit of the aforementioned contract, the Awarding Entity decided to assign adequate, regular and continuous maritime public transport services to ensure maritime territorial continuity for passengers, vehicles and goods between Civitavecchia, Arbatax and Cagliari;
6. this contract is covered by the resources identified in chapter **1960** of the spending forecast status for the Ministry of Infrastructure and Transport;
7. therefore, by means of Contract no. 44 of 13 March 2023, it was decided to award a concession for the public service of maritime transport of passengers, vehicles and goods between Civitavecchia, Arbatax and Cagliari and vice versa, for the duration of 36 months, by means of an open tender procedure, carried out pursuant to and for the purposes of:
 - Regulation (EEC) 3577/92 of the Council, applying the principle of the freedom to provide services to maritime transport within the EU (maritime cabotage);

- Regulation (EU) 1177/2010 of the European Parliament and Council of 24 November 2010, concerning the rights of passengers when travelling by sea and inland waterway and amending Regulation (EC) 2006/2004;
- Italian Legislative Decree 129 of 29 July 2015, containing “*Sanction regulations for violations of the provisions of Regulation (EU) 1177/2010, amending Regulation (EC) 2006/2004, concerning the rights of passengers when travelling by sea and inland waterway*”;
- the “*Regulation Act containing regulatory measures to define tenders to assign maritime transport services for passengers between and to and from the islands, and conventions to enter in the specifications of those tenders, pursuant to article 37, paragraph 2, letter f) of Italian Decree Law 201 of 6 December 2011, converted, with amendments, by Law 214 of 22 December 2011, as amended.*” (hereafter, “**Regulation Act**”) pursuant to Annex A to Resolution 22/2019 of 13 March 2019 issued by the Transport Regulation Authority and the regulations referenced therein;
- the Regulation Act containing “*Minimum quality conditions for maritime passenger transport services, national and local, involving public service charges, pursuant to article 37, paragraph 2, letter d) of Italian Decree Law 201 of 6 December 2011, converted, with amendments by Law 214 of 22 December 2011*”, pursuant to Annex A to ART Resolution 96/2018 of 4 October 2018 and the regulations referenced therein;

- Articles 60 and 164 and subsequent of the Contracts Code, to be awarded using the criteria of the most economically advantageous offer and identified on the basis of the best quality/price ratio;
- 8. additionally, with the stated Decision, the Awarding Entity, pursuant to article 31 of Italian Legislative Decree no. 50 of 18 April 2016 no. 50, appointed Francesca Aielli as the Sole Manager of the Contract Procedure, as defined herein;
- 9. the tender procedure was begun through publication of the Call for Tender (hereafter, the “**Call**”) in the Official Journal of the European Union no. 2023/S 057-167475 of 16 March 2023 and the Official Journal of the Italian Republic, 5th Special Series, no. 33 of 20 March 2023, as well as in 4 (four) daily newspapers, 2 (two) of which with national circulation;
- 10. with note no. 8329 of 20 March 2023, signed for acceptance on 22 March 2023, established the technical extension of the service pursuant to cited Contract 57 of 2022, pursuant to article 106, paragraph 11 of Legislative Decree 50 of 2016, under the same terms and conditions, for a period of 6 months, from 23 March 2023 to 22 September 2023, or for any lesser time necessary to identify a new contracting party;
- 11. by the deadline indicated in the Call for Tender, 1 offer was received;
- 12. after examination of the documentation presented by the company, on 19 May 2023, with decree no. 112, the Awarding Entity adopted the provision granting GRIMALDI EUROMED S.p.A. admission to the tender procedure;

13. on the same date, the stated provision was published on the Ministry of Infrastructure and Transport's institutional website in the section “Transparent Administration” and the bidder was informed through the Digital Platform;
14. at the end of the above-mentioned tender procedure, the Concessionaire, as the only bidder and on the basis of the conclusions reached by the Tender Committee set up for this purpose, was identified as the successful bidder;
15. therefore, with provision no. 183 of 4 July 2023, the Awarding Entity, pursuant to article 33, paragraph 1 of the Contracts Code, approved the awarding proposal in favour of the company and, consequently, pursuant to article 32, paragraph 7 of the stated Code, awarded the concession to entrust the **“public service of a maritime connection to transport passengers, vehicles and goods between the ports of Civitavecchia, Arbatax and Cagliari and vice versa with public service requirements for maritime territorial continuity”**, in favour of the same;
16. on 5 July 2023, the Awarding Entity also published the stated provision on the Ministry of Infrastructure and Transport's institutional website in the “Transparent Administration” section and, on 6 July 2023, pursuant to article 76, paragraph 5 of the Contracts Code informed the bidder of the award;
17. pursuant to article 8, paragraph 1(a) of Italian Decree Law no. 76 of 16 July 2020, converted into Italian Law no. 120 of 11 September 2020 (hereinafter the "Simplification Decree"), checks have been initiated to prove that the Licensee meets the general and special requirements set out in the tender *lex specialis* and, consequently, this **Contract is subject to a termination condition, in the event of a negative outcome of the aforementioned checks;**

18. this contract is signed while awaiting the release, by the relevant Regional Government Offices, of the anti-Mafia disclosure, requested on 28 June 2023, with note no. PR_PAUTG_Ingresso_0105300_20230628, pursuant to article 91 of Legislative Decree 159 of 6 September 2011 and, in any case, following the declaration made by the Concessionaire regarding the lack of cause for prohibition, forfeiture or suspension pursuant to article 67 of Legislative Decree 159/2011; consequently, **the contract is subject to a termination condition**, leading, in the case of failure of the aforementioned anti-Mafia checks, to the ineffectiveness of the same, with all consequences under the law;
19. as established in article 32, paragraph 10 of the Contracts, the deadline extension pursuant to paragraph 9 above does not apply to this procedure, as only one bid was presented and no immediate appeals were filed with reference to the call for tender;
20. on 24 July 2023, the Concessionaire established a [REDACTED] definitive guarantee in line with that established in the tender regulations and article 103 of Legislative Decree 50/2016, compliant with the Ministry of Economic Development template 193 of 16 September 2022, the *“Regulation containing templates for surety guarantees and insurance policies pursuant to articles 24, 35, 93, 103 and 104 of Legislative Decree 50 of 18 April 2016, as amended”*, delivering the original copy of the policy to the Awarding Entity;

21. the Concessionaire produced the insurance policies and relative appendices, issued to [REDACTED] cover civil liability for any injury or damage caused to people and/or goods by the Concessionaire, the Awarding Entity or third parties (including employees of the Concessionaire and/or sub-contractor and/or sub-supplier or the Awarding Entity) in execution of the Contract;

22. that at the time of the offer, the Concessionaire had accepted all the clauses included in the Tender Regulations, in the documents annexed therein and cited, including this contract, as well as in the Technical Specifications and the annexes to the same, used as the basis for the tender;

with this contract, the Awarding Entity therefore intends to award the tender to GRIMALDI EUROMED S.p.A., entrusting it with the public service of maritime transport of passengers, vehicles and goods between Civitavecchia, Arbatax and Cagliari and vice versa, based on that established in Contract Decision no. 44 of 13 March 2023.

NOW, THEREFORE, the Parties, as established above, agree and stipulate as follows.

Article 1 -

(Preambles and annexes)

The introductory clauses, annexes and documentation listed below constitute an integral and substantial part of this contract:

- a) with Contract Decision 44 of 13 March 2023;
- b) the Call and Tender Regulations and its annexes;

- c) the Technical Specifications and relative annexes;
- d) the Concessionaire's EUPD (European Single Procurement Document [DGUE in Italian]);
- e) the Offer, as defined herein;
- f) the guarantees and insurance policies referred to in the foregoing recitals.

The “*technical documentation*”, annexed to this contract as an integral and substantial part of the same, includes the documents listed below:

1. Annex A - “*Operating Schedule*”;
2. Annex B - “*Ship and Maintenance Plan*”;
3. Annex C - “*Risk Matrix and Mitigation Measures*”;
4. Annex D - “*Data Access Plan*”;
5. Annex E - “*Minimum Service Quality Conditions*”;
6. Annex F - “*Guaranteed Services in Case of Strike*”;
7. Annex G - “*Price Plan*”;
8. Annex H - “*Services Charter*”;
9. Annex I - “*PRM Assistance and Training*”;
10. Annex L – “*Monitoring of the Service*”;
11. Annex M - “*Verification of Economic/Financial Balance*”;
12. Annex N - “*Rules for Preparing the EFP*”;
13. Annex O - “*EFP NC*”.

The above documents are understood to be an integral and substantial part of this contract, even if not physically annexed to the same, as they have been filed with the Awarding Entity.

In any case, the documents in the above list are annexed to this contract, newly signed digitally by the Concessionaire and by the Awarding Entity, solely for the purposes of stipulating this contract.

The clauses of this contract are to be understood as automatically supplemented (if lacking) or withdrawn (in the case of conflict) with respect to that established in the regulations and regulatory deeds indicated in the introductory clauses, in particular the Regulation Acts approved with ART Resolutions 96/2018 and 22/2019.

Article 2 -

(Definitions)

In the context of the present contract, the following are understood as below:

- a) Concessionaire: the economic operator awarded the public service concession which is the subject of the contract;
- b) Concession: the concession deriving from this contract, specifically the entrusting of the public service of maritime transport of passengers, vehicles and goods with public service requirements (PSR) to guarantee territorial continuity between Civitavecchia, Arbatax and Cagliari and vice versa and all the services pursuant to the Technical Specifications and relative annexes, as defined herein;
- c) Call: indicates the Call for Tenders to award the Contract, published in accordance with the Italian Legislative Decree no. 50/2016 and Italian Presidential Decree 207/2010, as defined herein;
- d) Technical Specifications: the document containing technical, descriptive and performance details, including the annexes to the same;
- e) Contracts Code: Italian Legislative Decree 50 of 18 April 2016, containing the “Public Contracts Code”;
- f) Privacy Code: refers to Regulation (EU) 2016/679 of the European Parliament and Council, of 27 April 2016, regarding the protection of natural persons as regards the processing of personal data, as well as the free

circulation of such data and abrogating directive 95/46/EC and Italian Legislative Decree 196 of 30 June 2003;

- g) Contract: this contract and the annexes to it;
- h) Contractual Documents: refers to the documents annexed to the contract;
- i) DEC: refers to the Contract Execution Director, pursuant to article 101 of the Contracts Code, appointed by the Awarding Entity;
- j) DURC: refers to the single insurance contribution payment certificate pursuant to Italian Ministerial Decree of 30 January 2015;
- k) DUVRI: refers to the interference risk assessment document (Documento di Valutazione dei Rischi da Interferenze) prepared under the responsibility of the Awarding Entity, pursuant to Article 26, paragraph 3 of Italian Legislative Decree 81 of 9 April 2008;
- l) Financial Intermediary: refers to Poste Italiane S.p.A. or a bank;
- m) Financial Monitoring: refers to activities to monitor financial movements as prescribed under article 3 of Italian Law 136 of 13 August 2010;
- n) Offer: refers to all the deeds and documents presented by the Concessionaire during the tender process, on the basis of which the contract was awarded;
- o) Parties: refers to the Awarding Entity and the Concessionaire;
- p) Services: refers to all of the activities both individually and as a whole, which are the subject of the contract and better detailed in the Technical Specifications;
- q) SCM: refers to the Awarding Entity's Sole Contract Manager;

- r) Awarding Entity: this is the Ministry of Infrastructure and Transport - General Office for Supervision of the Port Authority System, Maritime Transport and Internal Waterways;
- s) Comprehensive Workplace Health and Safety Law: Italian Legislative Decree 81 of 09 April 2008;
- t) Omitted route: route not carried out;
- u) Leg or line: connection between ports characterised by the ports reached and the sequence in which the ports are reached;
- v) Person with a disability or person with reduced mobility (PRM): any person whose mobility with regards to the use of transport is reduced due to any physical disability (sensory or locomotive, permanent or temporary), mental disability or handicap, or any other cause of disability, or due to age, and whose condition requires adequate attention and an adjustment of the service provided to all passengers to meet the specific requirements of the person in question;
- w) Cancellation: non-execution of a service originally planned;
- x) Delay: the difference in time between the departure or arrival time expected by the passenger based on the published schedule and the actual time of departure or arrival;
- y) Force majeure or causes external to the navigation company: extraordinary and unforeseeable occurrences that impede the regular execution of the contract and, also, renders ineffective any action taken by the committed party to eliminate it. This includes but is not limited to, weather and sea conditions, suspensions or changes ordered by public authorities for reasons of order and safety which make execution of the service impossible or prohibited, uprisings, assassination attempts, natural disasters and wars,

provided these events are such as to impede the execution of the service involved in the Concession.

Article 3 –

(Contract subject and aims)

This contract governs the exercising of the public service of maritime transport providing territorial continuity for passengers, vehicles and goods between Civitavecchia, Arbatax and Cagliari and vice versa, with public service requirements (PSR) as listed below and better identified in “**Annex A**”, which contains the “***Operating Schedule***”, which, even if not actually annexed to this contract, constitutes an integral and substantial part of the same. This includes all activities associated with and instrumental to the execution of the public transport service as above.

The Awarding Entity awards to the Concessionaire, which accepts without reserve, based on the offer presented during the tender process, the public service which is the subject of the Concession, involving maritime transport of passengers, vehicles and goods between Civitavecchia, Arbatax and Cagliari and vice versa.

The transport service consists of the services and public service requirements (PSR) indicated in the Technical Specifications, as supplemented by the Offer.

The Concessionaire may also operate routes not subject to public service requirements (PSR) in compliance with current regulations and the requirements to maintain regular and separate accounting pursuant to article 18 below, and without interference or overlapping commercial services established by the contracting entity - that is, distracting from the ships dedicated to the public service such as to compromise the proper execution of the services called for in this contract and the relative economic balance.

The public transport services must be provided with the technical features and executed with the method better described in the Technical Specifications, and with any superior conditions contained in the Offer presented by the Concessionaire. The execution of the public transport service which is the subject of the contract by unsuitable entities will lead to termination of the contract pursuant to article 1456 of the Italian Civil Code.

For the purposes of this contract, the services described shall be understood to include all maintenance and technical support expenses, when necessary, as well as proper execution of the services, for the duration of the contract. These expenses are understood to be under the full responsibility of the Concessionaire and included in the contract fee.

For execution of the service entrusted, including all associated and instrumental activities, the Navigation Company undertakes the commercial and industrial risks as governed by this service contract.

The Concessionaire is held to provide the public service, organising the necessary ships and management at its own risk and may make use of subcontracts within the limits established in the current regulations on the subject, in the tender regulations, the technical specifications and its Offer.

The Concessionaire undertakes to carry out all activities, as well as any requested actions, administrative requirements, services and complementary actions, even if not expressly indicated, functional to the perfect execution of the contract, in compliance with the Technical Specifications which served as the basis for the tender, as well as any recommendations and/or provisions, however referred to, issued by the Awarding Entity, even if these actions are not specifically envisaged in this Contract.

The maritime public transport services involved in the contract must be carried out in full compliance with the technical rules for proper execution; the Concessionaire must guarantee the technical solutions it provides or manages are adapted to comply with the regulations in effect at the time the contractual services are provided, as well as with national and international technical standards.

The Concessionaire is required to comply with all the norms and provisions referenced in collective contracts, the law and in regulations regarding worker protection, safety, health, insurance and assistance; it must also comply with general safety laws.

Before executing the contractual services, the Concessionaire shall deliver the DUVRI to the Awarding Entity, signed for acceptance, or supplemented as deemed necessary.

Article 4 -

(Service characteristics - Ships - Price Plan - Ticket management during handover from the previous manager)

Service characteristics: that established in the Technical Specifications is referenced expressly and in its entirety as well as that established in the Technical Offer presented by the Concessionaire during the tender process.

The Navigation Company must carry out the maritime connections in compliance with the “**Operating Schedule**”, pursuant to Annex A.

Ships: the Navigation Company must use, to provide the services involved in this contract, a ship with characteristics in compliance with the constraints established in the Technical Specifications, as supplemented by its own technical offer, if applicable. Without prejudice to compliance with the constraints in the Technical Specifications, any definitive or temporary changes in the ships used must be communicated in advance with respect to the change to receive prior authorisation from the Awarding Entity.

Scheduled maintenance which involves stops for the ship offered for the service must be carried out solely between October and April, unless the objective impossibility of this is demonstrated, through a communication sent to the Awarding Entity and without prejudice to the requirement to guarantee continuity of the service with the methods established in the Contract.

Price Plan: the maximum prices which can be charged to customers for the service involved in this contract are found in the Technical Specifications and in Annex **G “Price Plan”**, as supplemented or amended based on a superior offer made during the tender procedure (if applicable). These values represent the total final cost of the ticket to passengers, net of value added tax and port charges to be paid to the relevant authorities.

The Navigation Company undertakes to apply prices which do not exceed those established beforehand. Subject to prior notification to the Awarding Entity, the company may charge less, without discriminating between types of passengers and without this constituting grounds for revision of the fee.

Ticket management during handover from the previous manager: during the handover from the previous manager, the Concessionaire undertakes to cooperate, negotiate and govern with the previous manager, under the supervision of the Awarding Entity, the conditions which ensure the validity of tickets issued by the outgoing manager, method to replace the same and any compensation for customers to the extent possible and to protect customers.

The Navigation Company undertakes to cooperate, during the handover, with a new service manager, ensuring fair cooperation, so as to guarantee, through agreements between the parties, under the supervision of the Awarding Entity, the validity of any tickets issued and not utilised as of the date this contract expires.

Article 5 -

(Duration of Contract efficacy and of the obligations involved in the Concession)

This contract is effective for the Concessionaire as of stipulation, while it becomes effective for the Awarding Entity only after it has been registered by the control bodies and will cease to produce effects upon the full and regular execution of the services awarded, after the SCM issues a certificate indicating the services have been completed.

The obligations involved in the Concession have a duration of 36 (thirty-six) months, starting from the date on which execution begins, as formally communicated by the SCM. 15 days after the execution of the contract begins, if the Concessionaire has not begun the services with no legitimate reason, the Awarding Entity shall have the right to terminate this contract and award the service to another operator, without the Navigation Company having any right to claim anything.

If special circumstances temporarily impede the regular execution of the services which are the subject of the contract, the Awarding Entity reserves in any right the option to suspend or interrupt execution of the contract, pursuant to articles 107 and 175 of the Contracts Code.

Suspension of the services which are the subject of the contract in the case of force majeure or other unforeseen and unforeseeable circumstances which impede or delay execution for significant periods may lead to an extension of the duration of this contract, in line with the duration of the suspension in question. This extension is established if authorised by the SCM.

If incidents arise which impact the proper execution of the contract, such as to make execution impossible and/or delay it significantly, the Concessionaire undertakes to promptly inform the Awarding Entity, including the reasons, to allow verification of whether the commitments undertaken with this contract are ensured.

Article 6 -

(Public service requirements - Service interruptions or suspensions due to exceptional causes or strikes - Public information)

Pursuant to article 4 of Reg. 3577/92, the public service requirements imposed by this contract refer to requirements pertaining to ports which must be served, the regularity, continuity, frequency, ability to provide the service and the required prices.

Annex A **“Operating Schedule”** and Annex G **“Price Plan”** specifically establish the requirements with regards to regularity, continuity and frequency, as well as for the price plan, established taking the Navigation Company’s technical offer into account.

The provision of the transport service cannot be interrupted, changed or suspended by the Navigation Company for any reason.

Service interruptions or suspensions are allowed:

- a) when it is impossible to ensure safe service due to adverse weather or sea conditions or unforeseen technical problems;
- b) due to suspensions ordered by public authorities for reasons of order or safety;
- c) for other cases of force majeure, formally ascertained and declared by the competent authorities (including, but not limited to, demonstrations, assassination attempts, natural disasters and, in any case, events which cannot be prevented through normal efforts) which make it impossible or illegal to provide the services involved in the Concession.

The omission of routes must be duly justified to the Ministry by the NC, on the first business day after that on which the event occurred.

Within two weeks of this communication, the Ministry has the right to request additional information, begin any ascertainties it deems necessary and dispute classification of the event as extraordinary.

The Ministry shall make all appropriate ascertainties to assess whether the event was effectively pertinent and prevented execution of the service.

If the service is not executed and/or routes are cancelled for reasons other than those indicated above, this will lead to a reduction in the fee and/or application of penalties in accordance with that established in articles 8 and 16.

In the case of a strike by its personnel, the Navigation Company is required to guarantee the minimum services indicated in Annex F to this contract, specifically the “**Guaranteed Services in Case of Strike**”.

Non-execution of the routes guaranteed in the case of a strike will lead to application of the reduction established under article 16.

Public information: the Navigation Company must guarantee the publication and dissemination of all the information pursuant to Chapter II of Annex A to ART Resolution 96/2018, using the methods established therein, as well as promptly informing the Ministry and interested regional entities. Non-compliance with the disclosure requirements pursuant to this article shall lead to the application of a penalty based on that established in article 16 of this contract.

Article 7 -

(Quality Policy - Services Charter - Service Disruption Requirements - PRM Requirements)

Quality Policy: the Navigation Company is held to provide the service in compliance with the minimum quality levels with regards to the following quality factors:

- a) Regularity of service and punctuality;
- b) User information and transparency;
- c) Commercial accessibility;
- d) Ship cleanliness and comfort;

e) Public accessibility of ships and infrastructure (in particular for PRM).

Annex E, pursuant to Measure 2 of Annex A to ART Resolution ART 96/2018, defines the minimum quality levels required from the Navigation Company, the methods used to monitor and verify compliance with the same by the Awarding Entity, the system of penalties applicable in the case of non-compliance with the minimum levels and the mechanism for awarding bonuses in the case of quality improvements.

Services Charter: the Navigation Company has prepared its Services Charter and the general transport conditions on the basis of the “General Reference Structure for preparing Services Charters for the public transport sector”, as established in Italian Presidential Decree 30/12/1998, as amended, to the extent compatible with the specific aspects of maritime services and in compliance with that established under article 2, paragraph 461 of Italian Law 244 of 24/12/2007.

The Navigation Company sees to the publication and dissemination of the Services Charter and the general transport conditions by 31 March of each year, also digitally, informing the Awarding Entity. Non-publication of the same will lead to application of the penalty pursuant to article 16.

The Navigation Company updates the “*General transport conditions for services for passengers and goods*” based on the obligations resulting from this contract and any regulatory changes which occur in the meantime.

The Services Charter prepared by the Navigation Company is annexed to this contract (Annex **H** “**Services Charter**”).

Any changes made to the Services Charter require it to be published again, updated on the corporate website and the cited Annex **H** also updated.

Service disruption requirements: in the case of delays, the Navigation Company informs passengers of the expected departure and arrival time as soon as the information is available. If passengers miss a connection due to a delay, the Navigation Company shall make reasonable efforts to inform passengers of alternative connections.

The Navigation Company must promptly inform the Awarding Entity of any disruption in the services involved in this contract, sending a report within 48 (forty eight) hours detailing the actions implemented in order to comply with the service disruption requirements.

The content of this article is an integral part of the General Transport Conditions for services for passengers and goods and of the Services Charter, pursuant to Annex **H** to this Contract.

See the provisions of Regulation EU (1177/2010) which amends Regulation (EC) 2006/2004 concerning the rights of passengers when travelling by sea and inland waterway and Italian Legislative Decree 129 of 29 July 2015, containing *“Sanction regulations for violations of the provisions of Regulation (EU) 1177/2010, amending Regulation (EC) 2006/2004, concerning the rights of passengers when travelling by sea and inland waterway”*.

PRM requirements: ships must be equipped in a manner that guarantees full integration of all passenger services for PRM, as well as the ability to easily embark and disembark, safely and, if possible, independently. Hence, at least one passenger deck must be accessible to PRM, if possible independently. This must include an embarkation/disembarkation area, an area for the consumption of beverages and snacks, an area for repose and a wheelchair accessible public bathroom.

If the deck in question is not located on the same level as the deck for embarkation of vehicles or if the above cited on-board services are located on different decks, the ship must also have, at the least, appropriate lifting equipment certified by the relevant entities, which ensures persons with reduced mobility safe access on board the ship. On board equipment for access and time on the ship for PMR must comply with the technical standards and relevant regulations (Legislative Decree 45/2000 as amended, PRM Guidelines issued with the General Office for Navigation, Maritime Transport and Internal Waterways Circular no. 10/SM, file 151 of 04/01/07, as amended and Reg. EU 1177/2010).

In relation to the minimum features of ships with reference to equipment for Persons with Reduced Mobility, as well as compliance with minimum quality conditions (MQC) for maritime cabotage services identified in Reg. EU 1177/2010, the Navigation Company is prohibited from, due to reasons of disability or reduced mobility:

- not accepting a booking or not issuing a ticket;
- not embarking a person with a disability or with reduced mobility, provided the person in question possesses a valid ticket or reservation.

Reservations and tickets are offered to persons with disabilities and with reduced mobility without any additional charges.

In the case of the departure, transit or arrival of a person with a disability or reduced mobility at a port, the Navigation Company is responsible for providing, free of charge, the assistance pursuant to Annex I to this contract, containing **“PRM Assistance and training”** allowing them to access the departing ship or disembark from the arriving ship for which they acquired the ticket.

On board the ships, the Navigation Company shall provide to persons with disabilities or with reduced mobility the assistance pursuant to the cited Annex I, at a minimum. In addition to the above, the Navigation Company is required to cooperate with port management entities to provide specific assistance to persons with disabilities or reduced mobility, as follows:

- a) assistance is provided on the condition that the request and type of specific assistance required for the person with reduced mobility is communicated to the Company with at least 24 (twenty four) hours of advance notice, also through its sales network. If the ticket allows multiple trips, a single notification is sufficient, provided that adequate information about the timing of subsequent trips is given;
- b) the Company adopts all measures needed to receive communications relative to assistance required by persons with disabilities or reduced mobility. This requirement applies to all sales points, including telephone sales or internet-based sales;
- c) if notifications are not made in compliance with letter a), the Navigation Company shall do all possible to guarantee that assistance is provided in a manner that allows the person with a disability or reduced mobility to access the departing ship or disembark from the arriving ship for which the ticket was acquired;
- d) assistance is provided on the condition that the person with a disability or reduced mobility presents themselves at the designated location at least 30 (thirty) minutes prior to the published departure time;

- e) if a person with a disability or reduced mobility requires a service animal, this animal is hosted on the condition that notification is provided to the Navigation Company, also through its sales network, in compliance with the applicable norms regarding the transport of recognised service animals on board passenger ships.

Additionally, the Navigation Company:

- a. ensures its personnel has adequate knowledge to satisfy the needs of persons with disabilities or reduce mobility, providing training focused on assistance and awareness of disabilities, as described in Annex “I”;
- b. ensures that all new employees receive disability awareness training and that all crew members take part in periodic refresher courses.

To that end, training courses include an informational module within six months of the stipulation of the Contract or, in the case of new employees, within six months of hiring.

In the case that wheelchairs, other mobility equipment or parts of the same are lost or damaged during movement within the port or when transported on board the ships, the passenger to which they belong shall be compensated by the Navigation Company. If necessary, the NC shall do all possible to rapidly replace the equipment.

The content of this article is an integral part of the General Transport Conditions for services for passengers and goods and of the Services Charter.

For all that envisaged in this article, reference is made to the PRM Guidelines issued with the General Office for Navigation, Maritime Transport and Internal Waterways Circular no. 10/SM, file 151 of 04/01/07, as amended, as well as Regulation EU (1177/2010) which amends regulation (EC) 2006/2004 concerning the rights of passengers when travelling by sea and inland waterway and Italian Legislative Decree 129 of 29 July 2015, containing “*Sanction regulations for violations of the provisions of Regulation (EU) 1177/2010, amending Regulation (EC) 2006/2004, concerning the rights of passengers when travelling by sea and inland waterway*”.

Commercial accessibility: the Navigation Company is required to guarantee the sales of tickets as in its technical offer. Minimum commercial accessibility levels are specified in the Technical Specifications and in Annex E.

Article 8 -

(Reimbursement fee, payment and invoicing methods)

The Navigation Company is due a fee to reimburse it for the costs associated with taking on the public service requirements, net of revenue calculated in accordance with Measure 8 of Annex A to ART Resolution 22/2019.

The total amount of the fee for the thirty six-month duration of the contract is agreed to be € 26,910,703.00 (twenty six million nine hundred ten thousand seven hundred thirty three/00) plus VAT.

The Navigation Company is also granted ownership of the revenue deriving from the sale of tickets and from the on-demand services provided on board.

A deduction in the amount 2 (two) per mille will be taken from the total amount to be paid, for contract performance supervision and monitoring. This deduction will be taken when adopting the commitment of expenditure determination.

The Concessionaire expressly declares its acceptance that the fee as determined above includes and fully compensates all the required activities for executing the service entrusted to it, in compliance with the laws, rules and regulations in effect, including all activities necessary to comply with the provisions of the Awarding Entity, as well as all other necessary technical and administrative activities.

The Concessionaire renounces as of now any fee in addition to that established in this contract, as well as revaluations or revisions of any type of the fees (other than those consequent verification of economic/financial balance of the activities involved in the concession, pursuant to Annex **M**) and any other increase for partial assignments or interruption to the assignment for any reason not attributable to the Awarding Entity.

It is understood by the Parties that the agreed upon fee includes any and all charges and expenses which may be required to carry out the activities as established.

The Concessionaire is also responsible for expenses relative to the payment of duties, taxes, fees or payments under whatever name, required by laws or regulations and deriving from the execution of the contract.

Il pagamento del corrispettivo avverrà mediante bonifico bancario sul conto corrente di seguito indicato, intestato al Concessionario e dedicato, in via esclusiva, ai sensi dell'articolo 3 della Legge n. 136/2010: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Pursuant to article 3 of Italian Law 136/2010, the Concessionaire declares that the persons delegated to make use of the current account indicated above are:

1. Surname and name:

[REDACTED]

Date and place of birth:

[REDACTED]

Address of residence:

[REDACTED]

Nationality:

[REDACTED]

Tax ID Code:

[REDACTED]

2. Surname and name:

[REDACTED]

Date and place of birth:

[REDACTED]

Address of residence:

[REDACTED]

Nationality:

[REDACTED]

Tax ID Code:

[REDACTED]

Payments will be made after invoices have been issued in digital format using the Interscambio System (SdI) of the Tax Revenue Agency, using the Unique

Office Code [REDACTED] Digital invoices must:

- be addressed to: The MINISTERO DELLE INFRASTRUTTURE E TRASPORT – *Direzione generale per la vigilanza sulle Autorità di sistema portuale, il trasporto marittimo e per vie d'acqua interne* (Italian Ministry of Infrastructure and Transport - General Office for Supervision of the Port

Authority System, Maritime Transport and Internal Waterways);

- include the CIG, CUP and order number indicated by the Awarding Entity.

Norms regarding split payments shall apply to the invoices issued, pursuant to Italian Law 190/2014.

For the purposes of receiving the fee, the Navigation Company will issue invoices on a quarterly basis, after the service has been provided, equal to 90% (ninety percent) of one quarter of the total for the reference year. Payment of the amounts will occur within 60 (sixty) days of the day on which the invoice file is received and after the Awarding Entity has received the document establishing compliance with social security contributions (Documento Unico di Regolarità Contributiva - DURC), certifying proper payment of contribution, social security and insurance requirements, and on the condition that the requirements established in this contract and its annexes regarding the transmission of data and documents have been met.

The annual balance is calculated by the Awarding Entity after evaluating adjustments on an annual basis, calculating actual trips made, deducting the amount of deductions and penalties, and communicated to the NC by the third month of the contractual year subsequent to the year in question and paid in the sixty days after receipt of the relative invoice. In the case of a negative balance which exceeds 10% (ten percent), the adjustment will be made in the next payment. The fee for the last quarter of the last year of the contract will involve payment of the balance, after the Awarding Entity has checked the number of routes completed and made adjustments for deductions and penalties, without prejudice to the enforcement of the definitive guarantee when appropriate.

Each invoice, without prejudice to the withholding of 0.5% (zero point five percent) of the net amount due, pursuant to article 30, paragraph 5-bis, of Italian

Legislative Decree 50/2016, will show only the amount truncated to the first two decimal points without any rounding.

The amount withheld will be paid by the Awarding Entity only upon conclusion of the contract, after ascertaining the regularity of the service provided and after receiving the DURC. The withholding of 0.5% (zero point five percent) must be calculated and applied with regards to the taxable amount in the case of services invoices.

It is expressly understood that in no case, including in the case of delays in the payment of the fees due, may the Navigation Company suspend execution of the activities and services envisaged in the contract and in the tender documents.

If the Navigation Company is found to be in breach of this requirement, the contract can be terminated pursuant to article 1456 of the Italian Civil Code through a simple and unilateral declaration made by the Awarding Entity.

In addition, the Awarding Entity shall have the right to terminate this contract pursuant to article 1456 of the Civil Code in the case of violation of the provisions of Article 3, paragraph 9-*bis* of Italian Law 136/2010.

Article 9 -

(Prohibition on Concessionaire modifications and Awarding Entity variants)

The Concessionaire cannot introduce any variation or amendment to that established in the contract if not authorised in advance by the Awarding Entity; if changes are made without prior authorisation, it will not give the Concessionaire the right to payments or reimbursements. The Awarding Entity may request variants to the contract pursuant to Article 175 of the Contracts Code.

By signing the contract, the Concessionaire accepts it will execute, without

additional payment, all the non-substantial variations deemed expedient by the Awarding Entity, providing they do not substantially change the nature of the activities which are the subject of the contract and do not cause the executor to incur greater expenses.

During the period the contract is effective, changes to the same can be implemented under the cases, conditions and with the methods established in this deed, in compliance with that established in Article 175 of the Contracts Code. In order to allow for timely adjustment of the supply to significant changes in demand and in the conditions of the relevant context or to meet requirements of public utility and respond to emergency situations deriving from events of force majeure, the Awarding Entity may ask the Navigation to permanently or temporarily adjust the service which is the subject of this contract, on the condition that these changes do not alter the general nature of the contract stipulated with the Concessionaire and do not cause a substantial and/or significant variation in the economic balance of the same.

Article 10 -

(Concessionaire responsibilities relative to contributions, social security and insurance)

The Navigation Company must comply with Italian regulations regarding the placement and hiring of crew who provide service on board Italian ships, as well as with the relative national collective labour agreements.

The Concessionaire declares and guarantees that the personnel it will make use of to execute this contract will have regular contracts with and be insured by the same Concessionaire in compliance with the regulations in effect and in this sense it obligates itself for all purposes under the law.

Also pursuant to article 30 of the Contracts Code, the Navigation Company is required to apply an economic and regulatory treatment to its workers that is not inferior to that established in the national collective labour contracts, as well as complying with the conditions established by the Italian government with regards to crews, pursuant to article 3 of Regulation EEC 3577/92 of the Council, of 7 December 1992 (maritime cabotage).

The Concessionaire undertakes the requirement to fully comply with all the obligations deriving from the law with regards to regular hiring, to insurance requirements relative to workplace injuries and for social security and assistance for employees.

The Concessionaire undertakes to comply with and ensure its personnel complies with all injury prevention and workplace hygiene regulations in effect and/or in any case required by the nature of the work.

The Concessionaire also undertakes the obligation to effect the necessary inspections of working areas in order to execute that assigned properly and in full and absolute compliance with the current regulations on prevention of workplace injuries and workplace hygiene and with specific corporate rules.

The Concessionaire undertakes to ensure constant supervision during the course of execution, appointing and assigning a trustworthy person to manage services relative to the specific activities also to ensure that the work of its employees and collaborators is done under conditions of absolute safety, any interference by the Awarding Entity being excluded, which in any case and therefore remains released from all liability and must in any case be indemnified by the Concessionaire.

All expenses deriving to the Concessionaire for observance with the requirements indicated, as well as all expenses in general, none excluded, which could in any case derive to the Concessionaire for the autonomous organisation of all the means necessary, technical and administrative, to carry out the service which is the subject of this contract, are understood to be included in the contract fee.

In any case, the Awarding Entity reserves all and any rights to ascertain, at any time and with the methods it deems most expedient, including the ex officio acquisition of the DURC, full compliance by the Concessionaire with the obligations outlined in this article.

From all of its employees and collaborators involved in the execution of the subject of this contract, the Concessionaire must obtain a written commitment to respect confidentiality with regards to all the information they become aware of due to execution of the contract, undertaking to not communicate it to third parties, nor to use, for their own profit or for that of third parties, documents and information which have not been made public, also after they cease to be responsible for the activities which are the subject of the contract.

If requested, a copy of this commitment is provided to the interested entities. In the case of violation of the obligations pursuant to this article, the Awarding Entity shall have the right to withdraw from this contract pursuant to article 109 of the Contracts Code.

This is without prejudice to the right of the Awarding Entity to order, at its own discretion and as an alternative, the suspension of the service until the violation is eliminated, without prejudice to compensation for damages in its favour in relation to the suspension and excluding any compensation or indemnity in favour of the Concessionaire.

Before it begins to execute the Contract Services, the Concessionaire must deliver the DUVRI to the Awarding Entity, signed to indicate acceptance, or supplemented if deemed necessary by the same. In the case of non-compliance with social security payments indicated in the DURC with regards to Concessionaire employees, or, where present, employees of the subcontractor, utilised to execute the Contract.

the Awarding entity shall withhold from the payment order the amount corresponding to the non-compliance in the subsequent direct payment for the social security and insurance entities.

In the case of a delay in the payment of wages due to Concessionaire employees or collaborators, or, where present, the employees or collaborators of the subcontractor, utilised to execute the contract, the SCM will invite in writing the non-compliant party and in any case the Concessionaire to see to it within the next fifteen days.

If the grounds for the request have not been formally disputed and justified by the deadline assigned above, the Awarding Entity shall pay the back wages directly to the workers, deducting the relative amount from the sums due pursuant to article 30, paragraph 6 of the Contracts Code.

Article 11 -

(Social clause)

In order to promote stable employment, in the case of a handover to a new Concessionaire, the administrative personnel and those pursuant to Article 115 of the Navigation Code approved with Royal Decree 327 of 30 March 1942, as amended, employed by the outgoing manager and already assigned to operating the line in prevalence, with the exclusion of executive level or similar personnel, within the limits of that allowed under European regulations, are transferred

without any interruption to the new navigation company taking over, in compliance with articles 323 and subsequent of the Code.

This transfer is effective within the limits of the personnel called for in the crewing tables and those, on the ground and embarked, called for in the operating tables proportional to the number of passengers, to guarantee the on board provision of restaurant, hotel and hospitality services. Application of the national collective labour contract (CCNL) for the sector is guarantee for transferred personnel, pursuant to article 51 of Italian Legislative Decree 81 of 15 June 2015. The transfer is conditional on the actual organisational and staffing needs of the new incoming operator and operates to the extent and within the limits that it is compatible with the needs required by the performance of the new contract and with the planning and organisation defined by the new operator.

Article 12 -

(Liability)

Without prejudice to any greater damages, the Concessionaire is liable, relative to the Awarding Entity, for proper execution of the public transport service with professional diligence. To that end, the Concessionaire company is required, also during execution of the contract, to eliminate any defects or flaws which may be identified through checks and/or technical verifications.

The Concessionaire is liable for all damages deriving to the Awarding Entity, to customers or to personnel used and, therefore, must adopt all necessary provisions and precautions, with the requirement to monitor them, in order to guarantee safe conditions and prevent injuries in all operations associated with the contract.

The Concessionaire undertakes to compensate the Awarding Entity for all damages, loss of goods or destruction of goods owned by the same and directly attributable to the Concessionaire and/or its subcontractors and/or its subsuppliers.

The Concessionaire must relieve and indemnify the Awarding Entity from any and all liability for damages to persons or things which may occur as a consequence of this contract and from all legal disputes deriving from requests for compensation put forward against the Awarding Entity or by third parties suffering damages.

Additionally, the Concessionaire undertakes to respond to and relieve the Awarding Entity from any request for compensation put forward by relevant Entities or third parties, including the employees of the Concessionaire and/or subsuppliers, or the Awarding Entity itself, through in or out of court requests of any type deriving or in any case connected with the execution of this contract, unless the compensation claims derive from actions and/or omissions caused directly by the Awarding Entity.

Further, the Concessionaire undertakes liability for damages caused to the Awarding Entity or third parties attributable to management or maintenance flaws, guaranteeing that actions will be carried out with the best existing technology and techniques.

The Concessionaire shall directly respond and relieve the Awarding Entity from any responsibility or charge of any nature deriving from violation by the Concessionaire and/or its subsuppliers of laws, decrees, regulations, technical regulations, orders issued by local authorities or entities connected to or, in any case, deriving from execution of this contract.

Article 13 -

(Guarantees and Insurance)

To guarantee proper execution of the services, the Concessionaire has produced a definitive guarantee pursuant to article 103 of the Contracts Code, compliant with the policy template of the Ministry of Economic Development, no. 193 of 16 September 2022, the “Regulation containing templates for surety guarantees and insurance policies pursuant to articles 24, 35, 93, 103 and 104 of Legislative Decree 50 of 18 April 2016, as amended”, established through surety guarantee no. [REDACTED] of 24 July 2023, issued by the company [REDACTED] agency/branch of [REDACTED] in the amount of € 5,812,711.85, with a duration lasting until the Awarding Entity issues the certificate verifying compliance upon the natural expiration of the concession.

The surety redeemable upon first request, with waiver of the Contracting entity's benefit of prior payment under Articles 1944 and 1945 of the Italian Civil Code and Article 1957 of the Italian Civil Code, shall be released on the date of issue of the certificate of proper performance.

In the case the surety is enforced, the Concessionaire must return it to the original amount within 5 (five) business days after payment by the guarantor.

Additionally, the Concessionaire produced the following insurance policies and relative appendices, together with the receipts indicating payment of the relative premium (i) [REDACTED] signed on 16 February 2023, issued by [REDACTED] for an amount of USD 7,000,000,000 for shipowner liability, pursuant to Legislative Decree 28/6/2012, article 4, USD 1,000,000,000 for pollution, USD 3,000,000,000 for TPL for passengers due to illness and/or injury and/or death and EPL for sailors embarked/workers providing labour due to illness and/or injury and/or death; Confirmation of Entry, signed on 30 March 2023, issued by [REDACTED]; and (ii) policy no. [REDACTED] and relative appendix, identified with no. 1, signed on 12 April 2023 by [REDACTED] for an amount of € 5,000,000 covering civil liability for any injury or damage caused by them to persons and/or goods of the Concessionaire itself, the Awarding Entity, the Pilot Administration or third parties (including employees of the Concessionaire and/or subcontractor and/or sub-supplier or the Pilot Administration or third parties) in executing the services that are the subject of the Contract.

Note that the Concessionaire expressly undertakes to present evidence of the renewal of this policy until the expiration of this contract.

Article 14 -

(Contract execution controls and supervision)

The Awarding Entity reserves the right to carry out checks and controls with regards to the observance of all the provisions contained in this contract, in the annexed contractual documents and in the Technical Specifications, at any time and also without prior notice.

Therefore, the Concessionaire undertakes to provide the most extensive cooperation to allow execution of these checks and controls by the Awarding Entity, which to that end has free access to the ships as well as to the ticket offices and offices of the Navigation Company utilised to execute the service, as well as to documents involving the data and communications envisaged in this contract. If, following the controls, breaches or aspects of non-compliance with the contractual provisions are identified, without prejudice to that established relative to penalties, termination of the contract and compensation for any greater damages, the Concessionaire must eliminate the issues identified, entirely at its own expense, by the deadline indicated by the Awarding Entity for said purpose. The checks and controls carried out by the Awarding Entity, even if successfully completed, do not release the Concessionaire from its obligations and responsibilities pursuant to this contract.

In any case, the Concessionaire must provide the Awarding Entity with all the information, news, clarifications, data, deeds and documents functional to verifying compliance with the obligations undertaken in virtue of and as an effect of this contract.

Verification of the compliance of the services provided, with the aim of ascertaining, in terms of quantity and quality, correspondence with the provisions established in the contractual documents, will be initiated by the CED upon completion of the same contractual services, under the terms indicated in the Technical Specifications.

Article 15 - (Subcontracting)

At the time of the offer, the Concessionaire declared its intention to subcontract the following services: port terminal services; catering services; on board shop management; maintenance and lifeboat inspection; on board HW/SW maintenance; block fee; laundry; environmental surveys and risk assessment; HACCP plan monitoring, GMDSS station management, VDR management.

Such services may be subcontracted, subject to verification by the Awarding Entity, in accordance with Article 174 of the Contracts Code and the further conditions, limits and procedures set out in the Tender Regulations and Technical Specifications.

The Concessionaire shall in any case remain liable to the Awarding Entity for the performance of the subcontracted activities, releasing the Awarding Entity from any claims by subcontractors or claims for damages made by third parties as a result of the performance of the subcontracted activities.

Article 16 -

(Penalty)

The Concessionaire must fully comply with all the contractual obligations contained in this document and in the annexed contractual documents.

Without prejudice, in any case, to compensation to the Awarding Entity for greater damages as well as compensation and/or indemnities due to customers based on the relative regulations, in the case of temporary non-execution of the service, non-execution of routes, and/or non-compliances in the execution of the service relative to that established in this contract, the Technical Specifications and the technical offer, the Awarding Entity shall apply to the Navigation Company:

- a) a reduction of 10% (ten percent) of the net contract fee per individual crossing (or the per mile unit cost multiplied by the miles lacking) when a number of miles inferior to those envisaged in this contract are travelled, in cases due to adverse weather conditions that do not allow navigation under fully safe conditions, or due to other proven cases of force majeure;
- b) a penalty equal to 1.5 (one point five) times the net contract fee per individual crossing when the crossing is cancelled due to malfunctions and/or other technical reasons attributable to the Navigation Company;
- c) a reduction of 5% (five percent) of the net contract fee per individual crossing when there is a delay greater than or equal to 60 minutes for the crossing with respect to the scheduled arrival time, for reasons attributable to the Navigation Company;
- d) a penalty from € 5,000.00 to € 500,000.00 based on the gravity of the case for the use of ships which do not meet the established requirements and in the case of non-compliance with provisions issued by the Ministry relative to execution of service requirements;
- e) a penalty from € 5,000.00 to € 500,000.00 based on the gravity of the case and level of repetition, for each violation of the requirement to collaborate and/or provide information and documents to the Awarding Entity or the new manager in the context of a (new and subsequent) tender procedure for the service and/or handover to the new manager;

- f) a penalty of € 30,000 for every 24 hours of delay in case of violations of the requirement to make a replacement ship available within 48 hours (or a lower period of time as offered during the tender procedure) following a malfunction or force majeure event.

If the delays and/or non-compliance are such as to involve application of penalties for an amount that exceeds 10% of the total contract, the Awarding Entity has the right to terminate the contract, pursuant to article 1456 of the Italian Civil Code, without prejudice to its ability to take action relative to the Concessionaire to acquire compensation for additional damages suffered.

In the event of breaches of contract, as well as of non-compliance with the measures issued by the Ministry relating to the performance of the public service obligations, the Awarding Entity shall, by means of certified e-mail, notify the Navigation Company of the breach within a peremptory term of ninety days from the date on which the breach was effectively ascertained or, in any case, known. Within a mandatory sixty consecutive calendar days of receiving this notification, the Navigation Company can produce its counter-findings. In cases where the aforementioned counter-findings have been submitted but evaluated negatively or not accepted by the Ministry, the Ministry shall proceed with applying the penalties within a maximum period of sixty days. The Ministry reserves the right to ask for further clarifications or to carry out investigations with the competent Maritime Authorities on the counter-findings presented by the Navigation Company; in this case the terms for the imposition of the penalty will be consequently deferred.

Without prejudice to cases inherent to specific penalties, in all cases of delayed compliance or non-compliance, ascertained by the SCM or CED with respect to the obligations undertaken with this contract and/or the schedules and methods

for executing a service based on the provisions and/or service orders, the Awarding Entity shall apply a penalty between 0.3% and 1.1% of the net contract amount.

The amount of the penalties will be deducted when the invoices are paid, or the relative portion will be taken from the definitive guarantee.

Article 17 -

(Execution in breach)

In the case in which the Concessionaire or a third party appointed by the same fails, even partially, to comply with the provisions of this contract, it is the Awarding Entity's right to order another entity, without any formalities, to partially or fully execute that omitted by the Concessionaire or third party subcontractor, from which any relative costs or damages deriving from the same will be debited.

In the case of termination of the contract, both pursuant to article 1662 and article 1456 of the Italian Civil Code, the Awarding Entity reserves the right to assign to a third party the execution of all that necessary to ensure regular completion of the activities which are the subject of this contract.

Pursuant to Article 103, section 2 of the Contracts Code, "Awarding entities have the right to make use of the guarantee, up to the limits of the maximum guaranteed amount, to cover any greater expenses incurred" to continue the service.

In these cases, the Awarding Entity shall also have the right to defer payment of the sums due at the time of termination, in order to quantify the damage the Concessionaire may be required to compensate, as well as to carry out the appropriate offsetting between these amounts. Any execution in breach does not exempt the Concessionaire from the civil, penal and administrative liability

which may accrue to it under the law.

Article 18 -

(Regulatory accounting requirements and separate accounting – Monitoring of contract performance – Economic management monitoring – Verification of economic/financial balance)

18.1. Regulatory accounting requirements and separate accounting: the Navigation Company must comply with that established under Measure 4 of Annex A to ART Resolution 22/2019.

In particular, the Navigation Company shall adopt the regulatory accounting standards (income statements, balance sheets and technical data) pursuant to Schedule 6 in Attachment 1 to Annex A to ART Resolution 22/2019 and allocate economic and equity components based on the criteria defined in Measure 4 of the cited Regulation Act, consistent with the annual financial statements.

The Navigation Company also complies with the periodic accounting and reporting requirements, pursuant to that established in the aforementioned Measure 4. To that end, pursuant to points 4, 11, 12 and 13, it shall submit, to both the Authority and the Awarding Entity, the regulatory accounting and reporting schedules, within 60 days of the approval of its annual financial statements.

18.2. Monitoring of contract performance and economic management monitoring: as established in ART Resolution 96/2018 (Measure 5, point 18), the Navigation Company must provide itself with a monitoring system, taking into account the monitoring systems and technology already utilised at the ports involved in the service, to acquire data relative to the service, including the departure and arrival times for the various ships, the passengers transported on each individual crossing, any vehicles transported and the type of ship.

Upon activating the service, the Navigation Company must send the Awarding Entity, every three months, a report containing the monthly sales data identifying the number of tickets sold for each price category, including free tickets.

Within 60 days of its approval, the Navigation Company must send a copy of its annual financial statements to the Awarding Entity, in compliance with the law.

The Notes to the Financial Statements must contain, for the services involved in this contract, an indication of the average number of employees utilised, broken down by level.

In the case of activities carried out by the Concessionaire which are external to the subject of this contract, it must maintain analytical accounting for the business unit identified as responsible for exercising the maritime transport services which are the subject of this contract and indicate in the financial statements the costs and revenue which pertains to that business unit.

On a monthly basis the Navigation Company must send the Awarding Entity the information pursuant to Annex L “**Monitoring of the Service**”. In any case, this information must be available from the Navigation Company as of the day following that on which the service was executed.

18.3. Verification of economic/financial balance for the concession assigned: at the end of the regulatory period as defined herein, pursuant to Measure 18 of the Regulation Act pursuant to Annex A to ART Resolution 22/2019, the Awarding Entity shall verify the economic/financial balance of the concession assigned and the variations established under point 4 of the cited Measure 18.

To that end, the 36 month validity period of the contract constitutes a single regulatory period.

For the purposes of carrying out the verification pursuant to the above point, the Awarding Entity will establish an appropriate deadline, no less than 30 days, for the Navigation Company to prepare a final EFP based on the structures contained in Schedule 3 in Annex 1 to the aforementioned Regulation Act, and based on the schedule and details established in Annex **M** to this contract, which allows for comparison with the values contained in the previous EFP to identify any excessive or insufficient amounts.

Article 19 -

(Termination and express termination clause)

The contract can be terminated in the cases envisaged under article 176 of Italian Legislative Decree 50/2016.

Aside from general causes for termination, and those established in the tender documents as well as those listed in article 1453 of the Italian Civil Code, the Awarding Entity has the right to terminate this contract pursuant to article 1456 of the Italian Civil Code, through a declaration to be sent to the Navigation Company through a registered letter with return receipt or Certified email, in the cases listed below:

- a) non-compliance with the instructions of the SCM or CED with regards to execution times or when non-compliance with injunctions or cease and desist orders is ascertained within the terms imposed by the same provisions;

- b) non-compliance with the obligations established in the social clause during execution of the contract;
- c) manifest inability to execute the services or unsuitability, even if only legal, with respect to the requirements for awarding of the contract;
- d) arbitrary abandonment or suspension of all or part of the services which are the subject of the contract, not due to force majeure;
- e) limited diligence in complying with the instructions of the SCM or CED and/or the bodies responsible for issuing the required authorisations;
- f) non-compliance of the services with that contained in the Technical Specifications and the Contract and the scope of the activities;
- g) non-compliance with workplace health and safety regulations pursuant to the Comprehensive Workplace Health and Safety Law;
- h) application of one of the suspension measures for activities supplied pursuant to article 14, paragraph 1 of the Comprehensive Workplace Health and Safety Law, or reduction of the score to zero due to repeated workplace health and safety violations pursuant to article 27, paragraph 1-bis of the cited Comprehensive Law;
- i) receipt of a negative DURC, under the conditions pursuant to Article 30, section 5 of the Contracts Code; in this case, the SCM challenges the charges and assigns a deadline of no less than 15 (fifteen) days for presentation of the counter-findings;
- j) providing the service with ships identified as unsuitable and in any case not compliant with the requirements of the specifications and/or offer without prior consent from the Awarding Entity;

- k) any other cause identified in the Technical Specifications, in this Contract and in the other tender documents.

Without prejudice to the above, the contract can be terminated, pursuant to article 1456 of the Italian Civil Code, in the following cases:

- a) loss by the Concessionaire of the requirements for execution of the services, specifically bankruptcy or the application of sanction or precautionary measures which impede its ability to contract with the Public Administration;
- b) non-compliance with the provisions on payment traceability pursuant to Italian Law 136/2010;
- c) violation of the confidentiality requirement by Concessionaire personnel relative to facts and circumstances they become aware of in execution their tasks, or actions intended to influence the regular and schedule execution of the Awarding Entity's activities;
- d) the application, relative to the Concessionaire, its legal representatives, directors or technical managers, of provisions and/or proceedings with reference to current regulations to combat organised crime;
- e) the issuing, relative to the Concessionaire, of a definitive judgement which applies one or more preventive measures pursuant to the Anti-Mafia Code and its relative prevention measures, or finalisation of a conviction for one of the crimes pursuant to article 80 of Italian Legislative Decree 50/2016;

- f) finalisation of a conviction for one of the crimes envisaged under article 51, paragraphs 3-*bis* and 3-*quater* of the Italian Code of Criminal Procedure, or under Articles 314, paragraph 1, 316, 316-*bis*, 317, 318, 319, 319- *ter*, 319-*quater* and 320 of the Italian Criminal Code;
- g) the existence of crimes of usury, money laundering and/or fraud relative to the Awarding Entity, by any subcontractors, suppliers, workers or other entities in any case interested in the work;
- h) unauthorised subcontracting;
- i) transfer of the contract, even partial;
- j) non-compliance, ascertained under the law, of legal regulations on injury prevention, workplace safety and obligatory insurance for employees;
- k) revocation of authorisations, concessions, go-aheads or registration with Registers/Rolls, or suspension from exercising the activities which are the subject of the contract;
- l) legal actions involving violation of patent and/or copy rights and in general intellectual property rights, undertake against the Awarding Entity in relation to this contract;
- m) the issuing, relative to the Concessionaire, of a definitive judgement which applies one or more preventive measures pursuant to the Anti-Mafia Code and its relative prevention measures, or the finalisation of a conviction for one of the crimes pursuant to Article 80 of the Contracts Code.
- n) any other cause for termination pursuant to Article 1456 of the Italian Civil Code envisaged in the Technical Specifications, the Contract and the other tender documents.

Termination legally occurs through a unilateral declaration made by the Awarding Entity, to be sent through a communication (e.g.: fax, telegram, registered letter with return receipt or Certified email).

In the case the contract is terminated, the Awarding Entity shall enforce the definitive guarantee, without prejudice to the Awarding Entity's right to act to receive compensation for any damages suffered and to carry out execution in breach relative to the Concessionaire. This is without prejudice to the right to compensation for any greater damages.

The Concessionaire is always held to provide compensation for damages attributable to it.

Upon termination, the Awarding Entity shall also withhold all sums still due for the activities regularly and fully carried out as an advance on compensation for all direct and indirect damages suffered due to the breach, including any greater costs for a new tender procedure.

The Concessionaire acknowledges that the awarding of the tender is subordinate to full and absolute compliance with the current anti-Mafia regulations. In particular, there must not be any provisions, definitive or provisional, which establish prevention or prohibition measures, suspensions or forfeitures pursuant to the aforementioned regulations with reference to the Concessionaire's legal representatives and members of its administrative body, nor can there be any pending proceedings involving application of the same provisions, nor any convictions which involve an inability to contract with the Public Administration. Expressly renouncing any exceptions to that end, the Concessionaire accepts that if, during the duration of this contract, any provisions pursuant to the previous sentence are issued, the contract shall be terminated, without prejudice to the right of the Awarding Entity to request compensation

for any damages suffered.

The Concessionaire declares that it undertakes the requirements pursuant to this article, also in relation to any subcontractor or subsupplier.

In the case in which execution of the contract has begun, as of the first act of execution, the Awarding Entity, without prejudice to any other right envisaged under the law and in the contract, reserves the right to declare it terminated pursuant to article 1456 of the Italian Civil Code if one of the declarations or guarantees issued by the Concessionaire pursuant to article 80 of the Contracts Code are found to be untrue, incomplete, incorrect or inaccurate.

Termination will legally occur at the moment the Awarding Entity informs the Concessionaire of its intention to terminate the contract pursuant to this article via Certified email or registered letter.

As a consequence of the termination of the contract, the Concessionaire undertakes to compensate, release and indemnify the Awarding Entity with respect to any cost, expense, loss, liability or charge incurred, for which it can be demonstrated that it would not have occurred if the declarations and guarantees issued by the Concessionaire as above would have been true, complete, correct and accurate.

When the contract is finalised, the documentation in the Awarding Entity's possession must be supplemented with the certifications required under the law.

If these certifications have not yet been acquired from the relevant bodies, the Awarding Entity reserves the right, if appropriate, to terminate the contract in the case that these documents, arriving at a later date, indicate non-compliance with obligatory provisions of the law.

Article 20 -

(Termination, revocation and handover - Suspension)

Termination and revocation of the contract: cases of termination, revocation of the concession and handover are governed pursuant to article 176 of the Contracts Code.

As of the date on which the termination or revocation is communicated, the Concessionaire must cease all contractual services, ensuring that this termination does not cause any damages to the Awarding Entity and the continuity of the public service.

Suspension: the Awarding Entity has the right to suspend at any time and for demonstrated reasons, the efficacy of the contract with the Navigation Company, for periods of no more than six months, after informing the Company in writing. No sum will be due to the Company during the relative period as a consequence of exercising the right to suspension. For matters not provided for in this contract, please refer to Articles 107 and 175 of the Italian Contracts Code.

Article 21 –

(Tax regularity)

The Concessionaire undertakes to include and require inclusion in contracts signed with its subcontractors/subsuppliers and in any case with any entity involved in the project specific clauses which establish:

- i. compliance with the requirements of the law relative to tax regularity;
- ii. execution of payments of amounts due subordinate to the presentation, by the beneficiary, of appropriate documentation certifying payment of withholdings on employee income to the revenue agency, when applicable, and value added tax deriving from invoices issued relative to services provided in the context of this contract.

Article 22 -

(Prohibition on transferring the contract - transfer of receivables)

The transfer of the contract in any form is prohibited. Any action to the contrary shall be null and void.

A transfer also occurs in the case in which the Concessionaire is incorporated into another company, in the case of a transfer of a company or business and in other cases in which the latter is the subject of an act of transformation after which it loses its initial legal identity.

With regards to subjective changes that involve transfers of companies or actions involving the transformation, merger or demerger relative to the contracting company, article 175 of the Contracts Code shall apply. Non-compliance with this provision shall lead to termination of the same, pursuant to article 1456 of the Italian Civil Code.

The transfer of receivables deriving from the Contract is allowed, in compliance with the provisions of Article 106, section 13 of the Contracts Code.

Article 23 -

(Changes to the ownership structure - Obligations of the navigation company as the outgoing manager)

The Concessionaire must promptly inform the Awarding Entity of any changes which occur in its ownership structure, in the structure of the company and in its technical and administrative bodies.

When the service is expiring or has already expired but is operating under an extension and involved in a new tender procedure issued by the relevant Awarding Entity, the Concessionaire shall undertake all the cooperative and informational obligations necessary to allow the Awarding Entity to prepare a new tender procedure, including those established under the Regulation Act pursuant ART Resolution 22/2019, as amended, Measure 14, point 2 and those instrumental to the same.

Article 24 -

(Cash flow traceability)

The Concessionaire undertakes all the cash flow traceability requirements pursuant to article 3 of Italian Law 136/2010 and undertakes to provide the Awarding Entity with the identifying details of the dedicated current account as well as the identifying information and tax code of the persons authorised to make use of it, as well as any changes which may occur.

The Concessionaire undertakes to immediately inform the Awarding Entity and the relevant Regional Office of the Prefecture of any non-compliance of its counterparty with financial traceability requirements.

This contract will be terminated in all cases in which transactions are carried out without making use of banks or the company Poste Italiane S.p.A. and/or other instruments allowed under the law, provided they are suitable to ensuring full traceability of transactions.

Article 25 -

(Transparency and access to data)

At least the following documents shall be accessible to all and published on the websites of the Awarding Entity and the Navigation Company:

- a) Service contract, including all annexes, excluding sensitive data of strictly industrial interest, as well as a form summarising the main elements of the contract;
- b) questionnaire forms used for customer satisfaction surveys carried out as well as a summary of the results;
- c) research on potential mobility demand;
- d) the Service Quality Charter;
- e) reports outlining the results of public consultations;
- f) the number of complaints received by the Awarding Entity.

The data access plan is annexed to this service contract and is prepared using the methods established under ART Resolution 96/2018.

The Navigation Company must provide the Awarding Entity with all information and data that allows it to publish all that called for under the cited ART Resolution and/or other regional provisions in effect.

Article 26 –

(Confidentiality requirements)

The Concessionaire must keep all projects, products, specifications and information of a technical and technological nature relative to execution of the contract strictly confidential and not make use of the same if not for execution of the Contract.

To that end, the Concessionaire shall also respond for its own personnel and that of any subcontractors/subsuppliers and shall implement measures and precautions as necessary to ensure that these commitments are fully respected also by these entities.

All documents and products delivered to the Concessionaire by the Awarding Entity, as well as those created and prepared by the former, shall remain the exclusive property of the Awarding Entity and must be returned to the Awarding Entity upon completion of the services.

All intellectual property rights, software and know-how, that is the property of the Awarding Entity or which has been granted through a license to the same, utilised to carry out the company functions on the date on which this contract becomes valid and/or developed or acquired by the Awarding Entity subsequently in relation to the provision of the services shall remain the property of the Awarding Entity.

As a consequence of paying the payment of the fee agreed upon pursuant to this contract, property and/or utilisation and/or economic rights relative to the products and documents created shall remain the exclusive property of the Awarding Entity, as well as all that created by the Concessionaire and its employees and collaborators in the context or on the occasion of executing the activities which are the subject of this contract.

Therefore, the Awarding Entity shall have the full and exclusive right to utilise the products and documents created and the results achieved as an effect of the activities entrusted in virtue of this contract, with the ability to make variations, amendments or other changes of any type when deemed necessary, without the possibility for any exceptions of any kind to be raised by any party.

The Concessionaire must guarantee the Awarding Entity that, at the time the commissioned products have been delivered to it, all entities who, for whatever reason, participated in the creation of the same, have given full and unconditional waivers and consent beforehand with regards to that relative to them, for the technical, economic and commercial utilisation of the products, in their entirety

and/or individual components.

Additionally, the Concessionaire is strictly prohibited from making use of the data provided by the Awarding Entity and/or using the Awarding Entity's name with other customers, without specific authorisation in writing.

The Concessionaire is strictly prohibited from issuing press releases and/or announcements relative to the content of the contract or parts of it without written authorisation from the Awarding Entity.

Article 27 -

(Patents and copyrights)

The Concessionaire takes on all responsibilities consequent to the use of devices or the adoption of technical solutions or solutions of another nature which violate patent rights, copyrights or intellectual property rights in general.

In any case, the Concessionaire undertakes to indemnify the Awarding Entity against any action that may be undertaken by third parties in relation to presumed intellectual property rights claimed with regards to products, materials, drafts, intellectual property and other material prepared or created by the Concessionaire itself, as well as against any action undertaken by third parties in relation to illegitimate use of the said intellectual property.

The Concessionaire also guarantees is has full ownership, or in any case has the appropriate right and enjoyment of the products and means utilised to execute the Technical Specifications, as well as ownership of user licenses for any software programmes used and content supplied and declares that these rights are free of constraints or rights in favour of third parties.

If a legal action is taken against the Awarding Entity, or claims of requests for compensation or indemnities are made, also out of court, by third parties who claim rights over products created and supplied and/or goods acquired or leased and for user licenses supplied, the Concessionaire relieves and indemnifies as of now the Awarding Entity, undertaking at its own expense all charges connected and consequent, including those relative to damages and court and legal expenses that the Awarding Entity may in any case be called upon to incur.

The Awarding Entity undertakes to promptly inform the Concessionaire in writing of any court or out of court cases pursuant to the paragraph above. In the case of a court case, the Awarding Entity, without prejudice to its right to compensation for damages in the case the claim made is valid, has the right to declare the contract terminated, recovering and/or repeating the fee paid.

Article 28 -

(Expenses and taxes)

The Concessionaire is responsible for the following, without any right to reimbursement:

- a) expenses for publication of the Call for Tender and other tender documents in the Official Journal of the European Union, the *Official Gazette of the Italian Republic*, pursuant to article 5, par. 2 of Italian Ministerial Decree 2 December 2016, containing “Definition of general publication guidelines for notification and calls for tender, pursuant to articles 70, 71 and 98 of Italian Legislative Decree 50 of 2016, in the measure determined by the Tender Regulations”;
- b) contractual expenses and all stamp duties and expenses for registration of the contract and project documents;
- c) taxes and other charges to obtain all the technical licenses necessary

to execute the activities;

- d) taxes and other charges due to regional entities directly or indirectly associated with execution of the activities;
- e) expenses, duties, secretary fees and taxes relative to the finalisation and registration of this contract.

The Concessionaire is also responsible for all stamp duty expenses for the deeds necessary to manage the activities, from delivery to the date on which the certificate verifying compliance is issued. If for additional deeds or final accounting figures updates or adjustments are required for the contractual expenses, taxes and duties, the greater amounts are in any case the responsibility of the Concessionaire.

The Concessionaire also continues to be responsible for taxes and any other charges that directly or indirectly apply to the services and supplies which are the subject of the contract.

This contract is subject to value added tax (VAT). VAT is regulated by the law. All amounts cited in this contract are understood to be indicated before VAT and social security and insurance contributions.

Article 29 -

(Processing of personal data)

The Parties acknowledge, pursuant to and in accordance with Regulation EU 679/2016 and Italian Legislative Decree 196/2003, as amended, that they have been reciprocally informed about the utilisation of personal data, which will be managed in the context of processing using automated or manual means solely for the purpose of executing this contract.

The Parties also declare that the data provided with this contract is precise and is true, reciprocally exonerating each other from any liability for material or manual errors in compilation, or for errors deriving from imprecise attribution in digital or paper files. In execution of the referenced regulations, the processing will be based on the principles of fairness, lawfulness and transparency and compliance with security regulations.

Article 30 –

(Disputes and jurisdiction)

All disputes which may arise between the Parties in relation to the interpretation, execution, validity and termination of this contract shall fall under the sole jurisdiction of the Court of Rome.

The parties are held to preliminarily exhaust all possible solutions for an amicable settlement of any disputes.

Article 31

(Responsibility for contractual activities - Chosen domicile)

The contact persons responsible for the contractual activities inherent to this Contract are:

- for the Concessionaire: 
- for the Awarding Entity: Alessandra Toparini, in her role as CED.

Without prejudice to that established in the regulations in effect for activities directing the execution of the contract, the responsibilities of the stated reference people shall be to coordinate activities correlated with the services which are the subject of the contract, to plan and verify actions to be taken and to manage communication between the parties.

For the purposes of executing this contract, the Concessionaire elects domicile at: grimaldieuromed@legalmail.it.

All deeds and documents relative to execution of this contract and the actions which are the subject of it will be sent to the above domicile.

Article 32 -

(General provisions and reference laws)

The provisions of this contract supplement and, if in conflict, prevail over those of the Technical Specifications.

In the case of conflict and/or incompatibility between the provisions contained in this contract and in the contractual documents indicated above, the interpretation most favourable for the precise and optimal execution of the services which are the subject of the contract shall prevail, in particular in the Technical Specifications and the annexes to the same and in the ART Regulation Acts cited above, in compliance with the regulations in effect on the subject.

The clauses of this contract are understood to be automatically replaced, amended or abrogated as an effect of regulations of an obligatory nature contained in laws, regulations or regulation acts which take effect subsequently.

The Navigation Company must comply fully with all laws, regulations and norms in effect with regards to maritime transport, including those that may be issued during the course of the contract.

The signing of the contract by the Concessionaire is equivalent to a declaration of perfect knowledge of the laws, regulations and all norms in effect with regards to maritime transport services and service concessions.

The contractual clauses and provisions of this contract must be interpreted taking into account the aims pursued.

In any case, articles 1362 to 1369 of the Italian Civil Code apply.

For all that not established in this contract, reference is made to the laws, regulations and regulatory provisions in effect. This contract, composed of 62 (sixty two) pages, will be registered only in the case of use.

This contract was created digitally and signed digitally by both of the Parties, pursuant to the CAD and the Italian Presidential Decree of 22 February 2013.

READ, APPROVED AND SIGNED

Date and location

The Concessionaire	Italian Ministry of Infrastructure and Transport
Signed digitally by: Emanuele Grimaldi	[Logo] Francesca Aielli MIMS
Date: 02/08/2023 13:17:01	01.08.2023 15:03:36 GMT+01:00

The Concessionaire declares that this document has been carefully analysed and evaluated in each of its parts and, therefore, by signing the contract below, expressly accepts, in writing, in accordance with articles 1341, paragraph 2 and 1342 of the Italian Civil Code, all the clauses contained herein, which are expressly confirmed and accepted, as well as the clauses contained in the provisions of the laws and regulations referenced in this deed.

The Concessionaire

Signed digitally by: Emanuele Grimaldi

Date: 02 August 2023 13:18:46