Rome, [●] 2023

To:

**[XXX]**

[*Address*]

*For the kind attention of* [●]

By CEM (Certified E-mail) to the address: [●]

**Subject: Memorandum of Understanding ESI E-mobility Project**

Dear Sirs,

further to our discussions and mutual understandings, we hereby submit to your approval the following proposal for a Memorandum of Understanding.

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**MEMORANDUM OF UNDERSTANDING ESI E-MOBILITY PROJECT**

This Memorandum of Understanding (“**MoU**”) is entered into on [●] (“**Effective Date**”)

**between**

**TERNA - Rete Elettrica Nazionale Società per Azioni (or, shortly, TERNA S.p.A.)**, with registered office at Viale Egidio Galbani no. 70, 00156, Rome, Italy, share capital of Euro 442,198,240.00, fully paid-in, Italian VAT identification number, tax code and registration number with the Companies’ Register of Rome 05779661007, enrolled in the Economic and Administrative Index (REA) under no. RM-922416, represented by Mr./Ms. [●], in his/her capacity as [●], duly authorized and empowered for the execution of this MoU (hereinafter “**TERNA**”);

**and**

**[●]**,with registered office at [*Address*], [●] VAT identification number, [●] tax code [●], registered with the Companies’ Register of [●] under no. [●], represented by Mr./Ms. [●], in his/her capacity as [●], duly authorized and empowered for the execution of this MoU (hereinafter “**XXX**”);

***Or, in the case the Eligible Party is a temporary association of undertakings (“raggruppamento temporaneo di imprese” or “RTI”)***

**[●]**, with registered office at [*Address*], [●] VAT identification number, [●] tax code [●], registered with the Companies’ Register of [●] under no. [●], represented by Mr./Ms. [●], in his/her capacity as [●], duly authorized and empowered for the execution of this MoU and electing domicile for this purpose at the registered office of the company, acting as agent company (“*impresa mandataria*”) of the [horizontal, vertical or mixed] Temporary Association of Undertakings (“*raggruppamento temporaneo di imprese*”), being the principal/s (“*impresa/e mandante/i*”): **[*NOTE: add data for each principal*]** [●] with registered office at [*Address*], [●] VAT identification number, [●] tax code [●], registered with the Companies’ Register of [●] under no. [●], pursuant to the special mandate with powers of representation authenticated in the signatures by the Notary Public Dr. [●] of [●], dated [●], Repertory no. [●] Collection no. [●] and, therefore, in the name and on behalf of the agent company and the principal/s of the Temporary Association of Undertakings (hereinafter “**XXX**”);

TERNA and XXX are hereinafter also referred to, each individually as the “**Party**” and, jointly, as the “**Parties**”.

**Recitals**

1. **Whereas** TERNA is the company that owns almost the entire national transmission grid (hereinafter, the “**National Transmission Grid**” or the “**NTG**”), as defined by the Decree of the Italian Ministry of Industry of 25th June 1999 and by the Decree of the Italian Minister of Production of 23rd December 2002, as from time to time amended and/or supplemented, and to which electricity transmission and dispatching activities on the Italian territory were entrusted under concession, pursuant to the agreement entered into with the Italian Ministry of Production on 20th April 2005, as amended on 15th December 2010 (hereinafter the “**Concession**”). As of 23rd June 2004, TERNA’s shares have been listed on the Italian Stock Market Exchange, organised and managed by Borsa Italiana S.p.A., “Mercato Telematico Azionario” (MTA) branch including medium and large cap companies and belonging to the “Financial Times Stock Exchange – Milano Indice di Borsa” (FTSE MIB).
2. **Whereas** TERNA is also active in developing network infrastructure design and implementation initiatives to carry out — directly or through TERNA Group companies — among others, activities of design, construction, management, development, operation and maintenance of energy storage systems, plants, equipment and infrastructures, including network infrastructure, as well as research, consultancy and assistance activities in the aforementioned sectors, among which are also included the energy efficiency activities and the construction of “smart grid” plants (*e.g.* Smart Island).
3. **Whereas**, in line with its institutional role as “Transmission System Operator” (TSO), TERNA – directly and/or indirectly through TERNA Group Companies – is further committed to effectively integrate grid resources capable of providing flexibility services to the electricity system. In this context, in particular with reference to the phase of reforming the dispatching services market – governed by the resolution no. 300/2017/R/EEL of the Italian Regulatory Authority for Energy, Networks and Environment (“*Autorità di Regolazione per Energia Reti e Ambiente”*) (hereinafter the “**Authority**” or “**ARERA**”) as well as by the EU Directives and Regulations of the European Commission applicable to the sector (all together, hereinafter, the “**Applicable** **Regulations**”), which is expected to further evolve in order to open up the dispatching services market to electricity demand and to production units also from renewable sources that are not already enabled, as well as to storage systems – TERNA intends to identify and evaluate new flexibility resources that will be able to provide grid services in the near future, also in aggregate form.
4. **Whereas**, in particular, ARERA Resolution no. 300/2017/R/EEL provides for the development and implementation of pilot projects identified by TERNA (hereinafter, “**Pilot** **Projects**”), aimed at acquiring information elements useful for the definition of the organic reform of the Dispatching Services Market (hereinafter, “**MSD**”). In this context, TERNA has already defined and launched pilot projects pursuant to ARERA Resolution no. 300/2017/R/EEL, including: Virtually Aggregated Consumption Units (or UVAC), Virtually Aggregated Production Units (or UVAP) and Virtually Aggregated Mixed Units (or UVAM).
5. **Whereas** TERNA also launched the Energy System Innovation (“**ESI**”) initiative dedicated to new energy resources with the objective of promoting, in the medium term, their full integration into the electricity market and the provision of flexibility services for the grid. The ESI initiative specifically focuses on testing with innovative resources and solutions with insufficient maturity for full market competition. The findings of tests will be shared with the Electricity System and used to define subsequent actions (*e.g.* “large-scale” pilot projects and/or structural regulatory changes).
6. **Whereas**, in general, a significant increase in Electric Vehicle registrations is expected in the next few years, which could have a substantial impact on the way the electricity grid, including the high and extra-high voltage grid such as the National Transmission Grid, is operated, similar to what has happened in the recent past with renewables. Electric Vehicles can provide flexibility to the electricity grid in terms of varying the power exchanged with the grid – increasing, decreasing their consumption, or feeding power into the grid – to meet the needs of the Electricity System.
7. **Whereas**, the point of contact between electric vehicles and the electricity grid is the charging infrastructures, a technology created to supply vehicles with the electricity they need for their purposes but also developed to regulate the power exchanged with vehicles. In order to optimise the charging process and provide flexibility services to the Electricity System, electric vehicles and/or charging infrastructures can be coordinated through aggregation platforms, provided and managed by an aggregator.
8. **Whereas**, TERNA, as operator of the NTG, third and independent with respect to any market operator, is interested in investigating and evaluating the capacity of electric vehicles and the charging infrastructures to which they will be connected to provide flexibility services for the electricity system.
9. **Whereas**, in the last years, TERNA has set up the E-mobility Lab, a testing laboratory located within TERNA’s North-West Transmission Department (NWTD) in Turin, Italy, established to test the technical potential and limits of: *(i)* Electric Vehicles, *(ii)* Charging Infrastructures, *(iii)* Communication Protocols, and *(iv)* all technologies related to V1G and V2G applications (hereinafter the “**E-mobility Lab**”). The tests conducted through the E-mobility Lab are designed to test the technical potential and limits of V1G and V2G applications, determining the characteristics of the performance of Electric Vehicles and Charging Infrastructures and qualifying the entire technological chain, from the control system to the Electric Vehicles, through the aggregation systems and Charging Infrastructures.
10. **Whereas**, in order to identify the Eligible Parties to carry out these tests at the E-mobility Lab, TERNA launched the ESI E-Mobility Project (as defined below) by publishing specific regulations, a technical report and a technical annex (“**ESI E-Mobility Project Documentation**”) on its website, previously submitted to ARERA for information purposes.
11. **Whereas** the ESI E-Mobility Project Documentation also provides that, at the end of the tests, TERNA or a third party mandated by TERNA will produce one or more reports for public distribution of the evidence of the tests conducted, presented in an anonymous and aggregated format. These reports will also be forwarded to ARERA and made available on a special page on TERNA’s website and may also be the subject of public distribution seminars.
12. **Whereas** XXX has expressly *(i)* accepted all the terms and conditions of participation in the ESI E-Mobility Project contained in the ESI E-Mobility Project Documentation, and *(ii)* submitted its Proposal on [●] and, following the execution of the Selection Procedure for participation in the ESI E-Mobility Project, has been qualified as Eligible Party to carry out the testing activities indicated in the ESI E-Mobility Project Documentation.
13. **Whereas**, by executing this MoU, the Parties intend to regulate the terms and conditions of their mutual cooperation within the ESI E-Mobility Project.

**NOW, THEREFORE, in consideration of the above recitals the Parties agree as follows.**

# Recitals, Definitions and Interpretation of the MoU

## The recitals and annexes to this MoU shall form an integral and substantial part hereof, are incorporated herein and shall be binding upon the Parties.

## In addition to the terms and expressions elsewhere defined in this MoU, the capitalized terms and expressions used herein shall have the following meanings.

“**Applicant**” means the entity participating in the Selection Procedure which shall:

1. be made-up of one or more economic operators which shall include at least 1 (one) EV Manufacturer or 1 (one) EVSE Manufacturer; and
2. have all the requirements indicated in the ESI E-mobility Project Documentation.

The Applicants may be made-up also of types of entities other than those mentioned above (such as Research Centres, Universities, etc.) in addition to at least one EV Manufacturer or one EVSE Manufacturer. In case of an Applicant made-up of several economic operators, one of them shall be the agent company representing the Applicant and the entities which made it up, provided that such agent shall be an EV Manufacturer or an EVSE Manufacturer.

“**Business Day**” means any day of the week, excluding Saturdays, Sundays and any Italian and/or local holidays on which commercial banks are not generally open for transactions of normal banking business in Rome and Turin.

“**Charging Infrastructure**” or “**EVSE**” means the charging infrastructure that enables the transfer of energy (charging or/and discharging) between the electricity grid and the EV.

“**E-mobility Lab**” means the experimental laboratory, located at Via Sandro Botticelli no. 139, 10154, Turin, Italy, at TERNA’s Turin facility, used for testing the technical potential and limits of EVs, Charging Infrastructure, communication protocols and all technology related to V1G and V2G applications.

“**Eligible Party**” means the Applicant (consisting of one single economic operator or, as the case may be, more than one economic operators creating a separate entity with the characteristics indicated in the ESI E-Mobility Project Documentation) that, at the end of the Selection Procedure, has been qualified eligible to participate in the ESI E-Mobility Project.

“**Electric Vehicle**” or “**EV**” means an electrically-powered vehicle and, in particular, the plug-in hybrid electric vehicle (“**PHEV**”) and pure electric electric vehicle (“**BEV**”) types.

“**Energy System Innovation**” or “**ESI**” means TERNA’s programme to promote System Innovation through the testing of new flexibility resources for the electricity grid.

“**ESI E-Mobility Project**”or “**E-Mobility Project**” or “**Project**” means the testing activities which Eligible Parties will be admitted to participate in.

“**EV Manufacturer**” means the manufacturer of the EV component which is responsible for its design and owns the relevant intellectual property rights. Within the framework of the ESI E-Mobility Project Documentation, said manufacturers shall be entities operating on the Italian or European market, meaning that they shall sell EVs on the Italian or European market. Subsidiaries and direct commercial branches of these entities with registered office and/or operating in Italy are also included in this definition.

“**EVSE Manufacturer**” means the manufacturer of the EVSE component which is responsible for its design and owns the relevant intellectual property rights. Within the framework of the ESI E-Mobility Project Documentation, said manufacturers shall be entities operating on the Italian or European market, meaning that they shall sell EVSEs on the Italian or European market. Subsidiaries and direct commercial branches of these entities with registered office and/or operating in Italy are also included in this definition.

This definition also includes the EVSE Manufacturers which – although *(i)* involved in manufacturing and designing of the EVSE component, *(ii)* holding the relevant intellectual property rights, and *(iii)* operating on the Italian or European market – do not have a products list which is available to the public because their products are ‘white label, meaning that they are existing on the market but subject to rebranding (hereinafter also “**White Label EVSE Manufacturers**”).

“**Proposal**” means the document, prepared and submitted by the Applicant on the basis of the requirements and terms and conditions set forth in the ESI E-Mobility Project Documentation, necessary for participating in the Procedure.

“**Results**” means any data, product, solution or output resulting from or during the execution of one or more than one of the Phases referred to in Article 3 below.

“**Selection Procedure for the ESI E-Mobility Project**” or “**Selection Procedure**” or the “**Procedure**” means the procedure for the evaluation and selection of the Applicants, aimed to verify *(i)* the possession by the Applicant (and by the economic operators that may create the Applicant) of all requirements set forth in the ESI E-Mobility Project’s Documentation, and *(ii)* the compliance of the Proposal submitted by the Applicant with all requirements set forth in the ESI E-Mobility Project’s Documentation, in order to establish their eligibility for participation in the ESI E-Mobility Project.

“**Smart Charging**” means the optimised charging functionality, which allows control of the power absorbed by an EV within the limits and charging needs expressed by a user.

“**V1G**” means all hardware and/or software technologies that enable modulation of the EV’s power consumption during the charging process, in real time and according to information received through electronic communications.

“**V2G**” or “**Vehicle to grid**” means all the hardware and/or software technologies that enable the bi-directional modulation of energy exchange between the EV and the electricity grid, in real time and according to information received through electronic communications.

## The Parties acknowledge and agree that, in this MoU:

1. references to one gender include all genders and references to the singular include the plural and vice versa;
2. the term “includes”, “including”, “included herewith”, “also”, “*e.g.*”, “in particular” or similar expressions shall be intended as to introduce a list of items as example but not exhaustive and without limitation. The terms “hereof,” “hereto,” “hereby,” “herein,” “hereunder” or similar, when used in this MoU, shall refer to this MoU as a whole and not to any particular section or article in which such words appear;
3. unless otherwise specified in this MoU, all references used herein to an article, paragraph, section, recital or annex are to the article, paragraph, section, recital or annex to this MoU;
4. unless otherwise specified in this MoU, any reference to an agreement, instrument or document is a reference to that agreement, instrument or document as, from time to time, modified, amended and/or supplemented by the relevant parties and shall include its preamble, recital, articles, section and annexes thereto;
5. references to statutory provisions shall be construed as references to such provisions as amended, supplemented, replaced, consolidated or re-enacted, to the extent that any amendment, supplement, replacement, consolidation or re-enaction could or should be applicable to this MoU, without changing the essential terms and conditions hereof. In the latter case, the Parties shall renegotiate in good faith any amendment to the MoU eventually necessary in order to guarantee the full execution of the activities provided hereunder in compliance with the applicable law and sticking, to the extent permitted by law, with the original intentions of the Parties;
6. unless otherwise provided by law or specified by the Parties in this MoU, references to durations, terms or deadlines expressed in “days” shall be interpreted as referred to “calendar days” (meaning any day of the week including Saturdays, Sundays and any holidays on which commercial banks are not generally open for transactions of normal banking business).

# Purpose of the MoU and objectives of the Parties

## By executing this MoU the Parties define the terms and conditions of their cooperation in order to launch the ESI E-Mobility Project according to Article 3 below.

## The activities referred to in Article 2.1 shall be conducted in compliance with the law (including any regulatory and antitrust laws and regulations) applicable to both Parties.

## The Parties acknowledge and agree that it is expressly excluded from the cooperation and the activities provided under this MoU any activity that may, directly or indirectly, imply and/or involve TERNA in the production of electricity or in the provision of grid services on the market or any other activity which is not compliant with the restrictions and limitations set forth in Italian Legislative Decree no. 93/2011 and Italian Legislative Decree 210/2021 transposing Directive (EU) 2019/944 on the internal market for certified ‘Transmission System Operators’ (TSOs), in TERNA’s by-laws and in the Concession.

# Experimental activities and methods of execution

## The ESI E-Mobility Project, with a purely technological focus, aims to:

## test and technically evaluate the performance of Electric Vehicles, Charging Infrastructures and the software used with regard to the provision of flexibility services;

## define the availability of Electric Vehicles as a source of flexibility services (with particular focus on their embedded storage system) and their ageing;

## suggest ideas for possible future technical developments related to Charging Infrastructures or Electric Vehicles or other technology solutions to improve the ability to provide flexibility services;

## test the technical potential and limits of V1G and V2G applications, characterising the performance of Electric Vehicles, Charging Infrastructures, communication protocols and control systems. This is to be achieved by carrying out testing activities not only with regard to technologies that are already on the market (as-is), in order to determine their limit functionalities, but also by testing, depending on their availability, prototype technologies (to-be) in order to steer their development according to the wishes of the TSO and the technology partners involved in the E-Mobility Lab;

## promote the development of e-mobility industry know-how regarding the integration between electric vehicles and the electricity system (Vehicle-Grid Integration), as well as create a suitable ecosystem for the dissemination of a common standard, from the car to the grid, shared between the various industry players.

## **[NOTE: *Article 3.2 of the MoU to be adapted as appropriate after the selection of Eligible Parties depending on whether the Eligible Party consists of one or more EV Manufacturers only, one or more EVSE Manufacturers only, or one or more EV Manufacturers and one or more EVSE Manufacturers*]**

## XXX shall participate in the ESI E-Mobility Project as a supplier of products, technological solutions and services for electric mobility (hardware and software) by providing its products and services (commercial or prototype) and by making available to TERNA the technical support for the installation, operation and decommissioning of the Electric Vehicles and Charging Infrastructures themselves, as indicated in the ESI E-Mobility Project Documentation.

## In particular, XXX shall make available to TERNA in the E-mobility Lab [●] ([●]) *[Insert the number of EVs in figures]* EVs (through a free loan for use – “*comodato d’uso gratuito*” – for the duration of the trial), selected from the list of EVs on the market in Italy or Europe as of 2022, provided by XXX as part of the documentation required for the purposes of participation in the Project, with the exception of vehicles that may be prototype versions and, therefore, not on the market. The vehicles made available must belong to one of the following types:

## pure electric vehicles (BEVs);

## plug-in hybrid electric vehicles (PHEVs);

## electric vehicles capable of doing V2G.

## For non V2G vehicles, XXX undertakes to make available, whenever possible, an EV battery discharge system suitable for the type of test to be carried out and/or to make known to TERNA the alternative ways of driving through which the EV battery can be discharged (*e.g.* on-board auxiliary consumption, external resistance, etc.).

## XXX shall make available to TERNA in the E-mobility Lab n. [●] ([●]) *[Insert the number of EVSEs in figures]* EVSEs (through a free loan for use – “*comodato d’uso gratuito*” – for the entire duration of the trial), selected from the list of EVSEs on the market in Italy or Europe as of 2022, with the exception of EVSEs that may be prototype versions of models and, therefore, not on the market, or of White Label EVSEs not on the list. It is required that the EVSEs (or single EVSE) made available belong to at least one of the following types:

## EVSE for AC charging of EVs;

## EVSE for DC charging of EVs;

## EVSE for V2G charging of EVs;

## technical equipment necessary for carrying out the tests and for the purposes of point *(v)* of this Article 3.2.

## For proprietary communication protocols, XXX shall send the EV’s State of Charge (SoC) parameter to the TERNA control system.

## In case of any issues arisen regarding the assets that cannot be managed directly by TERNA (*e.g.* problems in the configuration of the EV/EVSE asset for charging, any malfunctioning of the EV/EVSE asset, etc.), XXX must be willing to provide all the technical support necessary to TERNA (on site and/or remotely) for the prompt resolution of the problem that has emerged through the action of personnel with adequate technical competence. The method of support is the one considered most opportune by XXX and agreed with Terna (e.g., action on site and/or remotely) and aimed at enabling a rapid resumption of the tests or their completion in case it’s not possible anymore to continue the tests. It is understood that the technical support provided by XXX must be provided with adequate promptness and the malfunctioning encountered must be definitively resolved within and no later than 30 (thirty) days from Terna’s request, in order to guarantee the full effectiveness and scientific validity of the test and the value of the experiments conducted. Any problems or issues caused by force majeure events shall be promptly communicated by XXX and appropriately discussed with TERNA.

## XXX shall be responsible for the transportation, delivery and installation of the assets in the areas indicated by TERNA. The preparation and approval testing of the Charging Infrastructures with the E-mobility Lab control system will be performed in collaboration with TERNA and, if appropriate, with one or more than one other Eligible Parties.

## XXX undertakes to comply with the test plan, as defined in the ESI E-mobility Project Documentation, in accordance with the requirements of Article 3 of this MoU.

## XXX gives its express consent to the disclosure of the test results in anonymous and aggregate form for the purpose of producing the reports referred to in the ESI E-Mobility Project Documentation.

## The Parties, with their own organisation of resources and means, therefore intend to collaborate in the ESI E-Mobility Project according to the modalities, aims, roles and time schedules outlined below in line with what indicated in the ESI E-Mobility Project Documentation.

## **Step 1 – Defining the technical scope of collaboration**

## The objective of Phase 1 is to define the technical scope of the trial, i.e. the technical characteristics of the Charging Infrastructure and the EVs to be tested, also identifying the connection methods to the TERNA control system which manages the Charging Infrastructures.

## At this stage, after receiving the test plan, XXX will agree with TERNA on the actual type and number of EVs/EVSEs to be tested during the trial in accordance with the Proposal and will support TERNA in the preliminary assessments regarding the characteristics and types of assets (EV/EVSEs) to be tested.

## The outcome of Phase 1 will therefore be the list of EV/EVSE assets to be tested and the identifying technical characteristics of each of XXX ‘s products to be tested within the Project.

## Also, in Phase 1, in accordance with the test plan, the Parties will also agree on a time period within which to carry out Phases 2, 3, 4, as described below.

## Timing of Phase 1: from the Effective Date up to a maximum of 4 (four) weeks thereafter.

## 

## **Phase 2 – Supply, installation, preparation and testing of Charging Infrastructures and Electric Vehicles**

## The objective of Phase 2 is the supply, through a free loan for use (“*comodato d’uso gratuito*”), to TERNA for the entire duration of the trial activities and the installation of the Charging Infrastructures and Electric Vehicles from time to time identified and agreed upon between the Parties. The type and quantity of such Charging Infrastructures and Electric Vehicles to be used for the trial activities will be previously identified in Phase 1 according to the objectives of the Project and in compliance with the content of the Proposal. After having defined the type and number of assets that will be made available by the Eligible Party for trial and testing, and in any case prior to the supply of the assets to be used in Phase 2, the Parties undertake to sign any specific agreement or document necessary to regulate the relevant terms and conditions of the free loan for use (“*comodato d’uso gratuito*”) in favour of TERNA, as well as the related preliminary and consequent activities of installation and removal of XXX assets to be completed by XXX.

## TERNA will make available one or more locations in the E-mobility Lab (located in Turin, Via Sandro Botticelli no. 139) or in other locations on the Italian territory where the trial covered in this MoU will be held), set up to host the Charging Infrastructures and Electric Vehicles referred to in Article 3.8 above.

## XXX will be responsible for supplying and installing its products, with particular attention to:

## defining and applying for possible permits;

## procuring the technological devices necessary for the operation, monitoring and control of the Charging Infrastructures and Electric Vehicles;

## verifying the suitability of the location with respect to the specific structural and connection requirements of the Charging Infrastructures and Electric Vehicles in question;

## the physical connection to the plant and vehicle power grid;

## providing technical-engineering support for the configuration of the Charging Infrastructures, Electric Vehicles in order to ensure proper communication with the control, conduction and monitoring systems at the Project site;

## proceeding with the commissioning of their system and vehicles.

## The supply of the Charging Infrastructures and Electric Vehicles is understood to also include their transportation, delivery, unloading and installation if so indicated by TERNA.

## The activities listed above will be carried out using a “Plug & Play” approach, meaning an approach that facilitates the removal or replacement of the Charging Infrastructures and Vehicles at the end of the test period.

## Timing of Phase 2: as agreed in Phase 1.

## **Phase 3 – Test execution**

## The objective of Phase 3 is to test the technical characteristics of the Charging Infrastructures and Electric Vehicles, defined as described in Phase 1, and to conduct the subsequent analysis of the results.

## Test sessions will be conducted by TERNA, also with the support of Third Parties, in agreement with XXX, which is already willing to provide technical-engineering support for the execution of the tests.

## The Parties agree that, among the areas of interest under Article 3.13, there is certainly also that of communication protocols between Charging Infrastructures, Electric Vehicles and control systems. It is understood that any developments that may result from the trial will be conducted in agreement with TERNA, starting from protocols that are considered standard, with a view to defining modifications that are as close as possible to the reference standards or preliminary versions of these.

## Ultimately, given TERNA’s main role in conducting the trial and reporting on the tests, where necessary XXX will provide all necessary and/or useful support to carry out the activities of:

## Preparation and implementation of the following tests (as detailed in the Technical Annex to the Regulations):

## Type 0 – Checks on interfaces and communications, *i.e.* preliminary testing of communication interfaces and correct sending and receiving of signals;

## Type 1 – Technical characterisation of EV + EVSE resource(s), *i.e.* tests to determine the technical operational reference parameters of the resource(s), either individually (EV, EVSE) or combined (EV + EVSE);

## Type 2 – Technical characterisation of services, *i.e.* tests to determine the technical performance for the provision of grid services when these are provided by resources such as the electric vehicles and charging stations being tested;

## Type 3 – Evaluation of service-provision impacts, *i.e.* tests to quantitatively assess the impacts on asset life and user experience resulting from the provision of grid services, and to evaluate the performance and actual availability of these assets in extended-service scenarios.

## Preparation of the Charging Infrastructures and Electric Vehicles for the performance of the tests, guaranteeing the availability of technical support in the event of issues, problems, errors, defects, malfunctions, irregularities and/or in the event of any need for technical support that cannot be managed directly by TERNA (including but not limited to problems in the configuration of the asset for charging, any malfunctioning of the asset, etc.) and without prejudice to what is indicated in Article 3.2 point (v) above.

## Interpretation, analysis and processing of test results.

## Timing of Phase 3: from the end of Phase 2 up to a maximum of 10 (ten) months after the end of Phase 2 and consistent with the aforementioned Phase 1 test plan and outcomes.

## **Phase 4 – End of trial**

## The term of duration of the tests and trial activities is agreed by the Parties in Phase 1 and may be extended by mutual agreement between the Parties, up to a maximum overall duration of the trial of 18 (eighteen) months from the beginning of Phase 1. The trial may also be terminated by one of the Parties, by written notice to the other as specified in Article 10.2.

## At the end of the trial period, either due to the expiration of the term provided by the Parties or due to the termination, for any reason whatsoever, of this MoU, XXX shall remove the Charging Infrastructures and the Electric Vehicles still installed at the E-mobility Lab within and no later than 15 (fifteen) calendar days from the expiration *(i)* of the trial period or *(ii)* of the individual free loan for use agreements (“*contratti di* *comodato d’uso gratuito*”) signed between the Parties (in this case, according to the procedures set forth in greater detail therein).

## The removal of the Charging Infrastructures and the Electric Vehicles shall include also the activities and costs for the transportation and delivery of the abovementioned assets outside the TERNA premises where the E-mobility Lab is located, which shall be borne by XXX. It is understood that, at the end of the removal activities, the stations occupied by XXX’s products shall be restored as they were at the beginning of the trial – save for any changes made by and agreed with TERNA – and such activities shall be conducted under the responsibility of XXX.

## Access to the E-mobility Lab shall be previously agreed by the Parties and TERNA shall have the faculty to request to XXX, from time to time, depending on the type of intervention to be carried out, any documentation necessary for the access to its premises. In the event of installation/removal of the Charging Infrastructures and Electric Vehicles, XXX, its employees and any Third Parties collaborating with XXX shall be required to provide to TERNA all documents which is usually requested by TERNA to its contractors for access to TERNA’s sites and plants and shall undertake to comply with all obligations and precautionary undertaking provided for access to TERNA’s sites and plants and by law (including the provisions of Italian Legislative Decree no. 81/2008).

# Third Parties

## Each Party undertakes to perform its activities respectively provided for in Article 3 above, with its own resources and means, bearing the costs and charges thereof.

## Notwithstanding Article 4.1 above, the Parties expressly acknowledge and agree that:

## each Applicant is hereby authorised to make use of the companies belonging to its group (meaning belonging to the group of the EV Manufacturer(s) and/or EVSE Manufacturer(s) creating the association of undertakings – “*raggruppamento temporaneo di imprese”* or “RTI” – represented herein by XXX), including their employees, to carry out the activities covered by this MoU; and

## TERNA, with its own resources and means, bearing the relevant costs and charges, may also avail itself of third parties (including also any further Eligible Parties selected within the framework of the Procedure as better specified in the following Article 4.4), and consultants, to carry out the activities covered by this MoU (“**Third** **Parties**”).

## In the cases referred to in point *(ii)* above, TERNA undertakes to include in the contract(s) with the aforesaid Third Parties provisions and undertaking similar to those contained in this MoU which are relevant for the performance of its respective activities. It is understood that, in such case, TERNA shall also be jointly and severally liable towards XXX for any breach of the obligations under this MoU by Third Parties involved by it, with the exception of the case set forth in Article 5.2 letter c) below.

## The Parties also acknowledge and agree that XXX shall be entitled to make use of the consultancy and advice of entities (such as, but not limited to, Research Centres and Universities) for the performance of its respective activities covered by this MoU, it being understood that:

## the trial activities to be performed according to this MoU by XXX will be, in any event, carried out and performed entirely by XXX or by XXX group companies (meaning by the companies belonging to the group of EV Manufacturer(s) and/or EVSE Manufacturer(s) creating the association of undertakings – “*raggruppamento temporaneo di imprese*”or “*RTI*” – represented herein by XXX); and

## XXX shall be jointly liable *vis-à-vis* TERNA for any and all damages caused to TERNA and/or to the companies belonging to TERNA group by such third parties as may be involved by XXX and/or by any advisors or consultants appointed by XXX pursuant to this Article 4.3.

## The Parties acknowledge and agree, as of the Effective Date of this MoU, that all activities referred to in Article 3 above, may also involve as Third Parties other EV Manufacturers and/or EVSE Manufacturers and their technical-engineering support, and XXX undertakes, as of now, to cooperate to the best of its ability and under the coordination of TERNA with such Third Parties.

# Intellectual Property

## The Parties shall remain the sole and exclusive owners of their respective intellectual and/or industrial property rights including, for example, know-how, patents, inventions, copyrights, designs, drawings, projects, topographies, production processes, methodologies, techniques and documentations, trade or industrial secrets elaborated, developed, accomplished, acquired or possessed by each of the Parties, directly or through their consultants, prior to signing this MoU and/or outside the scope of activities referred to in this MoU and/or context created, elaborated and/or developed independently from the other Party (the “**Intellectual Property Rights**”).

## The Parties agree that, in case any Intellectual Property Rights is developed - jointly between the Parties - for the purposes of and in connection with the performance of the various activities under this MoU:

**[NOTE: *To be adapted depending on the economic operators that create the Applicant Eligible Party which execute the MoU***]

## XXX shall remain the owner of the Intellectual Property Rights related exclusively to its own Charging Infrastructure and/or Electric Vehicles as a whole and/or to all its control systems aimed at controlling and monitoring the Charging Infrastructure/EV as a whole (with the express exclusion of any and all Intellectual Property Rights of the control system of the E-mobility Lab, which is and shall remain the sole and exclusive property of TERNA, as specified under the following letter b);

## TERNA shall always remain the sole and exclusive owner of the Intellectual Property Rights pertaining to everything relating and even only connected to dispatching services in their entirety and to the E-mobility Lab control system; and

## in the event, for the performance of the trial activities referred to in Article 3 above, TERNA makes use of Third Parties which are EVSE Manufacturers and/or EV Manufacturers, TERNA and, to the extent it should be necessary, XXX, shall agree directly with them on the terms and conditions of the relevant Intellectual Property Rights eventually created in compliance, in any case, with the provisions of this Article 5.

## Should the Parties jointly develop, also with the possible involvement of Third Parties, Intellectual Property Rights related to the interconnection mechanisms between Electric Vehicles, Charging Infrastructures, control system and dispatching services (including but not limited to communication protocols and/or aggregation logic) or, in any case, any Intellectual Property Rights not pertaining exclusively to one of the points set forth in Article 5.2 above, the Parties shall establish from time to time, in good faith, executing a specific written agreement, the terms and conditions relating to the relevant Intellectual Property Rights and their use, taking into account:

## any agreements made by the Parties with additional Third Parties referred to in Article 5.2 letter c) above;

## that the purpose of the ESI E-Mobility Project is also to develop solutions for the standardisation of the technological elements functional to the participation of new resources in the dispatching service market;

## that TERNA shall always remain the sole and exclusive owner of the Intellectual Property Rights relating to everything pertaining to and even only connected to the dispatching services as a whole and the E-mobility Lab control system;

## that TERNA shall have the right, which XXX hereby expressly acknowledges and accepts, to communicate and promote and publicize anything that derives as a result of the ESI E-Mobility Project as set forth in the following Article 5.4.

## It is understood that TERNA, either directly or indirectly (through a third party entrusted by TERNA), subject to compliance with its obligations under Articles 5 and 6 of this MoU, shall in any event have the right, which XXX expressly acknowledges and accepts, to:

## Communicate, disclose and promote anything that may derive as a result of the tests conducted as part of the ESI E-Mobility Project, according to the modalities deemed most appropriate, guaranteeing the protection of XXX’s Confidential Information and the anonymity of the EV and EVSE models tested, since the data, results, reports, accounts and documentary and/or multimedia material concerning the main evidence collected may be disclosed or presented in an anonymous and aggregate form, including but not limited to data by type of charge (AC, DC), exchange mode with the grid (V1G, V2G), etc.;

## send all the data, results, reports, and documentary and/or multimedia material referred to in point *(i)* above regarding the ESI E-Mobility Project to ARERA, it being expressly understood between the Parties that, in this case, the aforementioned data, information and materials will be provided to ARERA in an anonymous and aggregate form;

## make the data, results, reports and documentary and/or multimedia material referred to in point *(i)* above available to third parties in an anonymous and aggregate form on a special web-page of its website;

## make use of and, in any case, dispose of the data, results, reports and documentary and/or multimedia material referred to in point *(i)* above in an anonymous and aggregate form to hold public dissemination seminars.

# Confidentiality

## The Parties undertake to exchange with each other, for the purposes of the Project, all information necessary and/or useful for the proper, full and timely execution of all activities covered by this MoU and the Project in accordance with the terms and conditions set forth in this Article 6.

## From the date of execution of this MoU, for its entire duration as provided in Article 10.1 below, and for further period of 5 (five) years following its expiry, termination or loss of effectiveness for any reason whatsoever, the Parties undertake to keep confidential and not disclose to third parties:

## the terms and conditions of this MoU, except as disclosed in any press release jointly agreed in advance in writing by the Parties;

## all information, including all deeds, documents, news and data of any nature whatsoever, even if not expressly qualified as confidential and related to this MoU and/or the activities hereunder, exchanged between the Parties or received by either of them orally or in writing in such context;

## all analyses, evaluations, elaborations and other documents, of whatever nature, prepared by the Parties in the performance of the activities referred to in Article 2 above and in general in this MoU, or which contain, reproduce or derive the information referred to in letter b) above received from the other Party;

## all information which is expressly qualified, defined or sealed as Confidential Information by means of a confidentiality wording such as ‘Confidential’ ‘Classified’ or similar terms and expressions by the disclosing Party;

## (jointly, the information referred to in letters a), b), c) and d) above are hereinafter referred to as “**Confidential Information**”).

## Confidential Information shall be any information described above that is made available orally or in writing, in tangible or intangible form, as well as by any means analysis, compilation, note, study, memorandum, presentation or other document.

## Notwithstanding the above, the following information shall not be considered as Confidential Information:

## information previously qualified or sealed as “non-confidential” or with similar expressions by the Parties also for the purpose of any press releases to be agreed upon in advance and in writing between them;

## information that the receiving Party can prove was, at the time it was made available to the receiving Party, already in its lawful possession and was not acquired, directly or indirectly, in breach of any legal, contractual or fiduciary obligation by the entity which has provided such information;

## information which at the time of its disclosure is, or subsequently becomes, publicly available as a result of publication or other means of communication, for reasons other than acts and/or omissions of either Party or one of their respective Admitted Recipients or otherwise as a result of a breach of this MoU, provided that such circumstances shall be proven by the receiving Party or lawfully received by the Receiving Party from a third party without breach of any contractual and/or fiduciary obligation existing with the disclosing Party;

## information brought to the knowledge of third parties, without breaching any restriction or confidentiality obligation hereunder, by the Party proprietary of such information;

## information that has been independently developed and/or processed by, or on behalf of, the receiving Party and/or of its respective Admitted Recipients, without relying on or referring to the disclosing Party’s Confidential Information;

## information disclosed to the Admitted Recipients pursuant to Article 6.6 below;

## information to be published by TERNA pursuant to Article 5.4 above in the form and according to the terms and conditions specified therein.

## In the event that the receiving Party is required to disclose to third parties, in whole or in part, the Confidential Information of the other Party in order to comply with any legal or regulatory requirements, and/or by virtue of any order issued against the receiving Party and/or its Admitted Recipients by a court or any other judicial, administrative or supervisory Authority, the Receiving Party undertakes – to the extent permitted by law – to previously and promptly inform the disclosing Party that any Confidential Information has to be disclosed for such purposes. It remains understood that the receiving Party shall limit the disclosure to the minimum part of Confidential Information required so that the mandatory obligation of the receiving Party can be deemed to be legitimately satisfied.

## Confidential Information is and shall remain in the sole and exclusive property of the Party who made it available.

## Without prejudice to the provisions of Articles 4 and 5.4 above, each Party may disclose Confidential Information received from the other Party to its directors and employees of all ranks, consultants and advisors and to the directors, employees and consultants of the other companies belonging to its Group as well as to any Third Parties, who need to acquire such information for the sole purpose of carrying out the activities provided for in this MoU and of the Project (the “**Admitted Recipients**”), provided that the receiving Party shall cause that each of its Admitted Recipient:

## shall be bound by the confidentiality undertakings provided in this MoU as the Parties; and

## shall not use the Confidential Information of the other Party for any purposes other than the activities referred to in this MoU and of the Project .

## It is understood that the directors and employees of the companies belonging to each Party’s Group are considered bound to confidentiality obligations provided hereunder by virtue of their relationship with the respective Party; therefore, in order to make them available the Confidential Information, it is sufficient that the receiving Party has informed them of the confidentiality obligations provided for in this MoU.

## The Parties mutually acknowledge that the activities covered by this MoU will be carried out in compliance with the applicable legislation, including that relating to corporate crimes, transactions with related parties and that relating to the treatment of relevant and insider information (respectively, “**Relevant Information**” and “**Insider Information**”) set forth in Regulation (EU) no. 596/2014 of the European Parliament and of the Council of 16th April 2014 (the “**MAR**”), the applicable provisions of Italian Legislative Decree no. 58 of 24th February 1998 (the “**CLF**”) and the Issuers’ Regulations adopted by CONSOB resolution no. 19971 of 14th May 1999 (the “**Issuers** **Regulation**”), as well as taking into account the guidelines issued on the matter by the European Securities and Markets Authority (“**ESMA**”) and by CONSOB and, in particular, the operational indications contained in the CONSOB Guidelines on the “Management of Insider Information” (the “**CONSOB** **Guidelines**”), as well as the provisions of the Corporate Governance Code of listed companies.

## The Parties reciprocally acknowledge that the Confidential Information could constitute Relevant Information and Insider Information for the purposes of application of the related regulations pursuant to Article 6.9 above and that, for the addressees of these provisions, it is necessary to establish the “List of persons who have access to relevant information” (hereinafter the “**RIL**”) and the “List of persons who have access to insider information” (hereinafter the “**Insider** **List**”) in which the issuer is required to enter also the external subjects with which it maintains a relationship of professional collaboration in virtue of which these subjects have access to the information, as provided for in Art. 18 of Regulation (EU) no. 596/2014.

## To this end, at the request of TERNA, XXX undertakes to transmit to TERNA (when applicable) the list and the data of the subjects that have access to the Relevant Information or Inside Information to allow TERNA to register them in the RIL or the Insider List and, furthermore, to also transmit to the aforesaid subjects the related communications, as provided for in the corporate procedures “Procedure for managing, processing and communicating corporate information of TERNA S.p.A and its subsidiaries” and “Procedure for keeping and updating the Relevant Information List and the Insider List”, available for consultation on the TERNA website.

## Notwithstanding the time limit set forth in Article 6.2 above and the provisions of Articles 4 and 5.4 above, in case of expiry of the duration of this MoU, or in case of termination of this MoU, and/or in case of loss of effectiveness of this MoU for any reason whatsoever, the Parties shall return and/or destroy – and cause, pursuant to Article 1381 of the Civil Code, its Admitted Recipients to return and/or destroy – all documents and copies thereof containing Confidential Information of the other Party, without retaining any copies thereof. Where Confidential Information is required to be retained by a Party pursuant to laws or regulations, by virtue of measures of the competent judicial, administrative or supervisory authorities, for internal procedures, the receiving Party may keep a copy thereof. In such case, the receiving Party shall, also on behalf of its Admitted Recipients who continue to hold such Confidential Information, continue to comply with all confidentiality obligations under this Article 6 for so long as such Confidential Information shall be retained (even if such retention shall take place after the expiry, termination or loss of effectiveness, for whatever reason, of this MoU).

## Without prejudice to the provisions of Articles 4 and 5.4 above, the Parties expressly acknowledge and agree that, in case of exchange of Confidential Information classified as “strictly confidential” or “industrial secret” – within the meaning of Articles 98 and 99 of Italian Legislative Decree 10th February 2005, no. 30, as subsequently amended and supplemented (“**Industrial Property Code**” or “**IPC**”) – by the Party that made it available to the other, the confidentiality and non-use obligations set forth in this Article 6 shall survive the expiry, termination and/or loss of effectiveness of this MoU for any reason whatsoever and shall continue to be effective until the receiving Party is able to demonstrate that such Confidential Information has become generally known or readily accessible to third persons working in sector that normally deal with this type of information for any cause other than its disclosure by the receiving Party.

# Costs

## From the date of effectiveness of this MoU and for its entire duration, each Party shall be exclusively responsible for and shall bear all its own costs and expenses incurred in connection with the performance of the activities provided by this MoU, without any right to claim for reimbursement, indemnification or compensation whatsoever against the other Party.

# Timing

## TERNA and XXX shall jointly agree upon the period during which they shall carry out the activities set forth in Article 3 above. This period shall be agreed upon between TERNA and XXX on the basis of:

## the time-frame indicated in Article 3 of this MoU;

## the availability indicated by XXX to supply, install and set up the Charging Infrastructure, which are activities to be performed by XXX as per Article 3;

## TERNA’s availability to carry out testing operations, which are activities to be performed by TERNA as per Article 3;

## the technical availability of testing facilities, including the E-mobility Lab.

# Effectiveness and non-binding nature of the MoU

## With the exception of the provisions of Articles 2, 3.18, 3.19, 4, 5, 6, 8, 9, 10, 11, 13, 14, 15 and 16, the Parties acknowledge and agree that this MoU is not intended to create, for the Parties, any legally binding obligation regarding the development, execution and/or implementation of the prospected collaboration and/or the performance of the activities envisaged for the pursuit of the objectives of the Project, and it does not imply any contractual obligations, neither preliminary nor final, nor any commitment to enter into any binding agreement concerning the development, execution, implementation and exercise of any activity related to the Project.

## The Parties acknowledge and agree that, under the terms and conditions set forth in this MoU, they will act with absolute economic, financial, fiscal and organisational autonomy and without any exclusivity undertaking. Therefore, this MoU shall not create any legally binding obligation for the Parties to form any partnership, joint venture, company and/or consortium nor any agency relationship.

## It is understood between the Parties that, for the activities covered by this MoU, there is no exclusivity obligation for the Parties, which will therefore be free to initiate projects and/or activities similar or analogous to those provided for in this MoU with any third parties.

# Duration of the MoU

## This MoU, once executed by the Parties pursuant to and for the purposes of article 1326 of the Italian Civil Code, shall be effective as of the Effective Date and shall remain in force and effect until [31 December 2025].

## Each of the Parties may freely withdraw from this MoU by giving a prior written notice to the other at least 30 (thirty) days in advance, provided that in such case the other Party shall not have any right to claim for compensation, indemnification or reimbursement whatsoever against the Party that has exercised its right of withdrawal.

## The obligation of XXX to remove the supplies in accordance with the ESI E-Mobility Project Documents shall remain unaffected in the event this MoU ceases to be valid for any reason whatsoever.

# Notices

## All notices and/or notifications relating to this MoU shall be given by the Parties in writing, in the English (or Italian) language and shall be deemed validly given *(i)* in case of notice sent via registered mail with acknowledgement of receipt, at the time of the receipt, and *(ii)* in case of notice sent via PEC (anticipated by an e-mail), at the time when the sender receives a copy of the notices of ‘Acceptance’ and ‘Delivery’ of the notice transmitted, provided that such notices or notifications are addressed as follows:

## If to TERNA to:

## **TERNA S.p.A.**

## Viale Egidio Galbani no. 70

## 00156 – Rome (RM)

## *For the kind attention of:* Ms. Elisa Virone

## CEM: [strategiadisistema@pec.terna.it](mailto:strategiadisistema@pec.terna.it)

## E-mail: [programma\_esi@terna.it](mailto:programma_esi@terna.it)

## If to XXX to:

## **[XXX]**

## [*Address*]

## *For the kind attention of:* Mr./Ms. [●]

## CEM: [●]

## E-mail: [●]

## Either Party may change the above addresses at any time upon written notice to the other Party to be sent according to the provisions of this Article 11. In this case, the change of address shall be effective 3 (three) days after receipt of the relevant notice by the receiving Party.

# Protection of Personal Data

## The Parties undertake to comply with the current legislation on the protection of personal data, meaning EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (‘**GDPR**’), Italian Legislative Decree no. 196 of 30 June 2003, Italian Legislative Decree. no.101 of 10 August 2018, as well as any other data protection legislation applicable in Italy, including the provisions of the Italian Data Protection Authority.

# Code of Ethics, Organisational Model, Anti-corruption Guideline, Whistleblowing

## It should be noted that TERNA, in conducting business and managing internal relations, refers to the principles contained in its Code of Ethics (‘**Code of Ethics**’), which can also be found at [www.terna.it](http://www.terna.it/en).

## TERNA has also adopted an Organisational and Management Model in compliance with Article 6 of Italian Legislative Decree no. 231/2001 (‘**Model 231’**), also available at [www.terna.it](http://www.terna.it/en), with the objective of preventing specific crimes, both in Italy and abroad.

## Furthermore, TERNA has adopted the Anti-Corruption Guideline of Terna Group to prevent public and private corruption, both in Italy and abroad (‘**Anti-Corruption Guideline**’), which can be consulted at [www.terna.it](http://www.terna.it/en).

## In compliance with the provisions of Italian Law no. 179 of 30 November 2017, the Company has implemented an electronic whistleblowing portal for reports also from external parties. XXX may therefore, can report violations, including potential violations, of the principles contained, among others, in the Code of Ethics, the Model 231 and the Anti-Corruption Guideline, via the following *link:* <https://whistleblowing.terna.it/>.

# Applicable law and dispute resolution

## This MoU shall be governed and construed according to Italian Law.

## In case of any disputes and/or controversy arising between the Parties in connection with or otherwise out of this MoU and the performance of the activities provided herein, including but not limited to those relating to its validity, effectiveness, interpretation, performance and termination, the Parties undertake to meet with a view to reach a possible amicable settlement of such dispute. In the event that the Parties will not sign an amicable settlement of the dispute arisen within 15 (fifteen) days from the notice given to start the amicable settlement negotiation, any disputes shall be finally submitted to the exclusive jurisdiction of the Courts of Rome.

# Miscellanea

## Assignment. No Party may assign this MoU and the rights and obligations of the Parties hereunder to any third party without the prior written consent of the other Party. Notwithstanding the foregoing, XXX hereby expressly acknowledges and agrees that TERNA shall have the right to freely assign and transfer this MoU (and any of its right and obligation hereto) to any other company belonging to TERNA Group.

## Amendments. No modification, amendment or derogation to this MoU shall be effective for any purpose unless made in writing and resulting from a document signed by duly authorized representatives of both Parties.

## Waiver. The failure or delay of either Party to exercise any of its right, faculty or action or to enforce any of the terms, conditions or provisions under this MoU shall not be deemed to be a waiver of any such right, faculty or action nor shall such Party be prevented from subsequently asserting or exercising any such right, faculty or action in respect to similar events.

## Severability. Without prejudice to the mandatory provisions of law, if any term or other provision of this MoU is invalid, illegal or incapable of being enforced, in whole or in part, as a matter of law, the legality, validity and enforceability of the remaining provisions of this MoU shall not in any way be affected or impaired thereby. Upon the determination that any term or other provision hereof is invalid, illegal or incapable of being enforced, the Parties will negotiate in good faith in order to modify and/or interpret in good faith such provision in compliance with the applicable law and so as to effect the original intent of the Parties as closely as possible in an acceptable manner, to the end that the this MoU shall survive to the maximum extent possible.

## Entire agreement and free negotiation. This MoU and all its clauses, individually and jointly, are the result of specific and direct negotiation in good faith between the Parties and constitute the entire agreement between the Parties relating to the object and purpose thereof, no further or different covenants having been entered into.

## Expenses, Taxes and Fees. Each Party shall bear, to the extent of its responsibility and relevance, any costs, taxes and fees incurred in connection with the signing and execution of this MoU.

# International Sanctions

## Each Party declares and undertakes:

## To comply in the conduct of its business activities with international sanctions legislation, meaning any law, regulation, decree or order, nominative list or other restrictive measure having as its object any trade, economic or financial sanction, embargo or restriction adopted, issued, administered, implemented or imposed, from time to time, by or in:

## the United States of America;

## the United Kingdom of Great Britain and Northern Ireland (including but not limited to “His Majesty’s Treasury”);

## the United Nations Security Council;

## the European Union and its Member States; or

## any body, agency or authority owned by or acting for or acting on behalf of any of the jurisdictions/entities referred to in letters a) to d) above,

## (the ‘**International Sanctions**’);

## not to be subject, directly or indirectly, to International Sanctions;

## not to be owned 50% (fifty per cent) or more or controlled, directly or indirectly, by persons or entities subject to International Sanctions;

## that it is not located, organized, resident in nor operating from any country or territory that is subject to comprehensive country wide or territory wide International Sanctions which create a general, export, import, financial or investment embargo, being, as of the date hereof: Cuba, the Crimea region of Ukraine, the so-called Donetsk People’s Republic and the so-called Luhansk People’s Republic, the Zaporizhzhia and Kherson provinces of Ukraine, Iran, North Korea and Syria (the ‘**Embargoed Jurisdictions**’).

## The Parties expressly acknowledge and agree that either Party may terminate this MoU at any time in the event that:

## the object of this MoU becomes subject to International Sanctions; or

## the other Party, at any time during the execution of this MoU, can no longer confirm the declarations and undertakings referred to in the Article 16.1 points (ii), (iii) and (iv) above (the causes of withdrawal referred to in points a) and b) of this Article 16.2 hereinafter referred to as the ‘**Causes of Withdrawal**’).

## The occurrence against a Party of the Cause of Withdrawal referred to in Article 16.2 letter b) above shall be immediately communicated by the latter to the other Party, in order to allow it to exercise its right to withdraw from the MoU, without prejudice to the commitment undertaken by the Party against which the above-mentioned Cause of Withdrawal has occurred to verify and promptly adopt all possible remedies to determine the termination of the above-mentioned Cause of Withdrawal.

## In the event that the Party affected by the Cause of Withdrawal has failed to take or has been unable to take appropriate measures to remedy the Cause of Withdrawal within a maximum period of seven (7) business days after the occurrence thereof, the following consequences shall arise:

## there shall be an immediate interruption in the exchange of Confidential Information, it being understood that the Confidential Information already transmitted shall in any case remain subject to the confidentiality obligations provided for in this MoU, as well as an immediate interruption of any kind of dialogue, activity and/or cooperation between the Parties;

## the obligation of the other Party to carry out any activity related to the purpose of this MoU shall cease with immediate effect; and

## no indemnity and/or compensation whatsoever may be claimed and/or requested by the Party affected by the Cause of Withdrawal as a consequence of the withdrawal exercised by the other Party.

## In the different case that the declarations and warranties given by a Party pursuant to Article 16.1 above are, in whole or in part, false or that the commitments under Article 16.1above have been breached, the other Party shall be entitled to exercise the right to terminate this MoU pursuant to Article 1456 of the Italian Civil Code with the effects of law.

## In the cases referred to in Articles from 16.2 to 16.5 above, the Party affected by the Cause of Withdrawal and/or that has given - in whole or in part - false declarations and warranties or has violated the commitments referred to in Article 16.1 above, in any case, assumes as of now the obligation to indemnify and hold harmless the other Party from any consequence and/or damage as well as from any type of claim, action and/or reason, also of a compensatory nature, that third parties may claim against the other Party and the relative Group.

## \*\*\* \*\*\* \*\*\*

## If you agree with the above proposal, please return it to us in a letter wholly incorporating the content hereof, initialled on every page and duly executed in the signature page, in sign of your full and unconditional acceptance, by your duly authorised representative, to the following CEM address: [strategiadisistema@pec.terna.it](mailto:strategiadisistema@pec.terna.it).

## Yours faithfully

## **TERNA S.p.A.**

## \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Signed by: [●]

## Title: [●]