

## GENERAL PROVISIONS

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## 1) CONFIDENTIALITY

### 1.1) Obligations of the parties

All information regarding the activities of either party, in accordance with the Regasification Code, must be treated as confidential and may not be used by either party, its employees and/or agents outside the scope of the Regasification Code, nor may such information be disclosed to third parties except in accordance with prior written instructions or authorisations by the Party to which such information pertains and subject to third parties signing a similar confidentiality clause.

### 1.2) Exceptions

Without prejudice to the provisions of the preceding paragraph, information shall not be considered confidential if and to the extent that it is:

- information that was in the public domain at the time it was disclosed or that become public knowledge for reasons other than the non-fulfilment of obligations or the fault of the receiving Party;
- information which the receiving Party was already aware of at the time it was disclosed to the other Party and for which there was no obligation of confidentiality;
- information which can no longer be considered confidential because it is required to fulfil legal obligations or has been requested by the Regulatory Authority;
- information that the receiving Party has legally obtained from third parties without breaching any confidentiality requirement towards the other Party.

### 1.3) Effectiveness of obligations

The confidentiality obligations listed in this chapter shall remain effective for 2 years from the date of termination or cancellation of contractual obligations in relation to the Regasification Code.

## 2) PERSONAL DATA PROCESSING

The Parties mutually undertake to process the personal data exchanged for the purpose of the Regasification Agreement, in full compliance with the provisions of Legislative Decree No. 196 of 30 June 2003, as amended and supplemented.

The Terminal Operator shall provide to Users that are parties to the Regasification Agreement a disclosure on how it processes personal data pursuant to Legislative Decree No. 196 of 30 June 2003, by publishing such information on its website.

## 3) CORPORATE LIABILITY

The User acknowledges being aware of current legislation on the corporate liability of legal persons and, in particular, of Legislative Decree No. 231 of 8 June 2001 and having read the document "Model 231" - which also includes the Code of Ethics -

prepared by GNL Italia in relation to the current regulations concerning administrative offences with regard to legal persons resulting from crimes committed by directors, employees and/or collaborators.

The Model 231 form is available on the Terminal Operator's website. At any time, the User may request the Terminal Operator to provide a hard copy of the document.