

CHAPTER 17

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17.1 OBLIGATIONS OF THE PARTIES

17.1.1 *Obligations of the Shipper*

The Shipper, according to the terms and conditions prescribed by the present Contract, undertakes to:

- a) deliver or cause to be delivered through the Major Transport Company for injection at the Delivery Point and to draw or cause to be drawn through the Major Transport Company for withdrawal at the redelivery Point the gas it owns according to the Injection Schedule and the Withdrawal Schedule, with the operating procedures indicated in chapter 6;
- b) deliver or cause to be delivered through the Major Transport Company to the Storage Company at the Delivery Point gas whose quality shall be according to the specifications contained in Annex 10A;
- c) deliver or cause to be delivered through the Major Transport Company to the Storage Company at the Delivery Point gas at least at the minimum pressure indicated in Chapter 11;
- d) not request the withdrawal of a quantity of gas exceeding the quantities injected by the Shipper, who signed a Contract for the storage services, in the injection phase or which otherwise the Shipper owns in storage;
- e) pay the price for the storage Service and for the Transport Capacity required by the Storage Company, in addition to all other amounts due to the Storage Company for the performance of the Contract, according to the procedures established herein;
- f) use the Electronic System in the ways and in the times prescribed by this Code, assuring, in its use, the adoption of such procedures as not to prejudice in any way the functionalities prescribed by it and not to prevent its operation, even temporarily.

If the Shipper, for any reason, does not delivery or does not cause to deliver any quantity of Gas at the Delivery Point, the Shipper shall in no way be liable in relation to such missed delivery, but shall remain obligated only to pay the related Storage prices, except the cases in which the Shipper is exonerated from this obligation in accordance with any other provision of that Contract.

17.1.2 Obligations of the Storage Company

The Storage Company, according to the terms and conditions prescribed by the present document, undertakes to:

- a) redeliver in Withdrawal quantities of gas equivalent in energy terms, expressed as energy, to the quantities injected by the Shipper during the Injection;
- b) redeliver to the Shipper at the Delivery Point the gas quantities, expressed in energy, in compliance with the confirmed daily reservations, at the values of quality and pressure indicated in chapters 10 and 11;
- c) verify and confirm the reservations communicated by the Shipper, with the procedures prescribed by the Storage Code;
- d) carry out the activities necessary for the Allocation of the gas moved to each individual Shipper;
- e) take delivery, from the Major Transport Company on the Gas-Day, of the quantities of gas, expressed in energy, delivered or caused to be delivered by the Shipper at the Delivery Point (outlet point of the transport network interconnected with the storage sites), fulfilling the confirmed daily reservations, in compliance with the quality and pressure specifications defined in the Storage Code;
- f) redeliver to the Major Transport Company on the Gas-Day, the quantities of gas, expressed in energy, redelivered or caused to be redelivered by the Shipper at the Delivery Point (point of entry of the transport network interconnected with the storage sites), fulfilling the confirmed daily reservations, in compliance with the quality and pressure specifications defined in the Storage Code;
- g) guarantee the availability of a transport capacity to and from the Storage System that is adequate for the commitments made with the Shippers as a result of the stipulation of the Contract;
- h) schedule the transport capacity using the schedules received by its Shippers as confirmed by the Storage Company;
- i) To guarantee the availability of adequate transport capacity for the commitments made with the Shippers as a result of the stipulation of the Contract, the Storage Company requests the Major Transport Company, in accordance with the Resolution 297/2012/R/gas and in any case after the timelines established in its own Storage Code for capacity assignments, the transport capacity functional to the performance of the Storage Services, with the following procedures:
 - capacity at the outlet point interconnected with the Storage System:
 - i. transport capacity on an annual basis for the April-March period, determined as a quantity equal to the maximum Injection capacity available to the Shippers on the basis of the

- capacity assigned to them for the Mandatory Services of annual duration and on the basis of the application of the highest value of the adjustment coefficients of the Injection capacity;
- ii. transport capacity under one year, determined as a quantity equal to the Injection capacity assigned to the Shippers for the Modulation service with assignment on a monthly, weekly and daily basis, possibly in addition to the transport capacity requested by the Storage Company in accordance with the previous point;
- capacity at the point of entry interconnected with the Storage System:
 - i. transport capacity on an annual basis for the April-March period, determined as a quantity equal to the maximum Withdrawal capacity available to the Shippers on the basis of the capacity assigned to them for the Mandatory Services of annual duration and on the basis of the application of the highest value of the adjustment coefficients of the Injection capacity;
 - ii. transport capacity under one year, determined as a quantity equal to the Withdrawal capacity assigned to the Shippers for the Modulation service with assignment on a monthly, weekly and daily basis, possibly in addition to the transport capacity requested by the Storage Company in accordance with the previous point;
 - j) guarantee to all Shippers, in an impartial and non discriminatory way, access to the Electronic System assuring its correct operation, maintenance and upgrading, guaranteeing, in case of malfunction, alternative ways to carry out the prescribed activities as well as timely communication of the start and duration of the malfunction, and restoration of the service.

To fulfil the aforementioned obligations, the Storage Company, in accordance with Resolution 297/2012/R/gas, operates on the basis of the indications received from its Shippers and is not responsible for the correctness and completeness of the data communicated by its own Shippers. Therefore, the Shippers expressly recognise that the Storage Company shall in no way be held liable with regard to the duties performed by the Storage Company in relation to the transport contract on the basis of the data provided to it.

17.2 CONTRACT BREACHES

17.2.1 Breaches by the Storage Company

17.2.1.1. Pressure specifications

If the Gas made available by the Storage Company to the Shipper at a Redelivery Point does not meet the pressure specifications prescribed in the Storage Code, the Shipper, in the absence of a timely notice by the Storage Company, shall notify the Storage Company in a timely manner and, without prejudice to the obligation to pay the storage prices, shall be entitled to obtain from the latter, upon production of suitable documentation, reimbursement of all costs and expenses incurred as a result of the failure to meet the pressure specifications, within the limits indicated in paragraph 17.3.

17.2.1.2. Quality specifications

If the Gas made available by the Storage Company to the Shipper at a Redelivery Point does not meet the quality specifications prescribed in the Storage Code, the Storage Company, shall notify the Shipper and the Transport Company in a timely manner. The Transport Company shall have the right to refuse drawing said Gas; moreover, without prejudice to the obligation to pay the storage prices, the Shipper shall be entitled to obtain from the Storage Company, upon production of suitable documentation, reimbursement of all costs and expenses incurred as a result of the failure to meet the quality specification, within the limits indicated in paragraph 17.3.

17.2.1.3. Failure to perform

Except in case of a) Force Majeure or b) external cause, if the Storage Company does not perform as required by the Storage Contract and, as a consequence of such behaviour, it is impossible to perform the service, the Shipper itself, for the period in which performance is suspended, shall be exonerated from all obligations connected with payment of the capacity price relating to the missed performance and shall be entitled to obtain from the Storage Company, upon producing suitable documentation, reimbursement of all costs and expenses incurred as a result of the failure to perform, within the limits indicated in paragraph 17.3 below.

17.2.2 Breaches by the Shipper

17.2.2.1. Pressure specifications

If the Gas delivered or caused to be delivered by the Shipper to the Storage Company at the Delivery Point does not meet, for any reason, the pressure specifications prescribed in this Code, the Storage Company, in the absence of timely communication from the Shipper, shall notify the Shipper in a timely manner

and, in addition to being exonerated from the obligation of injecting into the System the quantities of Gas scheduled by the Shipper for the period in question to the extent to which the injection is not allowed by the actual delivery pressure, shall be entitled to reduce the injection of the Gas in question until it obtains the restoration of the values that meet the pressure specifications according to this document.

It is also understood that all properly documented costs and expenses, incurred by the Storage Company as a result of the failure to meet the pressure specifications shall be borne by the Shipper, within the limits indicated in paragraph 17.3 below and without prejudice to the Shipper's obligation to pay the storage prices.

17.2.2.2. Quality specification

If the Gas delivered or caused to be delivered by the Shipper to the Storage Company at the Delivery Point does not meet, for any reason, the quality specification prescribed in this Code, the Storage Company, in the absence of timely communication from the Shipper, shall notify the Shipper and the Transport Company in a timely manner and it shall be entitled to refuse the injection of this gas into the System.

It is also understood that all properly documented costs and expenses, incurred by the Storage Company as a result of the failure to meet the quality specification shall be borne by the Shipper, within the limits indicated in paragraph 17.3 below and without prejudice to the Shipper's obligation to pay the storage prices.

17.3 LIMITATION OF LIABILITY

17.3.1 Intentional wrongdoing/gross negligence

The Parties' liability for any damage deriving, or otherwise connected, with the performance or to the missed, partial or delayed performance of their obligations by virtue of the execution of the Storage Contract, is expressly limited solely to cases of intentional wrongdoing/gross negligence.

17.4 EARLY TERMINATION OF THE CONTRACT

17.4.1 Early termination by the Storage Company

The Storage Contract, in addition to the causes established by law, may be terminated by the Storage Company, earlier than the specified expiration date, by

the transmission of a written notice to the Shipper, in accordance with Article 1456 of the Italian Civil Code, with information copy to the Authority, in the following cases:

- a) The Shipper loses, for any reason, even one of the requirements for access to the System per paragraph 5.2;
- b) Prolonged improper use of the IT systems by the Shipper in such a way as to:
(i) render such IT systems totally or partly unusable; (ii) make it difficult for the Storage Company to fulfil its own contractual obligations and/or to exercise its own rights with respect to the Shippers in a punctual manner;
- c) Prolonged breach of the Shipper's obligation to pay the prices invoiced by the Storage Company for any of the types provided in the Contract. The Shipper's failure to pay the amounts due for 2 months of service constitutes a prolonged breach;
- d) Initiation, by the Shipper, of a bankruptcy proceeding, composition, extraordinary administration, settlement with creditors or other bankruptcy proceeding, in and out of court;
- e) Resolution of the liquidation or dissolution of the Shipper for any reason or cessation of the actual activity of the Shipper;
- f) Revocation and/or cancellation of all or part of the financial guarantees per article 5.2 above for any reason;
- g) Inability to perform due to Force Majeure reasons or due to an external reason, if an event qualified in paragraph 17.6 as Force Majeure or as an external event continues for a period exceeding two months.

In all the above cases of contractual termination, the following shall take place:

- h) The Storage Company may suspend acceptance the Shippers' schedules, notifying the Authority, the Ministry of Economic Development, the Major Transport Company;
- i) The Shipper shall nonetheless be obligated to pay to the Storage Company the amounts actually accrued, for any reason, including the related prices, until the date of termination of the Contract. Excepting the case of termination due to Force Majeure or to external cause, the Shipper shall also be obligated to pay to the Storage Company an amount resulting from the discounting - at the date of termination and at the discount rate equal to the average annual rate of return of the ten-year Treasury Bonds of the last available year, plus 0.75% - of the amounts representing the prices due by the Shipper for the period between the date of the early termination and the natural expiration date of the Contract, as well as to indemnify the additional damage caused to the Storage Company, indemnifying and holding harmless the Storage Company with respect to any claim laid in relation to the damages caused to other parties;
- j) Subject to any performance of the Custody Service per paragraphs 3.3.1. et seq. of the Storage Code, Edison Stoccaggio, as the custodian, shall also have right of retention on any Gas quantities which may be present in the

System and shall be automatically and preventively authorised by the Shipper with no need for further communication, proof or justification, notice or request to the Shipper, all objections removed, to sell the aforesaid gas to satisfy first its own credit and the costs incurred for the sale of the gas, net of the quantity of Guarantee Gas also subsequently pledged as collateral with respect to the Company in Charge of Balancing and to other third parties in accordance with paragraph 5.9.5, by auction and using the latest available value of the components per article 6 and 6-bis of the TIVG approved by the resolution ARG/GAS 64/09 as amended as a starting price.

17.4.2 Early termination by the Shipper

If an event occurs that prevents the Shipper from Injection or Withdrawal into/from the System for a consecutive period longer than 6 months starting from the date of occurrence of the event, the Shipper may terminate the Contract early by sending a written notice, advanced via Fax and/or e-mail, in accordance with Article 1456 of the Italian Civil Code.

The involved Shipper shall nonetheless be obligated to pay to the Storage Company the amounts per paragraph 17.4.1 letter i).

If the Capacities prescribed by the terminated Contract are assigned, in full or in part, to another Shipper, the capacity prices collected by the Storage Company as a result of the assignment of said capacities, shall be credited to the Shipper involved in the termination.

17.5 ASSIGNMENT OF THE CONTRACT

Neither of the Parties may assign the Storage Contract to third parties without the prior written authorisation of the other party, which may not be denied if the third party fulfils the eligibility requirements prescribed in this Storage Code.

The aforesaid written authorisation shall not be necessary if the assignee is a subsidiary of the assignor or under the joint control of another company in accordance with Article 2359 paragraph 1 of the Italian Civil Code and the assignment shall be effective from the date indicated in the assignment deed notified by the Assignor Party to the Storage Company.

In case assignment, the Shipper undertakes to maintain all the financial guarantees provided to guarantee the obligations deriving from the Contract until they are replaced by the assignee with equivalent guarantees.

17.6 FORCE MAJEURE

17.6.1 Definition

The term “force majeure” means any action by a public authority, exceptional natural event for which a state of calamity has been declared by the competent authority, strikes, failure to obtain authorising deeds, act, fact or circumstance not attributable to the Party that invokes it (“Interested Party”), outside the Parties’ control, and that could not be foreseen and/or avoided by ordinary diligence and at reasonable costs, having the effect of making impossible or unlawful, in full or in part, the fulfilment of the obligations of the Interested Party, so long as the Force Majeure cause persists but exclusively when this circumstance impacts the System of the Storage Company.

17.6.2 Causes

Merely by way of non-comprehensive example constitute Force Majeure causes:

- a) adverse natural phenomena including lightnings, earthquakes, landslides, fires and floods;
- b) explosions, radiation and chemical contaminations;
- c) strikes, lockouts and any other form of industrial action, with the exclusion of disputes within a company, declared on occasions other than collective bargaining, directly involving the Storage Company or the Shipper;
- d) delayed obtainment or non-obtainment of the necessary authorisations and/or concessions functional to the storage Service;
- e) defects, malfunctions or collapses of the plants, equipment or installations functional to the System.

The following are deemed to be external causes:

- wars, terrorist acts, sabotage, vandalism, riots.

17.6.3 Effects

The Interested Party shall be exonerated of all liability with regard to the failure to fulfil the obligations prescribed in the Storage Contract, and for any damage or loss suffered by the other Party, to the extent that they are affected by a Force Majeure cause or by an external cause and for the period in which the cause persists.

Upon the occurrence of a Force Majeure event or of an external event, the Interested Party shall nonetheless expend its best efforts to limit the negative effects of the event in order to allow, in the shortest possible time, the resumption of the normal performance of its contractual obligations.

One Party's impossibility to fulfil its payment obligation is not deemed to be Force Majeure or an external event.

17.6.4 Notification

The Interested Party shall notify the other Party, in a timely manner:

- a) of the occurrence of the event that makes it impossible to fulfil the obligations in full or in part, providing a clear indication about the nature of the event itself and also indicating, if a reasonable estimate can be made, the time that could be necessary to remedy it;
- b) the progress of the event, providing regular updates about the expected duration;
- c) the cessation of the Force Majeure event or of the external event.

17.6.5 Impact on the storage prices

In the presence of a Force Majeure cause or of an external cause, and for the entire time in which such cause persists, the price for the Withdrawal and Injection capacity to be paid by the Shipper shall be applied:

- a) *Pro rata temporis*, in case of total interruption of the performance of the service;
- b) In proportion to the actual reduction of the quantities of Gas delivered and/or redelivered to the Shipper at the Delivery and/or Redelivery Points, in case of partial reduction of the performance of the service.

17.7 ABSENCE OF TRANSFER OF THE PROPRIETY AND OF THE TITLE OF THE GAS

Subject to the provisions of paragraphs 5.2.1.1.1, 5.2.1.1.2, 5.2.1.1.3, 5.2.1.1.4, 5.9.5, 16.4.4 and 17.4.1 the delivery of the Gas at the Delivery or Redelivery Point by or on behalf of the Shipper shall not entail the transfer of the property right and of the title of said Gas to the Storage Company which shall keep custody of the Gas for the sole purposes of the performance of the Service, excluding the case of the performance of the Custody Service per paragraphs 3.3.1. et seq. of the Storage Code. The Shipper shall retain the property right and the title of the delivered Gas at all times, inasmuch as custody of the Gas by the Storage Company does not constitute irregular deposit under article 1782 of the Italian Civil Code.

17.8 SETTLEMENT OF DISPUTES

17.8.1 Competences of the Authority

In accordance with Article 18 of resolution no. 137/02, in case of disputes relating to the interpretation and enforcement of the Storage Contract and until the adoption of the regulation per Article 2.24, letter b), of Law no. 481 of 14 November 1995, the party shall address the Authority for the activation of an arbitration proceeding, according to the procedures defined by the Authority with its own regulations.

17.8.2 Transitional provisions

Until the time of promulgation, by the Authority, of the regulations defining the procedures for the activation of an arbitration proceeding, any disputes shall be regulated according to the procedures indicated below.

17.8.3 Preventive examination

Any disputes that should arise between the Storage Company and the Shipper in relation to the interpretation and enforcement of the Storage Contract, excepting the cases that in the view of one of the parties require resorting to precautionary and urgent measures, shall be submitted, at the initiative of each party and after formal notice is sent to the other party, to the preventive examination of parties appointed for this purpose by the parties and identified among first level executives, in the attempt of reaching a satisfactory agreement.

17.8.4 Judicial resolution

If this attempt at composition is unsuccessful within sixty days from the date of the notice per the above paragraph - and without prejudice to the competencies pertaining to the settlement of disputes attributed to the Authority for Electricity and Gas by law and in accordance with Article 17.1 of the Resolution - each of the parties shall be entitled to submit the dispute to the Judicial Authorities for resolution.

For this eventuality, the parties recognise the exclusive jurisdiction of the Court of Milan.

17.8.5 Technical arbitration

All disputes of a technical nature, not solved amicably within 15 (fifteen) business days from the time when a Party has notified the other of the existence of the dispute, shall be definitively resolved in accordance with the National Arbitration Regulations of the Arbitration Chamber of Milan by a sole arbitrator, who shall be appointed, shall proceed and shall decide in accordance with said regulations. The

Arbitrator shall have adequate technical competencies in the Gas sector and more specifically with regard to the transport, offloading, regasification, storage and sale of Gas. The arbitration shall be conducted in Italian. The venue of the arbitration shall be Milan. The arbitrator shall decide on an informal basis according to law. The Arbitrator shall render its decision in writing, indicating its reasons, no later than 60 (sixty) business days from the date of acceptance of the appointment. The decision of the arbitrator shall be definitive and binding for the Parties. The Parties renounce any and all form of challenge barring conflict of interest, intentional wrongdoing or manifest error of the arbitrator.

17.9 GOVERNING LAW

The present document is governed by the laws of Italy.

17.10 INTELLECTUAL PROPERTY

Any intellectual property right made available by one of the Parties by virtue of the Storage Contract shall remain in the property and availability of said Party or of its licensor.

17.11 CONFIDENTIALITY

17.11.1 Obligations of the Parties

All information about the activities of one of the Parties, including information deriving from the exchange of electronic data between Storage Company and Shipper in accordance with the Storage Code, shall be deemed confidential and may not be used by each Party, but its employees and/or agents except to enforce the Storage Code, nor may it be disclosed to third parties except in accordance with prior written instructions or authorisations of the Party to which such information is referred and after the signature of a similar confidentiality clause by the third party.

17.11.2 Exceptions

Without prejudice to the provisions of the preceding paragraph, the information shall be deemed to be confidential if and to the extent to which it is:

- a) information that was in the public domain at the time it was disclosed or that becomes in the public domain for reasons other than the receiving Party's non-compliance or negligence;

- b) information already known to the receiving Party at the time it was disclosed by the other Party and for which there was no confidentiality obligation;
- c) information that loses its confidentiality at the time when this is required to comply with the obligations of law or the Authority's requests;
- d) information the receiving Party has legally obtained from third parties without violating any confidentiality obligation to the other Party;
- e) information about coordination between the storage companies and the transport companies in accordance with the Storage Code;
- f) information about the management of the "Gas Emergency Procedure" per chapter 19 "Procedure for shifting from normal operating conditions to general emergency conditions";
- g) information communicated to administrative, regulatory or judicial bodies and/or authorities and/or otherwise in compliance with current regulatory provisions or instructions.

17.11.3 Effectiveness of the obligations

The confidentiality obligations indicated herein shall remain in force for a period of 2 years from the effective date of cessation or termination of the contractual obligations arisen in compliance with the Storage Code.

17.12 PRIVACY

With regard to Italian Law no. 675/96 as amended (hereafter, "Law"), the Parties acknowledge that:

- a) the Shipper is the Data Controller (hereafter: the "Controller") in accordance with Article 1, Paragraph 2, letter d) of the Law.
- b) The Storage Company has the experience, reliability, capabilities and facilities required by Article 8 of the Law to serve as "Data processor" (hereafter, "Data Processor") and assure full compliance with the current provisions pertaining to the processing of personal data, including the aspect of security. This stated, the Parties agree that ~~the~~ Storage Company shall be the Data Processor, in accordance with Article 1, Paragraph 2, letter e) of the Law, with reference solely to the processing operations and to the data that the Storage Company shall be called upon to process in relation to the performance of the contracts per the Storage Code.

In particular:

- c) the Shipper shall, at its own expense, prepare and send the amendment of the notice to the Authority for the protection of personal data, per Articles 7 and 28 of the Law; it shall also fulfil the obligation to inform its own Eligible Customers of the appointment of the Storage Company as Data Processor.
- d) The Storage Company:

- shall process the Shipper's personal data lawfully and correctly, in compliance with existing privacy regulations and within the limits of the processing carried out by the Shipper, as identified in the notice to the Authority per Articles 7 and 28 of the Law;
- shall safeguard the Shipper's personal data in accordance with Articles 9 and 15 of the Law;
- shall identify - if necessary - the parties to appoint as persons in charge of the processing, in accordance with Articles 8 and 19 of the Law, and, on the basis of the subsequent appointment document, it shall identify the instructions to be imparted to said parties, overseeing their actions, in accordance with the combined provisions of the aforementioned articles;
- shall carry out only the data processing actions that are strictly necessary for the performance of its own contractual obligations, such as preservation and processing. The Transporter shall perform the aforementioned processing operations in accordance with the purposes of the processing carried out by the Shipper. Moreover, the Transporter may not perform any processing operation other than those mentioned, and the Shipper shall hold the Transporter harmless with respect to any and all liability connected with processing operations under the sole competence of the Shipper. In this regard, the Transporter shall not be liable with regard to the collection of the personal data and to the connected obligations - such as collecting the data subjects' authorisation - as well as to the pertinence and accuracy of the data. The Shipper shall therefore have sole liability with regard to any dispute pertaining to such activities;
- shall adhere to the instructions imparted by the Shipper and shall not be liable for any violations deriving from incomplete or erroneous instructions imparted by the Shipper, which therefore shall hold it harmless with respect to any consequent or connected claim;
- shall allow the Shipper to exercise the power of control, in accordance with Article 8 of the Law;
- shall adopt the measures identified by the Shipper and directed at allowing the data subject to effectively exercise the rights prescribed by Article 13 of the Law, and shall facilitate said exercise, within the limit of its own area of competence;
- shall satisfy without delay, at the Shipper's request, any requests submitted by the data subjects, in accordance with the aforementioned Article 13 and Article 29, paragraph 2, of the Law, always within the limits of the functional operations of the Data Processor;
- shall generally ensure compliance with the prescriptions of the Authority, within the limits of its own area of competence.

The Storage Area may not make independent decisions with regard to the purposes and the procedures of the processing. In case of need and urgency, the Storage Company shall inform the Shipper as soon as possible, so the Shipper may make the appropriate decisions. In any case, if instructions by the Shipper, legal and/or

regulatory changes and prescriptions of the Authority entail additional costs and/or activities on the part of the Transporter, the related costs shall be the sole competence of the Shipper.

The appointment of the Storage Company as Data Processor shall be effective throughout (and only for) the duration of the Contract between the Parties.