

DELIVERY PROCEDURES: SCHEDULE OF FORMS AND REPORTS

PART A: ICE ENDEX ITALIAN PSV NATURAL GAS FUTURES CONTRACT (“ICE ENDEX PSV NATURAL GAS FUTURES”)

1. DEFINITIONS

1.1 The following additional definitions apply to this part of the Delivery Procedures:

- (a) The term “**Acquiring Trade Nomination**” means a nomination submitted, in the manner required by the Snam Rete Gas Rules and otherwise in accordance with these delivery procedures, by the Transferee to acquire rights in respect of one or more lots of Natural Gas at the Punto di Scambio Virtuale.
- (b) The term “**AEEGSI**” means the Autorità per l’Energia Elettrica, il Gas e il Sistema Idrico, the Italian Energy and Gas Authority.
- (c) The terms “**D+**” or “**D-**” relate to the number of Business Days before and after the Delivery Day respectively on which rights to Natural Gas are to be transferred.
- (d) The term “**Delivery Day**” means the period of 24 consecutive hours beginning at 06:00 hours CET on a day on which the transfer of rights in respect of Natural Gas is due to be made under a Contract in accordance with ICE Endex Rules and these delivery procedures and ending at 06:00 hours CET on the following calendar day.
- (e) The term “**Delivery Month**” means the period beginning at 06:00 hours CET on the first calendar day of the month until 06.00 hours CET on the first calendar day of the next month.
- (f) The term “**Disposing Trade Nomination**” means a nomination submitted, in the manner required by the Snam Rete Gas Rules and otherwise in accordance with ICE Endex Rules and these delivery procedures, by the Transferor to dispose of rights in respect of one or more lots of Natural Gas at the Punto di Scambio Virtuale.
- (g) The term “**GME**” means Gestore dei Mercati Energetici S.p.A., the company entrusted with the economic management of the Natural Gas market, and which is authorised pursuant to AEEGSI Resolution no. 282/2015 dated 12 June 2015, to act as nomination agent to record Trade Nominations on behalf of certain third parties on the PSV System for electricity and natural gas spot trading in Italy.
- (h) The term “**ICE Endex PSV Natural Gas**” means ICE Endex Italian PSV Natural Gas Futures.
- (i) The term “**Invoice Period**” refers to the period beginning at the start of the day on which the last invoice was issued, up to the end of the day prior to the date of the current invoice and also includes any additional period of time during which payments are made from the Buyer to the Seller in respect of completed deliveries.
- (j) The term “**M+**” or “**M-**” means, in respect of a Contract, the number of Business Days immediately following the last day of the month or the number of Business Days immediately preceding the first day of the month in which the Delivery Day specified in the Contract commenced.
- (k) The term “**Megawatt Hours**” or “**MWh**” means 1000 kWh, where 1 kWh means 3,600,000 joules and where “joule” is as defined in ISO 1000:1992(E) or any standard replacing the same as nominated by ICE Endex.
- (l) The term “**Natural Gas**” means any hydrocarbons or mixture of hydrocarbons and other gases consisting predominantly of methane and, to a lesser extent, ethane, propane and higher hydrocarbons, which at a temperature of 15 degrees Celsius and at an absolute pressure of

DELIVERY PROCEDURES: SCHEDULE OF FORMS AND REPORTS

1.01325 bar are or is predominantly in the gaseous state where “degree Celsius” and “bar” are as defined in ISO 1000:1992(E) or any standard replacing the same as nominated by ICE Endex.

- (m) The term “**Network Code**” means the code implemented by Snam Rete Gas, approved by AEEGSI with Resolution no. 75/2003 dated 1 July 2003, as subsequently amended and supplemented, for the regulation of the transport and balancing of Natural Gas.
- (n) The term “**PSV System**” means the IT platform for transactions for the purchase, sale and transfer of Natural Gas at the PSV, managed by Snam Rete Gas.
- (o) The term “**PSV Terms and Conditions**” means the terms and conditions for trading Natural Gas at the PSV (*Condizioni per la cessione e lo scambio di gas naturale al Punto di Scambio Virtuale*) that are approved by AEEGSI pursuant to its decision 22/2004 of 26 February 2004, as subsequently amended and supplemented setting out Snam Rete Gas’s arrangements for the transportation of Natural Gas and operational of the Transmission System and the PSV.
- (p) The term “**Punto di Scambio Virtuale**” or “**PSV**” means, in respect of a Contract, a notional point within the Transmission System at which the balancing of the amounts of Natural Gas takes place for the purposes of the Transmission Service Conditions.
- (q) The term “**Snam Rete Gas**” means Snam Rete Gas S.p.A., the Transmission System Operator or any successor thereto
- (r) The term “**Snam Rete Gas Rules**” means the Network Code, the PSV Terms and Conditions and any manuals, procedures, practices and directors of Snam Rete Gas that support the operation of the PSV Terms and Conditions, as amended from time to time.
- (s) The term “**Trade Nomination**” means in respect of a Contract, either a Disposing Trade Nomination or an Acquiring Trade Nomination, as the case may be, nominated in MWh.
- (t) The term “**Trade Nomination Quantity**” means the quantity of Natural Gas nominated in a Trade Nomination.
- (u) The term “**Transmission System**” means the points of entry and exit of the “National Pipeline Network”, as defined by the Decree of the Ministry of Industry, Trade and Crafts (presently the Ministry of Economic Development) of 22 December 2000, published in The Official Gazette, General Series No. 18 of 23 January 2001, and as subsequently amended, onshore transmission pipeline system owned and operated by Snam Rete Gas may be enlarged, extended or altered from time to time.

2. CLEARING HOUSE AUTHORITY

- 2.1 The Clearing Member hereby grants authority to the Clearing House to make Trade Nominations in connection with deliveries with respect to ICE Endex PSV Natural Gas, and that the Clearing House is given the legal authority to make such Trade Nominations, via a third party, including GME (or via such other route as the Clearing House deems appropriate).
- 2.2 The Clearing Member acknowledges that the Clearing House will transmit all Trade Nominations to GME via electronic file, and GME shall be responsible for recording all such Trade Nominations on the PSV System.
- 2.3 No Clearing Member shall revoke or terminate, nor purport to revoke or terminate, such authorisation. Members are not required, and are not able, to send Trade Nominations themselves.

DELIVERY PROCEDURES: SCHEDULE OF FORMS AND REPORTS

3. DELIVERY SPECIFICATION

3.1 Delivery

Deliveries of ICE Endex PSV Natural Gas are effected by the transfer of rights to Natural Gas at the PSV from a Transferor (nominated by the Seller, which may be the Seller itself) to the Clearing House and from the Clearing House (effecting the transfer via its nomination agent, GME) to a Transferee (nominated by the Buyer, which may be the Buyer itself), through the input of Acquiring Trade Nominations and Disposing Trade Nominations into the PSV System by GME (acting as nomination agent for the Clearing House), and following receipt of instructions from the Clearing House. Snam Rete Gas will take those Trade Nominations into account when determining whether any costs or charges arise from the balancing regime.

3.2 Quantity

ICE Endex PSV Natural Gas trades in MWh and is delivered in MWh.

3.3 Price

The price at which the Contract is delivered is the Exchange Delivery Settlement Price (EDSP) for the second Business Day immediately prior to the calendar day on which the Delivery Month for the ICE Endex PSV Natural Gas Futures commences in accordance with the ICE Endex Rules.

3.4 Days and Times

All “timings” or times of day are Central European Time (“CET”) or Central European Summer Time (“CEST”) as applicable.

3.5 Cessation of Trading

ICE Endex PSV Natural Gas Futures cease trading at 18:00 hours on the day, which is two Business Days (as defined in the ICE Endex Rules) prior to the first calendar day of the Delivery Period, in accordance with these Delivery Procedures / the ICE Endex Rules.

3.6 Exchange for Physicals (EFPs) and Exchange for Swaps (EFSs)

For ICE Endex PSV Natural Gas Futures, in accordance with ICE Endex Rules, EFPs and EFSs may be posted up to one hour following the cessation of trading.

4. LIABILITY

4.1 The provisions of this paragraph 4 are without prejudice to the generality, and subject to, the provisions of the Rules relating to liability and apply in addition to the general requirements of these Delivery Procedures.

4.2 The Clearing House is not responsible for, and shall have no liability whatsoever as a result of:

- (a) the performance or non-performance of Snam Rete Gas of its obligations under the Network Code;
- (b) the performance or non-performance of Snam Rete Gas;
- (c) the performance or non-performance of GME of its obligations under the Network Code or
- (d) the performance or non-performance of GME, in its capacity as PSV nomination agent pursuant to AEEGSI Resolution no. 282/2015, as amended from time to time.

DELIVERY PROCEDURES: SCHEDULE OF FORMS AND REPORTS

- 4.3 Neither the Buyer nor the Seller, nor their Transferees or Transferors, shall have any claim against the Clearing House for any loss, cost, damage or expense incurred or suffered as a result of the condition or operation of the PSV System, the Transmission System (including any planned unavailability, interruptions, suspensions or malfunctions) or any part thereof or the performance or non-performance of Snam Rete Gas except as otherwise expressly provided in the ICE Endex Rules.

5. DELIVERY CONTRACT SECURITY

The Clearing House makes the Natural Gas Daily Summary Report available on a daily basis to Clearing Members with delivery positions.

(a) Buyer's Security

Buyer's Security is calculated by reference to the relevant EDSP plus a "Buyer's Default Top-up". The "Buyer's Default Top-up" is an amount calculated against the possibility of costs or charges arising from the balancing regime under the Network Code.

The Clearing House may alter the calculation of Buyer's Security at any time or make adjustments in respect of specific Buyers.

(b) Seller's Security

Seller's Security is calculated against the Seller's Default Price (SDP) for the relevant Delivery Day.

The SDP is calculated by reference to costs and charges arising from the balancing regime under the Network Code, or EDSP.

The Clearing House may alter the calculation of Seller's Security at any time or make adjustments in respect of a specific Seller.

6. DELIVERY TIMETABLE FOR ICE ENDEX PSV NATURAL GAS: ROUTINE

6.1 ICE Endex PSV Natural Gas Futures

	2 Business Days prior to the 1st Delivery Day (M-2)	
Confirmation of Delivery positions – Provisional	By 10:00 CET	The Daily Summary Report identifies Open Contract Positions at the close of business on M-3.
Cessation of Trading	At 18:00 CET	Contract ceases trading.
	By 19:00 CET	EFPs and EFSs may be posted up to one hour following the cessation of trading.

DELIVERY PROCEDURES: SCHEDULE OF FORMS AND REPORTS

Submission of ICE Endex Italian PSV Natural Gas Futures:Delivery Confirmation form	By 19:45 CET	The Seller and Buyer must, for each deliverable Open Contract Position, each send to the Clearing House a signed and completed ICE Endex Italian PSV Natural Gas: Delivery Confirmation Form listing all delivery information for all deliverable Open Contract Positions.
Transferor/Transferee Nomination	By 19:45 CET	A Seller or Buyer who is nominating a Transferor or Transferee in respect of a Contract must ensure that the Clearing House has in its possession a signed ICE Endex Italian PSV Natural Gas: Blanket Transferor Form or ICE Endex Italian PSV Natural Gas: Blanket Transferee Form (as applicable) for each nominated Transferor or Transferee. This Transferor/Transferee form must be signed by the Transferor/Transferee.
	By 19:45 CET	Clearing Members with Open Contract Positions at this time are obliged to make or take delivery.
	By 20:00 CET	MPFE report available to Clearing Members.
ICE Endex Italian PSV Natural Gas Futures Confirmation Report	By 21:00 CET	The Clearing House makes available to the Clearing Members the Confirmation Report listing the deliverable positions in MWh for each Settlement Period for each day of the Delivery Month. Where Clearing Members will have submitted email details for their Transferee/Transferor, this report will also be emailed directly to the Transferee/Transferor. It is the responsibility of the Clearing Member to ensure that each nominated Transferor/Transferee has received a copy of the ICE Endex Italian PSV Natural Gas Futures Confirmation Report.
	M-1	
	By 10:00 CET	The Clearing House makes Daily Summary Report available. The report identifies the positions that are deliverable.
Provision of Buyer's and Seller's Security	By 10:00 CET	Seller and Buyer must provide the Clearing House with Seller's Security and Buyer's Security as appropriate. This is calculated for all deliverable Open Contract Positions at close of business on D-2 (which corresponds to M-2 for the first Delivery Day and M -1 for the second). The Clearing House may make adjustments to provisional Seller's Security or Buyer's Security by making intra-day calls at this time or other times on this day.
	By 10:00 CET	Seller and Buyer must each inform the Clearing House of any details on the ICE Endex Italian PSV Natural Gas Futures Confirmation Report that do not match their submitted ICE Endex Italian PSV Natural Gas Futures Delivery Confirmation Form. Failure to notify the Clearing House by this deadline will constitute acceptance by the Seller and Buyer of their delivery obligations. If necessary, the Clearing House will then make any appropriate amendments to the ICE Endex Italian PSV Natural Gas Futures Confirmation Report and resend it to Clearing Members.

DELIVERY PROCEDURES: SCHEDULE OF FORMS AND REPORTS

Submission of Nominations	By 11:00 CET	The appointed nomination agent will make the nominations to Snam Rete Gas representing the final delivery position held at the Clearing House.
Identification of nomination rejection	Any time after the above	
		<p>Seller (either by themselves or by their Transferor) and Buyer (either by themselves or by their Transferee) must promptly inform the other party and the Clearing House as soon as they become aware that a nomination is incorrectly submitted or there has been a rejection of all or part of a nomination for whatever reason. The Clearing House will take such action as is necessary to rectify the situation</p> <p>The Clearing House may also instruct the Seller or Buyer to take such steps as it considers reasonably necessary to ensure that losses are mitigated. Seller and Buyer must give effect to any and all such instructions.</p>
	Delivery Day (D) (or next Business Day if D is a non-Clearing Day)	
	By 10:00 CET	The Clearing House makes the Daily Summary Report available.
Payment, Seller's Security and Buyer's Default Top Up	D+1	
	By 10:00 CET	<p>Seller's Security for actual delivered amount is released.</p> <p>The Clearing House releases the 'Buyer's Default Top-up' portion of the Buyer's Security on confirmed deliveries.</p> <p>Buyers make contract payment via their Nominated Accounts in respect of deliveries for the preceding delivery day. Buyer's Security is released as part of the payment transaction</p> <p>Seller receives contract value (payment) for confirmed delivered amount in respect of deliveries for the preceding delivery day.</p> <p>N.B. A credit note may be issued at a later date against the failed deliveries.</p>
Invoice and Account Sale Details	One Day following the end of the Invoice Period	
	By 10:00 CET	The Clearing House makes the Invoices and Account Sales available to Seller and Buyer for the Invoice Period.

7. DELIVERY TIMETABLE FOR ICE ENDEX ITALIAN PSV NATURAL GAS: FAILED DELIVERY

7.1 ICE Endex PSV Natural Gas Futures

DELIVERY PROCEDURES: SCHEDULE OF FORMS AND REPORTS

Seller's Security and Buyer's Default Top Up	Delivery Day (D) (or D+1 or D+2 if D is a non-Clearing Day)	
	By 10:00 CET	In the event of a failed delivery, the Clearing House may call additional Seller's Security and/or Buyer's Security.
	D+1	
	By 10:00 CET	In the event of a failed delivery, the Clearing House may call additional Seller's Security and/or Buyer's Security.
	D+2	
Failed Delivery	10 Business Days following the month or week of delivery (M +10)	
	By 10:00 CET	The Clearing House makes the Invoice and Credit Note Report available to Sellers and Buyers for the previous month's failed deliveries.
Payment for Failed Delivery	12 Business Days following the month or week of delivery (M +12)	
	By 10:00 CET	Seller makes payment for previous month's failed deliveries. Buyer makes/receives payment or takes receipt for previous month's failed deliveries.
Release of Seller's and Buyer's Security against Failed Deliveries	13 Business Days following the month or week of delivery (M +13)	
	By 10:00 CET	Seller's Security and Buyer's Security held against failed deliveries is released following confirmation that payment has been made for all failed deliveries for the Delivery Month.

Note: in the event of a failed delivery, the Clearing House may retain Buyer's Security and/or Seller's Security.

Note: the above timetables can be altered without notice at the discretion of the Clearing House.

8. INVOICE AND ACCOUNT SALE CALCULATION

8.1 Invoice and Account Sale

- (a) Previous Month's Deliveries

The Invoice and Account Sale Report gives details of all deliveries made during the Invoice Period.

Confirmed deliveries:

MWh * EDSP, plus any additional costs of the Clearing House as appropriate

Where

DELIVERY PROCEDURES: SCHEDULE OF FORMS AND REPORTS

MWh = the number of Megawatt Hours delivered.

EDSP = The relevant Exchange Delivery Settlement Price for the day of delivery, quoted in Euros per MWh.

Failed Deliveries

MWh * Delivery Failure Cost, plus any additional costs of the Clearing House, as appropriate

Where

MWh = the number of Megawatt Hours delivered.

Delivery Failure Cost = the costs of the Clearing House per MWh incurred from Snam Rete Gas in accordance with the Snam Rete Gas Rules in respect of any failure of a Clearing Member to correctly make a delivery.

8.2 Invoice/Credit Note for Failed Deliveries

The Invoice and Credit Note Report gives details of the proportion of the Clearing House's costs, incurred from Snam Rete Gas, allocated to Clearing Members as a result of Buyer's and Seller's failed deliveries.

Credit Notes are issued to Buyers up to the contract value of the failed delivery, dependent on the value received by the Clearing House from Snam Rete Gas. In the event that the value received by the Clearing House is in excess of the contract value, any such excess will be passed on to ICE Endex.

The Clearing House's costs are allocated *pro rata* to those Clearing Members whose failed deliveries have caused the Clearing House's net costs or charges arising from the balancing regime under the Network Code operated by Snam Rete Gas.

9. DELIVERY DOCUMENTATION SUMMARY

9.1 ICE Endex Italian PSV Natural Gas Futures

Reports produced by the Clearing House are made available to Buyers and Sellers electronically.

Name of Delivery Document	Explanation	Timing
Daily Summary Report	This report summarises on a daily basis the deliverable positions by Transferee/Transferor.	By 10:00 CET Daily
Daily Detail Report	This report provides details of each day's deliveries.	By 10:00 CET Daily
ICE Endex Italian PSV Natural Gas Futures: Blanket Transferee Form	Where applicable, the Buyer must ensure that this form is submitted by the Transferee to the Clearing House. It must be signed by an authorised signatory of the Transferee as confirmation that they will take delivery of Natural Gas on any Delivery Days nominated by the Buyer and referred to on the ICE Endex Italian PSV Natural Gas Daily Futures Delivery Confirmation form.	By 19:45 CET on M-2
ICE Endex Italian PSV Natural	Where applicable, the Seller must ensure that	By 19:45 CET

DELIVERY PROCEDURES: SCHEDULE OF FORMS AND REPORTS

Name of Delivery Document	Explanation	Timing
Gas Futures: Blanket Transferor Form	this form is submitted by the Transferor. It must be signed by an authorised signatory of the Transferor as confirmation that they will make delivery of Natural Gas on any Delivery Days nominated by the Buyer and referred to on the ICE Endex Italian PSV Natural Gas Daily Futures Delivery Confirmation form.	on M-2
ICE Endex Italian PSV Natural Gas Futures Delivery Confirmation Form	This form must be completed in full for all Contracts subject to delivery. It contains details of the Clearing Member mnemonic; Clearing Member account; Delivery Day or series of Delivery Days as specified in the first and last Delivery Day boxes; unique reference code for the instruction (free format maximum 10 characters); whether the instruction is a new instruction (N), an update to an existing instruction (U), a deletion of one previously submitted (D) or an unaltered existing instruction (E); number of lots long; number of lots short; and name of the nominated Transferee or Transferor.	By 19:45 CET on M-2
ICE Endex Italian PSV Natural Gas Futures Futures Confirmation Report	When available, Buyers and Sellers must promptly provide a copy of this report to the relevant Transferor(s) and Transferee(s). It is a Transferor/Transferee order and informs Buyers and Sellers of Clearing Member mnemonic; Transferee/Transferor; Delivery Day or series of Delivery Days as defined in paragraph 1 of these delivery procedures from first Delivery Day to last Delivery Day; lots to be delivered; and a statement that if the Transferor/Transferee fails to notify the Clearing House by the necessary deadline as specified in these Delivery Procedures, then the delivery obligation is irrevocably accepted and the Clearing House will submit the Trade Nomination(s) to Snam Rete Gas based on the Net Hourly Position of the Clearing Member, by the relevant deadline.	By 21:00 CET on M-2
ICE Endex Italian PSV Natural Gas Futures Invoice and Account Sale	The reports give Buyers and Sellers details of: Clearing Member mnemonic; Clearing Member account; contract; Delivery Month; contracted MWh; actual delivered (matched) MWh; price in Euros per MWh; value of Natural Gas.	By 10:00 CET on the day following the Invoice Period
Invoice Report and Credit Note Report: Failed Deliveries	The report gives Buyers and Sellers with failed deliveries during the previous Delivery Month details of Clearing Member mnemonic; Clearing Member account; contract; Delivery Month; Delivery Day; amount of failed delivery long (MWh); amount of failed delivery short (MWh); and total costs charged to the Clearing Member	M+10 at 10:00 CET.

DELIVERY PROCEDURES: SCHEDULE OF FORMS AND REPORTS

Name of Delivery Document	Explanation	Timing
	as a result of failed delivery/deliveries.	