

TRANSLATION (Only the Italian version is authentic)

**CONCESSION CONTRACT FOR THE PUBLIC SERVICE OF MARITIME
TRANSPORT OF PASSENGERS, VEHICLES AND GOODS BETWEEN
NAPLES, CAGLIARI AND PALERMO AND VICE VERSA**

CIG 8648427BB9 CUP D69J21000210001

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

BETWEEN

the MINISTRY OF INFRASTRUCTURE AND SUSTAINABLE MOBILITY - General Office for Supervision of the Port Authority System, Maritime Transport and Internal Waterways, with registered office in Rome, via dell'Arte, 16, VAT and Tax ID no. 97532760580 (hereafter, "**Awarding Entity**" or "**Ministry**"), in the person of Maria Teresa DI MATTEO, who participates in this contract as the GENERAL MANAGER;

AND

Emanuele Grimaldi, born in Naples on 18/07/1956, residing in Naples, via Tasso 430 tax Code GRMMNL56L18F839C, as the Chairman of the Board of Directors and legal representative of the navigation company GRIMALDI EUROMED S.P.A. with registered office in Palermo, via Emerico Amari, no. 8 tax code 00278730825 and VAT no. IT00278730825, share capital € 120,000,000.00, registered with the Palermo Companies Register under no. 00278730825, also serving as the concessionaire company individually (hereafter, "**Concessionaire**", or "**Navigation Company**", abbreviated as "**NC**"); (hereafter, jointly, "**the Parties**");

WHEREAS

1. The Awarding Entity has carried out specific market research pursuant to point 4, Measure 2 of the Resolution issued by the Transport Regulation Authority (hereafter, "**ART**"), no. 22/2019;
2. After these controls, the report pursuant to point 9, Measure 2 of the cited ART

Resolution 22/2019, sent to the Authority with a note on 9 December 2020, indicated, in relation to the line considered, the existence of conditions suggesting that the requirements of public service could be the subject of a tender procedure which included the best standards of efficiency, quality, technology and environmental sustainability;

3. with Opinion 1/2021, ART, at its meeting on 8 January 2021 (opinion issued to the Ministry of Infrastructure and Transport pursuant to Measure 2, point 10 of ART Resolution 22 of 13 March 2019, regarding the compliance of the market research procedure relative to maritime connections with Sardinia, Sicily and the Tremiti islands to guarantee territorial continuity), certified the compliance of the procedure followed by the Awarding Entity to research the market pursuant to the measures contained in Resolution 22/2019;
4. therefore, the Awarding Entity decided to assign adequate, regular and continuous maritime public transport services to ensure maritime territorial continuity for passengers, vehicles and goods between Naples, Cagliari and Palermo and vice versa;
5. the tender procedure to award the concession for the public service of maritime transport of passengers, vehicles and goods between Naples, Cagliari and Palermo and vice versa was initiated by Agenzia nazionale per l'attrazione degli investimenti e lo sviluppo d'impresa S.p.A. (hereafter, also "**Invitalia**"), which, pursuant to articles 37, paragraph 7 and 38, paragraph 1 of Legislative Decree 50/2016, as amended, (hereafter, the "**Contracts Code**" or simply the "**Code**"), operates as the Central Purchasing Body in the context of the activities envisaged in the Convention of 4 February 2020 signed by the participating Entity and Invitalia;
6. this contract is covered by the resources identified in chapter 1960 of the spending forecast status for the Ministry of Infrastructure and Sustainable Mobility, based on ordinary budget allocations;
7. the Awarding Entity, with decision no. 32/Reg. Decrees of 25 February 2021 appointed, pursuant to article 31 of the Code, Francesca AIELLI as the Sole Manager of the Contract Procedure, as defined herein;
8. with Contract Decision 32/Reg. Decrees of 25 February 2021, the decision was made to award the Contract through an open tender procedure, carried out pursuant to

and in accordance with:

- a) Regulation (EEC) 3577/92 of the Council, applying the principle of the freedom to provide services to maritime transport within the EU (maritime cabotage);
 - b) Regulation (EU) 1177/2010 of the European Parliament and Council of 24 November 2010, concerning the rights of passengers when travelling by sea and inland waterway and amending Regulation (EC) 2006/2004;
 - c) Italian Legislative Decree 129 of 29 July 2015, containing “*Sanction regulations for violations of the provisions of Regulation (EU) 1177/2010, amending Regulation (EC) 2006/2004, concerning the rights of passengers when travelling by sea and inland waterway*”;
 - d) the “*Regulation Act containing regulatory measures to define tenders to assign maritime transport services for passengers between and to and from the islands, and conventions to insert in the specifications of those tenders, pursuant to article 37, paragraph 2, letter f) of Italian Decree Law 201 of 6 December 2011, converted, with amendments, by Law 214 of 22 December 2011, as amended*” (hereafter, “**Regulation Act**”) pursuant to Annex A to Resolution 22/2019 of 13 March 2019 issued by the Transport Regulation Authority and the regulations referenced therein;
 - e) the Regulation Act containing “*Minimum quality conditions for maritime passenger transport services, national and local, involving public service charges, pursuant to article 37, paragraph 2, letter d) of Italian Decree Law 201 of 6 December 2011, converted, with amendments by Law 214 of 22 December 2011*”, pursuant to Annex A to ART Resolution 96/2018 of 4 October 2018 and the regulations referenced therein;
 - f) articles 60 and 164 and subsequent of the Contracts Code, to be awarded on the basis of the criteria of the most economically advantageous offer identified on the basis of the best quality/price ratio;
9. the tender procedure was begun through publication of the Call for Tender (hereafter, the “**Call**”) in the Official Journal of the European Union series S, no. 102 of 3 March 2021 and the Official Journal of the Italian Republic, 5th Special Series, no. 25 of 3 March 2021, as well as in 4 daily newspapers, 2 of which with national circulation;
 10. by the deadline indicated in the Call, 1 (one) offer was received;
 11. upon completion of the aforementioned tender procedure, the sole applicant was

- identified as the being first in the classification for the tender;
12. with provision no. RSA2048 of 28 May 2021, Invitalia:
 - approved the tender award proposal, pursuant to article 33, paragraph 1 of the Code, relative to the individual economic operator GRIMALDI EUROMED SPA;
 - awarded the concession entrusting the “*Public service of maritime transport of passengers, vehicles and goods between Naples, Cagliari and Palermo and vice versa with public service requirements for maritime territorial continuity*” - CIG: 8648427BB9 CUP: D69J21000210001 to the individual economic operator **GRIMALDI EUROMED SPA**;
 - determined that checks should continue to verify the possession by **GRIMALDI EUROMED S.P.A.** of the requirements prescribed under the law and in specialised law for the purposes of participating in the tender procedure;
 13. with notes no. 0015422 of 28 May 2021 and no. 0015532 of 31 May 2021, signed for acceptance, the Awarding Entity informed GRIMALDI EUROMED SPA:
 - a) that the concession which is the subject of this contract had been awarded to it;
 - b) of the intention to make use, for reasons of public interest, the provision pursuant to article 8, paragraph 1 of Decree Law 76 of 16 July 2020, converted to Law 120 of 11 September 2020, and, as an effect, begin execution of the contract in advance as of 1 June 2021;
 14. that the Parties have agreed of common accord to insert in this contract the express termination clause to be activated in the case of a negative result with regards to the checks initiated pursuant to articles 80 and 83 of the Code;
 15. the Awarding Entity, in consideration of the limited amount of time, intends to make use of, for the purposes of the checks, certifications and data already in its possession acquired the past April in the context of another procedure and still valid and, in particular, of the anti-Mafia certification, court records of the interested entities, Chamber of Commerce certification of the financial statements and Revenue Agency certification;
 16. that the Parties have agreed of common accord to insert in this contract the express termination clause to be activated in the case the definitive guarantee is not presented,

within 10 days after stipulation of this deed, in accordance with that established in the tender regulations and in article 103 of the Code, as well as the insurance policy covering civil liability for injury or damages caused to persons and/or goods of the Concessionaire itself, the Awarding Entity or third parties (including employees of the Concessionaire and/or subcontractor and/or sub-supplier or the Awarding Entity), in executing of the Contract;

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

with this contract, the Awarding Entity therefore intends to award the tender to GRIMALDI EUROMED S.P.A., entrusting it with the public service of maritime transport of passengers, vehicles and goods between Naples, Cagliari and Palermo and vice versa, based on that established in Contract Decision no. 32/Reg. Decrees of 25 February 2021.

ALL THAT BEING ESTABLISHED

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

Article 1 - (Introductory clauses and annexes)

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

- a) the Call, Tender Regulations and relative annexes;
- b) the Technical Specifications and relative annexes;
- c) the Concessionaire's EUPD (European Single Procurement Document [DGUE in Italian]);
- d) the Offer, as defined herein;

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

1. Annex **A** - "*Operating Schedule*";

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

The above documents are understood to be an integral and substantial part of this contract, even if not physically annexed to the same, as they have been filed with the Awarding Entity. In any case, the documents in the above list are annexed to this contract, newly signed digitally by the Concessionaire and by the Awarding Entity, solely for the purposes of stipulating this contract. The clauses of this contract are to be understood as automatically supplemented (if lacking) or withdrawn (in the case of conflict) with respect to that established in the regulations and regulatory deeds indicated in the introductory clauses, in particular the Regulation Acts approved with ART Resolutions 96/2018 and 22/2019.

Article 2 - (Definitions)

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

- Concessionaire: the economic operator awarded the public service concession which is the subject of the Contract;
- Concession: the concession deriving from this contract, specifically the entrusting of the public service of maritime transport of passengers, vehicles and goods with public service requirements (PSR) to guarantee territorial continuity between Naples, Cagliari and Palermo and vice versa and all the services pursuant to the Technical Specifications and relative annexes, as defined herein;
- Call: indicates the Call for Tenders to award the Contract, published in accordance

- with the Contracts Code and Italian Presidential Decree 207/2010, as defined herein;
- Technical Specifications: the document containing technical, descriptive and performance details, including the annexes to the same;
 - Contracts Code: Italian Legislative Decree 50 of 18 April 2016, containing the “Public Contracts Code”;
 - Privacy Code: refers to Regulation (EU) 2016/679 of the European Parliament and Council, of 27 April 2016, regarding the protection of natural persons as regards the processing of personal data, as well as the free circulation of such data and abrogating directive 95/46/EC and Italian Legislative Decree 196 of 30 June 2003;
 - Contract: this contract and the annexes to it;
 - Contractual Documents: refers to the documents annexed to the Contract;
 - DEC: refers to the Contract Execution Director, pursuant to article 101 of the Contracts Code, appointed by the Awarding Entity;
 - DURC: refers to the document establishing compliance with social security contributions (Documento Unico di Regolarità Contributiva) pursuant to the Ministerial Decree of 30 January 2015;
 - DUVRI: refers to the interference risk assessment document (Documento di Valutazione dei Rischi da Interferenze) prepared under the responsibility of the Awarding Entity, pursuant to article 26, paragraph 3 of Italian Legislative Decree 81 of 9 April 2008;
 - Financial Intermediary: refers to Poste Italiane S.p.A. or a bank;
 - Financial Monitoring: refers to activities to monitor financial movements as prescribed under article 3 of Italian Law 136 of 13 August 2010;
 - Offer: refers to all the deeds and documents presented by the Concessionaire during the tender process, on the basis of which the contract was awarded;
 - Parties: refers to the Awarding Entity and the Concessionaire;
 - Services: refers to all of the activities, both individually and as a whole, which are the subject of the contract indicated in the contract and better detailed in the Technical Specifications;
 - SCM: refers to the Awarding Entity’s Sole Contract Manager;
 - Awarding Entity: this is the Ministry of Infrastructure and Sustainable Mobility -

General Office for Supervision of the Port Authority System, Maritime Transport and Internal Waterways;

- Comprehensive Workplace Health and Safety Law: Italian Legislative Decree 81 of 9 April 2008;
- Omitted route: route not carried out;
- Leg or line: connection between ports characterised by the ports reached and the sequence in which the ports are reached;
- Person with a disability or person with reduced mobility (PRM): any person whose mobility with regards to the use of transport is reduced due to any physical disability (sensory or locomotive, permanent or temporary), mental disability or handicap, or any other cause of disability, or due to age, and whose condition requires adequate attention and an adjustment of the service provided to all passengers to meet the specific requirements of the person in question;
- Cancellation: non-execution of a service originally planned and relative to which at least one seat had been booked;
- Delay: the difference in time between the departure or arrival time expected by the passenger based on the published schedule and the actual time of departure or arrival;
- Force majeure or causes external to the navigation company: extraordinary and unforeseeable occurrences that impede the regular execution of the contract and, also, renders ineffective any action taken by the committed party to eliminate it. This includes but is not limited to, weather and sea conditions, suspensions or changes ordered by public authorities for reasons of order and safety which make execution of the service impossible or prohibited, uprisings, assassination attempts, natural disasters and wars, provided these events are such as to impede the execution of the service involved in the Concession.

Article 3 - (Contract subject and aims)

This contract governs the exercising of the public service of maritime transport providing territorial continuity for passengers, vehicles and goods between Naples, Cagliari and Palermo and vice versa, with public service requirements (PSR) as listed below and better

identified in Annex **A**, which contains the “*Operating Schedule*”, which constitutes an integral and substantial part of the same. This includes all activities associated with and instrumental to the execution of the public transport service as above.

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

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

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

The public transport services must be provided with the technical features and executed with the method better described in the Technical Specifications, and with any superior conditions contained in the Offer presented by the Concessionaire.

The execution of the public transport service which is the subject of the contract by unsuitable entities will lead to termination of the contract pursuant to article 1456 of the Italian Civil Code.

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

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

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

and its Offer.

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

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

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

Ten (10) days after receiving it from the Awarding Entity, the Concessionaire must return the DUVRI to the Awarding Entity, signed to indicate its acceptance or supplemented if deemed necessary by the same.

Article 4 - (Service characteristics - Ships - Price Plan - Ticket management during handover from the previous manager)

Service characteristics: that established in the Technical Specifications is referenced expressly and in its entirety as well as that established in the Technical Offer presented by the Concessionaire during the tender process. The Navigation Company must carry out the maritime connections in compliance with the “**Operating Schedule**”, pursuant to Annex A.

Ships: the Navigation Company must use, to provide the services involved in this contract, ships with characteristics in compliance with the constraints established in the Technical Specifications, as supplemented by its own technical offer, if applicable. Without prejudice to compliance with the constraints in the Technical Specifications, any definitive changes in

the ships used must be communicated in advance with respect to the change to receive prior authorisation from the Awarding Entity.

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

Price Plan: the maximum prices which can be charged to customers for the service involved in this contract are found in the Technical Specifications and in Annex **G “Price Plan”**, as supplemented or amended based on a superior offer made during the tender procedure (*if applicable*). The relative values refer to the total final cost of the ticket for customers, net of value added taxes and port duties and shall be updated based on the scheduled inflation rate, as established in the Economy and Finance Document (EFD), in accordance with the methods and schedules found in Annex **M** to this Contract.

The Navigation Company undertakes to apply prices which do not exceed those established beforehand.

Ticket management during handover from the previous manager: during the handover from the previous manager, the Concessionaire undertakes to cooperate, negotiate and govern with the previous manager, under the supervision of the Awarding Entity, the conditions which ensure the validity of tickets issued by the outgoing manager, method to replace the same and any compensation for customers to the extent possible and to protect customers. Similarly, the Navigation Company undertakes to cooperate, during the handover, with a new service manager, ensuring fair cooperation, so as to guarantee, through agreements between the parties, under the supervision of the Awarding Entity, the validity of any tickets issued and not utilised as of the date this contract expires.

Article 5 - (Duration of Contract efficacy and of the obligations involved in the Concession)

This contract is effective for the Concessionaire as of stipulation, while it becomes effective for the Awarding Entity only after it has been registered by the control bodies and will cease

to produce effects upon the full and regular execution of the services awarded, after the SCM issues a certificate indicating the services have been completed.

The obligations involved in the Concession have a duration of 60 months, starting from the date on which execution begins, as formally communicated by the SCM.

15 days after the execution of the contract begins, if the Concessionaire has not begun the services with no legitimate reason, the Awarding Entity shall have the right to terminate this contract and award the service to another operator, without the Navigation Company having any right to claim anything.

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

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

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

The parties agree that the efficacy of this contract is subordinate to the successful completion of the verifications pursuant to articles 80 and 83 of the Contracts Code and that the verifications have a negative result, this would lead to activation of the express termination clause of the contract.

Article 6 - (Public service requirements - Service interruptions or suspensions due to exceptional causes or strikes - Public information)

Pursuant to article 4 of Reg. 3577/92, the public service requirements imposed by this contract refer to requirements pertaining to ports which must be served, the regularity,

continuity, frequency, ability to provide the service and the required prices.

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

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

Service interruptions or suspensions are allowed:

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

The omission of routes must be duly justified to the Ministry by the NC, on the first business day after that on which the event occurred. Within two weeks of this communication, the Ministry has the right to request additional information, begin any ascertainties it deems necessary and dispute classification of the event as extraordinary. The Ministry shall make all appropriate ascertainties to assess whether the event was effectively pertinent and prevented execution of the service. If the service is not executed and/or routes are cancelled for reasons other than those indicated above, this will lead to a reduction in the fee and/or application of penalties in accordance with that established in article 16.

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

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

Public information: the Navigation Company must guarantee the publication and dissemination of all the information pursuant to Chapter II of Annex A to ART Resolution 96/2018, using the methods established therein, as well as promptly informing the Ministry

and interested regional entities. Non-compliance with the disclosure requirements pursuant to this article shall lead to the application of a penalty based on that established in article 16 of this contract.

Article 7 - (Quality Policy - Services Charter - Service Disruption Requirements - PRM Requirements)

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

- a) regularity of service and punctuality;
- b) user information and transparency
- c) commercial accessibility;
- d) ship cleanliness and comfort;
- e) public accessibility of ships and infrastructure (in particular for PRM)

Annex **E**, pursuant to Measure 2 of Annex A to ART Resolution ART 96/2018, defines the minimum quality levels required from the Navigation Company, the methods used to monitor and verify compliance with the same by the Awarding Entity, the system of penalties applicable in the case of non-compliance with the minimum levels and the mechanism for awarding bonuses in the case of quality improvements. Services Charter: the Navigation Company has prepared its Services Charter and the general transport conditions on the basis of the “General Reference Structure for preparing Services Charters for the public transport sector”, as established in Italian Presidential Decree 30/12/1998, as amended, to the extent compatible with the specific aspects of maritime services and in compliance with that established under article 2, paragraph 461 of Italian Law 244 of 24/12/2007.

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

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

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

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

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

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

The content of this article is an integral part of the General Transport Conditions for services for passengers and goods and of the Services Charter, pursuant to Annex **H** to this Contract. Reference is made to that established in Regulation EU (1177/2010), which amends regulation (EC) 2006/2004 concerning the rights of passengers when travelling by sea and inland waterway and to Italian Legislative Decree 129 of 29 July 2015 “Sanction regulations for violations of the provisions of Regulation EU (1177/2010 EC), as amended, amending regulation (EC) 2006/2004 concerning the rights of passengers when travelling by sea and inland waterway”.

PRM requirements: ships must be equipped in a manner that guarantees full integration of all passenger services for PRM, as well as the ability to easily embark and disembark, safely and, if possible, independently. Hence, at least one passenger deck must be accessible to PRM, if possible independently. This must include an embarkation/disembarkation area, an area for the consumption of beverages and snacks, an area for repose and a wheelchair accessible public bathroom. If the deck in question is not located on the same level as the deck for embarkation of vehicles or if the above cited on-board services are located on different decks, the ship must also have, at the least, appropriate lifting equipment certified by the relevant entities, which ensures persons with reduce mobility safe access on board the ship. The on board equipment for PRM when accessing the ship and while on board must comply with the technical principles and regulations on the subject (Italian Legislative Decree 45/2000, as amended, the PRM Guidelines issued with the General Office for Navigation, Maritime Transport and Internal Waterways Circular no. 10/SM, file 151 of 04/01/07, as amended; Reg. EU 1177/2010).

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

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

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

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

On board the ships, the Navigation Company shall provide to persons with disabilities or with reduced mobility the assistance pursuant to the cited Annex **I**, at a minimum.

In addition to the above, the Navigation Company is required to cooperate with port management entities to provide specific assistance to persons with disabilities or reduced mobility, as follows:

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

- d) assistance is provided on the condition that the person with a disability or reduced mobility presents themselves at the designated location at least 30 (thirty) minutes prior to the published departure time;
- e) if a person with a disability or reduced mobility requires a service animal, this animal is hosted on the condition that notification is provided to the Navigation Company, also through its sales network, in compliance with the applicable norms regarding the transport of recognised service animals on board passenger ships.

Additionally, the Navigation Company:

- a. ensures its personnel has adequate knowledge to satisfy the needs of persons with disabilities or reduce mobility, providing training focussed on assistance and awareness of disabilities, as described in Annex I;
- b. ensures that all new employees receive training on disabilities and that all personnel takes part in courses providing updates on the subject at opportune times.

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

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

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

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

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

Article 8 - (Reimbursement fee, payment and invoicing methods)

The Navigation Company is due a fee to reimburse it for the costs associated with taking on the public service requirements, net of revenues calculated in accordance with Measure 8 of Annex A to ART Resolution 22/2019 and on the basis of the lower offer presented during the tender procedure, equal to € **27,459,424.70**, after VAT.

The Navigation Company is also granted ownership of the revenues deriving from the sale of tickets.

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

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

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

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

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

Payment of the fee will be done through bank transfer to the current account indicated below, held by the Concessionaire and dedicated, non-exclusively, pursuant to article 3 of Italian Law 136/2010.

[REDACTED]

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

[REDACTED]

Payments will be made after invoices have been issued by GRIMALDI EUROMED SPA in digital format using the Interscambio System (SdI) of the Tax Revenue Agency, using the Unique Office Code IPA [REDACTED]

Digital invoices must:

- be addressed to the Ministero delle infrastrutture e della mobilità sostenibili – Direzione generale per la vigilanza sulle Autorità di sistema portuale, il trasporto marittimo e per vie d'acqua interne (Ministry of Infrastructure and Sustainable Mobility - General Office for Supervision of the Port Authority System, Maritime Transport and Internal Waterways);
- include the CIG, CUP and order number indicated by the Awarding Entity.

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

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

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

Each invoice, without prejudice to the withholding of 0.5% (zero point five percent) of the net amount due, pursuant to article 30, paragraph 5-bis, of Italian Legislative Decree 50/2016, will show only the amount truncated to the first two decimal points without any rounding. The amount withheld will be paid by the Awarding Entity only upon conclusion of the contract, after ascertaining the regularity of the service provided and after receiving the DURC. The withholding of 0.5% (zero point five percent) must be calculated and applied with regards to the taxable amount in the case of services invoices.

It is expressly understood that in no case, including in the case of delays in the payment of the fees due, may the Navigation Company suspend execution of the activities and services envisaged in the Contract and in the tender documents. If the Navigation Company is found to be in breach of this requirement, the contract can be terminated pursuant to article 1456 of the Italian Civil Code through a simple and unilateral declaration made by the Awarding Entity.

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

Article 9 - (Prohibition on Concessionaire modifications and Awarding Entity variants)

The Concessionaire cannot introduce any variation or amendment to that established in the Contract if not authorised in advance by the Awarding Entity; if made without prior authorisation, variations or amendments will not give the Concessionaire the right to payments or reimbursements. The Awarding Entity may request variants to the contract pursuant to article 175 of the Contracts Code. By signing the Contract, the Concessionaire accepts it will execute, without additional payment, all the non-substantial variations deemed expedient by the Awarding Entity, providing they do not substantially change the nature of the activities which are the subject of the contract and do not cause the executor to incur greater expenses. During the period the contract is effective, changes to the same can be implemented under the cases, conditions and with the methods established in this deed, in compliance with that established in article 175 of the Contracts Code.

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

Article 10 - (Concessionaire responsibilities relative to contributions, social security and insurance)

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

collective labour agreements.

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

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

The Concessionaire undertakes the requirement to fully comply with all the obligations deriving from the law with regards to regular hiring, to insurance requirements relative to workplace injuries and for social security and assistance for employees. The Concessionaire undertakes to comply with and ensure its personnel complies with all injury prevention and workplace hygiene regulations in effect and/or in any case required by the nature of the work. The Concessionaire also undertakes the obligation to effect the necessary inspections of working areas in order to execute that assigned properly and in full and absolute compliance with the current regulations on prevention of workplace injuries and workplace hygiene and with specific corporate rules. The Concessionaire undertakes to ensure constant supervision during the course of execution, appointing and assigning a trustworthy person to manage services relative to the specific activities also to ensure that the work of its employees and collaborators is done under conditions of absolute safety, any interference by the Awarding Entity being excluded, which in any case and therefore remains released from all liability and must in any case be indemnified by the Concessionaire. All expenses deriving to the Concessionaire for observance with the requirements indicated, as well as all expenses in general, none excluded, which could in any case derive to the Concessionaire for the autonomous organisation of all the means necessary, technical and administrative, to carry out the service which is the subject of this contract, are understood to be included in the contract fee.

In any case, the Awarding Entity reserves all and any rights to ascertain, at any time and with the methods it deems most expedient, including the ex officio acquisition of the DURC, full

compliance by the Concessionaire with the obligations outlined in this article.

From all of its employees and collaborators involved in the execution of the subject of this contract, the Concessionaire must obtain a written commitment to respect confidentiality with regards to all the information they become aware of due to execution of the contract, undertaking to not communicate it to third parties, nor to use, for their own profit or for that of third parties, documents and information which have not been made public, also after they cease to be responsible for the activities which are the subject of the contract. If requested, a copy of this commitment is provided to the interested entities. In the case of violation of the obligations pursuant to this article, the Awarding Entity shall have the right to withdraw from this contract pursuant to article 109 of the Contracts Code.

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

Before it begins to execute the Contract Services or by the deadline established by the Awarding Entity, the Concessionaire must deliver the DUVRI to the Awarding Entity, signed to indicate acceptance, or supplemented if deemed necessary by the same. In the case of non-compliance with social security payments indicated in the DURC with regards to Concessionaire employees utilised to execute the Contract, the Awarding entity shall withhold from the payment order the amount corresponding to the non-compliance in the subsequent direct payment for the social security and insurance entities.

In the case of a delay in the payment of wages due to Concessionaire employees or collaborators, utilised to execute the contract, the SCM will invite in writing the non-compliant party and in any case the Concessionaire to see to it within the next fifteen days. If the grounds for the request have not been formally disputed and justified by the deadline assigned above, the Awarding Entity shall pay the back wages directly to the workers, deducting the relative amount from the sums due pursuant to article 30, paragraph 6 of the Contracts Code.

Article 11 - (Social clause)

In order to promote stable employment, in the case of a handover to a new Concessionaire, the administrative personnel and those pursuant to article 115 of the Navigation Code approved with Royal Decree 327 of 30 March 1942, as amended, employed by the outgoing manager and already assigned to operating the line in prevalence, with the exclusion of executive level or similar personnel, within the limits of that allowed under European regulations, are transferred without any interruption to the new navigation company taking over, in compliance with articles 323 and subsequent of the Code. This transfer is effective within the limits of the personnel called for in the crewing tables and those, on the ground and embarked, called for in the operating tables proportional to the number of passengers, to guarantee the on board provision of restaurant, hotel and hospitality services. Application of the national collective labour contract (CCNL) for the sector is guarantee for transferred personnel, pursuant to article 51 of Italian Legislative Decree 81 of 15 June 2015.

Article 12 - (Liability)

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

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

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

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

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

Further, the Concessionaire undertakes liability for damages caused to the Awarding Entity or third parties attributable to management or maintenance flaws, guaranteeing that actions will be carried out with the best existing technology and techniques. The Concessionaire shall directly respond and relieve the Awarding Entity from any responsibility or charge of any nature deriving from violation by the Concessionaire and/or its subsuppliers of laws, decrees, regulations, technical regulations, orders issued by local authorities or entities connected to or, in any case, deriving from execution of this Contract.

Article 13 - (Guarantees and Insurance)

To guarantee proper execution of the services, the Concessionaire shall produce, by the deadline of 10 (ten) days after the date of this deed, a definitive guarantee, pursuant to article 103 of the Contracts Code, compliant with the policy scheme pursuant to the Ministry of Economic Development Decree 31 of 19 January 2018, containing “Regulation to adopt typical contract schemes for surety guarantees established under articles 103, paragraph 9 and 104, paragraph 9 of Italian Legislative Decree 50 of 18 April 2016”, through a surety redeemable upon first request, with renunciation of preventive enforcement by the Contracting Entity pursuant to articles 1944, 1945 and 1957 of the Italian Civil Code, to be progressively reduced as execution of the contract progresses.

The residual amount of the surety will be released on the day the certificate of regular execution is issued.

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

By the deadline of 10 (ten) days after the date of this deed, the Concessionaire shall produce an insurance policy covering civil liability for injury or damages caused by itself to persons

and/or goods of the Concessionaire itself, the Awarding Entity, the Pilot Administration or third parties (including employees of the Concessionaire and/or its subcontractors and/or subsuppliers or the Pilot Administration or third parties), in execution of the services which are the subject of the Contract.

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

Article 14 - (Contract execution controls and supervision)

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

Therefore, the Concessionaire undertakes to provide the most extensive cooperation to allow execution of these checks and controls by the Awarding Entity, which to that end has free access to the ships as well as to the ticket offices and offices of the navigation company utilised to execute the service, as well as to documents involving the data and communications envisaged in this contract.

If, following the controls, breaches or aspects of non-compliance with the contractual provisions are identified, without prejudice to that established relative to penalties, termination of the Contract and compensation for any greater damages, the Concessionaire must eliminate the issues identified, entirely at its own expense, by the deadline indicated by the Awarding Entity for said purpose.

The checks and controls carried out by the Awarding Entity, even if successfully completed, do not release the Concessionaire from its obligations and responsibilities pursuant to this Contract.

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

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

under the terms indicated in the Technical Specifications.

Article 15 - (Subcontracting)

At the time of the offer, the Concessionaire declared its intention to make use of subcontracts for the following activities: port terminal services; catering services; on board shop management; video games; lifeboat inspection; on board HW/SW maintenance; AMOSBS&MAIL maintenance; block fee; laundry; environmental surveys and risk assessment; HACCP plan monitoring.

Article 16 - (Penalties)

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

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

- a) a reduction of 10% (ten percent) of the net contract fee per individual crossing (or the per mile unit cost multiplied by the miles lacking) when a number of miles inferior to those envisaged in this Contract are travelled, in cases due to adverse weather conditions that do not allow navigation under fully safe conditions, or due to other proven cases of force majeure;
- b) a penalty equal to 1.5 (one point five) times the net contract fee per individual crossing when the crossing is cancelled due to malfunctions and/or other technical reasons attributable to the navigation company;
- c) a reduction of 5% (five percent) of the net contract fee per individual crossing when there is a delay greater than or equal to 60 minutes for the crossing with respect to the scheduled arrival time, for reasons attributable to the navigation company;

- d) a penalty from € 5,000.00 to € 500,000.00 based on the gravity of the case for the use of ships which do not meet the established requirements and in the case of non-compliance with provisions issued by the Ministry relative to execution of service requirements;
- e) a penalty from € 5,000.00 to € 500,000.00 based on the gravity of the case and level of repetition, for each violation of the requirement to collaborate and/or provide information and documents to the Awarding Entity or the new manager in the context of a (new and subsequent) tender procedure for the service and/or handover to the new manager;
- f) a penalty of € 30,000 for every 24 hours of delay in case of violations of the requirement to make a replacement ship available within 48 hours (or a lower period of time as offered during the tender procedure) following a malfunction or force majeure event.

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

In the case of breach of contract, the Awarding Entity sends a notification of breach via Certified email within thirty days of the date on which the breach was ascertained. Within twenty days of receiving this notification, the Navigation Company can produce its counter-findings. Within twenty days of receiving the counter-findings as above, if the Awarding Entity does not deem them valid or does not share them, and in any case within seventy days of the date on which the breach notification was sent, it shall apply the penalty due.

Without prejudice to cases inherent to specific penalties, in all cases of delayed compliance or non-compliance, ascertained by the SCM or CDE with respect to the obligations undertaken with this Contract and/or the schedules and methods for executing a service based on the provisions and/or service orders, the Awarding Entity shall apply a penalty between 0.3‰ and 1‰ of the net contract amount.

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

Article 17 - (Execution in breach)

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

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

Pursuant to article 103, paragraph 2 of the Contracts Code, the Awarding Entity may make use of the definitive guarantee to obtain compensation for any greater expenses incurred to continue the service (execution in breach), within the limits of the maximum guaranteed amount.

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

Article 18 - (Regulatory accounting requirements and separate accounting – Monitoring of contract performance – Economic management monitoring – Verification of economic/financial balance)

18.1 Regulatory accounting requirements and separate accounting: the Navigation Company must comply with that established under Measure 4 of Annex A to ART Resolution 22/2019. In particular, the Navigation Company shall adopt the regulatory accounting standards (income statements, balance sheets and technical data) pursuant to Schedule 6 in Attachment 1 to Annex A to ART Resolution 22/2019 and allocate economic and equity components

based on the criteria defined in Measure 4 of the cited Regulation Act, consistent with the annual financial statements.

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

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

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

Each year, within 60 days of its approval, the Navigation Company must send a copy of its financial statements, in compliance with the law.

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

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

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

18.3 Verification of economic/financial balance for the concession assigned: at the end of each regulatory period, pursuant to Measure 18 of the Regulation Act pursuant to Annex A

to ART Resolution 22/2019, the Awarding Entity shall verify the economic/financial balance of the concession assigned and the variations established under point 4 of the cited Measure 18.

To that end, the 60 month period of validity for the Contract is divided into 2 regulatory periods, the first for years 2021-2022 and the second for the years 2023-2026, the latter within the limits of the division necessary to complete the duration of 60 months from the time the contract was awarded, starting from when it takes effect.

For the purposes of carrying out the verification pursuant to the above point, the Awarding Entity will establish an appropriate deadline for the Navigation Company to prepare an updated EFP based on the structures contained in Schedule 3 in Annex 1 to the aforementioned Regulation Act, and based on the schedule and details established in Annex M to this Contract, which allows for comparison with the values contained in the previous EFP to identify any excessive or insufficient amounts.

Article 19 - (Termination and express termination clause)

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

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

- a) non-compliance with the instructions of the SCM or CED with regards to execution times or when non-compliance with injunctions or cease and desist orders is ascertained, within the terms imposed by the same provisions;
- b) non-compliance with the obligations established in the social clause during execution of the Contract;
- c) manifest inability to execute the services or unsuitability, even if only legal, with respect to the requirements for awarding of the contract;
- d) arbitrary abandonment or suspension of all or part of the services which are the

- subject of the Contract, not due to force majeure;
- e) limited diligence in complying with the instructions of the SCM or CED and/or the bodies responsible for issuing the required authorisations;
 - f) non-compliance of the services with that contained in the Technical Specifications and the Contract and the scope of the activities;
 - g) non-compliance with workplace health and safety regulations pursuant to the Comprehensive Workplace Health and Safety Law;
 - h) application of one of the suspension measures for activities supplied pursuant to article 14, paragraph 1 of the Comprehensive Workplace Health and Safety Law, or reduction of the score to zero due to repeated workplace health and safety violations pursuant to article 27, paragraph 1-bis of the cited Comprehensive Law;
 - i) receipt of a negative DURC, under the conditions pursuant to article 30, paragraph 5 of the Contracts Code; in this case, the SCM challenges the charges and assigns a deadline of no less than 15 (fifteen) days for presentation of the counter-findings;
 - j) providing the service with ships identified as unsuitable and in any case not compliant with the requirements of the specifications and/or offer without prior consent from the Awarding Entity;
 - k) any other cause identified in the Technical Specifications, in this Contract and in the other tender documents.

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

- a) loss by the Concessionaire of the requirements for execution of the services, specifically bankruptcy or the application of sanction or precautionary measures which impede it's ability to contract with the Public Administration;
- b) non-compliance with the provisions on payment traceability pursuant to Italian Law 136/2010;
- c) violation of the confidentiality requirement by Concessionaire personnel relative to facts and circumstances they become aware of in execution their tasks, or actions intended to influence the regular and schedule execution of the Awarding Entity's activities;
- d) the application, relative to the Concessionaire, its legal representatives, directors or

- technical managers, of provisions and/or proceedings with reference to current regulations to combat organised crime;
- e) the issuing, relative to the Concessionaire, of a definitive judgement which applies one or more preventive measures pursuant to the Anti-Mafia Code and its relative prevention measures, or finalisation of a conviction for one of the crimes pursuant to article 80 of Italian Legislative Decree 50/2016;
 - f) finalisation of a conviction for one of the crimes envisaged under article 51, paragraphs 3-bis and 3-quater of the Code of Criminal Procedure, or under articles 314, paragraph one, 316, 316-bis, 317, 318, 319, 319-ter, 319-quater and/or 320 of the Penal Code;
 - g) the existence of crimes of usury, money laundering and/or fraud relative to the Awarding Entity, by any subcontractors, suppliers, workers or other entities in any case interested in the work;
 - h) unauthorised subcontracting;
 - i) transfer of the contract, even partial;
 - j) non-compliance, ascertained under the law, of legal regulations on injury prevention, workplace safety and obligatory insurance for employees;
 - k) revocation of authorisations, concessions, go aheads or registration with Registers/Rolls, or suspension from exercising the activities which are the subject of the Contract;
 - l) legal actions involving violation of patent and/or copy rights and in general intellectual property rights, undertake against the Awarding Entity in relation to this contract;
 - m) the issuing, relative to the Concessionaire, of a definitive judgement which applies one or more preventive measures pursuant to the Anti-Mafia Code and its relative prevention measures, or the finalisation of a conviction for one of the crimes pursuant to article 80 of the Contracts Code.
 - n) any other cause for termination pursuant to article 1456 of the Italian Civil Code envisaged in the Technical Specifications, the Contract and the other tender documents.

Termination legally occurs through a unilateral declaration made by the Awarding Entity, to

be sent through a communication (e.g.: fax, telegram, registered letter with return receipt or Certified email).

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

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

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

The Concessionaire acknowledges that the awarding of the tender is subordinate to full and absolute compliance with the current anti-Mafia regulations. In particular, there must not be any provisions, definitive or provisional, which establish prevention or prohibition measures, suspensions or forfeitures pursuant to the aforementioned regulations with reference to the Concessionaire's legal representatives and members of its administrative body, nor can there be any pending proceedings involving application of the same provisions, nor any convictions which involve an inability to contract with the Public Administration.

Expressly renouncing any exceptions to that end, the Concessionaire accepts that if, during the duration of this Contract, any provisions pursuant to the previous sentence are issued, the Contract shall be terminated, without prejudice to the right of the Awarding Entity to request compensation for any damages suffered. The Concessionaire declares that it undertakes the requirements pursuant to this article, also in relation to any subcontractor or subsupplier.

In the case in which execution of the Contract has begun, as of the first act of execution, the Awarding Entity, without prejudice to any other right envisaged under the law and in the Contract, reserves the right to declare it terminated pursuant to article 1456 of the Italian Civil Code if one of the declarations or guarantees issued by the Concessionaire pursuant to articles 80 and 83 of the Contracts Code are found to be untrue, incomplete, incorrect or inaccurate. Termination will legally occur at the moment the Awarding Entity informs the Concessionaire of its intention to terminate the contract pursuant to this article via Certified email or registered letter.

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

When the Contract is finalised, the documentation in the Awarding Entity's possession must be supplemented with the certifications required under the law. If these certifications have not yet been acquired from the relevant bodies, the Awarding Entity reserves the right, if appropriate, to terminate the Contract in the case that these documents, arriving at a later date, indicate non-compliance with obligatory provisions of the law.

Article 20 - (Termination, revocation and handover - Suspension)

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

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

Suspension: the Awarding Entity has the right to suspend at any time, for demonstrated reasons, the efficacy of the contract stipulated with the Navigation Company, for periods not to exceed six months, informing the Company in writing. No sum will be due to the Company during the relative period as a consequence of exercising the right to suspension. This is without prejudice to that established in articles 107 and 175 of the Public Contracts Code.

Article 21 - (Tax regularity)

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

- i. compliance with the requirements of the law relative to tax regularity;

- ii. execution of payments of amounts due subordinate to the presentation, by the beneficiary, of appropriate documentation certifying payment of withholdings on employee income to the revenue agency, when applicable, deriving from invoices issued relative to services provided in the context of this Contract.

Article 22 - (Prohibition on transferring the Contract - transfer of receivables)

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

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

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

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

Article 23 - (Changes to the ownership structure – Obligations of the navigation company as the outgoing manager)

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

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

Article 24 - (Cash flow traceability)

The Concessionaire undertakes all the cash flow traceability requirements pursuant to article 3 of Italian Law 136/2010 and undertakes to provide the Awarding Entity with the identifying details of the dedicated current account as well as the identifying information and tax code of the persons authorised to make use of it, as well as any changes which may occur. The Concessionaire undertakes to immediately inform the Awarding Entity and the relevant Regional Office of the Prefecture of any non-compliance of its counterparty with financial traceability requirements.

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

Article 25 - (Transparency and access to data)

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

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

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

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

Article 26 - (Confidentiality requirements)

The Concessionaire must keep all projects, products, specifications and information of a technical and technological nature relative to execution of the Contract strictly confidential and not make use of the same if not for execution of the Contract. To that end, the Concessionaire shall also respond for its own personnel and that of any subcontractors/subsuppliers and shall implement measures and precautions as necessary to ensure that these commitments are fully respected also by these entities.

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

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

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

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

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

regards to that relative to them, for the technical, economic and commercial utilisation of the products, in their entirety and/or individual components. Additionally, the Concessionaire is strictly prohibited from making use of the data provided by the Awarding Entity and/or using the Awarding Entity's name with other customers, without specific authorisation in writing. The Concessionaire is strictly prohibited from issuing press releases and/or announcements relative to the content of the Contract or parts of it without written authorisation from the Awarding Entity.

Article 27 - (Patents and copyrights)

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

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

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

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

The Awarding Entity undertakes to promptly inform the Concessionaire in writing of any court or out of court cases pursuant to the paragraph above. In the case of a court case, the

Awarding Entity, without prejudice to its right to compensation for damages in the case the claim made is valid, has the right to declare the Contract terminated, recovering and/or repeating the fee paid.

Article 28 - (Expenses and taxes)

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

- a) expenses for publication of the Call for Tender and other tender documents in the Official Journal of the European Union, the Official Gazette of the Italian Republic, pursuant to article 5, paragraph 2 of the Ministerial Decree of 2 December 2016, containing “Definition of general publication guidelines for notification and calls for tender, pursuant to articles 70, 71 and 98 of Italian Legislative Decree 50 of 2016, in the measure determined by the Tender Regulations”;
- b) contractual expenses and all stamp duties and expenses for registration of the Contract and project documents;
- c) taxes and other charges to obtain all the technical licenses necessary to execute the activities;
- d) taxes and other charges due to regional entities directly or indirectly associated with execution of the activities;
- e) expenses, duties, secretary fees and taxes relative to the finalisation and registration of this Contract.

The Concessionaire is also responsible for all stamp duty expenses for the deeds necessary to manage the activities, from delivery to the date on which the certificate verifying compliance is issued.

If for additional deeds or final accounting figures updates or adjustments are required for the contractual expenses, taxes and duties, the greater amounts are in any case the responsibility of the Concessionaire.

The Concessionaire also continues to be responsible for taxes and any other charges that directly or indirectly apply to the services and supplies which are the subject of the Contract. This contract is subject to value added tax (VAT). VAT is governed by the law. All amounts cited in this Contract are understood to be indicated before VAT and social security and

insurance contributions.

Article 29 - (Processing of personal data)

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

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

Article 30 - (Disputes and jurisdiction)

All disputes which may arise between the Parties in relation to the interpretation, execution, validity and termination of this contract shall fall under the sole jurisdiction of the Court of Rome. The parties are held to preliminarily exhaust all possible solutions for an amicable settlement of any disputes.

Article 31 - Responsibility for contractual activities - Chosen domicile

The reference people responsible for the contractual activities inherent to this Contract are:

- for the Concessionaire: [REDACTED]
grimaldi.euromed@legalmail.it;
- for the Awarding Entity:
 - Ms. Francesca AIELLI, director of the 5th Division of the General Office for Supervision of the Port Authority System, Maritime Transport and Internal Waterways, Via dell'Arte 16, 00144, Rome, Italy
dg.tm@pec.mit.gov.it;

- Luigi TARQUINI, functionary at the Ministry of Infrastructure and Sustainable Mobility, Via dell'Arte 16, 00144 Rome, Italy, dg.tm@pec.mit.gov.it in the position of CED.

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

For the purposes of executing this Contract, the Concessionaire declares that it elects as its domicile the following: grimaldieuromed@legalmail.it.

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

Article 32 - (General provisions and referenced regulations)

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

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

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

The Navigation Company must comply fully with all laws, regulations and norms in effect with regards to maritime transport, including those issued during the course of the Contract. The signing of the Contract by the Concessionaire is equivalent to a declaration of perfect knowledge of the laws, regulations and all norms in effect with regards to maritime transport services and service concessions.


The interpretation of contractual clauses and provisions in this Contract must be done taking

the intended objectives into account; in any case, articles 1362 to 1369 of the Italian Civil Code apply.

For all that not established in this Contract, reference is made to the laws, regulations and regulatory provisions in effect. This Contract, composed of 60 pages, will be registered only in the case of use.

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

READ, APPROVED AND SIGNED

The Concessionaire	The Ministry of Infrastructure and Sustainable Mobility
Signed digitally by: Emanuele Grimaldi 	Signed digitally by Maria Teresa Di Matteo O = Ministry of Infrastructure and Transport C = IT

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

The Concessionaire

Signed digitally by: Emanuele Grimaldi



**PROCEDURE BEGUN TO AWARD THE CONCESSION FOR THE PUBLIC SERVICE OF
MARITIME TRANSPORT OF PASSENGERS, VEHICLES AND GOODS BETWEEN NAPLES,
CAGLIARI AND PALERMO AND VICE VERSA WITH PUBLIC SERVICE REQUIREMENTS FOR
MARITIME TERRITORIAL CONTINUITY**

CIG: 8648427BB9 CUP: D69J21000210001

OPERATING SCHEDULE STRUCTURE

(this document will become Annex A to the Service Contract)

The undersigned: EMANUELE GRIMALDI	born on: 18/07/1956
in: NAPLES	Prov.: NA ITALY
as the: CHAIRMAN OF THE BOARD OF DIRECTORS OF GRIMALDI EUROMED S.P.A.	
with registered office in VIA EMERICO AMARI 8, 90139 PALERMO, ITALY	
Telephone: +39 081.496669	fax: +39 081.5517401 Telephone: +39 081.496669
Tax ID no. 00278730825	VAT no.: IT 00278730825

pursuant to articles 46 and 47 of Italian Presidential Decree 445/2000, aware of the fact that in the case of mendacious declarations the sanctions envisaged in the penal code and special laws on falsities in deeds and mendacious declarations will be applied to him, pursuant to article 76 of the same Decree, as well as the administrative consequences established for procedures involving public tenders, taken on full responsibility for the same,

DECLARES

to undertake to comply with, if he is awarded the maritime connection services to provide territorial continuity between Naples, Cagliari and Palermo and vice versa, the following **Operating Schedule**, which will be annexed to the Service Contract (as "Annex A"), constituting an integral part of the same.

Frequency and description

NA-CA connections	Minimum requirements	Offer
To/From Frequency	Twice weekly for the entire year	Twice weekly for the entire year
Crossings (number)		
- Annual average during the winter period	140	140
- Annual average during the summer period	68	68
- Total annual	208	208
Pairs of crossings (number)		
- Annual average during the winter period	70	70
- Annual average during the summer period	34	34
- Total annual	104	104
Miles/year		
- Annual average during the winter period	37,100	37,100
- Annual average during the summer period	18,020	18,020
- Total annual	55,120	55,120
- Average miles per individual crossing	265	265

CA-PA connections	Minimum requirements	Offer
To/From Frequency	Twice weekly for the entire year	Twice weekly for the entire year
Crossings (number)		
- Annual average during the winter period	140	140
- Annual average during the summer period	68	68
- Total annual	208	208
Pairs of crossings (number)		
- Annual average during the winter period	70	70
- Annual average during the summer period	34	34
- Total annual	104	104
Miles/year		
- Annual average during the winter period	30,240	30,240
- Annual average during the summer period	14,688	14,688
- Total annual	44,928	44,928
- Average miles per individual crossing	216	216

Calendar (e.g. year 2022)

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Cont. - Calender - Key:

NA-CA	Naples-Cagliari Connection
CA-PA	Cagliari-Palermo Connection
PA-CA	Palermo-Cagliari Connection
CA-NA	Cagliari-Naples Connection

Annual Plan

Month	Days of service	Pairs of crossings	Miles
January	31	18	8,658
February	28	16	7,696
March	31	17.5	8,393
April	30	17	8,226
May	31	18	8,658
June	30	17	8,128
July	31	18	8,658
August	31	17.5	8,442
September	30	17	8,177
October	31	18	8,658
November	30	17	9,041
December	31	17.5	8,442
Total	365	208.5	101,177

Timetable

Naples-Cagliari		
Crossings	Departure time from Naples	Arrival time in Cagliari
MONDAY	19:00	08:00
FRIDAY	19:00	08:00

Cagliari-Naples		
Crossings	Departure time from Cagliari	Arrival time in Naples
THURSDAY	19:00	08:00
SUNDAY	23:00	12:00

Cagliari-Palermo		
Crossings	Departure time from Cagliari	Arrival time in Palermo
TUESDAY	19:00	06:00
SATURDAY	19:00	06:00

Palermo-Cagliari		
Crossings	Departure time from Palermo	Arrival time in Cagliari
WEDNESDAY	19:00	06:00
SUNDAY	09:00	20:00

Date, location and if requested or necessary, signature(s):

Naples, 27/04/2021
Emanuele Grimaldi

**PROCEDURE BEGUN TO AWARD THE CONCESSION FOR THE PUBLIC SERVICE OF
MARITIME TRANSPORT OF PASSENGERS, VEHICLES AND GOODS BETWEEN NAPLES,
CAGLIARI AND PALERMO AND VICE VERSA WITH PUBLIC SERVICE REQUIREMENTS FOR
MARITIME TERRITORIAL CONTINUITY**

CIG: 8648427BB9 CUP: D69J21000210001

SHIP AND MAINTENANCE PLAN

(this document will become Annex B to the Service Contract)


The undersigned: EMANUELE GRIMALDI	born on: 18/07/1956
in: NAPLES	Prov.: NA ITALY
as the: CHAIRMAN OF THE BOARD OF DIRECTORS OF GRIMALDI EUROMED S.P.A.	
with registered office in VIA EMERICO AMARI 8, 90139 PALERMO, ITALY	
Telephone: +39 081.496669	fax: +39 081.5517401 cell: 342.1406677
Tax ID no. 00278730825	VAT no.: IT 00278730825

pursuant to articles 46 and 47 of Italian Presidential Decree 445/2000, aware of the fact that in the case of mendacious declarations the sanctions envisaged in the penal code and special laws on falsities in deeds and mendacious declarations will be applied to him, pursuant to article 76 of the same Decree, as well as the administrative consequences established for procedures involving public tenders, taken on full responsibility for the same,

DECLARES

That the ships he intends to utilise to carry out the service which is the subject of this procedure at the time the offer is presented are those indicated below:

• **SHIP 1:**

A. CHARACTERISTICS OF THE SHIP		
<u>Name of the ship</u>	[CORFU']	
<u>IMO number</u>	[9349758]	
<u>Ship Type</u>	Minimum Requirements	Offer
	MV Class - Tr (Ro-Pax) TP	[ RO PAX-TP]

<u>Registered with the maritime department as:</u>	BARI 38	
<u>Ownership title or other valid conventional document certifying the legal availability of the ship</u>	REGISTRY	
<u>Age/Date of construction</u>	Minimum Requirements	Offer
	No older than 20 years, calculated from the due date for presentation of the tender offer, with reference to the date of construction	[28 OCTOBER 2006]
<u>Passenger ship class</u> (article 3, Italian Legislative Decree 45/2000, as amended)	A	A
<u>Transport capacity</u>	Minimum Requirements	Offer
- passengers	650	<i>Insert passenger no.</i> [956]
o of which in cabins	400	<i>Insert passenger no.</i> [464]
- trailers (only heavy vehicles)	1,500 linear metres	<i>Insert LM</i> [2256]
- automobiles (only automobiles)	530	<i>Insert number of automobiles</i> [904]
<u>Crossing time (Cruising speed with a full load able to cover the route from dock to dock in):</u>	Minimum Requirements	Offer
- Naples-Cagliari	13 hours	[13]
- Cagliari-Palermo	11 hours	[11]
<u>Cabins</u>	<i>Insert no. cabins [120]</i>	
- Sleeping berths per cabin	2 or 4	<i>Insert no.</i> [2-4]
- Private bathrooms	Yes	Yes
- Minimum space per passenger in cabin	2 square metres	<i>Insert no.</i> [2 square metres]
- Cabins for persons with disabilities, with space for companion and annexed bathroom, compliant with current regulations	2	<i>Insert no.</i> [2, as specified in the technical report]
<u>Armchairs</u>	<i>Insert no. armchairs [174]</i>	
<u>Deck position</u>	<i>Insert no. deck positions [561]</i>	
<u>Ship dimensions</u>	Minimum Requirements	Offer
Length (metres)	Appropriate to safely dock at the quays at the ports of departure and arrival (see Technical Specifications)	<i>Insert length</i> [186.63 m]
Width (metres)	Appropriate to safely dock at the quays at the ports of departure and arrival (see Technical Specifications)	<i>Insert width</i> [25.60 m]

Annex 7.5 SHIP AND MAINTENANCE FRAMEWORK

PROCEDURE BEGUN TO AWARD THE CONCESSION FOR THE PUBLIC SERVICE OF MARITIME TRANSPORT OF PASSENGERS, VEHICLES AND GOODS BETWEEN NAPLES, CAGLIARI AND PALERMO AND VICE VERSA WITH PUBLIC SERVICE REQUIREMENTS FOR MARITIME TERRITORIAL CONTINUITY

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<u>Common spaces and on board services</u>	Minimum requirements	Offer
Information area with large desk and seats to guarantee hospitality when accessing the ship and allow for the dissemination of information about the trip and services offered	Yes	<i>Insert details</i> [YES]
Infirmary with doctor on board, in accordance with regulations	Yes	<i>Insert details</i> [YES]
Commercial shop offering daily newspapers, magazines and basic personal hygiene products	Yes	<i>Insert details</i> [YES]
Snack bar selling snacks and sandwiches, in addition to beverage and snack vending machines	Yes	<i>Insert details</i> [YES]
Sit down and self-service restaurants	Yes	<i>Insert details</i> [YES]
Crates for medium-size pets	Yes	<i>Insert details</i> [YES]
Covered kennel	Yes	<i>Insert details</i> [YES]
<u>Travel comfort</u>	Minimum requirements	Offer
Air conditioning in all shared passenger spaces, cabins, reclining armchair room and corridors	Yes	<i>Insert details</i> [YES]
Smoking not allowed in all internal areas, with compliance guaranteed by the personnel of the concessionaire company	Yes	<i>Insert details</i> [YES]
<u>Passenger safety</u>	Minimum requirements	Offer
Closed circuit cameras to monitor the garage areas	Yes	<i>Insert details</i> [YES]
Safe deposit boxes to allow customers to deposit valuables	Yes	<i>Insert details</i> [YES]
External and internal closure system for all cabins in accordance with current regulations.	Yes	<i>Insert details</i> [YES]

B. REQUIRED CERTIFICATIONS					
<i>currently valid</i>					
	Certificate	Issued by:	Identification number	Date Issued	Expiration Date
1	D.O.C (Document of Compliance)	CP Naples	2016/6963	15/09/2016	12/09/2021
2	SMC (Safety Management Certificate)	CP Brindisi	2018/7226	18/10/2018	16/10/2023
3	Class certificate	RINA	82392-V039- 001	07/11/2019	28/10/2021
4	Passenger ship safety certificate pursuant to Italian Legislative Decree 45/2000	CP Brindisi	2020/3833	20/11/2020	16/11/2021
5	Freeboard certificate or International freeboard certificate	RINA	82392-V039- 005	07/11/2019	28/10/2021
6	Certificate of compliance with MARPOL annex I or IOPP Certificate	RINA	82392-V039- 006	07/11/2019	28/10/2021
7	Hazardous goods transport certificate (Italian Presidential Decree 134 of 6 June 2005) at least for classes: 2.1- 2.2- 3 (p.i.<23 C°) - 3 (p.i. 23 C° ÷ 61 C°) or hazardous goods transport certificate pursuant to Rule II- 2/19 SOLAS;	RINA	82392-V044- 001	26/03/2021	16/11/2021
8	Certificate of compliance for the anti-vegetation system (Regulation EC 782/2003)	RINA	82392-R157- 004	19/06/2018	
9	Report for on board services visit (issued pursuant to article 30, paragraph 4 of Italian Presidential Decree 435 of 8.11.91)	CP Brindisi	2020/2048	22/06/2020	19/06/2021
10	International Ship Security Certificate (ISPS)	CP Brindisi	2018/7030	10/10/2018	09/10/2023
11	On-board workplace hygiene and safety inspection report (Document annexed in section 2.1.7 - additional documentation)	CP Ancona	File no. 3971	On board visit request 05/02/2021	CP Ancona file date 08/02/2021
12	Certification of suitability to transport automobiles in compliance with Circular 322295 of 21/8/1967	RINA	82392-V039- 008	07/11/2019	28/10/2021
13	Domestic or International Tonnage Certificate	CP Bari	03/2007	10/05/2007	
14	Register of on board lifting appliances and loose gear pursuant to ILO Convention 152 (if required based on the types of lifting appliances on board)	RINA	2021/AN/01/295	20/04/2021	
15	Hazardous material inventory certificate for units subject to Regulation EU 1257/2013	RINA	82392-V044- 003	26/03/2020	28/10/2021

CLEANLINESS AND HYGIENIC CONDITIONS		
Task	Minimum requirements	Offer
Preventive pest removal service	4 times/year	[YES, 4 times/year]
Preventive rodent removal service	4 times/year	[YES, 4 times/year]
Cleaning of cabins and internal and external public areas	In accordance with current regulations	[YES In accordance with current regulations]
Cleaning as in table 5 of Measure 10 in Annex A to Resolution 96/2018;	In accordance with the provisions of the Resolution	[YES In accordance with the provisions of the Resolution]
Adoption of Hazard Analysis and Critical Control Points (HACCP) system for cleaning of areas used for restaurant services and the hygienic treatment of food products.	Yes	[YES]

D. ACCESSIBILITY		
Parameter	Minimum requirements	Offer
Lifts or escalators for access to cabins and common areas	Yes	[YES]
Passenger deck accessible to PRM, preferably independently, including	Yes	[YES]
• an embarkation/disembarkation area	Yes	[YES]
• an area for consumption of beverages and snacks	Yes	[YES]
• an area for repose	Yes	[YES]
• a wheelchair accessible public bathroom	Yes	[YES]
• <i>(if the passenger deck accessible to PRM is not located on the same level as the deck for embarkation of vehicles or if the services cited in the previous points are on different decks)</i> lifting equipment certified by the competent bodies that ensure persons with reduced mobility safe access on board the ship	Yes	[YES]
Additional aspects guaranteeing accessibility	<i>Specify if present</i> [there are both lifts and escalators]	

Annex 7.5 SHIP AND MAINTENANCE FRAMEWORK
PROCEDURE BEGUN TO AWARD THE CONCESSION FOR THE PUBLIC SERVICE OF MARITIME TRANSPORT OF
PASSENGERS, VEHICLES AND GOODS BETWEEN NAPLES, CAGLIARI AND PALERMO AND VICE VERSA WITH PUBLIC
SERVICE REQUIREMENTS FOR MARITIME TERRITORIAL CONTINUITY

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Date, location and if requested or necessary, signature(s):

Naples, 27/04/2021

Emanuele Grimaldi

**PROCEDURE BEGUN TO AWARD THE CONCESSION FOR THE PUBLIC SERVICE OF
MARITIME TRANSPORT OF PASSENGERS, VEHICLES AND GOODS BETWEEN NAPLES,
CAGLIARI AND PALERMO AND VICE VERSA WITH PUBLIC SERVICE REQUIREMENTS FOR
MARITIME TERRITORIAL CONTINUITY**

CIG: 8648427BB9 CUP: D69J21000210001

RISK MATRIX AND MITIGATION MEASURES

(this document will become Annex C to the Service Contract)

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**PROCEDURE BEGUN TO AWARD THE CONCESSION FOR THE PUBLIC
SERVICE OF MARITIME TRANSPORT OF PASSENGERS, VEHICLES AND GOODS
BETWEEN NAPLES, CAGLIARI AND PALERMO AND VICE VERSA**
CIG: 8648427BB9 - CUP: D69J21000210001

ANNEX D
DATA ACCESS PLAN

Pursuant to the Resolution of the Transport Regulation Authority (ART) 96/2018, Annex A, intended to support the development of mobility services and widespread controls over methods used to provide passenger transport services on the sea, this Data Access Plan identifies the data needed to define the indicators and minimum levels produced directly and indirectly by the Navigation Company GRIMALDI EUROMED SPA (hereafter, NC) and by the Port Authority System (hereafter PAS), which fall under the scope of the contracting authority and are made accessible to and can be utilised by any entity which requests them in compliance with the limits established in Italian Legislative Decree 33 of 14 March 2013.

1) The Ministry of Infrastructure and Sustainable Mobility, Department of Transport and Navigation, General Office for Supervision of the Port Authority System, Maritime Transport and Internal Waterways (hereafter GOSPAS) holds the basic data, transmitted by the NC, PAS and Maritime Authorities (MA), which allow for identification of the minimum quality levels and information for customers, including those relative to:

1. circulation of ships and the situation for departures from and arrivals in port;
2. accessibility of the ship and quays;
3. assistance for persons with reduced mobility and availability of relative devices;
4. access for vehicles;
5. transport of bicycles;
6. punctuality of the service;
7. cleaning and sanitizing of the ships;
8. public accessibility of ships and port infrastructure;
9. information provided to customers;
10. transparency and commercial accessibility.

2) The GOSPAS obtains the data pursuant to the above point through the NC or directly through inspections, checks and surveys. To that end, the NC grants the GOSPAS free access to the stated information based on that established in the service contract. The NC must prepare and guarantee real time publication of updated information on its website, in open data format and using standard structures, relative to the services it provides and particularly with reference to the minimum elements listed under point 1, as well as information on the schedule, ensuring it is available, of high quality, usable and functions with various systems.

3) Third parties can access data regarding the above information, in compliance with constraints on the processing of personal data and of information which is not ostensibly a business secret, through the NC's website or in "finalised" form at the following institutional website:

ANNEX D
DATA ACCESS PLAN
PROCEDURE BEGUN TO AWARD THE CONCESSION FOR THE PUBLIC SERVICE OF MARITIME TRANSPORT OF
PASSENGERS, VEHICLES AND GOODS BETWEEN NAPLES, CAGLIARI AND PALERMO AND VICE VERSA

[Ministry of Infrastructure and Sustainable Mobility Transparency Portal - Transparent Administration \(www.mit.gov.it\)](http://www.mit.gov.it)

4) Third parties can access data regarding the number of complaints received by the navigation company and the GOSPAS, filed by the reason for the complaint, as identified in the Complaint Form found on the ART website <https://www.autorita-trasporti.it/site/con>, accompanied by the actions taken to resolve the issues identified or the reasons for which claims not processed were rejected. The NC must supply the GOSPAS with the elements of complaints presented to it in relation to the transport services which are the subject of the Service Contract it has signed, and publish them on its website. The data pursuant to point 4) above shall be published at least every three months.

**PROCEDURE BEGUN TO AWARD THE CONCESSION FOR THE PUBLIC
SERVICE OF MARITIME TRANSPORT OF PASSENGERS, VEHICLES AND GOODS
BETWEEN NAPLES, CAGLIARI AND PALERMO AND VICE VERSA
CIG: 8648427BB9 - CUP: D69J21000210001**

ANNEX E

MINIMUM SERVICE QUALITY CONDITIONS

I. MINIMUM QUALITY CONDITIONS

With reference to the minimum quality conditions for the maritime passenger transport services, ART Resolution 96/2018 is referenced in its entirety, within which Title II identifies the minimum qualitative and quantitative levels for these services, in relation to the quality factors listed below:

- a) regularity of service and punctuality;
- b) user information and transparency;
- c) commercial accessibility;
- d) ship cleanliness and comfort;
- e) public accessibility of ships and infrastructure (in particular for PRM);
- f) minimum environmental quality levels.

1. Regularity

That established in Measure 5 of the reference ART Resolution 96/2018 is referenced in its entirety. The regularity of the service is measured using the indicator relative to the transport offer: %R_{n,i}. Regularity of ships using the measurement indicated below:

$$\%R_{n,i} = \left(\frac{N_{r,i}}{N_{tot,i} - N_{ecc,i}} \right) \times 100$$

In which:

- $N_{r,i}$: number of crossings carried out on the Naples-Cagliari route and vice versa and on the Cagliari-Palermo route and vice versa, with arrival at the final destination port, also including ships entirely or partially cancelled due to the concessionaire NC or attributable to external causes, when suitably replaced;
- $N_{tot,i}$: total number of crossings scheduled;
- $N_{ecc,i}$: number of crossings not carried out due to external causes.

Prior to stipulating the service contract or in accordance with another deadline assigned by the Awarding Entity, the tender assignee must prepare an “Action Plan” regarding the actions to take and services to guarantee to customers to allow them to reach the final destination port with “adequate substitute service”, mainly intended to rebook passengers. The action plan must specify:

- the minimum level of information ensured for customers and the informational channels used;
- disbursement times for substitute services;
- methods used to supply the substitute services.

The Service Contract lists the specific reductions in the amounts for individual crossings in the case the service is not provided for reasons of force majeure and the specific penalties applied in the case that crossings are suspended for reasons attributable to the company.

2. Punctuality

2.1 *Definition of the indicator and monitoring methods*

- Monitoring and checks regarding the punctuality of the service will be carried out based on the certified data in the company monitoring system and made available to the Awarding Entity pursuant to annex L to the Service Contract;
- evaluation will occur on a monthly basis;
- the data may be verified and checked on a sample basis by the
- Awarding Entity, which reserves the right to compare it with data received from the Port Authority, and which may provide itself with its own control and monitoring system;
- the punctuality of the service is calculated with respect to the number of crossings on the Naples-Cagliari route and vice versa and on the Cagliari-Palermo and vice versa route, upon departure from the ports, by assessing delays/differences with reference to the scheduled departure and arrival times, for crossings carried out with good sea weather conditions, with the sea calm or nearly calm (Douglas Scale) and with wind of up to force 2 on the Beaufort scale;
- monitoring of departure punctuality will be developed, with the above good weather conditions, considering the following:
 - an individual crossing is considered to be on time if the ship, not departing in advance, arrives at the destination port with a delay of 60 minutes or less;
 - in order to monitor the punctuality parameter, the punctuality index % P will be used, which expresses the percentage ratio between the number of crossings departing within the hourly range considered and the total number of crossings scheduled for the month carried out under good weather conditions at sea (*see above*):
$$\%P = \left(\frac{\text{Corse puntuali}}{\text{Corse effettuate con buone condizioni meteo}} \right) \times 100$$
 - events arising due to force majeure and not attributable to the service manager should not be considered when calculating the punctuality index;
 - the minimum standard for the punctuality index (I_{\min}) to be guaranteed for the first year of service is 95%.

2.2. *Penalty*

Control parameter	Punctuality index on a monthly basis: arrivals more than 60 minutes late for crossings made under good weather conditions at sea.
Evaluation criteria	The evaluation is done on a monthly basis, calculating the effective difference without rounding between the minimum level and the actual figure measured.
Unitary penalty	Non-compliance with the minimum level leads to application of a unitary penalty for non-compliance on a monthly basis equal to € 1,000.00 for each percentage point below the standard established beforehand for each period.

Any penalties will be applied in accordance with the criteria established in measure 3 in Annex A to ART Resolution 96/2018.

3. Travel comfort and functionality

3.1. *Definition of the indicator and monitoring methods*

- Evaluation of the level of comfort on board will be done through a process of checking and verifying the state of compliance/maintenance of the furnishings and the satisfactory operation of the technological systems.
- This will be done through direct surveys done by the Ministry involving a significant sample of crossings.
- With reference to verifying compliance/non-compliance, the full integrity and state of the on-board furnishings will be established.

- In the context of individual checks, the elements indicated in the table below will be assessed. All details regarding the number of the elements to be assessed will be determined at the time the service begins, with reference to the ship utilised.
- The list in the table below illustrates a greater number of elements to be checked with respect to that indicated in ART Resolution 96/2018, Annex A, Measure 10. Nonetheless, the minimum indicators established in the same Measure 10 involving the functioning of the air conditioning system and bathrooms (%CLI_FN and %WC_AFN) will be defined as followed and adjusted to the specific case:

- Functioning of the air conditioning system: the indicator %CLI_FN is defined in relation to the percentage of checks which identified regular functioning of the systems relative to the total number of checks performed:

$$\%CLI_FN = \left(\frac{\text{Controllo di funzionalità con esito positivo}}{\text{Totale dei controlli effettuati}} \right) \times 100$$

- Accessibility and functioning of the bathrooms: the indicator %WC_AFN is defined in relation to the percentage of checks which identified regular accessibility and functioning of the on board bathrooms relative to the total number of checks performed:

$$\%WC_AFN = \left(\frac{\text{Controllo di funzionalità con esito positivo}}{\text{Totale dei controlli effettuati}} \right) \times 100$$

Zone	Evaluation criteria	Compliant	Non-Compliant
<u>External</u>	Ceiling lights (presence, state, functionality)		
	Seating (presence, state)		
	Accessory furnishings (presence, state)		
	Supports (presence, state)		
<u>Access area</u>	Ceiling lights (presence, state, functionality)		
	Supports (presence, state)		
	Air conditioning (functionality)		
	Doors (presence, state, functionality)		
	Windows, glass, pictures, mirrors (presence, state)		
	Waste baskets (presence, state)		
<u>Bathrooms</u>	Ceiling lights (presence, state, functionality)		
	Supports (presence, state)		
	Bathroom equipment and functionality (presence, status, functionality)		
	Doors (presence, state, functionality)		
	Windows, glass, pictures, mirrors (presence, state)		
	Waste baskets (presence, state)		
<u>Traveller lounges, other internal rooms</u>	Ceiling lights (presence, state, functionality)		
	Armchairs (presence, state, functionality)		
	Safety equipment for PRM (presence, state, functionality)		
	Supports (presence, state)		
	Air conditioning (functionality)		
	Doors (presence, state, functionality)		

	Windows, glass, pictures, mirrors (presence, state)		
	Curtains		
	Waste baskets (presence, state)		
<u>Traveller cabins</u>	Ceiling lights (presence, state, functionality)		
	Berths (presence, state, functionality)		
	Safety equipment for PRM (presence, state, functionality)		
	Supports (presence, state)		
	Air conditioning (functionality)		
	Doors (presence, state, functionality)		
	Windows, glass, pictures, mirrors (presence, state)		
	Curtains		
	Waste baskets (presence, state)		
	Bathroom (presence, state, functionality)		
<u>Automobile and goods area</u>	Stairs and lifts (accessibility, state, functionality)		
	Lighting (presence, state, functionality)		
	Video surveillance systems (presence, state, functionality)		
	Flooring (state)		
	Horizontal and/or vertical signage (presence, state, functionality)		

- For all other elements not following under the scope of indicators %CLI_FN and %WC_AFN, the individual survey will be deemed insufficient if 30% or more of the elements observed for each of the on board areas are non-compliant (external, access area, traveller lounges, traveller cabins, auto and goods area). For these elements, the comfort index (ICI) will be expressed as the ratio between surveys with a result of compliance and the total number of surveys performed:

$$IC = \left(\frac{\text{Controllo di funzionalità con esito positivo}}{\text{Totale dei controlli effettuati}} \right) \times 100$$

- The thresholds for the indicators IC, %CLI_FN and %WC_AFN are equal to the average annual value recorded in the last year of service, if it can be defined by the current monitoring system. Otherwise, the average values identified in the first year of the new service will be used.

3.2. *Penalty*

Control parameter	Comfort index IC, %CLI_FN and %WC_AFN
Evaluation criteria	The evaluation is done by calculating the effective difference without rounding between the Standard and the figure measured by the index.
Penalty	Non-compliance with the minimum standard leads to application of a non-compliance penalty equal to € 300.00 for each percentage point below the minimum thresholds established beforehand for the indicators.

4. Customer information

With regards to the minimum conditions for information provided to customers and citizens before and during the voyage, the navigation company must guarantee the publication and dissemination of the minimum information established for each communication channel (including the commercial accessibility channels), in at least Italian and English, as listed in table 2 of Measure 6 (information prior to the voyage) and in tables 3 and 4 of Measure 7 (information during the voyage) in Annex A to ART Resolution 96/2018.

Indicators on minimum information levels are those established in the above measures contained in ART Resolution 96/2018.

4.1. *Penalty*

Control parameter	INFO_AN and INFO_DU
Evaluation criteria	The evaluation is done by through periodic monitoring, calculating the effective difference without rounding between the Standard and the figure measured by the index.
Penalty	Non-compliance with the minimum standard leads to application of a non-compliance penalty equal to € 300.00 for each percentage point below the minimum standard.

5. Minimum transparency level

The navigation company must publish on its website, that established pursuant to Measures 6 and 7 of ART Resolution ART 96/2018, all the information and documents established in Measure 8 of the same Resolution and must provide the Ministry with all the documents and information necessary to publish the same on its institutional information channel, in order to guarantee compliance with requirements relative to the Transport Regulation Authority.

The company must also comply with the provisions established by the Transport Regulation Authority pursuant to the cited Measure 8.

6. Minimum commercial accessibility level

The navigation company must guarantee an adequate minimum level of commercial accessibility, pursuant to ART Resolution 96/2018, Annex A, Measure 9.

The company must ensure the availability:

- of a ticket office at each port of call, open on all days the service is provided at least 60 minutes prior to departure;
- at least one sales channel selected from among those indicated under letters c) and d) of point 4 of Measure 9 in ART Resolution 96/2018 (self-service ticket office, travel agency or other affiliated locations);
- a company website (in at least Italian and English), fully accessible and functional, which contains customer information regarding schedules and costs and all other communications regarding regularity of service and punctuality, with a specific digital channel allowing online reservation and purchasing of tickets. The accessibility of the digital sales channel must also be guaranteed for PRM, in compliance with point 8 of the above cited Measure 9.

The navigation company must guarantee the commercial accessibility channels are operational and function in accordance with the provisions and standards established in Measure 9 of ART Resolution 96/2018.

Compliance with the standards for the indicators and the minimum levels pursuant to the cited Measure 9 will be determined through periodic monitoring done by the Ministry.

The unitary penalty for falling below the minimum standard is € 300.00 for all deviations from the minimums standard (whether percentage or absolute is to be defined).

7. Customer satisfaction

7.1. *Definition of the indicator and monitoring methods*

- Verification of the standard is further validated through the results of a Customer Satisfaction survey that provides information on customer perception of a collection of quality factors.
- This is done through the administration of a questionnaire (using targeted interviews) to a significant sample of service users.
- The structure of the questionnaire, as well as the methods for administering it, will be defined subsequently by the Ministry.
- The survey must be carried out annually, distributing the sample in proportion to the number of individual services effectively carried out.
- The factors to be assessed through customer interviews are as follows:
 - cleanliness;
 - travel comfort and functionality;
 - customer information;
 - safety and perceived level of personal safety;
 - recognizability and courtesy of on board personnel.
- The Customer Satisfaction Index (ICS) is the weighted average of the ratings assigned for each factor with respect to the weights assigned to the individual quality factors.
- The ICS expresses the average score (from 0 to 10) expressed by the sample of users in relation to all the service quality factors.

$$ICS = \sum_i PF_i \times VM_i$$

In which:

- PF_i : weight of the individual quality factor considered;
- VM_i : average score per individual factor based on the survey campaign.

Surveys carried during the first six months the Contract is valid will be used to evaluate the first reference value for the ICS. After the end of the first six months until the end of the calendar year, the surveys will be used to evaluate the second ICS value, to be compared with the first for the purposes of determining penalties/bonuses. Subsequently, evaluations will be done on an annual basis.

- Below are the weights of the individual quality factors included in the Customer Satisfaction survey, specifically:
 - cleanliness (bathrooms, shared areas, seating): 25%;
 - travel comfort and functionality: 25%;
 - customer information: 20%;
 - safety and perceived level of personal safety: 20%;
 - recognizability and courtesy of on board personnel: 10%.

The detailed form to be submitted to users will be defined subsequently by the Ministry.

7.2. *Penalty*

With respect to the reference ICS value, a penalty of € 2,000.00 will be applied for each percentage point below the reference value in the previous ICS.

The reference ICS values will be those measured in the last year of service for the contract which is ending. Alternatively, if this is not available, it will be determined in the first year of service for the new contract.

8. Ship cleanliness and comfort

8.1. *Definition of the indicator and monitoring methods*

The minimum cleanliness conditions for the ships are satisfied when:

- the scheduled cleaning tasks are carried out, measured by the following indicator:
PULN_EX, Execution of scheduled cleaning cycles on the ships;
- the compliance of the tasks carried out is verified, measured by the following indicator:
PULN_VR, Compliant execution of cleaning tasks.

Checks on ship cleanliness is done through direct surveys carried out by the Ministry. In the context of individual checks, the elements indicated in the table below will be assessed:

Task class	Minimum frequency	Objective	Minimum activities
On board task	As required	Guarantee a return to acceptable conditions of cleanliness for toilets, flooring and components with the greatest level of contact with users, during the service	<ul style="list-style-type: none"> Removal of waste and emptying of waste baskets Cleaning toilets Restocking of water and hygienic accessories Removal of any water pooled on the floor
End of service cleaning	Daily	Guarantee the elimination of dirt on toilets, flooring and components with the greatest level of contact with users, at the end of the service	<ul style="list-style-type: none"> Removal of waste and emptying of waste baskets Careful cleaning and washing of toilets, flooring and other components with the greatest level of contact with users, as well as the removal of any water pooled on the floor Restocking of water and hygienic accessories Emptying of waste water Tidying up of various areas Cleaning of cabins and changing of linens
Docking and maintenance cleaning	At each stop for scheduled maintenance	Guarantee a return to maximum conditions of hygiene and decorum for all components of the ship, during extended stops or during stops at maintenance areas	<ul style="list-style-type: none"> Full washing of all internal and external components (decks and external corridors, etc.) of the ship Washing of any curtains. Refurbishment or replacement of any damaged components or furnishings Disinfection, pest and rodent removal when required Removal of graffiti and writing when necessary

- Pursuant to measure 10 of Annex A to ART Resolution 96/2018, the two indicators will be calculated:

$$PULN_EC_{trimestre} = \left(\frac{n^{\circ} \text{ interventi eseguiti}}{n^{\circ} \text{ interventi programmati}} \right) \times 100$$

$$PULN_VR = \left(\frac{n^{\circ} \text{ interventi conformi}}{n^{\circ} \text{ interventi ispezionati}} \right) \times 100$$

- The minimum level for the indicator PULN_EX is 100%.
- The minimum level for the indicator PULN_VR will be that registered in the last year prior to that in which the tender was awarded, if it can be determined with the current monitoring system. Alternatively, the average obtained during the first year the new service is executed will be used.
- The unitary penalty for not reaching the minimum level for each indicator is set at € 500 for each non-compliant task identified.

9. Minimum accessibility levels

The navigation company must guarantee a minimum accessibility level compliant with the provisions of Measure 11 of Annex A to ART Resolution 96/2018 and must provide itself with an Accessibility Operating Plan within one year of the stipulation of the Service Contract, in accordance with the methods established in Measure 11, point 2 of the cited Resolution.

With regards to accessibility for PRM, the indicator %SPMR pursuant to Measure 11, point 4 is set at 100% of all schedule crossings (all crossings scheduled in the timetable are accessible to PRM, including wheelchair users).

The measures and conditions to be adopted in application of Measure 11 shall be set and adapted to the specific case in relation to the details of the service, the locations and the feasibility and timeframe for realisation.

10. Minimum environmental quality levels and indicators

The navigation company must provide the certifications and all other technical information relative to measuring the indicators and minimum levels for environmental quality as established in Measure 12 of the cited ART Resolution 96/2018.

II. BONUSES FOR SERVICE QUALITY IMPROVEMENTS

When monitoring results demonstrate the navigation company has offered qualitatively better services with respect to the minimums standards identified in this annex with regards to the aspects listed below, it shall have the right to the application of bonus measures. These measures will be applied at the end of each regulatory period, based on the methods indicated in Annex M to the Contract.

1. Time for availability of reserve ship in case of failure

In case of failure, the arrival of the replacement ship in less than the maximum time envisaged in the Service Contract shall constitute motive for the recognition of a bonus, as described below.

- D, level/objective in technical offer
- INT, total number of actions during each regulatory period.

The quality improvement indicator q^D is calculated as follows:

$$(1) \quad q^D = \frac{(INT^{40h} \cdot 40h + INT^{(30-39h)} \cdot (30-39) + INT^{24-38h} \cdot 24-38h + INT^{18-23h} \cdot 18-23h + INT^{12-17h} \cdot 12-17h + INT^{6-11h} \cdot 6-11h + INT^{0-5h} \cdot 0-5h)}{INT}$$

where:

- $D \leq 48h$ *[if the technical offer establishes a lower maximum time, the time intervals shall be adjusted proportionally]*
- q^D , quality improvement parameter
- $\square_{40h} = 0.15$
- $\square_{30-39h} = 0.30$
- $\square_{24-39h} = 0.50$
- $\square_{18-23h} = 0.60$
- $\square_{12-17h} = 0.80$
- $\square_{6-11h} = 0.80$
- $\square_{0-5h} = 1.0$

$q^{Dmax} = 1$, for $INT^{0-5h} = \text{total INT}$

2. Crossing time

“Crossing time” means the duration of the passage between the port of origin and that of the final destination for each of the routes (Naples-Cagliari, Cagliari-Naples, Cagliari-Palermo or Palermo-Cagliari).

The quality improvement indicator q^T is tended to reward the effective offering by the navigation company of crossing times which are as short as possible, arriving in advance of the scheduled arrival time against a punctual departure from the port of origin.

Maximum objective: at least 30 minutes early

$$(2) \quad q^T = (T^{-30}) \cdot T^{CT}$$

where:

- T^{CT} = total number of crossings carried out as a whole during each regulatory period
- T^{-30} = number of courses with arrival at least 30 minutes before the schedule time
- $q^{Tmax} = 1$

3. Comfort and functionality of areas

The quality improvement indicator q^{RV} is determined by the results of the surveys relative to the 40 indicators reported in paragraph 3.1 above. Quality improvement is measured by the ration between positive results (RV^{pos}) and total surveys (RV^{tot}) throughout each regulatory period, subordinate to the condition that the first total at least 30, or 75% of the total.

The quality indicator is then calculated as follows:

$$(3) \quad q^{RV} = RV^{pos} / RV^{tot}$$

where:

- $RV^{pos} \geq 30$
- $Q^{RV} \max = 1$.

4. Summary bonus index for quality improvements

The quality improvement indicators as defined are aggregated into the single parameter Q , relative to the “quality premium”, included in the equation used to calculate the change in the fee pursuant to Annex M, among those utilised to determine allowable costs for the purposes of determining changes in fees at the end of each regulatory period.

To that end, a “weight” is attributed to each indicator, based on two drivers: the impact on costs of the improvements for the various improvement projects and the impact on the “overall quality” of voyages.

- 1) q^D (time for availability of reserve ship): $a^D = 0.25$
- 2) q^T (crossing times): $a^T = 0.35$
- 3) q^{RV} (comfort and functionality of areas): $a^{RV} = 0.40$

Given that the maximum value for each quality index (q) is 1, the sum of the scores reported by their respective weights will lead to a maximum value = 1.

□ Q_{\max} is equal to 1.0 multiplied by the bonus percentage, which in the tender regulations is established at 2%, as inserted in the referenced equation (2) in Annex M to the Service Contract.

**PROCEDURE BEGUN TO AWARD THE CONCESSION FOR THE PUBLIC SERVICE OF
MARITIME TRANSPORT OF PASSENGERS, VEHICLES AND GOODS BETWEEN NAPLES,
CAGLIARI AND PALERMO AND VICE VERSA WITH PUBLIC SERVICE REQUIREMENTS FOR
MARITIME TERRITORIAL CONTINUITY**

CIG: 8648427BB9 CUP: D69J21000210001

SERVICES IN CASE OF STRIKE FRAMEWORK

(this document will become Annex F to the Service Contract)

The undersigned: EMANUELE GRIMALDI

born on: 18/07/1956

in: NAPLES

Prov.: NA ITALY

as the: CHAIRMAN OF THE BOARD OF DIRECTORS OF GRIMALDI EUROMED S.P.A.

with registered office in VIA EMERICO AMARI 8, 90139 PALERMO, ITALY

Telephone: +39 081.496669

fax: +39 081.5517401

cell: 342.1406677

Tax ID no. 00278730825

VAT no.: IT 00278730825

pursuant to articles 46 and 47 of Italian Presidential Decree 445/2000, aware of the fact that in the case of mendacious declarations the sanctions envisaged in the penal code and special laws on falsities in deeds and mendacious declarations will be applied to him, pursuant to article 76 of the same Decree, as well as the administrative consequences established for procedures involving public tenders, taken on full responsibility for the same,

DECLARES

to undertake to comply with in the case of a strike, if he is awarded the maritime connection services to provide territorial continuity between Naples, Cagliari and Palermo and vice versa, the following Services Plan, which will be annexed to the Service Contract (as "Annex F"), constituting an integral part of the same.

Crossing no.	Departure		Arrival		Frequency
	Port	Time	Port	Time	
1	Naples	23:00* (19:00+4H**)	Cagliari	12:00* (08:00+4H**)	2 crossings/week
2	Cagliari	23:00* (19:00+4H**)	Palermo	10:00* (06:00+4H**)	1 crossing/week
3	Cagliari	20:00* (19:00+1H**)	Palermo	07:00* (06:00+1H**)	1 crossing/week
3	Palermo	23:00* (19:00+4H**)	Cagliari	10:00* (06:00+4H**)	1 crossing/week
4	Palermo	10:00* (09:00+1H**)	Cagliari	21:00* (20:00+1H**)	1 crossing/week
5	Cagliari	23:00* (19:00+4H**)	Naples	12:00* (08:00+4H**)	1 crossing/week
6	Cagliari	01:00* (23:00+2H**)	Naples	14:00* (12:00+2H**)	1 crossing/week

NOTE: In accordance with Invitalia's response to Clarification no. 19, the time indicated may undergo changes *"due to causes external to the navigation company, which may also include those consequent to compliance with sector regulations on strikes involving essential public services"*.

* time by which the Company undertakes to guarantee the departure/arrival of the transport service in the case of a strike by its personnel. Without prejudice to the possibility of moving forward the departure/arrival time to reduce the hours of delay.

* maximum hours of delay with which the connections will be provided with respect to the times established in the operating programme pursuant to Annex 7.4 in the case of a strike by the Company's personnel.

Date, location and if requested or necessary, signature(s):

Naples, 27/04/2021

Emanuele Grimaldi

PROCEDURE BEGUN TO AWARD THE CONCESSION FOR THE PUBLIC SERVICE OF MARITIME TRANSPORT OF PASSENGERS, VEHICLES AND GOODS BETWEEN NAPLES, CAGLIARI AND PALERMO AND VICE VERSA WITH PUBLIC SERVICE REQUIREMENTS FOR MARITIME TERRITORIAL CONTINUITY

CIG: 8648427BB9 CUP: D69J21000210001

PRICE PLAN

This document will become Annex G to the Service Contract.

The tables below indicate the maximum prices which can be applied, as proposed in the offer presented by the navigation company.

Table 1. Prices, Naples-Cagliari and vice versa

Accommodation	Residents	Non-Residents	
		Low season	High season
External cabin	€36.10	€50.35	€66.50
Internal cabin	€31.35	€40.85	€52.25
Armchair	€23.75	€31.35	€39.90
Deck	€20.90	€26.60	€32.30
Automobile 1st Group	€41.80	€53.20	€65.55
Automobile 2nd Group	€45.60	€62.70	€76.95
Campers, trailers	€19.00	€22.80	€27.55
Buses	€27.55	€35.15	€42.75
Motorcycles up to 200 cc	€29.45	€29.45	€29.45
Motorcycles over 200 cc	€40.85	€40.85	€40.85
Full commercial vehicles	€33.25	€33.25	€33.25
Empty commercial vehicles	€23.75	€23.75	€23.75

Table 2. Prices, Cagliari-Palermo and vice versa

ACCOMMODATION	RESIDENTS	Non-Residents	
		Low season	High season
External cabin	€43.70	€47.50	€62.70
Internal cabin	€36.10	€38.95	€49.40
Armchair	€25.65	€30.40	€38.00
Deck	€21.85	€26.60	€31.35
Automobile 1st Group	€52.25	€54.15	€67.45
Automobile 2nd Group	€60.80	€63.65	€78.85
Campers, trailers	€22.80	€23.75	€27.55
Buses	€35.15	€36.10	€42.75
Motorcycles up to 200 cc	€30.40	€30.40	€30.40

Motorcycles over 200 cc	€41.80	€41.80	€41.80
Full commercial vehicles	€36.10	€36.10	€36.10
Empty commercial vehicles	€23.75	€23.75	€23.75

Prices are understood to be per person or per vehicle per crossing, except for campers, buses, trailers, full or empty commercial vehicles or other similar vehicles, understood to be per linear meter occupied (fractions equal to or greater than 25 cm are rounded up to the next half meter; those less than 25 cm are rounded down to the lower half meter).

The prices indicated, comprehensive of all additional accessory items, are understood to be net of value added tax and port fees to be paid to the relevant authorities, as well as any changes in fuel prices.

For the purposes of the operation of the **Naples-Cagliari** route, “**residents**” means EU or non-EU citizens with residence in a municipality located in the Region of Sardinia, as well as employees, born in Sardinia and not residents, and their dependants, with appropriate valid documentation presented at the time the tickets are reserved or purchased and when accessing the ship.

For the purposes of the operation of the **Cagliari-Palermo** route, “**residents**” means EU or non-EU citizens with residence in a municipality located in the Region of Sardinia or the Region of Sicily, as well as employees, born in Sardinia or Sicily and not residents, and their dependants, with appropriate valid documentation presented at the time the tickets are reserved or purchased and when accessing the ship.

“**High season**” means, for each year, the period **from 19/12 to 07/01, from the Wednesday before Easter to the Tuesday after and from 1 June to 1 September**; the remaining part of the period included in the tender must be considered “**low season**”.

The navigation company:

- a) undertakes to not apply prices in excess of those pre-established for each regulatory period
- b) it may, in any case, apply lower prices, entirely incurring any expense.

Without prejudice to point b above, the prices shall remain constant in nominal terms for the entire duration of each of the two regulatory periods in which the tender is subdivided and will be updated based on scheduled inflation as in the Economy and Finance Document, relative to the regulatory period ending, effective for the revised EFP for the subsequent regulatory period, during which the new prices will be kept constant.

The differential deriving from a lack of revaluation will be applied to the fee for the first year of the next regulatory period.

The price update at the beginning of each regulatory period will be carried out on the basis of the following formula, as established in annex M to the Contract:

$$T(p)_{(t+2..t+5)} = T(p)_{(t)} * [(1 + P_t) * (1 + P_{t+1})] = T(p), \text{ constant in the initial regulatory period} \quad (1a)$$

$$T(a)_{(t+2..t+5)} = T(a)_{(t)} * [(1 + P_t) * (1 + P_{t+1})] = T(a), \text{ idem} \quad (1b)$$

$$T(m)_{(t+2..t+5)} = T(m)_{(t)} * [(1 + P_t) * (1 + P_{t+1})] = T(m), \text{ idem.} \quad (1c)$$

where:

- $T(.)_t$, initially established price;
- $T_{(t+2, t+5)}$, updated price for the second regulatory period, etc.
- P , annual scheduled inflation rate for $t+n$ deriving from the most recently available Economy and Finance Document.

Date, location and if requested or necessary, signature(s):

Naples, 27/04/2021

Emanuele Grimaldi



GRIMALDI EUROMED

SERVICES CHARTER

For public transport services





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SERVICES CHARTER

For public transport services



A) THE SERVICES CHARTER - INTRODUCTION

Grimaldi Euromed S.p.A. (hereinafter referred to as 'the Company') adopts the present services charter, to which it recognises the binding value towards passengers travelling on its vessels employed on connections subject to public service obligations.

B) GRIMALDI EUROMED S.p.A. - THE COMPANY

The Company's mission is to provide efficient, reliable, innovative and high-quality services for the maritime transport of passengers and goods by pursuing a constant process of identifying the needs and expectations of its customers. The company is dedicated to the pursuit of excellence, social responsibility and transport solutions that promote environmentally sustainable mobility.

For more than half a century, the company has been an international player in maritime passenger transport. Already active after World War II on the Mediterranean-South America and Mediterranean-North America routes, today the Company has diversified its passenger offer with three different brands, each dedicated to a different destination: Grimaldi Lines on the Mediterranean Sea, Minoan Lines on Greek domestic routes, and Finnlines on the Baltic and North Seas.

In order to ensure that the objectives set out in this Services Charter are pursued, the Company has set up a permanent committee within its organisation, which has been assigned the following activities:

- Ensuring compliance with customer commitments
- Ensuring effective and transparent communication with customers
- Constantly monitoring service quality indicators
- Preparing regular reviews of the services charter
- Preparing intervention plans aimed at continuous improvement of services
- Publishing the services charter and its updates

The Committee operates in accordance with the procedures of the integrated quality/environmental management system, which the Company has adopted, certified by an external body, in accordance with ISO9001-ISO4001 standards.

C) PRINCIPLES OF THE CHARTER

The Company, in providing its public maritime connection services, undertakes to respect the fundamental principles as listed below:

1) *Equality and impartiality*

The Company undertakes to provide and allow access to the service and infrastructure to all users without distinction of nationality, sex, race, language, religion or opinions. It also undertakes to adopt the necessary procedures to guarantee the service to the elderly, disabled persons and any other person with reduced mobility. Finally, the Company undertakes to ensure, for the same service provided, equal treatment and contractual conditions between users from different geographic areas and different categories.

CONTINUITI - PARTECIPATION EFFICIENCY - FREEDOM OF CHOICE



2) *Continuity*

The Company undertakes to guarantee continuous and regular transport services (with the exception of interruptions due to special contingencies and/or force majeure). In case of need (or planned disruptions), replacement services will be provided. The minimum services in the event of a strike will be defined and communicated externally (maximum disclosure — in advance and promptly — of the minimum service schedules to be guaranteed) through all the Company's institutional channels.

3) *Participation*

The Company is willing to engage in constructive discussions with representative organisations on the main issues affecting the service provided. The customer shall be entitled to lodge complaints in the prescribed manner and shall be entitled to receive a written reply.

4) *Efficiency and effectiveness*

The Company constantly monitors the efficiency and effectiveness of the processes involved in providing the public maritime transport service by means of service quality indicators, using all the tools provided by the management procedures and the technological supports available.

The Company's internal committee continuously evaluates efficiency and effectiveness and produces periodic reports of indicators, on the basis of which intervention strategies are outlined aimed at the excellence of the services offered, with the goal of meeting and exceeding the expectations of maritime transport users. Possible initiatives with third parties (ports, terminals, ticket offices, agencies, etc.) to improve mobility services related to maritime transport are also evaluated.

5) *Freedom of choice*

The Company guarantees citizens' right to mobility, taking initiatives to facilitate freedom of choice between different modal solutions.

D) *QUALITY FACTORS*

The Company—aware of its mandate as a provider of public maritime transport services and in line with its quality policy oriented towards customer satisfaction and continuous improvement of performance—has identified the following factors that contribute to achieving set service quality objectives:



1) *Travel safety*

The ships operated by the Company are all certified in accordance with international, European and Italian regulations.

The safety standards are certified by the relevant bodies (Port Authorities/Italian Naval Register) in accordance with the regulations in force. All certificates are current and valid, such as, for example:

- a** • Class certificate
- b** • Passenger Safety Certificate
- c** • Safety Management Certificate (ISM Code)
- d** • Safety Management Certificate (ISPS Code)
- e** • Certificate of Compliance (DOC - ISM, issued to the Company)

The Company ensures the highest level of safety and security on board its ships. Particular attention is paid to training the crew, which, in addition to possessing all the mandatory qualifications as required by the current regulations (international STCW convention), is continually trained on specific issues of company relevance (e.g. introduction of new technologies, company processes, etc.). Crew performance is constantly evaluated in order to identify possible improvement initiatives to increase competence and professionalism.

2) *Passenger personal safety and safety of personal property*

The personal safety of passengers is a priority in the management of the service. Ships are equipped with all the necessary health and safety devices. Safety signs are installed on board in accordance with current regulations. An on-board safety patrol system is in place to monitor passengers and prevent fires. All rooms that may be dangerous, as well as technical and service rooms, are forbidden to passengers. During navigation, passengers are not allowed access to garage rooms. Before embarking on a journey, safety announcements are broadcast in audio/video format to explain emergency procedures and the location of individual and collective life-saving equipment and survival craft. Appropriate treatments with anti-slip products are provided in areas that may be affected by rainwater/moisture. Ships have an infirmary with a doctor and facilities to ensure appropriate medical care in case of need.

A closed-circuit camera system in designated areas ensures that these areas are monitored. On-board safes are provided for passengers to temporarily store valuables. In order to further strengthen passenger safety, the Company has set up a specific department, called Security Intelligence & Law Enforcement, whose task is to support all possible initiatives to combat illegal acts with studies, interventions and various initiatives. The Company ensures maximum transparency and cooperation with all police forces and authorities, guaranteeing all possible support to protect legality.

REGULARITY, PUNCTUALITY AND CLEANLINESS OF VESSELS



3) *Regularity of service and punctuality of vessels*

It is the Company's prerogative to operate its scheduled services according to the established time frames.

In most cases of delay, the cause is adverse weather conditions, which prompt the ship's command to give priority to passenger safety over punctuality if the two objectives are incompatible.

Other causes may include strikes, delays in business operations not attributable to the Company, unforeseeable technical failures, or extraordinary events for which the Company is not directly responsible.

When delays occur, the Company implements the procedure described below, in order to manage as well as possible disruptions that may affect the passenger.

In the event of a delay, the Master will promptly inform the shipping agents and the Company's offices, which will immediately notify the agencies and individual passengers by SMS or e-mail.

4) *Cleanliness and hygienic conditions of vessels*

The Company, sensitive to the increasingly widespread trend of ecological awareness, regulates its activities with respect for the environment and nature. Cleanliness is always given the utmost attention—under the responsibility of the Commissioner—in order to guarantee an adequate standard of quality and comfort for passengers. Particular attention is paid to cleaning communal sanitary facilities, but cleaning public places is just as important. On-shore staff carry out regular inspections in order to verify and certify the correct standard of cleanliness and sanitation of the premises. Sanitisation of all areas of the ship is carried out using detailed procedures and detergents appropriate for the different types of materials cleaned, in accordance with the manufacturers' instructions for use. All cleaning and disinfection is carried out wearing appropriate disposable personal protective equipment. In addition to the cabins, the on-board premises on the inner and outer decks are sanitised, including the crew mess hall, the bridge, reception, public areas, dining areas, bars, game rooms, corridors, stairs and lifts and any other common area. Sanitisation is aimed in particular at surfaces such as chairs, armchairs, armrests, table tops and counters, door handles and knobs, lift buttons, switches, railings and handrails, toilets, washbasins and taps in public toilets.

Each ship undergoes regular surprise inspections by the NAS (Anti-Adulteration Unit of the Carabinieri) for the dining and passenger accommodation areas and to periodic visits and inspections by the Maritime Health Offices for the crew areas. Specific certificates are issued following these visits. In addition, as required by European Regulation EC852/2004 on the hygiene of foodstuffs (HACCP), specific scheduled regular checks are carried out by specialised companies.

COMFORT AND ADDITIONAL SERVICES



Maintenance is scheduled as follows:

- Insect control: no fewer than 4 times per year
- Deratting: no fewer than 4 times per year
- Cabin cleaning: before each crossing
- Cleaning public spaces: before each crossing
- Janitorial service (cleaning toilets and public areas): before each crossing and during the journey

Inspection visits, including on travelling units, verify compliance with the relevant company directives.

5) *Travel comfort*

The company pays particular attention to the comfort conditions offered to passengers during their journey. Ships are equipped with air conditioning systems in all public areas and cabins, with regular maintenance and efficiency. Ships are equipped with comfortable cabins, all with private toilets. Personal grooming kits and towels are provided for passengers. Comfortable lounges with reclining armchairs and ample seating are available on board, as well as luggage racks. TV screens are available in the seating areas.

To ensure maximum comfort for passengers during navigation, ships are equipped with anti-roll systems with stabilising fins.

6) *Additional services*

With a view to offering its customers as comfortable and pleasant a journey as possible, the company has equipped its ships with the following additional services:

- Lifts
- 24H Bar service
- Solarium
- A la carte restaurant service and/or Self-service restaurants
- In-room/cabin food service upon request
- In-room/cabin food service
- On-board shop (clothing/articles/newspapers and magazines/etc.)
- Playroom for children's entertainment
- Video game room where available
- Pet cabin (cabins with accommodation for pets)
- Kennel

SERVICES FOR PASSENGERS WITH DISABILITIES



7) *Services for disabled passengers and persons with reduced mobility*

A disabled person (hereinafter 'PRM') is defined as a person who cannot move easily or freely or who requires assistance. Reservations and tickets are offered to PRMs under the same conditions as all other passengers.

It is the responsibility of the PRM to indicate in writing, at the time of booking or advance purchase of the ticket, their specific requirements for accommodation, seating, services requested or the need to carry medical equipment. For any other assistance, PRMs must inform the carrier at least 48 hours before departure and present themselves at the terminal at the assistance counter or other agreed meeting place at least 2 hours before the scheduled time of travel. If the passenger has indicated at the time of booking that he or she is a PRM, the Commissioner is informed of this via the check-in system and by e-mail from the on-shore office so that he or she can organise the necessary reception and assistance throughout the journey, from the moment of embarkation to the moment of debarkation.

Assistance to the PRM is provided by the Commissioner assisted by a team of people trained to provide the best assistance.

The Commissioner shall indicate on the ship's plan the cabins in which PRMs will be accommodated and shall give a copy to the Master.

On-board crew responsible for assisting PRMs are identified by a white/blue armband bearing the word ASSISTANCE.

The on-shore ticket office, which carries out the check-in, gives PRMs boarding with their own vehicle a sticker to affix to the vehicle. If the PRM prefers to go directly to the service area in front of the embarkation pier to carry out the fast check-in, they can make themselves recognisable by switching on their hazard lights and/or by placing an A4 sheet on the dashboard with the wording PRM, which it received during the booking process as an attachment to the ticket. Upon arriving on board, these vehicles are directed to the parking areas designated for them, located near the lifts or the reserved cabin. Ports of debarkation are also informed in advance of the presence of a PRM, but, before arriving at the destination, the Commissioner informs the agent of any need for shore transport.

In case of emergency, special attention/assistance is given to PRMs by dedicated staff. Specific, suitably equipped cabins are provided for the transport of PRMs. Dedicated PRM seats are reserved and indicated in the seating areas and at bars and restaurants. Dedicated PRM toilets are also provided in the common areas. To facilitate the accessibility of blind/visually impaired passengers, lifts are equipped with lighted keypad, audio and buttons to make it easier to reach the ship's decks. Tactile guides indicate the routes to the main services on board.

Passengers are free to declare themselves as PRMs once aboard. Notices and forms to be completed to request assistance are available at reception. The ship has wheelchairs.



8) Customer information

All information related to the Grimaldi Euromed passenger service is accessible through the following channels:

- Online at www.grimaldi-lines.com, available in Italian, English, Spanish, French and German
- Call Centre, also identified as the contact/booking centre, available from 8:00 to 22:00, 7 days a week, at +39 081 496 444 and via email at info@grimaldi.napoli.it
- Physical and online travel agencies
- Italian and foreign business offices and port agencies (ticket offices)
- Grimaldi Lines mobile app

It is also possible to access information about the trip:

- At the tourist office located near the port of departure
- Aboard the ship (with static information through posters and dynamic information through reception staff)

The Company's call centre is in-house. All operators answer in Italian and English, but communications can also be handled in Spanish, French, German and Arabic.

The company also uses the most modern and instantaneous channels of communication, preferred by young people in particular, such as Facebook (noticeboard and messenger), Instagram and Twitter.

The Company also communicates with direct customers and travel agencies via newsletter.

9) Service staff ability to relate to and communicate with users

When on duty or in the passenger area, Passenger Service staff wear their uniforms and identification badges in an orderly manner, paying the utmost attention to personal care. Customer relations are characterised by the utmost courtesy and helpfulness.

10) Service quality of transactions at the counter

Passengers can be welcomed at the Grimaldi Lines ticket offices located in the terminals, or directly in the service area in front of the ship's dock.

The ticket offices are all accessible to PRMs.

Inside the terminals, a large sign with the Grimaldi Lines logo makes it easy to see the Company's ticket windows, which are managed by bilingual staff (Italian and English) trained to have the best relationship with the public, precise, polite and patient, neat in their uniforms and wearing badges that make them easily recognisable.

The environment is always welcoming, travel information is accessible in two languages, including via monitors and/or signs, and there are dedicated PRM services in the terminals. Each ticket office has a dedicated PRM ASSISTANCE counter where it is possible to collect an assisted boarding sticker, which can be affixed to a vehicle.

MODAL INTEGRATION ENVIRONMENT AND SUSTAINABILITY



11) *Modal integration*

Schedules for maritime connections are also established taking into account the continuity of transport throughout the journey, i.e. allowing passengers to reach the port of departure and leave the port of arrival by means other than their own car.

In addition, in order to avoid any discontinuity and/or criticality during the journey, our website has the services offered by other companies which can be considered in connection with ours.

In particular, for each port of departure and arrival, we give users access to information on public and private means of transport to reach them, whether from other cities or within the same municipality. For example, we would like to point out that it will be possible to consult travel solutions that coincide with our passenger transport service through links to the websites of railway companies, bus companies, taxi companies, etc.

12) *Care for the environment*

In order to reinforce its commitment to conducting business in a sustainable manner, the Company is committed to contributing to the achievement of 9 of the 17 Sustainable Development Goals (SDGs) defined within the framework of the United Nations 2030 Agenda for Sustainable Development and which aim to decisively improve the living conditions of the world's population. Measuring sustainability KPIs allows the Company to measure its contribution to the identified UN goals.

In particular, the Company focuses on reducing pollutants in the air and in the sea. Below are the initiatives carried out by the Company that contribute to the achievement of the supported SDGs.

Climate change initiatives and the protection of sea and marine resources

The Company is committed to continuous research into advanced sustainable technologies such as engine exhaust gas treatment systems, ballast water treatment system, silicone paints which do not release biocides and harmful substances, a water filtration system to help remove microplastics in the Mediterranean. In order to continuously reduce its environmental footprint, the Company has invested in new environmentally sensitive technologies such as lithium batteries and solar panels.

Sustainable production and consumption models

A waste management system has been developed on board all Company ships, with waste recycling.

In order to raise passenger awareness of waste recycling on board, in 2021 the Grimaldi Group will continue its participation in MAREVIVO #EmergenSea programme, as well as its sponsorship of Nautici In Blu courses for environmental training in schools/nautical institutes.



Sustainable water management on board

The Company aims to improve the use of water on board ships, avoiding waste thanks to dedicated projects, such as the installation and implementation of osmosis systems installed to self-produce fresh water by desalinating seawater. In order to reduce the environmental impact of its activities, it constantly monitors the main negative externalities linked to its energy consumption, the production of emissions harmful to the environment and the generation of waste.

E) GRIMALDI EUROMED AND CUSTOMER/PASSENGER PROTECTION

Dialogue procedures between customer and company

Reports and suggestions are an important opportunity to learn the opinions of our passengers, enabling us to constantly monitor the quality of the services we provide and identify areas for improvement in order to meet our customers' expectations and needs. Passenger reports/complaints are handled by the Company in compliance with the provisions of European Regulation No. 1177/2010 and Annex A to ART Resolution No. 83/2019.

Passengers wishing to lodge a complaint in accordance with Regulation (EU) No 1177/2010 may submit it within two months from the date on which the service was provided or should have been provided. Within one month of receiving the complaint, the Company will notify the passenger that the complaint has been accepted, rejected or is still under consideration. The time taken to provide a definitive response to the complaint will not exceed two months from receipt thereof.

Complaints can be sent in Italian and/or English:

- by e-mail to customer@grimaldi.napoli.it
- by certified e-mail to grimaldieuromed@legalmail.it
- by ordinary/registered post to: Grimaldi Euromed SpA, via Marchese Campodisola n. 13, 80133 Naples, Italy.

The complainant can use the appropriate form, which can be downloaded from the Company's website, in the Complaints section, or send a communication containing at least the following:

- the user's identification details (name, surname, address), enclosing a copy of his or her identity document, and the identification details of their representative (if any), enclosing the power of attorney;
- identification information for the journey (date, time of departure, origin and destination) and for the transport contract (reservation code or ticket number);
- a description of the inconsistency of the service with requirements defined by European or national legislation and general conditions of carriage.

In the event of failure to respond to a complaint within the time limits set out above, where the complaint has been submitted in full and in the manner set out above, or where the response is deemed unsatisfactory, the passenger may:

- use the out-of-court dispute settlement procedure by initiating a conciliation procedure before the Chamber of Commerce of the passenger's place of residence and/or domicile;
- submit a second instance complaint to the Transport Regulation Authority. In the event of a delay in responding to the complaint, the passenger shall be entitled to automatic compensation as provided for in measure no. 5 of Transport Regulation Authority Resolution no. 83/2019.

TRIP CANCELLATION OR DELAYED DEPARTURE



Procedures and cases for refunds

The contract for carriage of passengers, their luggage and accompanying vehicles is governed, in particular, by EU Regulation no. 1177/2010, by the Athens Convention of 13/12/1974, as amended by the London Protocol of 01/11/2002, by the Italian Navigation Code, as interpreted in accordance with Italian law, as well as by any subsequent amendments to the aforementioned regulations and/or any new sector regulations.

Grimaldi Group S.p.A. acts as agent for the Carrier Grimaldi Euromed S.p.A., indicated on the ticket.

The carriage of passengers, their luggage and accompanied vehicles is also governed by the "Company's General Conditions of Carriage of Passengers", which the passenger can consult and which he or she accepts when purchasing a ticket.

Similarly, at the time of booking and/or purchasing the ticket, the passenger authorises the Carrier to process his/her personal data in accordance with the methods specified in the Privacy Policy and in compliance with EU Regulation no. 679/2016.

The company will promptly inform the Italian Ministry of Infrastructure and Sustainable Intermodality of any disruption in services on routes subject to public service obligations and will submit a report within 48 hours on the action taken to fulfil its obligations in the event of disruption.

Travel cancelled by the carrier or delay in departure

The Carrier guarantees full compliance with all obligations deriving from current legislation and, in particular, from EU Regulation no. 1177/2010 and the resolutions adopted by the Transport Regulation Authority.

If a journey is cancelled or delayed for more than ninety minutes with respect to the scheduled departure time, passengers can choose between:

- alternative transport to the final destination under similar conditions, as soon as possible and at no extra charge;
- reimbursement of the ticket price and, where appropriate, return, free of charge, to the first point of departure indicated in the transport contract, as soon as possible.

In the event of a cancellation or delay in departure, the Carrier will do everything in its power to assist the passenger in the best possible way. In particular, where due in accordance with EU Regulation No. 1177/2010, the Carrier offers a free snack and, if a stay is necessary and the delay is not due to adverse weather conditions, hotel accommodation.

In the event of a delay in arriving at the final destination, in the cases provided for by EU Regulation No. 1177/2010, the customer may make a claim for compensation through the channels indicated in the previous point. Compensation shall be calculated in relation to the ticket price actually paid by the passenger for the delayed passenger service. The delay is calculated according to the arrival time at the dock at the final destination compared to the scheduled arrival time. If the tolerance thresholds are exceeded, the relative compensation percentages are applied by the Carrier in accordance with current European Regulations. Financial compensation, if due, may be paid in the form of vouchers that can be used within one year of their issue. At the passenger's request, it may instead be paid in cash.

SERVICE DOWNGRADE AND TICKET CANCELLATION



Service downgrade

In the event that, due to unforeseen circumstances, the on-board accommodation or service provided does not correspond to what was sold, the Company shall reimburse the difference in price.

Cancellation of ticket by the passenger

Cancellation of the entire ticket or of certain items on the ticket (reduction in the number of passengers, cancellation of vehicle, accommodation, pets) must be communicated in writing to info@grimaldi.napoli.it, either directly or through the intermediary from which it was purchased (e.g. travel agency).

For special fare tickets, cancellation does not constitute a refund unless otherwise provided for in the conditions of the special offer.

For standard fare tickets, cancellation of all or part of the ticket entitles the passenger to reimbursement of the value of the cancelled items, subject to the following penalties:

- 10% of the value plus fixed charges up to 30 calendar days before departure;
- 30% of the value plus fixed charges from 29 to 7 calendar days before departure;
- 50% of the value plus fixed charges from 6 to 2 calendar days before departure;
- 100% of the value plus fixed charges from the day before and/or for no-show at embarkation.

For standard and special fare tickets, any pre-purchased services (meals, Naples-Civitatecchia round trip shuttle bus) are fully refunded if cancellation is made within 2 days of the departure date. In the event of a cancellation on or after the day before departure, there is no refund.

Requests for cancellation of a standard fare ticket will not be accepted if the ticket has already been subject to date, time and/or route changes twice.

No reimbursement is due for denied boarding due to refusal by the authority or lack/insufficiency of passenger or vehicle document.

It is possible to purchase the multi-risk insurance policy which, in the cases and within the limits set by the contractual conditions indicated in the Nobis Disclosure (available at www.grimaldi-lines.com), guarantees the reimbursement of the penalty applied if the passenger cancels the journey.

This is without prejudice to the application of the current provisions concerning the termination of the contract due to the unexpected impossibility of performance, as referred to in Article 88-bis of Italian Decree Law No. 18/2020.

TICKET CHANGES



Ticket changes by the passenger

Ticket changes are always possible and subject to availability. All changes, except changing departure (time, date and/or route), are free of charge and subject to possible fare adjustment. An additional change fee of €30 is due for a change in departure. A change of departure can be made up to 2 days prior to departure and only if simultaneously booking of a trip that is already available for sale.

Insurance cover for personal injury and property damage

The Company has third-party liability insurance policies issued by P&I Clubs, covering property damage and any accidents occurring during the journey. The Company also offers the ability to activate additional specific protection to cover medical expenses, damage to or loss of luggage, travel cancellation expenses and more.

F) PASSENGER RIGHTS AND DUTIES

The Company guarantees the following rights to citizens travelling within the territory using public transport services:

- travel safety and peace of mind
- continuity and certainty of service, including through rational integration between the various means of transport
- timely publication and easy availability of schedules that are (if possible) integrated and coordinated with the means of transport needed to complete the journey
- easy access to information on travel arrangements and fares
- adherence to departure times
- hygiene and cleanliness of vehicles and departure points; efficiency of support equipment and infrastructure. furnished waiting rooms (or areas) (heating, seats, toilets, etc.)
- recognisability of staff and their duties; easy location of staff during the journey
- correspondence of the services purchased and those actually provided (seat reservations, meals included in the ticket, additions, etc.)
- limitation of waiting times at counters through ad hoc communications and the opening of dedicated counters
- compliance with the provisions on no smoking in vehicles, on premises or in areas open to the public
- easy accessibility to the complaints procedure and fast response to complaints (not exceeding 30 days).

PASSENGER DUTIES

QUALITY AND THE CHARTER



The passenger must follow these rules:

- do not board transport without a ticket and/or reservation (if this is required)
- do not occupy more than one seat
- do not soil or damage walls, fixtures or furnishings
- respect no smoking signs
- do not behave in such a way as to disturb other people
- do not carry objects classified as harmful and dangerous without complying with the restrictions/indications established by the carrier
- do not trigger alarms or use any other emergency device except in the event of serious and imminent danger
- diligently comply with all requirements and formalities relating to security checks and customs practices
- scrupulously comply with the instructions and rules of service providers and the instructions received from operators
- use the transport infrastructure in accordance with the established rules—along with the rules of common courtesy—without in any way compromising travel safety and service levels for yourself and the other passengers.

G) QUALITY AND CHARTER

The implementation and certification of the quality and environmental systems in accordance with ISO9001:2015 and ISO14001:2015 have been a decisive strategic choice for the Company in terms of continuous improvement and increased competitiveness. These certifications have allowed the Company to face the market with a significant competitive advantage over its competitors, as it is better organised and able to "satisfy" the needs expressed by the customer and to correctly orientate itself in relation to environmental requirements.

Each person or organisational unit of the company has an active and conscious role in pursuing this objective and, in addition to understanding and implementing the company policy, actively supports it. The company's success depends on awareness and an attitude to operate at the "service of the Customer", whether external or internal, with a view to respecting the environment and preventing pollution.

In light of this, the Company's main objectives are:

- protecting the health and safety of passengers and crew;
- maintaining vessels at the highest level of maintenance and efficiency;
- ensuring customer satisfaction;
- preventing pollution, reducing discharges, waste and consumption of resources where possible, monitoring its environmental impacts in a controlled and systematic way and taking all appropriate measures to prevent or eliminate pollution;
- formulating objectives for continuous improvement of service quality and environmental performance;

QUALITY INDICATORS



- developing the education and training of all employees at all levels to promote and encourage all initiatives aimed at ensuring the quality of the services provided and protecting the environment, with the goal of continually improving the technical preparation and operational efficiency of on-board and on-shore personnel;
- adopting all possible countermeasures and strategies to avoid safety, security and cybersecurity threats/incidents.

The Company pays particular attention to the qualification processes for its suppliers, as required by the ISO9001 and ISO14001 procedures for the integrated quality/environmental management system. Suppliers are continuously monitored and evaluated. Partnering with suppliers is considered strategic in order to ensure the highest standards of quality and safety.

Suppliers are chosen in accordance with specific, highly selective processes aimed at excellence. As part of the supplier listing and qualification processes, the Company has established that ISO9001/ISO14001 certification of suppliers is preferred.

For supplies considered important for the provision of the public transport service, the Company uses suppliers with ISO9001 certification, while for supplies considered critical, the Company establishes specific agreements/quality plans with suppliers.

H) QUALITY INDICATORS

The company, with the goal of:

- pursuing continuous improvement of the quality of services offered to users;
- ensuring customer satisfaction by going beyond user expectations where possible;
- preventing potential user dissatisfaction/complaints, has identified the following quality indicators, which are measured/monitored, in order to provide factual data on which to base periodic reviews of the service charter:

QUALITY FACTOR	INDICATOR DESCRIPTION	UNIT OF MEASUREMENT	METHOD	DETECTION FREQUENCY	QUALITY STANDARD
Travel safety	Passenger accidents	% passenger accidents over total passengers	Statistical calculation	Continuous at each event	0,006%
	Passenger car accidents	% accidents / % passenger cars transported	Statistical calculation	Continuous at each event	0,0001%
	Audit results for safety management certificates	% successful audits over total audits	Statistical calculation	Annual	100%
	Ship class (Rina)	% max class ships / total ships	Statistical calculation	Annual	100%
	Overall perception of safety	Rating from 1 to 5	Periodic surveys through questionnaires	Bimonthly	

QUALITY INDICATORS



QUALITY FACTOR	INDICATOR DESCRIPTION	UNIT OF MEASUREMENT	METHOD	DETECTION FREQUENCY	QUALITY STANDARD
Passenger personal safety and safety of personal property	Cabin thefts	% thefts / total passengers in cabin	Statistical calculation	Continuous at each event	0,0001%
	Car thefts	% thefts / total passenger cars	Statistical calculation	Continuous at each event	0,0001%
	On-board garage area surveillance	% monitored areas / total areas	Company specifications	Annual	100%
	Overall perception of personal safety and safety of personal property	Rating from 1 to 5	Periodic surveys through questionnaires	Bimonthly	
Regularity of services and punctuality of vessels	Transport supply indicator %Rn	% number of journeys made / total number of journeys planned; number of journeys not made for outside reasons	Internal Monitoring System	Monthly	100% (excluding omissions due to causes not attributable to Grimaldi Euromed (weather conditions, strikes, technical causes not attributable to the company, etc.))
	Punctuality index % P	% On-time runs / Good-weather runs	Internal Monitoring System	Monthly	100% (excluding omissions due to causes not attributable to Grimaldi Euromed (weather conditions, strikes, technical causes not attributable to the company, etc.))
	Overall perception of service regularity and punctuality	Rating from 1 to 5	Periodic surveys through questionnaires	Bimonthly	
Cleanliness and hygienic conditions of vessels	Inspection visits by Maritime Health Authorities	% Successfully passed inspections / total inspections endured	Certifications	Every 6 months	100%
	Inspection visits by the authorities (NAS)	% Successfully passed inspections / total inspections endured	Certifications	Occasionally, according to authority decisions	100%
	Audits of the self-auditing system carried out by specialist companies	% Successfully passed inspections / total inspections endured	Certifications	Every 6 months	100%
	Penalties	Penalties carried out / Penalties planned	Certifications	Monthly	100%
	Cleaning cycles on the ship	Data collected on the basis of HACCP monitoring sheets -% interventions carried out / interventions planned -% interventions complied / interventions planned	Certifications	Monthly	100%
	Overall perception of cleanliness	Rating from 1 to 5	Periodic surveys through questionnaires	Bimonthly	
Travel comfort	On-board passenger accommodation	% of seats booked compared to maximum transport capacity	Booking list certification	Continuous on each journey	Max 100%
	Anti-roll stabilisation systems	% of ships with systems compared to total ships	Certification	Continuous	100%
	Overall perception of travel comfort	Rating from 1 to 5	Periodic surveys through questionnaires	Bimonthly	

QUALITY INDICATORS



QUALITY FACTOR	INDICATOR DESCRIPTION	UNIT OF MEASUREMENT	METHOD	DETECTION FREQUENCY	QUALITY STANDARD
Additional services	Availability of bars and TVs in public spaces	% ships with bars/TVs in public spaces compared to total ships	Company specifications	Continuous	100%
	Restaurant service	% of ships with restaurant services compared to total ships	Company specifications	Continuous	100%
	Other services (game room / children's playroom / kennels / pet cabins, etc.)	% ships with other services compared to total ships	Company specifications	Annual	100%
	Overall perception of the usability of additional services	Rating from 1 to 5	Periodic surveys through questionnaires	Bimestrale	
Services for disabled travellers (PRMs)	PRM services indicator %PRMs	No. of monthly trips accessible and usable by PRMs / No. of monthly scheduled runs accessible to PRMs	Statistical calculation	Annual	100%
	Dedicated PRM cabins with private facilities	% ships equipped with PRM cabins compared to total ships	Certification	Continua	100%
	PRM access to public areas and services	% ships with PRM access to public areas and services compared to total ships	Certification	Continua	100%
	Overall perception of service accessibility for PRMs	Rating from 1 to 5	Periodic surveys through questionnaires	Bimonthly	
Customer information	Information points at embarkation seaports	No. of seaports with information points / No. of seaports in total	Company specifications	Continuous	100%
	Other electronic information points (Internet) and company call centre	Functionality/usability of the company website and call centre	Company specifications	Continuous	100%
	On-board information points	% vessels with information points in relation to total number of vessels	Company specifications	Continuous	100%
	Overall perception of information usability	Rating from 1 to 5	Periodic surveys through questionnaires	Bimonthly	
Service staff ability to relate to and communicate with users	Recognition of on-shore / on-board reception staff	% staff with ID badge / total reception staff	Company specifications	Continuous	100%
	Presentability / decorum / friendliness of on-board reception staff	% uniformed reception staff / total reception staff	Company specifications	Continuous	100%
	Overall perception of reception staff	Rating from 1 to 5	Periodic surveys through questionnaires	Bimonthly	
Service quality of transactions at the counter	Use of computerised systems for issuing tickets	% of outlets with IT systems compared to total outlets	Company specifications	Continuous	100%
	Availability of dedicated ticket offices at embarkation points	% of seaports with dedicated ticket offices in relation to total seaports	Company specifications	Continuous	100%
	Accessibility of on-board check-in services	% ships equipped with on-board check-in services compared to total ships	Company specifications	Continuous	100%
	Overall perception of service quality of transactions at the counter	Rating from 1 to 5	Periodic surveys through questionnaires	Bimonthly	

QUALITY INDICATORS



QUALITY FACTOR	INDICATOR DESCRIPTION	UNIT OF MEASUREMENT	METHOD	DETECTION FREQUENCY	QUALITY STANDARD
Modal integration	Access to modal integration with other transport systems	% of seaports with access to total number of seaports	Direct surveys	Continuous	100%
	Overall perception of modal integration	Rating from 1 to 5	Periodic surveys through questionnaires	Bimonthly	
Attenzione all'ambiente	Results of IAPP-IOPP certification visits	% IOPP and IAPP certification visits passed / scheduled visits	Certification	Annual	100%
	ISO14001 environmental certification visit results	% ISO14001 certification visits passed / planned visits	Certification	Annual	100%
	Calculation of SOX equivalent emissions	% SO/CO emission reduction < 19	Statistical calculation	Annual	100%
	Overall perception of care for the environment	Rating from 1 to 5	Periodic surveys through questionnaires	Bimonthly	

I) INDEX OF REVISIONS

DATE	REVISION	CHAPTER/PARAGRAPH
01/06/2021	0	First Emission
16/09/2021	1	4,6



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Annex I
PRM ASSISTANCE

PROCEDURE BEGUN TO AWARD THE CONCESSION FOR THE PUBLIC SERVICE OF MARITIME
TRANSPORT OF PASSENGERS, VEHICLES AND GOODS BETWEEN NAPLES, CAGLIARI AND PALERMO
AND VICE VERSA

**PROCEDURE BEGUN TO AWARD THE CONCESSION FOR THE PUBLIC
SERVICE OF MARITIME TRANSPORT OF PASSENGERS, VEHICLES AND GOODS
BETWEEN NAPLES, CAGLIARI AND PALERMO AND VICE VERSA**
CIG: 8648427BB9 - CUP: D69J21000210001

ANNEX I

ASSISTANCE FOR PERSONS WITH REDUCED MOBILITY AND TRAINING

Foreword

The Concessionaire must carry out the necessary assistance intended to guarantee equal opportunities for passengers with disabilities and with reduced mobility travelling on board their ships, as well as guarantee, for the same purposes, that adequate training is provided to its personnel.

In compliance with the provisions of Italian Legislative Decree 52 of 8 March 2005, the Concessionaire must also implement all the measures established in the MIT Circular 10/SM and the relative annexes 1 and 2 (guidelines on technical provisions), file 151 of 4 January 2007, as well as the provisions of article 26 in Italian Presidential Decree 503/96 and the Ministry of Public Work Decree 236/1989.

ASSISTANCE IN PORTS

The tender assignee must establish the measures necessary to allow persons with disabilities and those with reduce mobility to:

1. Communicate their arrival at the port and request assistance;
2. Move from the entry area to the acceptance counter (if applicable) or the ship;
3. Carry out passenger and baggage registration formalities, if necessary;
4. Move from the acceptance counter (if applicable) to the ship;
5. Embark on the ship, using lifts, wheelchairs or other specific assistance as required;
6. Move from the door of the ship to their set or area;
7. Deposit and retrieve baggage on board;
8. Move from their seat to the ship door;
9. Disembark from the ship, using lifts, wheelchairs or other specific assistance as required;
10. Retrieve baggage (if necessary);
11. Move from the baggage claim area to the disembarkation area to a designated exit point;
12. Access a bathroom if required;
13. Guarantee a companion, if requested, can provide necessary assistance at the port and during embarkation and disembarkation;
14. Be able to use all necessary equipment for mobility, including electric wheelchairs;
15. Make use of temporary equipment to replace damaged or lost mobility equipment, bearing in mind that replacement with comparable equipment may not be feasible;
16. Enjoy assistance on the ground for recognised service animals, when appropriate;
17. Acquire necessary information in an accessible format for embarkation and disembarkation operations.

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ASSISTANCE ON BOARD SHIPS

The concessionaire must establish the measures necessary to guarantee:

1. transport of recognised service animals on the ship, in compliance with national regulations;
2. in addition to medical equipment, transport of a maximum of two pieces of mobility equipment per person with disability or with reduced mobility, including electric wheelchairs;
3. communication of essential information about the itinerary in accessible format;
4. the execution of all reasonable efforts in order to assign seats, on request, taking into account the needs of individual persons with disabilities or reduced mobility, in compliance with safety requirements and limited to that available;
5. if necessary, assistance for people to allow them to access bathrooms;
6. accommodation of any companions in seats near the person with a disability or reduced mobility.

DISABILITY TRAINING - DISABILITY AWARENESS

The Concessionaire ensures necessary training on disability for its personnel, particularly with reference to the following aspects:

1. Awareness of physical, sensory (hearing and visual), hidden and learning disabilities and appropriate treatment for passengers affected by these, including the ability to distinguish between the various abilities of individuals with reduced mobility, orientation or communication;
2. Barriers faced by persons with reduced mobility, including attitudes, environmental/physical and organisational barriers;
3. Recognised service animals, their role and needs;
4. Ability to deal with unexpected situations;
5. Interpersonal skills and communication methods for persons who are deaf, hard of hearing, visually impaired, suffer from language problems or are learning impaired;
6. General awareness of the guidelines issued by the IMO on designing and managing passenger ships to meet the needs of the elderly and disabled;
7. Ability to carefully handle wheelchairs and other mobility tools to avoid damage (for all personnel responsible for handling baggage).

TRAINING FOCUSED ON ASSISTANCE FOR THOSE WITH DISABILITIES

The Concessionaire ensures necessary training for personnel who directly provide assistance to persons with reduced mobility, particular with reference to the following aspects:

1. how to help wheelchair users get in and out of the wheelchair;
2. ability to provide assistance to persons with reduced mobility travelling with a recognised service animal, including the role and requirements of the animals;
3. techniques for escorting blind and visually impaired persons and for handling and transporting recognised service animals;
4. knowledge of the types of equipment which may be used to assist persons with reduced mobility and the methods for using the equipment;
5. use of equipment to provide assistance at embarkation and disembarkation and knowledge of appropriate assistance procedures at embarkation and disembarkation which protect the safety and dignity of persons with reduced mobility;

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6. sufficient understanding of the requirements for reliable and professional assistance, as well as awareness of the possibility that some passengers with disabilities may feel vulnerable during travel due to their dependence on the assistance provided;
7. knowledge of first aid and emergency techniques.

Annex L
SERVICE MONITORING AND REPORTING
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ANNEX L
SERVICE MONITORING AND REPORTING

Information system

The navigation company must provide itself with a procedure and information system for its operations, particularly with reference the specific information and content able to carry out the following functions:

1. Creation of a database (in csv.xls format or another format agreed upon with the Awarding Entity) which provides the following information for each crossing scheduled and/or carried out on the Naples-Cagliari and vice versa and the Cagliari-Palermo and vice versa route:
 - 1.1. Crossing identifier;
 - 1.2. Identifier for the ship which provided the service (name and IMO number);
 - 1.3. Scheduled departure time;
 - 1.4. Actual departure time;
 - 1.5. Schedule arrival time;
 - 1.6. Actual arrival time;
 - 1.7. Passengers transported, broken down into at least the following categories: ordinary, resident, other subsidised categories, workers transported free of charge, children aged 4-11 years;
 - 1.8. Prices paid by type of ticket sold (ordinary, resident, return, etc.);
 - 1.9. Total number of automobiles transported;
 - 1.10. Total number of buses/campers transported;
 - 1.11. Total number of motorcycles transported;
 - 1.12. Total number of commercial/industrial vehicles transported (number and linear meters), both paying and free of charge.
2. Keep daily accounts up to date relative to any discrepancies occurring in terms of crossings and/or ties with respect to the schedule service on the Naples-Cagliari and vice versa and the Cagliari-Palermo and vice versa routes, indicating the relative reasons for the same. These accounts must contain at least the following information:
 - 2.1. Crossing identifier;
 - 2.2. Reason for the discrepancy:
 - 2.2.1. Suspension ordered by public authorities
 - 2.2.2. Force majeure (to be specified)
 - 2.2.3. Personnel strike
 - 2.2.4. Strike by other group (e.g. mooring crew)
 - 2.2.5. Accident
 - 2.2.6. Ship damage
 - 2.2.7. Malfunction
 - 2.2.8. Lack of personnel
 - 2.3. Description of the discrepancy and/or replacement intervention:
 - 2.3.1. Crossing limited
 - 2.3.2. Crossing not performed
 - 2.3.3. Deviation (specifying the alternative route)
 - 2.3.4. Accompanying vessel or other vessel intervention (to be specified)
 - 2.3.5. Indication of time necessary to restore functioning

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- 2.3.6. Arrival Delay
- 2.3.7. Departure Delay
- 2.3.8. Departure in Advance
- 2.4. Size/Amount of the Discrepancy:
 - 2.4.1. Crossings not performed or added
 - 2.4.2. Hours of service not performed or added
 - 2.4.3. Minutes of departure delay/anticipation
 - 2.4.4. Minutes of arrival delay/anticipation

The figures pursuant to points 1 and 2 of this annex must be sent to the Awarding Entity on a monthly basis, within the first 10 days of the month following the reference month.

The Awarding Entity, which reserves the right to verify the accuracy of the information provided with that received from the relevant Port Authorities, has the right to request changes in the content, methods and frequency of transmission for the information contained in the Document above, as well as the right to request additional details regarding the format standard used to transfer the data to its information system.

Origin/Destination Survey (O/D)

The navigation company undertakes to carry out an Origin/Destination survey every twelve months regarding the flows of passengers and goods transported on the Naples-Cagliari and vice versa route and on the Cagliari-Palermo and vice versa route, using methods agreed upon with the Awarding Entity, to which the results are to be sent promptly.

Method of transmission

Data, information and results pursuant to this annex are sent from the navigation company, via Certified email to the email address [...]

Annex M
VERIFICATION OF ECONOMIC/FINANCIAL BALANCE
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ANNEX M
**VERIFICATION OF THE ECONOMIC/FINANCIAL BALANCE OF THE
CONCESSION ASSIGNED**

1. Regulatory periods and reference standards

In compliance with that established in Measure 18 of Annex A to ART Resolution 22/2019 and pursuant to article 18.3 of the Service Contract which this Annex constitutes an integral part of, the duration of the relevant concession assigned is 60 months, broken down into two regulatory period:

- I. *(month service starts)* 2021 — 31 December 2022;
- II. 1 January 2023 — 2026 *(month prior to the corresponding month in which service began in 2021)*.

The shorter duration of the first period is established in consideration of the greater uncertainties associated with traffic trends due to the Covid-19 health emergency, to allow for possible discrepancies between forecasts and actual traffic to be promptly considered, allowing the necessary adjustments in the Economic and Financial Plan (EFP) of the navigation company (NC) which is awarded the concession.

For the purposes of verifying economic/financial balance, the Concessionaire must send the reports pursuant to:

- a) article 18.2 of the service contract schedule, following the format found in Schedule 6 of Annex 1 to the cited Resolution, annually certified and reconciled with the annual financial statements;
- b) article 18.3 of the service contract schedule, following the format found in Schedule 3 of Annex 1 to the cited Resolution, with the aim of periodically verifying the EFP, at the end of each regulatory period. This documentation is to be accompanied by a report which, in addition to specifying the pertinent costs and revenues for each route, also illustrates any discrepancies and their relative causes with regards to that forecast for the same period, with the same degree of detail found in the EFP presented by the NC during the tender procedure.

These reports are also intended to support verification of whether the quality objectives proposed in the NC's technical offer were met, based on the methods outlined in Annex E to the Service Contract, to which reference is made.

The revision of the EFP by the NC is aimed at verifying the adequacy of the fee and updating the EFP for the subsequent regulatory period. At the end of each regulatory period, the Awarding Entity compares that forecast in the NC's EFP for the period in question with the final results, for the purposes of ascertaining any excessive or insufficient amounts with respect to that found in the EFP in question.

Additionally, at the end of the first regulatory period, the NC's EFP is updated for the next period, both based on the results of the above verification and any changes in the forecasts which originally served as the basis of the plan (e.g. forecasts relative to traffic, inflation, the cost of fuel, etc.).

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2. Verification of economic/financial balance in the first regulatory period

The first revision of the NC's EFP is planned to occur at the end of the first regulatory period, with reference to the financial year ending on 31.12.2022, so as to allow reconciliation of final data with the Company's annual financial statements.

Verification of the EFP relative to the period ending and revision of the EFP for the new regulatory period must, in any case, be formulated on the basis of provisional figures to be sent to the Awarding Entity by 30 September of the last year of the regulatory period, to allow for the necessary checks and the revision of the EFP for the new regulatory period by 31 December. Any differences between the provisional figures and the definitive data will be settled in the fee for the subsequent regulatory period.

The NC must document the economic/financial performance for the regulatory period coming to an end, compliant with form 3 of schedule 3 in Annex 1 to ART Resolution 22/2019, as in Table 1 below, comparing the results with:

- a) the same form presented in the tender EFP for the same years, in the case the verification refers to the first regulatory period;
- b) the EFP revised in accordance with section II of this document, for the second regulatory period.

Table 1 - Verification of fees

VERIFICATION OF FEES		I) INITIAL EFP			II) 2021-22 VERIFICATION			I) INITIAL EFP			II) 2023-25 VERIFICATION		
		2021	2022	A) 2021+2022	B) FINAL FIGURES 2021-22	C) A=A-B		2023	2024	2025	A) 2023-25	B) FINAL FIGURES 2023-25	C) A=A-B
A	OPEX												
A.1	Operating costs												
A.2	Administrative and general costs												
B	CAPEX												
B.1	Depreciation and amortisation												
B.2	Pre-tax profit												
C	REVENUE												
C.1	Revenues from transport												
C.2	Other revenue and income												
D	FEES (not discounted)												

The results of this comparison must be provided in an accompanying report which must illustrate in detail the trend of the variables in forms 1 and 2 of the same annex 1 to the Resolution and any differences with respect to forecasts, including the causes which led to these differences, following the detail criteria pursuant to the rules for the determination of the NC's EFP (Annex N "Preparation rules for the Navigation Company's Economic and Financial Plan - EFP").

If the company's business ranges beyond the scope of the services involved in this present tender, it is possible that part of the costs associated with the latter are shared with others which are not burdened by public service requirements. In this case, compliant with that established in EU regulations¹, quantification of costs pertaining to the service awarded must follow the net incremental cost criteria (or, symmetrically, avoidable costs) i.e. those which the company would not incur if it

¹ "The net cost [...] can be calculated as the difference between the net cost incurred by the service manager subject to public service requirements and the net cost or profit deriving to the manager in the absence of these requirements" (Decision of the Commission on the application of the provisions of article 106, paragraph 2, of the Treaty on the Functioning of the European Union to State aid in the form of public service compensation granted to certain undertakings entrusted with the operation of services of general economic interest (COM 2012/21/EU, art. 5.2).

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was not subject to public service requirements².

This applies above all:

- a) to costs deriving from activities carried out in ports, if these are terminals for navigation services provided by the same company but not included among those awarded (e.g. embarkation and disembarkation operations for passengers and goods, ticket offices, security, customer information, etc.);
- b) administrative and organisation costs and general expenses, also independent of the location of the services.

In these cases, when the EFP is being verified, ascertainment of costs which can be allocated to services with public service requirements will be done on the basis of the criteria above.

It follows that the accounting reports which the company will need to provide at the end of each regulatory period must indicate:

- (i) the allocation of costs shared between the various services provided;
- (ii) the criteria used to divide the same, with specific reference to respect for the incremental cost principle in attribution to the services subject to the requirements.

Any excessive or insufficient amounts identified from the comparison between the provisional EFP and the final EFP will be settled in the subsequent regulatory period, net of the risk spread which the NC is subject to, whether incurred or to its benefit.

The process of verifying the EFP reaching expiration essentially consists of a comparison between the contractual fee for the regulatory period and that due based on the final costs incurred during the same period, deducting ticket revenues, both net of the risk spread which applies to the company, whether incurred or to its benefit, as summarised in the Risk Matrix annexed to the Service Contract which will be signed by the Concessionaire. This comparison must also take into account amounts already paid to the NC during the regulatory period (see article 8).

At the end of each regulatory period, it will be necessary to identify any discrepancies between the forecasts contained in the relative EFP and the final data, relative to:

- a) total revenues
- b) total costs
- c) inflation recovery

Taking into account the fact that the service will begin during 2021 (indicated subsequently as year t), verification of differences between the revenues forecast by the NC in its EFP on one hand and, on the other, the final amounts, will refer to the portion of the year in which the services were effectively provided.

² This approach is compliant with that normally taken by a rational operator participating in a competitive procedure, who will formulate their fee request on the basis of the net incremental costs deriving from the fulfilment of the service requirements, where net incremental costs is understood to be the balance between revenues and costs, including the opportunity cost of the capital invested, which emerges due to the services subject to the requirements.

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a) Revenues

Given that, after the exceptions described in Annex G “*Price Plan*” and that specified below, price are kept constant in nominal terms within a regulatory period, the performance of the charters will be attributable solely to the trend of amounts transported. Consequently, verification of revenue differences will be done using the following equation:

(1)

$$\Delta R_{(t,t+1)} = \{\sum_t^{t+1} \{ [R^P(p) + R^P(a) + R^P(m)] + R^P(serv(p)) \} * (1 + \alpha) - \sum_t^{t+1} \{ [R^C(p) + R^C(a) + R^C(m)] + R^C(serv(p)) \} \}$$

where:

- t, t+1 the years or fractions of years in the first regulatory period (respectively 2021 and 2022);
- R(p), R(a), R(m), revenues from passengers, automobiles and other vehicles and goods, respectively;
- R^c, final charter amounts in t and t+1 and R^p charters forecast in the EFP reaching expiration;
- R^{c.serv} and R^{p.serv}, final revenues and forecast revenues for on board services and other sundry revenues;
- α , symmetric percentage of the spread for traffic and revenues, at constant prices, for on board services, either incurred or to the benefit of the NC, as established in the cited Risk Matrix, with a α and a positive value for R^c>R^p or with a negative value for R^c<R^p; it follows, that for the purposes of verifying the EFP reaching expiration, the sum of revenues envisaged in the same may vary within a percentage range in both +/- α , only for any excess percentage (α) positively or negatively offset by adjustments in the fee;
- $\Delta R_{(t,t+1)}$ is the positive or negative differential between final total revenues in t and t+1 and those forecast in the NC's EFP, corrected with reference to the spread cited above, utilised for adjustment in the next three year period, net of any cost variations pursuant to the equation (2).

Taking into account that established in Annex G “*Price Plan*” to the Service Contract, the following is specified relative to the trend in revenues:

- a) the components (R^p) of the equation (1) are given by the product on the quantities forecast in the NC's EFP and the prices proposed by the same in its offer;
- b) in any case, the NC is free to apply lower prices during the regulatory period than those initially proposed which would clearly - traffic being equal - reduce the value of the components R^c;
- c) If that in b) occurs:
 - I. any consequent lower takings are the full responsibility of the NC, as they are the consequence of a management decision made freely;
 - II. consequently, each of the components $\sum [R^P(p) + R^P(d) + R^P(m)]$ of equation (1) are multiplied by $(1 - T)$, in which T is the differential between the prices (for the categories of passengers, automobiles and goods) that the NC could have applied and the average of the lower price actually applied).

It should be specified that the risk spread pursuant to the above parameter α in equation (1) also applies to the impact, in terms of traffic demand subtracted, of the entry of other competing operators on the line; it follows that if this leads to a decrease in revenues which exceeds α , at constant prices, the Concessionaire will be indemnified through the fee for the excess portion.

Annex M
VERIFICATION OF ECONOMIC/FINANCIAL BALANCE
 PROCEDURE BEGUN TO AWARD THE CONCESSION FOR THE PUBLIC SERVICE OF MARITIME
 TRANSPORT OF PASSENGERS, VEHICLES AND GOODS BETWEEN NAPLES, CAGLIARI AND PALERMO
 AND VICE VERSA

It follows that:

- $+\Delta R_{(t,t+1)}$ = revenue deficit to be recovered through the fee for the subsequent regulatory period;
- $+\Delta R_{(t,t+1)}$ = revenue excess to be reversed through the fee for the subsequent regulatory period;

b) Costs

verification of cost differences will be done using the following equation:

$$\Delta CT = \{CT^C - [\sum CT^P + \sum CT^P * P' + \sum CT^P * \varepsilon + \sum CT^P * (\beta^C - \gamma) + \sum CT^P * \theta^Q + \sigma * \Delta K_{(t,t+1)}] + (\sum CT_{carb}^C - \sum CT_{carb}^P)\}$$

Specifically

(2)

$$\Delta CT_{(t,t+1)} = \sum_t^{t+1} CT^C - [\sum_t^{t+1} CT^P * (1 - P' - \varepsilon - (\beta^C - \gamma) - \theta^Q - \sigma * \Delta K_{(t,t+1)})] + (\sum_t^{t+1} CT_{carb}^C - \sum_t^{t+1} CT_{carb}^P)$$

in which:

- a) $\sum CT^C$: final total costs, excluding fuel costs, which are accounted for at current prices and hence incorporate any changes occurring in the prices;
- b) $\sum CT^P$: costs envisaged in the EFP reaching expiration, excluding fuel costs;
- c) $P' = (P_t + P_{t+1} + P_t * P_{t+1})$: cumulative scheduled inflation rate for t and $t+1$;
- d) ε , as in the risk matrix: any reduction in costs per unit of traffic, with respect to the NC's EFP, due to improvements in management efficiency, ($\varepsilon = 0$ per $[CT^P * (1 - P' - \varepsilon - (\beta^C - \gamma) - \theta^Q - \sigma * \Delta K_{(t,t+1)})] > \sum CT^C$);
- e) β^C , percentage parameter of the impact on costs for events outside of the manager's control, ($\beta^C > 0$ for negative events, $\beta^C < 0$ for positive events);
- f) γ , spread which the manager incurs/benefits from relative to costs outside of its control, as in the Risk Matrix ($\gamma = 0$ for negative events, $\gamma = 0$ for positive events);
- g) θ^Q , portion of changes in costs outside of the manager's control increasing/decreasing the fee;
- h) $\sigma > 0$, bonus parameter for exceeding the quality objectives proposed by the NC in its technical offer ($\sigma = 2\%$ and equal to 0 of these objectives are achieved), based on the methods illustrated in Annex E "Minimum Service Quality Conditions";
- i) k , changes in the fee due to variations ($CIN_{(t,t+1)}$) in average net invested capital with respect to the forecasts in the EFP_(t,t+1), where $k =$ remuneration rate for invested capital, equal to the ratio between the average remuneration forecast in the NC's EFP for the regulatory period ending and average capital invested in the same period; it follows that the variations k will be: (i) decreases, as an effect of amortisation/depreciation provisions allocated in t and $t+1$ and (ii) increases, as an effect of any new investments which begin operating in the same period;
- j) CT_{carb}^C = final price of fuel*miles effectively travelled;
- k) CT_{carb}^P = price of fuel indicated in the EFP reaching expiration*miles envisaged in the same.

Annex M
VERIFICATION OF ECONOMIC/FINANCIAL BALANCE
 PROCEDURE BEGUN TO AWARD THE CONCESSION FOR THE PUBLIC SERVICE OF MARITIME
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 AND VICE VERSA

Meaning:

- $+\Delta CT_{(t,t+1)}$: greater costs to be recovered with the fee for the subsequent regulatory period;
- $\Delta CT_{(t,t+1)}$: lower costs to be reversed with the fee for the subsequent regulatory period.

The subtraction between (1) and (2) gives rise to a possible difference between the total fee paid in the regulatory period, equal to that proposed in the relative NC EFP, and that due:

$$\Delta S_{(t,t+1)}^T = \Delta CT_{(t,t+1)} + \Delta R_{(t,t+1)} - Q_{(t,t+1)} \quad (3)$$

in which:

- $+\Delta S_{(t,t+1)}^T$: insufficient amount to be recovered in the subsequent period;
- $-\Delta S_{(t,t+1)}^T$: excess amount to be reversed in the subsequent period;
- $Q_{(t,t+1)}$: portion of the amount of penalties for any non-compliances with the quality objectives if not already paid by the NC to the AE during the regulatory period.

Finally, if during the course of a regulatory period fuel prices increase by more than 10% with respect to that estimated in the provisional EFP, the NC may ask the AE for a provisional adjustment of the fee, to be verified at the end of the period in question in compliance with that illustrated above.

3. Updating of the EFP in the second regulatory period

The updating of the NC's EFP in the subsequent regulatory period must take into account:

- a) the results of the verification of the previous EFP relative to any amounts to be settled;
- b) the update of the prices for the new regulatory period, considering inflation for the years t and $t+1$;
- c) any expected variations in net invested capital with respect to the forecasts in the NC's EFP;
- d) any expected changes in the forecast structure, which will exceed the risk spread for traffic and costs to be borne by the NC, pursuant to the parameters and in the previous section.

If, as is assumed in equation (3) above, the settling done to recover inflation for the previous three year period is borne by the fee for the new EFP, the referenced equations are updated as follows:

$$T(p)_{(t+2..t+5)} = T(p)_{(t)} * [(1 + P_t) * (1 + P_{t+1})] = T(p), \text{ constant during the new regulatory period (See Annex G "Price Plan")} \quad (4a)$$

$$T(a)_{(t+2..t+5)} = T(a)_{(t)} * [(1 + P_t) * (1 + P_{t+1})] = T(a), \text{ idem} \quad (4b)$$

$$T(m)_{(t+2..t+5)} = T(m)_{(t)} * [(1 + P_t) * (1 + P_{t+1})] = T(m), \text{ idem.} \quad (4c)$$

in which $t+6$ and the portion for year 2026 for completion of the 60th month of the concession.

$$S_{(t+2)}^T = S_{(t+2)}^P + \Delta S_{(t,t+1)}^T + CT_{(t+2)}^P * [(1 + P_t) * (1 + P_{t+1})] \quad (5)$$

in which:

- $S_{(t+2)}^T$ is the fee established in the NC's new EFP for the year $t+2$;
- $S_{(t+2)}^P$ is the fee established by the NC's tender EFP for the year $t+2$;

Annex M
VERIFICATION OF ECONOMIC/FINANCIAL BALANCE
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 AND VICE VERSA

- $\Delta S_{(t,t+1)}^T$ is the settlement, positive or negative based on insufficient or excess amounts in the previous period, as determined by equation (3) in section I, to be applied to the fee for year $t+2$;
- $CT_{(t+2)}^P * [(1 + P_t) * (1 + P_{t+1})]$, total costs revalued (excluding fuel costs)
- for inflation in the first regulatory period.

$$S_{(t+3)}^T = S_{(t+3)}^P + \Delta S_{(t,t+1)}^T + Q_{(t,t+1)} + \Delta S_{(t,t+1)}^{(t,t+1)} + CT_{(t+3)}^P * [(1 + P_t) * (1 + P_{t+1})] \quad (6)$$

in which:

- the component $\Delta S_{(t,t+1)}^T$ of (5) is added to the fee forecast in the NC's tender EFP for the year $t+3$;
- $Q_{(t,t+1)}$ is the penalty for non-compliance with quality objectives, already deducted from $\Delta S_{(t,t+1)}^T$;
- the component $\Delta S_{(t,t+1)}^{(t,t+1)}$ refers to the settlement deriving from any differences in the provisional and definitive figures for the previous regulatory period, as indicated in section I.

At the end of the second regulatory period, the relative EFP is verified as in section I and settlements are calculated based on equations 1, 2, 3 and 5.

PROCEDURE BEGUN TO AWARD THE CONCESSION FOR THE PUBLIC SERVICE OF MARITIME TRANSPORT OF PASSENGERS, VEHICLES AND GOODS BETWEEN NAPLES, CAGLIARI AND PALERMO AND VICE VERSA WITH PUBLIC SERVICE REQUIREMENTS FOR MARITIME TERRITORIAL CONTINUITY

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PREPARATION RULES FOR THE NAVIGATION COMPANY'S ECONOMIC AND FINANCIAL PLAN (EFP)

(This document will become Annex N to the Service Contract)

INTRODUCTION

With this document, "Preparation Rules for the Navigation Company's Economic and Financial Plan (EFP)", the Awarding Entity (AE) provides the Navigation Company (NC) with the elements to define the content, completion methods and all other aspects relative to the development of the service project proposal.

This document consists of the following sections:

- I. Guidelines for preparation of the EFP by companies participating in the tender procedure;
- II. Instructions on details;
- III. Causes for exclusion of bids.

Consistent with the regulations in effect, with particular reference to Schedule 2b of Annex 1 to ART Resolution 22/2019, the AE makes the following types of information available to NCs participating in the tender procedure:

- 1) Fees and costs (Annex 7.1)
- 2) Risk Matrix (Annex 7.3)
- 3) Price Plan (Technical Specifications)
- 4) Infrastructure (Technical Specifications)
- 5) Context Information (Technical Specifications)
- 6) Transfer of Personnel (Annex 8)
- 7) Service (Technical Specifications)
- 8) Demand (last three-year period) (Market Testing)
- 9) Traffic Revenues (last three-year period) (Market Testing)
- 10) Ships, Characteristics and Minimum On Board Equipment (Technical Specifications)

The following is supplemented by the provisions contained in Annexes L and M to the Service Contract Schedule, with regards to the monitoring, verification and periodic revision of the EFP prepared by the Concessionaire NC.

I. GUIDELINES FOR PREPARATION OF THE EFP BY COMPANIES PARTICIPATING IN THE TENDER PROCEDURE

The NC's EFP must be based on the principles of pertinence, causality, objectivity, proportionality, transparency and comparability over time and must be prepared on an accrual basis relative to the year of reference.

The PEF must be prepared in accordance with the predefined standardised structure (PSS), in Excel format (Annex 7.1 to the Regulations).

Calculation of indicators is already established in the AE's PSS to avoid differences in the application of the formulas by the NCs.

The PSS must be delivered together with the Explanatory Report, entirely completed, and is considered an integral and substantial part of the project proposal. Input data and methodologies used for estimates must be justified in the explanatory report provided by the NC.

The explanatory report must provide an explicit description of the analysis, methods and rationales used in the NC's preparation of the estimates contained in the PSS, annexing documents which demonstrate the sources used for the same. Descriptions must be exhaustive and make it possible to evaluate the extent to which the data utilised and results achieved are reliable and realistic. A similar report must be produced by the Concessionaire NC at the end of each regulatory period, to allow comparison of the detailed forecast data and the final data.

General instructions

- a) In line with that established in the ART Resolution, Annex A, Measure 18, during the concession period, the NC's EFP will be subject to revision at the end of each regulatory period and start of the subsequent period.
These periodic revisions have a dual purpose: (i) providing an account of the economic/financial performance relative to the period ending; (ii) revising the EFP for the new regulatory period.
- b) In the preparation of the NC's EFP for the tender procedure, the prices and rates are assumed to be constant for the entire duration of the concession, in line with the criteria followed by the AE to establish the starting price.
Updates to prices and rates will be taken into account during the revision pursuant to point a), and its impact will be taken into account when updating the fee for the subsequent regulatory period, as illustrated in Annex M to the Service Contract Schedule.
- c) Ticket revenues will be recognised net of port fees incurred by customers.
- d) The AE's EFP is based on the assumption that the Concessionaire makes use of ships it owns, without prejudice to the ability of the NC to make use of chartered ships, provided that the transport capacity, accommodation types, comfort and performance are compliant with that established in the specifications and are not of an age which exceeds the amount established in the same.
It follows that in the case the NC opts entirely or partially for chartering, it must recognise:
 - (i) the rent in the item ship rental expense, or the amortisation/depreciation rate in cases of (iii) as below;
 - (ii) in the case of a *wet lease*, the cost of personnel in item B.1.1. of the same schedule;
 - (iii) when accounting standard IFRS 16 applies, the value of the right of use under item B.1. of schedule 2.

II INSTRUCTIONS ON DETAILS

Below is information on the preparation of schedule 1 relative to the Management Income Statement and of schedule 2 on net invested capital for regulatory purposes. Please also refer to the PSS for the completion of the same and for schedules 3, 4 and 5.

Schedule 1 - Management Income Statement

Please see the income statement schedule in the PSS. Below is a description of the main cost and revenue items, as listed below.

<i>Ref.</i>	<i>Schedule 1 - Management Income Statement</i>
A	REVENUE
A.1	<i>Revenues from transport</i>
A.1.1	Passenger charter
A.1.2	Automobile charters and other accompanying items
A.1.3	Charters for goods
A.2	<i>Other revenue and income</i>
A 2.1	On board services
A 2.2	Ship rental income
A 2.3	Sundry revenues
B	OPERATING EXPENSES
B.1	<i>Operating costs</i>
B1.1	Crew (net of tax breaks pursuant to Italian Law 30/1998)
B1.2	Fuel and lubricant consumed
B1.3	Spare parts and other materials consumed
B1.4	Ship port services
B1.5	Maintenance services
B1.6	Acquisition and traffic
B1.7	Ship rental expense
B1.8	Insurance
B1.9	Passenger, vehicle and good transport security
B1.10	Other costs
C	<i>Administrative and general costs</i>
C.1	On-shore personnel
C.2	Services
D	<i>Other operating expenses</i>
E	GROSS OPERATING INCOME (EBITDA)
F	<i>Provisions*</i>
G	<i>Use of provisions pertinent to the service</i>
H	<i>Depreciation and amortisation</i>
H. 1	Intangible fixed assets
H. 2	Tangible fixed assets
L	OPERATING PROFIT (LOSS)

Revenues from transport:

Definition: *Passenger charters [item a.1.1] Automobile charters and other accompanying items [item a.1.2] and Charters for goods [item a.1.3].* These items include any advance sales and reservation fees. Charters for goods are recognised before any rebates and net of port rights incurred by customers.

Recommendations - explanatory note: Distinguish between revenues for subsidised and ordinary passengers, also on a seasonal basis, indicating for each type the amounts transported and prices applied.

Other revenue and income:

Definition: On board sales and services [*item a.2.1*]: food service contract, shop supplies, and supplies for catering companies net of acquisition costs.

Recommendations - explanatory note: Indicate estimated revenues broken down by type. If these services are entirely or partially supplied through outsourcing, the relative revenues are quantified as if they were services directly managed by the NC.

Definition: [*item a.2.3*]: fees applied to port fees, penalties for tickets reimbursed, fees for tickets sold on board, compensation for the sale of advertising space on board (net of any costs incurred), other.

Costs:

Definition: Crew [*item b.1.1*]: Costs relative to wages, social security and insurance costs (net of tax breaks pursuant to Italian Law 30/1998), severance indemnities [TFR] and other personnel costs (food and hotel services for the crew, travel and mission expense, training, uniforms, embarkation agreements, etc.).

Recommendations - explanatory note: Specify the number of crew used on a seasonal and annual basis; the number of FTE utilised, the structure of the crew by type of personnel and any differences with respect to crewing tables; average FTE cost all inclusive for on board personnel, including any salary increases expected during the concession; the total cost, broken down between high and low season. If on board services are managed directly by the NC, that pertaining to the same should be shown separately within crew costs, with the details as above. If these are provided through outsourcing, the costs are recognised under services. In the case of partial use of equipped leasing, training for the NC's own crew and that utilised through the lease should be indicated separately in the above items.

Definition: Fuel and lubricant consumed [*item b.1.2*] Costs for fuel and lubricants, including the relative accessory costs (transport and fire prevention).

Definition: Spare parts and other materials consumed [*item b.1.3*] Spare parts and other materials consumed for on board services.

Definition: Ship port [*item b.1.4*] Expenses relative to mooring and docking of ships. More specifically, this mainly refers to the following costs: piloting, mooring, unmooring, port fees, other navigation costs and fees paid to port agencies in their role as shipping agencies.

Recommendations - explanatory note: Specify the costs item by item on an annual basis, broken down by port.

Definition: Maintenance services [*item b.1.5*] Purchases and supplies of services to maintain the ships and keep them in the same class, as well as those for moving equipment and any malfunctions, net of insurance indemnities.

Recommendations - explanatory note: Specify maintenance costs distinguishing between those applying to each individual ship.

Definition: Traffic Acquisition [*item b.1.6*] Costs incurred to acquire passenger and automobile traffic: commissions, other agency fees, call center and digital sales network costs, advertising, any losses on receivables due from travel agencies and offices, etc.

Costs for acquisition of commercial vehicle traffic: commissions, rebates, sundry agency fees, advertising, any losses on receivables due from loaders, etc. Costs directly linked to management of passenger and automobile traffic: costs for other on board services (food service supplies, other materials to maintain food service equipment, etc.), as well as all other expenses relative to passenger transport (insurance, tickets, time tables and brochures). This item also includes costs for indemnities and complaints. Costs directly linked to management of goods traffic, costs for loading policies, and other expenses relative to management of port areas, costs for indemnities and complaints. Port rights incurred by customers are excluded as these are not recognised under revenues. Indicate costs for embarkation and disembarkation of passengers, automobiles and goods, indicating operations carried out with own personnel (to be indicated separately under the personnel costs item) and those outsourced (to be indicated under services).

Definition: *Ship rental expense [item b.1.7]* fees paid to lease ships as a function of the time effectively utilised, including maintenance time per unit.

Recommendations - explanatory note: Rental expense is to be indicated when IFRS 16 does not apply, distinguishing between those pertaining to each ship.

Definition: *Insurance [item b.1.8]:* Premiums for insurance coverage of ships relative to ordinary navigation risks, ordinary and extraordinary risks of war, for civil and crew liability, as well as premiums for insurance coverage of moving equipment.

Recommendations - explanatory note: Specify the various types of insurance coverage and the relative beneficiaries, distinguishing between those pertaining to each ship.

Definition: *Passenger, vehicle and good transport security [item b.10]:* Operating costs relative to safety and security for the public service.

Definition: *On shore personnel [item c.1]:* Costs relative to wages, charges, severance indemnities, personnel loaned by third parties and other on shore personnel costs (travel and mission expenses, training, etc.).

Recommendations - explanatory note: Specify the nature and number of FTE utilised on a specific line and those utilised as a whole on other lines served, the average unit cost, and the type of position, by port and for cost allocation.

Definition: *Amortisation/Depreciation [item H]:* Cost relative to the portion of amortisation/depreciation of tangible and intangible fixed assets.

Recommendations - explanatory note: Specify the portion of amortisation/depreciation pertaining to each ship.

Schedule 2 - Net invested capital for regulatory purposes

Schedule 2 - Net invested capital for regulatory purposes	Ref. article 2424 of the Italian Civil Code
Assets attributable to public service activities	
Intangible fixed assets	B) I)
Research, development and advertising costs	B) I) 2)
Industrial patent rights and rights to make use of intellectual property rights	B) I) 3)
Concessions, licenses and brands	B) I) 4)
Others	B) I) 7)
Tangible fixed assets	B) II)
Plant and machinery *	B) II) 2)
Industrial and commercial equipment	B) II) 3)
Other assets	B) II) 4)
Inventories	C) I)
Receivables from customers - Trade receivables [charters for goods]	C) II) 1)
Receivables from others - Receivables from line agencies and travel offices	C) II) 5 quater)
Payables to suppliers	D) 7)
NET REGULATORY CAPITAL INVESTED	
Cash and cash equivalents	C) IV)
OPERATING WORKING CAPITAL	

*the item plant and machinery includes ships acquired through leasing to be attributed on the basis of accounting standard IFRS 16 when the lease in question presents the features identified in IFRS 16.

The residual book value of tangible and intangible fixed assets, inventories and net trade receivables are included when calculating net invested capital.

This must be constructed following the format contained in Schedule 2 of the ART Resolution and the predefined schedule in the PSS, in accordance with the criteria and descriptions provided below.

Intangible fixed assets are specified by individual item and recognised at the residual book value, net of amortisation.

Tangible fixed assets owned by the NC are specified by individual item, distinguishing between those pertaining to each ship. They are recognised at their residual book value, net of depreciation calculated and may also include capitalisation for work. Effects deriving from the application of any revaluation laws are excluded. Assets can be included in net invested capital as of the date on which they begin operating. Fixed assets only partially utilised in the service involved in the concession (e.g. additional ships during times of higher traffic, reserve ships) are recognised on a pro-quota basis during the period of use, including those destined for periodic maintenance operations. Assets acquired during the course of the concession can be included after the congruence of their value has been assessed by the AE.

Assets are not revalued each year by the NC in the EFP, taking into account, in this sense, that this occurs during the periodic review of the EFP during the concession (see Annex M to the Service Contract Schedule).

Inventories are recognised at their carrying amount.

When determining net trade receivables (receivables from customers or intermediaries - payables due to suppliers or intermediaries):

- (i) the amount of receivables is allowed within the limit of 25% of revenues;
- (ii) if net receivables are negative, they are considered as zero.

Assets included in net invested capital are calculated at their average value for the year, determined as the average between their value at 01.01 and 31.12 each year.

III CAUSES FOR EXCLUSION OF BIDS

On penalty of exclusion, the EFP must be presented using the PSS in which:

1) $VAN^{IN} < VAN^{EA}$

in which:

- VAN^{IN} is the discounted value of the series of annual fees requested by the NC;
- VAN^{EA} is the discounted value of the fees calculated by the AE.

2) $TIR = wacc = 5.32\%$

3) Full consistency between the EFP and the bid, expressed as a percentage below the starting price.

4) Correspondence between that indicated in schedules 1 - 5 and the details for that transported, revenues and costs as in section II.

5) Consistency between the figures indicated in schedules 1 - 5.

6) Correspondence between the details of traffic and costs pursuant to section II and the content of the technical offer.



FRANCESCA AIELLI
MINISTRY OF
INFRASTRUCTURE AND
TRANSPORT 26.02.2021
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MINISTRY OF INFRASTRUCTURE AND TRANSPORT
General Office for Supervision of the Port Authorities, Port Infrastructure, Maritime Transport and Internal Waterways

CONCESSION FOR THE PUBLIC SERVICE OF MARITIME TRANSPORT OF PASSENGERS, VEHICLES AND GOODS BETWEEN NAPLES, CAGLIARI AND PALERMO AND VICE VERSA

Instructions for preparing the schedules which make up the EFP for the tender procedure

By using this predefined standardised structure (PSS), each Navigation Company (NC) demonstrates the economic and financial sustainability of their bid. Schedules 1 - 4 ("Management Income Statement", "Net invested capital for regulatory purposes", "Fee Calculation" and "Regulatory Financial Plan") are used both by the AE to define the starting price for the fee and by the NC to calculate its economic offer; the latter also utilises Schedule 5 ("Regulatory Financial Report"). Schedules 1 - 5 makes up the EFP for the tender procedure. These schedules are developed for a duration of 60 months. The objective of schedule 1 is to calculate the portion of typical management costs incurred to comply with the public service requirements. The objective of schedule 2 is to determine Net Invested Capital for Regulatory Purposes to which the WACC is applied to calculate reasonable profit. The objective of Schedule 3 is to determine the fee for the entire duration of the contract. The objective of Schedule 4 is to verify financial equivalence between expected revenues and expected permitted costs (VAN REVENUES = VAN COSTS) The objective of Schedule 5 is to evaluate the evolution of the financial situation (liquidity and solvency) during the period during which the service contract is effective.

Fees and costs

Schedules 1 - 4

Schedule 5

OMISSIS