

(to be copied up on Tenderer's letterhead)

"TENDER REGULATIONS AND CONDITIONS ACCEPTANCE" FORM

Procedure for award of the contract for _____

Tender reference no. _____

The undersigned Firm/Company _____

_____ with registered office and

residence for tax purposes in _____

tax code _____

VAT no. _____

telefax no. _____ tel. no. _____ e-mail _____

represented by (legal representative or special attorney)

born in _____ on _____

and residing in _____

with reference to the above procedure

REPRESENTS THAT

- a) it accepts, fully and without any reservations, all the regulations and conditions contained in the Invitation To Tender Ref. no. _____ issued on _____ (hereinafter "ITT") and is acquainted, further to the site inspection as per the report signed on _____, with the local conditions and the general and particular circumstances which may have influenced the determination of contractual conditions and which may affect the execution of the activities; also, it has deemed the above regulations and conditions remunerative as a whole and appropriate for the preparation of the Tender;
- b) it has taken into account, in preparing the Tender, any increases due to rise in prices that may occur during performance of the contract, hereby renouncing any claim or exception in this regard;
- c) it undertakes to maintain the Tender valid and binding for the period of time specified in the ITT;

- d) it has viewed COMPANY's notice regarding data processing pursuant to art. 13 of Legislative Decree no. 196 of 2003, and accepts that personal data may or will be processed for corporate data reporting purposes, as described in the aforesaid notice;
- e) it undertakes to comply with the applicable provisions concerning personal data protection, in respect of personal data of its employees and any subcontractors, and indemnify and hold COMPANY harmless from any and all losses, damages and liabilities resulting from failure to comply with the said provisions;
- f) it has acknowledged, also on behalf of the Directors of the Firm/Company represented, the contents of the Eni Guidelines on the Protection and Promotion of Human Rights and the Eni Code of Ethics, also in relation to Section II paragraph 4 "Relations with clients and suppliers"; in particular, it accepts that the remuneration to be paid shall be proportionate solely to the activities to be carried out under the contract and that payments shall be made by COMPANY exclusively to the counterparty, in the countries of the parties' incorporation or in the country where the contract is performed, as specified in paragraph 4.2 "Suppliers and external collaborators";
- g) it undertakes, also on behalf of the employees and officers of the Firm/Company represented, to abide strictly by the principles of the aforementioned Code of Ethics and Guidelines, in respect of all contractual relationships, present or future, between the said Firm/Company and COMPANY;
- h) it is acquainted with the rules in force regulating the administrative responsibility of legal entity, and, more specifically, with the provisions of Legislative Decree of 8 June 2001, No. 231 and the document "Model 231", drawn up by COMPANY;
- i) it treats all the information contained in the ITT and the Tender Documents, or however obtained during the tender process, as strictly confidential, and undertakes to keep it as such and not disclose it or communicate it to non-authorized persons, as well as to take all reasonable and practicable steps to ensure and protect the confidentiality thereof and not to disclose the existence or content thereof to any other person, except to COMPANY's units and people in charge;
- j) it refrains from exploiting any information supplied by COMPANY and from making copies or extracts or summaries thereof for any purposes other than those connected with the tender process and submission of relevant Tender;
- k) it is acquainted with COMPANY's Management System Guideline for Anti-Corruption and subsequent amendments (available on the website www.eni.com), which provide for behaviour rules to be complied with by COMPANY's personnel;
- l) it undertakes, also on behalf of the members, directors, employees and agents of the Firm/Company represented, to strictly comply with the provisions of Legislative Decree Legislative Decree No. 231 of June 8, 2001 and the applicable Anti-Bribery regulations (Italian Penal Code, US Foreign Corrupt Practices Act, Bribery Act, other public and commercial regulations against corruption in force worldwide and international anti-corruption agreements such as the OESD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the United Nations Conventions against corruption); in particular, it undertakes to abstain from offering, promising, giving, paying or accepting, directly or indirectly, any Public Officials' and/or private parties' request for gifts, or authorizing anyone to give or pay, directly

or indirectly, any sums, other benefits or advantages or anything of value to or for a Public Official and/or private parties in breach of the above regulations;

- m) in particular, it refrains from paying any commissions, fees or granting any rebates to any employees or officers of COMPANY; from entering into any business arrangements with employees or officers of COMPANY likely to result in conflicts of interest between their private financial activities and their part in the conduct of COMPANY business; from engaging in any outside interest or activity likely to detrimentally affect, or conflict with, COMPANY's best interests; from favouring any employees or officers of COMPANY with gifts, transportation, entertainment or any other non-monetary favours or gratuities that are of more than nominal value or that might be construed to exceed customary courtesies extended in accordance with accepted ethical business standards;
- n) no conflict of interest under Section III, paragraph 1.1 "Conflicts of interest" of the Eni Code of Ethics exists between the undersigned Firm/Company - and/or between its controlling companies or subsidiaries - and Eni S.p.A. and/or its subsidiaries or that the following situation of conflict of interest exists (*indicate exactly the situation of conflict of interest, even potential, between the Firm/Company - and/or between its controlling company and/or subsidiary - and Eni S.p.A. and/or its subsidiary*): _____

- o) it is/it is part of the Public Administration.
or, alternatively

it is not/it is not part of the Public Administration.

"Public Administration" means any body, office or entity, either central or local, public official or civil servant exercising legislative, judicial and administrative powers or duties for the purpose of administering the public interests.

- p) In case of award of the contract, CONTRACTOR/SUPPLIER undertakes:

- in case of subcontract, to submit the above declarations (from point d) to point o) also in respect of any subcontractors;

- in case of "subcontratto":

a. to obtain from the "subcontraente" the above declarations (from point d) to point o)

b. to make the relevant verifications on the declarations before commencement of the activities under the "subcontratto"

c. to guarantee that the "subcontraente" continues to meet the requirements during the term of the "subcontratto".

- q) In relation to the tender procedure pursuant to the ITT and/or the project to which the relevant contract refers and/or the country where the contract shall be performed in whole or in part,

it has not entered into any consultancy, agency, intermediary agreement or other contract, howsoever named, which provides assistance and/or support to the business and/or activities of the undersigned Firm/Company

or, alternatively

it has entered into a consultancy, agency, intermediary agreement or other contract, howsoever named, which provides assistance and/or support to the business and/or activities of the undersigned Firm/Company, with the following Company/Firm/Individual [*specify the name of the said consultant, agent, intermediary or contractor and registered office*]. The aforesaid contract covers the following activities [*describe scope of work*]:

Place and date

(signature of person making declaration)