

TotalEnergies OneTech

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UNIVERSITY OF PALERMO

**Contribution to the Construction of thermal
restrictions on the Marsili Volcano**

Réf. TEOT: CT00000672

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**Contract for the contribution to the construction of thermal restrictions on the Marsili
Volcano**

TotalEnergies OneTech Réf. CT00000672

Between:

TotalEnergies OneTech, a company registered in France under number 844 435 883, having its registered office at 2 Place Jean Millier, La Défense 6, 92400 Courbevoie, France, hereinafter designated "**TEOT**",

And:

Department of Earth and Marine Sciences - University of Palermo, with registered office in Via Archirafi 22, 90123 Palermo, Fiscal Code 80023730825, represented by Prof. Attilio Sulli, in his capacity as pro-tempore Director of the Department, hereinafter designated "**CONTRACTOR**".

TEOT and CONTRACTOR are referred to hereinafter as "PARTIES" or in the singular as "PARTY".

WHEREAS:

- TEOT belongs to the upstream branch of the TotalEnergies SE group of companies and possesses knowledge and design experience in the DOMAIN as defined below;
- As part of the R&D project, E3 (Earth Energies & Environment), TEOT is investigating the possibility of generating electricity at the offshore site of the Marsili volcano (or an equivalent thermal source in the Tyrrhenian Sea), as well as carbonating CO₂ in basalt;
- In this particular case, TEOT needs to evaluate the thermal power and the existence of the Marsili volcano's magmatic chamber. To do this, a critical review of existing geophysical and geological data, including seismic, morphological, petrological, magnetic, gravity, heat flow and conductive thermal model; revising and interpreting new existing seismic lines running near Marsili; a geological model/synthetic cross-section of the Marsili Volcano and its surroundings using all relevant data and a model for the 400°C isotherm and the magmatic plumbing system will be required;
- TEOT intends to contribute to research on the Marsili Basin carried out by the CONTRACTOR to use the results for some R&D activities;
- CONTRACTOR has developed knowledge and expertise on the tectono-stratigraphic-petrologic and thermal evolution of the southern Tyrrhenian Basin and possesses whatever facilities, resources, equipment and PERSONNEL, as are necessary to perform additional advanced studies defined under ARTICLE 2 below and is ready, willing and able to do so under the terms and conditions of the AGREEMENT and with due regard to the current state of the art and techniques involved.

NOW THEREFORE, in consideration of and subject to the terms and conditions hereinafter set forth, TEOT wants to contribute to research on the Marsili Basin carried out by the CONTRACTOR under the following conditions.

CHAPTER I – DEFINITIONS: OBJECT OF THE CONTRACT

ARTICLE 1. Definitions

AFFILIATE: means, in relation to any PARTY, at any time, any other entity:

- a) In which such PARTY directly or indirectly controls at least fifty percent (50%) of the registered capital or rights to vote, or
- b) Which directly or indirectly controls at least fifty percent (50%) of the registered capital or rights to vote of such PARTY, or
- c) Of which an entity as mentioned in b) above controls directly or indirectly at least fifty percent (50%) of the registered capital or rights to vote.

APPLICABLE LAWS: means all laws, ordinances, decrees and any other standards whose application is or may become mandatory, applicable to the PARTIES.

AGREEMENT: means the AGREEMENT including its Appendices.

BEST PRACTICES: means practices, methods and procedures and that degree of skill, diligence, prudence and foresight which would reasonably be expected to be observed by a professional, skilled and experienced contractor of international repute engaged in carrying out activities the same as, or similar to, those contemplated under the AGREEMENT under the same or similar circumstances.

CLAIM: means any claim, demand, cause of action, proceedings, judgements, award (including reasonable legal fees, costs and expenses and reasonable sums paid by way of settlement or compromise), liability, loss, expense, penalty, fine and damages and the like arising from, relating to or in connection with the performance, miss-performance or non-performance of the AGREEMENT.

CLOSE FAMILY MEMBER: means a spouse or partner of a PUBLIC OFFICIAL, one of his/her children, siblings or parents, the spouse or partner of his/her children or siblings; or any household member of a PUBLIC OFFICIAL.

TEOT GROUP: means TEOT and to the extent they are involved in the subject matter of the AGREEMENT its AFFILIATES and TEOT's PERSONNEL, or any of the foregoing, as the case may be, but shall not include any member of CONTRACTOR GROUP.

CONSEQUENTIAL LOSSES: means indirect or consequential loss, special or punitive, and direct or indirect loss of: revenue, profit, anticipated profit, use, production, productivity, contracts, business opportunity and losses, costs and/or expenses resulting from business interruption, deferral of production.

CONTRACTOR GROUP: means CONTRACTOR, its subcontractors and, to the extent they are involved in the subject matter of the AGREEMENT, its AFFILIATES and CONTRACTOR's PERSONNEL, or any of the foregoing, as the case may be, but shall not include any member of TEOT GROUP.

DELIVERABLES: means the deliverables to be issued during and/or on completion of the SERVICES, as detailed in Appendix 1.

DOMAIN: means the exploration, production and processing of hydrocarbon resources, refining, chemicals, petrochemicals, biofuels, renewables, electricity, rubbers, CO2 capture, transport, utilization and storage, natural carbon sequestration, as well as the research, development, production, supply and storage of any source of energy worldwide (including solar, biomass, hydrogen, cogeneration, green gas, electricity).

FORCE MAJEURE: means any event which (i) is not reasonably foreseeable at the time of entering into the AGREEMENT, (ii) is outside the control of the PARTY invoking it, and (iii) is reasonably insurmountable and which renders said PARTY unable to comply with all or part of its obligations under the AGREEMENT. Provided all such criteria are simultaneously met, FORCE MAJEURE includes events such as, but not limited to, loss or unavailability of logistic equipment, acts of God (epidemic, tidal wave, lightning, earthquake, hurricane, flooding), war (whether declared or not), riots, civil or military disturbances, national or regional strikes and acts of any court, government or governmental authority or any representative thereof.

GROUP: refers to the TEOT GROUP or the CONTRACTOR GROUP, depending on context.

LEGACY DATA: means the data or information disclosed by TEOT relative to permits, licenses, wells, seismic surveys or other types of surveys, reservoirs, facilities, production or drilling.

OPERATIONAL ZONE: means any TEOT (or its AFFILIATE) locations where research development or production of hydrocarbons which are subject to Deeds of Mutual Indemnity and Waiver of Recourse Agreements (referred to in Appendix 6).

PARTNER: means (i) any entity in which TEOT or any of its AFFILIATES directly or indirectly controls less than fifty percent (50%) of the registered capital or rights to vote, but to which TEOT or any of its AFFILIATES provide technical or administrative assistance on a regular basis or (ii) any entity with which TEOT or any of its AFFILIATES has entered into a contract for the exploration, development and/or production of oil & gas; or (iii) an AFFILIATE of an entity as defined in (ii) if this AFFILIATE is in charge of the exploration, development and/or production of oil & gas or any other energy.

PERSON: means any individual or legal entity, including but not limited to trusts, corporations, partnerships or associations.

PERSONNEL: means the directors, officers, employees, agents and invitees of CONTRACTOR GROUP ("CONTRACTOR PERSONNEL") and/or TEOT GROUP ("TEOT PERSONNEL").

PROPRIETARY INFORMATION: means know-how, manufacturing processes, business and trade secrets and intellectual property rights which are necessary for the performance of the SERVICES, and are/were developed or acquired by a PARTY outside/before the AGREEMENT, to the exclusion of DELIVERABLES.

PUBLIC OFFICIAL: means an elected or appointed official, employee or agent of any national, regional or local government/state or department, agency or instrumentality of any such government/state or any enterprise in which such a government/state owns, directly or indirectly, a majority or controlling interest, an official of a political party, a candidate for public office and any official, employee or agent of any public international organization.

SCIENTIFIC RESEARCH: means the work to be carried out under the AGREEMENT, as detailed in Appendix 1.

THIRD PARTY (IES) refers to any party other than the PARTIES and their respective AFFILIATES and PARTNERS.

WILLFUL MISCONDUCT: means, any conduct (by act or failure to act, whether sole, contributory, joint or concurrent) of any PERSON with (a) an intentional or conscious or reckless disregard for BEST PRACTICES and/or any of the terms of the AGREEMENT and/or (b) an utter or reckless disregard of avoidable and harmful consequences that such PERSON knew, or should have known, such conduct would have on the safety or property of another PERSON.

ARTICLE 2. Purpose

The AGREEMENT aims to set out the terms and conditions to contribute to research on the Marsili Basin carried out by the CONTRACTOR, to carry on the SCIENTIFIC RESEARCH following the Appendix 1.

CHAPTER II – EFFECTIVE DATE – CONTRACTUAL DOCUMENTS

ARTICLE 3. Effective Date and Duration

The AGREEMENT shall come into force from the signing of this AGREEMENT (the “EFFECTIVE DATE”), and remain in force until all obligations of the PARTIES have been fulfilled, unless otherwise earlier terminated in accordance with ARTICLE 288 and ARTICLE 299.

ARTICLE 4. Contractual documents

The AGREEMENT consists of the provisions of the present document and the following Appendices:

- Appendix 1: Technical description of the SERVICE
- Appendix 2: Schedule of the SERVICE
- Appendix 3: Financial elements
- Appendix 4: Prevention of illegal employment
- Appendix 5: Particular conditions pertaining to software, databases and computerized data.

Should there be any discrepancy between the terms of the AGREEMENT and those of its Appendices, if any, the terms of the AGREEMENT shall prevail.

The articles headings appearing on the AGREEMENT are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of an article, nor in any way affect the AGREEMENT, except with respect to the definitions.

ARTICLE 5. Entire agreement – amendment - waiver

The AGREEMENT constitutes the entire agreement of the PARTIES with respect to the subject matter hereof, and supersedes any previous agreements, correspondence or understandings between the PARTIES, whether written or oral, relating to the subject matter hereof.

No modification, alteration, amendment or waiver of any term or covenant of the AGREEMENT shall be valid unless made in writing and signed by an authorized representative of each PARTY.

The failure of either PARTY at any time to require performance by the other PARTY of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either PARTY of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

If any term, provision, covenant or condition of the AGREEMENT is held invalid or unenforceable for any reason, the remainder of the provisions shall continue in full force and effect as if the AGREEMENT had been executed with the invalid or unenforceable portion thereof eliminated and the PARTIES shall endeavour to replace such invalid or unenforceable portion by a similar but valid or enforceable one.

CHAPTER III – IMPLEMENTATION OF THE STUDY AGREEMENT

ARTICLE 6. Representatives

CONTRACTOR appoints Prof. Fabrizio Pepe, phone + 39 091 23864667, mobile phone +39 3339289437, email fabrizio.pepe@unipa.it, as its Scientific Manager in charge of the supervision and control of the SERVICES. CONTRACTOR is not authorized to change its Scientific Manager without the approval of TEOT.

TEOT appoints Mr Sylvain Calassou, phone +33635505449, email sylvain.calassou@totalenergies.com, as its Representative to monitor the progress of the SERVICES. TEOT reserves the right to change its Representative provided that it informs CONTRACTOR beforehand.

ARTICLE 7. Obligations of the PARTIES

The SCIENTIFIC RESEARCH shall be performed by the CONTRACTOR on his premises, by his PERSONNEL, with his facilities and equipment, diligently and according to state of the art, and in compliance with recognized BEST PRACTICES as regards safety and protection of the environment.

Some of the activities of the SCIENTIFIC RESEARCH may be performed on a TEOT GROUP site, to the extent that these activities require access to TEOT GROUP teams, equipment, software and/or documents located on that site. This access is allowed only for what is strictly necessary and in strict compliance with the rules in force on the site, particularly as regards hygiene, safety and internal regulations. PARTIES shall carry out a risk assessment prior to these activities and, if applicable, establish a prevention plan.

TEOT reserves the right to give technical orientations, in compliance with the scope of work defined for the SERVICES. Notwithstanding this, CONTRACTOR shall remain at all times fully responsible for the supervision and control of the work performed by its PERSONNEL, who will remain in all circumstances under the sole direction and management of CONTRACTOR.

ARTICLE 8. Schedule

The SCIENTIFIC RESEARCH is for two (2) months, starting from the EFFECTIVE DATE. The SCIENTIFIC RESEARCH shall be deemed completed upon acceptance as set out in ARTICLE 10. Time is of the essence.

ARTICLE 9. Reporting

CONTRACTOR shall record or have recorded, in written form, all experimental data, results and observations obtained in the course of performance of the SCIENTIFIC RESEARCH. CONTRACTOR shall keep TEOT regularly informed of same, especially by means of reports and meetings as defined below.

Work meetings shall be held regularly between the Representative and the Technical Manager and at the request of the Representative or the Technical Manager to assess the completion of the SCIENTIFIC RESEARCH.

CONTRACTOR shall provide TEOT with all information and results, even partial, of his work as they progress.

ARTICLE 10. Acceptance

On completion of the SCIENTIFIC RESEARCH, CONTRACTOR shall deliver the DELIVERABLES to TEOT, and in particular, a final report. These DELIVERABLES shall be subject to acceptance so as to ascertain that they actually comply with the requirements.

TEOT shall have one (1) month from the date of receipt of a DELIVERABLE to submit its comments in writing and, where applicable, to request corrections and/or modifications. CONTRACTOR shall have one (1) month on receipt of TEOT's comments to perform the required corrections and/or modifications and/or requirements and provide the final version to the satisfaction of TEOT.

DELIVERABLES will mention the reference number of the AGREEMENT.

For software or databases, CONTRACTOR also agrees to comply with the conditions specified in Appendix 5: "Particular conditions pertaining to software, databases and computerized data", and in particular, agrees to correct free of charge any bugs identified during the acceptance period, and blocking bugs identified during a period of three (3) months following the end of the acceptance period ("WARRANTY PERIOD").

CHAPTER IV – FINANCIAL CONDITIONS

ARTICLE 11. Price

TEOT shall pay CONTRACTOR for the SCIENTIFIC RESEARCH the overall lump sum referred to in Appendix 3, subject to the provisions of ARTICLE 28 and ARTICLE 29 (Termination).

This overall lump sum is firm and fixed for the duration of the AGREEMENT and not subject to adjustment. It is the sole financial compensation that may be required from TEOT and represents the full and complete compensation for all costs borne by the CONTRACTOR pursuant to the AGREEMENT.

ARTICLE 12. Invoicing and payment

The overall lump set out in ARTICLE 11 shall be invoiced by CONTRACTOR to TEOT according to the schedule in Appendix 3.

The corresponding invoices shall be drawn up in one original copy marked "ORIGINAL", showing the VAT that applies, if any, and TEOT's VAT number (FR 80 844 435 883); made out in the name of, and addressed to:

TotalEnergies OneTech
COMPTABILITE FOURNISSEURS
CC DOF 06419-02 – CT00000672
TSA 12142
59779 Lille Cedex 9

or, in order to send invoices electronically, CONTRACTOR shall contact the following email: gs.tgfs-demat@totalenergies.com

TEOT reserves the right to refuse any invoice that is not established in full conformity with the provisions of this ARTICLE.

Undisputed invoices shall be paid thirty (30) days after the end of the calendar month of their issuance by CONTRACTOR, by bank transfer according to the instructions shown therein. TEOT is entitled to refuse payment of all or part of any invoices relative to work not provided for in the AGREEMENT. Questions relative to payment shall be addressed to TEOT Supplier Accounting department (email: gs.tgfs-opffnr-totalse@totalenergies.com).

Any delayed payment shall entitle CONTRACTOR to CLAIM payment of an indemnity equal to three times the legal rate applicable in France. The calculation of such indemnity shall start on the day following the end of the payment period defined in this ARTICLE 12 and shall end on the day of transfer of such amount from TEOT's bank. TEOT shall also pay the cost of collection, not lower than forty (40) euros.

ARTICLE 13. Taxes and duties

CONTRACTOR shall pay (or bear) all taxes and duties of any kind whatsoever that may be imposed on CONTRACTOR GROUP in any country whatsoever, resulting from signature or performance of the AGREEMENT, including all taxes and duties withheld by TEOT from its payments to CONTRACTOR under the laws and regulations in force, except for the Value Added Tax (V.A.T.), if any.

CHAPTER V - PROPERTY – USE – CONFIDENTIALITY

ARTICLE 14. Hardship

The PARTIES waive the provisions of ARTICLE 1195 of the French Civil Code on unpredictability and accept to bear all and any consequences resulting from the waiver of the unpredictability clause.

ARTICLE 15. Proprietary Information

Ownership

Each PARTY remains sole owner of his PROPRIETARY INFORMATION and may use it freely, including for research purposes.

Use

When PROPRIETARY INFORMATION owned by CONTRACTOR GROUP is required for the purpose of additional research on the DELIVERABLES by TEOT GROUP or to allow TEOT GROUP to use the DELIVERABLES (alone, with THIRD PARTIES or for the benefit of THIRD PARTIES), CONTRACTOR shall:

- Identify this PROPRIETARY INFORMATION owned by CONTRACTOR GROUP and shall notify TEOT of it in writing; and
- Grant TEOT GROUP and PARTNERS a world-wide, royalty free, non-exclusive, irrevocable, non-terminable license to use this PROPRIETARY INFORMATION owned by CONTRACTOR.

ARTICLE 16. Intellectual property

Ownership

Material ownership of DELIVERABLES shall be transferred by CONTRACTOR to TEOT as and when they are created, it being understood that transfer of risks shall occur at the end of the acceptance procedure.

Industrial property

Should any DELIVERABLE be patentable, CONTRACTOR shall immediately inform TEOT thereof and shall sign without delay any document that may be required to enable TEOT to file a patent application in its name (or in the name of any of its AFFILIATES) and to substantiate any corresponding patent application. CONTRACTOR guarantees that each author of any such invention shall proceed in the same way.

Assignment of copyright

The CONTRACTOR hereby assigns to TEOT all the intellectual property rights on the DELIVERABLES, as they are gradually obtained, which shall be free to use them as it sees fit.

This assignment of intellectual property rights includes, but is not limited to, the right to reproduce, communicate to the public, translate, adjust, adapt, modify, distribute and otherwise use the DELIVERABLES and derivative works included in the DELIVERABLES and/or the DELIVERABLES throughout the world, for any use, including commercial use, in all languages and in all media now known or later developed, for the entire duration of the protection afforded by intellectual property laws, for whatever purpose. These rights are transferable and sub licensable.

The consideration for this assignment is included in the overall lump sum paid by TEOT to CONTRACTOR for the SERVICES; consequently no other payment of whatever nature shall be due by TEOT to CONTRACTOR for said assignment.
CONTRACTOR shall be responsible for obtaining CONTRACTOR GROUP and THIRD PARTIES' agreement accordingly.

ARTICLE 17. Confidentiality

During the course of the AGREEMENT and for a ten (10) year period thereafter:

- i. Each receiving PARTY shall keep all PROPRIETARY INFORMATION belonging to the disclosing PARTY, that may come into its possession or be brought to its knowledge as part of the SERVICES, strictly confidential and shall not disclose it to THIRD PARTIES;
- ii. Without prejudice to ARTICLE 16, CONTRACTOR shall keep strictly confidential all DELIVERABLES, and shall not disclose them to any THIRD PARTIES;
- iii. CONTRACTOR shall not mention the SERVICES or the Agreement to any THIRD PARTY without TEOT's prior written agreement.
- iv. However, TEOT may disclose to a THIRD PARTY, CONTRACTOR's PROPRIETARY INFORMATION for the use the DELIVERABLES as provided for in ARTICLE 16. Such disclosure of CONTRACTOR's PROPRIETARY INFORMATION by TEOT shall be subject to an undertaking of confidentiality from said THIRD PARTY in terms not less stringent than under the AGREEMENT.

The commitment set out in ARTICLE 17 shall not apply, however, to PROPRIETARY INFORMATION and/or DELIVERABLES:

- i. Which are common knowledge at the time of the disclosure, or which become common knowledge thereafter through no fault of the receiving PARTY ;
- ii. Which may be disclosed to the receiving PARTY by a THIRD PARTY who is entitled to disclose such information;
- iii. Which the receiving PARTY gives evidence that they were in its possession prior to the EFFECTIVE DATE;
- iv. Which are independently developed by, or on behalf of, the receiving PARTY, without reliance on the disclosing PARTY's PROPRIETARY INFORMATION and/or DELIVERABLES.

LEGACY DATA shall be kept strictly confidential by CONTRACTOR. Subject to TEOT's prior written consent, any disclosure of LEGACY DATA by CONTRACTOR to THIRD PARTIES for any purpose whatsoever, is strictly prohibited.

At the end of the acceptance procedure specified in ARTICLE 10, CONTRACTOR shall:

- Return the LEGACY DATA to TEOT.

Or, as applicable :

- Destroy the LEGACY DATA (CONTRACTOR shall issue destruction certificate to TEOT).

Notwithstanding the confidentiality period provided for in this ARTICLE 17, the receiving PARTY's confidentiality obligations related to LEGACY DATA will remain in force as long as the LEGACY DATA has not fallen into the public domain, without any breach of the receiving PARTY confidentiality obligations under the AGREEMENT.

CHAPTER VI – LIABILITIES AND INSURANCES

ARTICLE 18. FORCE MAJEURE

No PARTY shall be considered in breach of an obligation under the AGREEMENT to the extent that PARTY can establish that fulfilment of the obligation has been prevented by FORCE MAJEURE. The PARTY invoking FORCE MAJEURE shall, as soon as possible, notify the other PARTY of the FORCE MAJEURE event and will remedy such non-performance as soon as it is reasonably able to do so. Each PARTY shall cover its costs caused by a FORCE MAJEURE. If a FORCE MAJEURE event cannot be cured within a three (3) month period, either PARTY may terminate the AGREEMENT in accordance with ARTICLE 29.2 "Termination".

ARTICLE 19. Liabilities

- 19.1 Subject to 19.2, each PARTY shall be liable for any damage caused to the other PARTY or to THIRD PARTIES, by itself, its PERSONNEL, its subcontractors or by any property under its (their) custody. The PARTY liable shall indemnify and hold the other PARTY and its insurers harmless from any CLAIM resulting thereof.
- 19.2 In the event of CONTRACTOR's non-performance, non-conformity or delay in performing the CONTRACT, CONTRACTOR shall be liable to TEOT for damages which are the direct consequence thereof, excluding CONSEQUENTIAL LOSSES.
- 19.3 Exclusions or limitation of liabilities provided for in this ARTICLE 19 in favor of a PARTY shall not apply in case of such PARTY's WILFUL MISCONDUCT.
- 19.4 This ARTICLE 19 has been freely negotiated and accepted by the PARTIES and the AGREEMENT value reflects the above allocation of risk.

ARTICLE 20. Insurances

The CONTRACTOR shall, at its expense throughout the duration of the CONTRACT, take out with reputable insurance companies the insurance policies necessary to insure the CONTRACTOR against all risks that may arise from acts or omissions of the CONTRACTOR or in connection with the contract. performance by the CONTRACTOR of its obligations under the CONTRACT.

The CONTRACTOR shall immediately inform TEOT of any notice of termination received from any insurer or of any substantial change in the type or amount of insurance.

CHAPTER VII - CONFORMITY

ARTICLE 21. Applicable Laws

CONTRACTOR shall ensure that CONTRACTOR GROUP in all respects observes, is bound and complies with APPLICABLE LAWS, including but not limited to laws applicable to the performance of the SERVICES, its PERSONNEL and equipment.

CONTRACTOR shall be liable for and shall defend, indemnify and hold TEOT GROUP harmless against all fines and penalties and all other consequences harmful to TEOT GROUP resulting from the breach of APPLICABLE LAWS by CONTRACTOR GROUP.

ARTICLE 22. Export control and embargoes

The PARTIES must perform the Agreement in compliance with export control and economic sanctions laws or regulations that apply to the PARTIES.

Neither PARTY shall be obliged to perform any obligation under the Agreement if this would not be compliant with, in violation of, inconsistent with, or expose a PARTY to punitive measures under any laws, regulations applicable to the PARTIES relating to export control and/or economic sanctions. In this event, such party (the "AFFECTED PARTY") shall, as soon as reasonably practicable give written notice to the other PARTY of its inability to perform.

Once such notice has been given the AFFECTED PARTY may either: (i) suspend the performance of the affected obligation under the Agreement until the AFFECTED PARTY may lawfully discharge such obligation or; (ii) terminate the Agreement where the AFFECTED PARTY may not lawfully discharge such obligation

CONTRACTOR shall inform TEOT thereof and shall carry out the following:

CONTRACTOR shall, prior to any disclosure, provide to TEOT in writing, in a form satisfactory to the latter, the following export control data for the PROPRIETARY INFORMATION and DELIVERABLES:

- i. The specific EU or USA export classification, including the appropriate Export Control Classification Numbers ("ECCN"), and/or any similar forms of classification identification;
- ii. An indication of the applicability or availability of license exceptions or exemptions, and other relevant information as deemed necessary;
- iii. The percentage of USA content integrated to the PROPRIETARY INFORMATION and DELIVERABLES;
- iv. Confirmation as to whether or not the PROPRIETARY INFORMATION and DELIVERABLES are direct products of USA technology, and/or
- v. Harmonized System Code ("HS Code") if relevant.

If such export controls or sanctions do not apply to the PROPRIETARY INFORMATION and DELIVERABLES, CONTRACTOR shall confirm to TEOT in writing that such PROPRIETARY INFORMATION and DELIVERABLES is not subject to export controls and/or sanctions involving any countries.

CONTRACTOR shall maintain all documentation required under all relevant foreign trade control laws and regulations and shall provide the same to TEOT without delay at TEOT's reasonable request. This record keeping obligation of CONTRACTOR shall continue for five (5) years from the latest delivery of the PROPRIETARY INFORMATION and

DELIVERABLES.

CONTRACTOR shall defend, indemnify and hold TEOT GROUP harmless from all fines, penalties and all associated expenses arising out of or resulting from the violation by CONTRACTOR GROUP of any of its obligations under this ARTICLE 22.

ARTICLE 23. HEALTH, SOCIAL (LOCAL COMMUNITY), SECURITY AND ENVIRONMENT

CONTRACTOR undertakes and causes SUBCONTRACTORS, to comply with the APPLICABLE LAWS, and all necessary associated measures with respect to Health, Safety, Social (Local Community), Security and Environment.

ARTICLE 24. Combating illegal work

CONTRACTOR warrants that it fulfils all obligations in respect of applicable legislation and regulations in particular that all its PERSONNEL are legally employed and that any subcontractors that may be involved in the SERVICES have done likewise. CONTRACTOR shall make available to TEOT, if so required in writing, the relevant documents attesting the regularity of its situation in this respect.

CONTRACTOR agrees to fulfill the obligations described in Appendix 4.

ARTICLE 25. Conflict of interest

CONTRACTOR agrees to combat fraud and avoid conflicts of interest, mainly when personal interests are likely to interfere with professional interests.

ARTICLE 26. Anti-corruption undertakings

In recognition of the principles enshrined in the various pertinent international and regional conventions on combating corruption and to ensure compliance with the anti-corruption laws applicable to the activities under the AGREEMENT and any other anti-corruption laws otherwise applicable to the Parties or their ultimate parent company,

CONTRACTOR, in respect of the AGREEMENT and the matters that are the subject of the AGREEMENT, warrants that neither he nor to his knowledge anyone on his behalf has made or offered nor will make or offer any payment, gift, or promise or give any advantage, whether directly or through a CLOSE FAMILY MEMBER or other intermediary, to or for the use of any PUBLIC OFFICIAL, where such payment, gift, promise or advantage would be for purposes of:

- i. Influencing any act or decision of such PUBLIC OFFICIAL;
- ii. Inducing such PUBLIC OFFICIAL to do or omit to do any act in violation of his or her lawful duties;
- iii. Securing any improper advantage; or
- iv. Inducing such PUBLIC OFFICIAL to use his or her influence to affect any act or decision of any department, agency or instrumentality of any government or public enterprise.

CONTRACTOR, in respect of the AGREEMENT and the matters that are the subject of the AGREEMENT, warrants that it has not made or offered and will not make or offer any payment, gift, or promise or give any advantage, whether directly or through intermediaries, to or for the use of any person (other than a PUBLIC OFFICIAL) insofar as such payment, gift, promise or advantage would be for purposes of inducing such person to do or omit to do

any act in violation of his or her lawful duty or to secure any improper advantage, or otherwise to do or refrain from doing something that would violate the laws applicable to the activities under the AGREEMENT.

CONTRACTOR shall cause his PERSONNEL and subcontractors to comply with the obligations set forth in this ARTICLE 26 and to warrant the same under the terms of their agreements with any subcontractors. In particular, CONTRACTOR shall perform anti-corruption Compliance due diligences on all major subcontractors and TEOT reserves the right to:

- i. Request proof of and/or documentation relating to such due diligences; and, where necessary
- ii. Reject or request replacement of non-complying subcontractors.

All financial settlements, billings and reports provided to TEOT shall accurately and in reasonable detail reflect all activities and transactions undertaken in performance of the AGREEMENT. CONTRACTOR also shall maintain adequate internal controls to ensure that all payments made in performance of the AGREEMENT are authorized and in compliance with the AGREEMENT. TEOT reserves the right to perform itself or through a duly authorized representative, audits at CONTRACTOR's premises of all payments made by or on behalf of CONTRACTOR for SERVICES performed under the AGREEMENT. CONTRACTOR agrees to cooperate fully in any such audit, including by making the relevant books and records available to TEOT or its duly authorized representative and by answering any relevant questions that TEOT may have relating to the CONTRACTOR's performance under the Agreement.

All payments by TEOT to CONTRACTOR shall be made in accordance with the terms of payment specified in ARTICLE 12 of the AGREEMENT. The payment indications that pursuant to such ARTICLE 12 will be notified in the CONTRACTOR's invoices shall be deemed to constitute a representation and warranty by CONTRACTOR that the bank account so notified is owned solely by CONTRACTOR and that no person other than CONTRACTOR has any ownership of or interest in such account.

CONTRACTOR represents and warrants that no PUBLIC OFFICIAL or CLOSE FAMILY MEMBER owns or possesses, directly or indirectly, shares or any other beneficial interest in CONTRACTOR (other than through ownership of publicly traded securities that is not sufficient to constitute a controlling interest), or is a director, officer or agent of CONTRACTOR, except for any ownership, interest or position that CONTRACTOR has disclosed to TEOT in writing. The foregoing representation and warranty will continue so long as the Agreement remains in effect.

CONTRACTOR agrees to notify TEOT promptly and in writing of any developments that would or might affect the accuracy of the foregoing representation or warranty. In any case, if a PUBLIC OFFICIAL or CLOSE FAMILY MEMBER owns or acquires, directly or indirectly, shares or any other beneficial interest in CONTRACTOR, or is or becomes a director, officer or agent of CONTRACTOR, CONTRACTOR shall take appropriate steps to ensure that such PUBLIC OFFICIAL or CLOSE FAMILY MEMBER avoids any conflict of interest and complies with the laws applicable to him/her which prohibit conflicts of interests on the part of PUBLIC OFFICIALS and with the anti-corruption provisions described in the present ARTICLE.

CONTRACTOR shall promptly give notice to TEOT of any investigation or legal proceeding initiated against CONTRACTOR by any public authority relating to an alleged violation of applicable anti-corruption laws by CONTRACTOR, subcontractors or his PERSONNEL in relation to operations and activities performed under the AGREEMENT.

Without prejudice to any other rights or remedies TEOT otherwise may have hereunder or at law, including but not limited to damages for breach of the AGREEMENT, if any of the undertakings or requirements of this ARTICLE have not been complied with or fulfilled by CONTRACTOR in any material respect, TEOT shall have the right to:

- i. Suspend payment and/or require reimbursement of any advance payment made under the AGREEMENT, and/or
- ii. Suspend and/or terminate the AGREEMENT for CONTRACTOR's default with immediate effect pursuant to ARTICLE 28 (Termination for breach).

ARTICLE 27. Personal data protection

When they process personal data in the context of the AGREEMENT, both PARTIES undertake to comply with the regulations in force on processing of personal data and in particular with Regulation No. 2016/679 (General Data Protection Regulation - GDPR), (hereinafter the "Applicable Regulation").

Both PARTIES recognize that each is a separate data controller and that each determines independently the purposes and means of its processing of personal data. Therefore, they undertake to implement appropriate measures to preserve the security, integrity and confidentiality of personal data collected in the performance of the AGREEMENT.

CHAPTER VIII - TERMINATION

ARTICLE 28. Termination for breach

28.1 The AGREEMENT may be terminated by TEOT without any judicial formality and with no compensation by serving written notification thereof by registered letter, termination being effective fifteen (15) days following receipt thereof, in the event that CONTRACTOR fails to comply with any of its obligations mentioned in ARTICLE 28.4 below. In this case, TEOT shall pay CONTRACTOR the cost of the work already received by TEOT in the scope of the SERVICES at the date of termination, minus any payments already made therefore.

28.2 This termination clause also applies if it is clear that CONTRACTOR will not perform the SERVICE by the agreed date.

28.3 If the present clause is exercised due to a default of CONTRACTOR, the latter shall return to TEOT the amounts paid by TEOT, without prejudice to any damages that might be applicable.

28.4 Obligations that justify AGREEMENT termination if CONTRACTOR fails to comply with them, are as follows:

- i. Lead time (schedule)
- ii. Non-compliance
- iii. Warranties
- iv. Payment
- v. Intellectual property
- vi. Confidentiality
- vii. Insurance
- viii. Health, hygiene and environment (HSE)
- ix. Anti-corruption undertakings
- x. Prevention of illegal employment
- xi. Assignment of the contract
- xii. Unauthorized subcontracting

28.5 Should TEOT terminate the AGREEMENT by application of sub-ARTICLE 28, CONTRACTOR shall be required to remit to TEOT within fifteen (15) days of such termination all the work performed and the DELIVERABLES obtained up to the date of termination.

ARTICLE 29. Termination for convenience

29.1 At TEOT's sole discretion, TEOT shall have, at any time, the right, subject to giving thirty (30) days prior written notice, to terminate the AGREEMENT. In such case, CONTRACTOR shall promptly deliver to TEOT all results of the SERVICES. CONTRACTOR's remuneration in connection with such termination shall be as follows:

TEOT shall pay CONTRACTOR:

- The amount due for the work already performed in conformity with the scope of the SERVICES at the date of termination, minus any payments already made therefore;
- A five (5)% termination fee calculated on the remaining value of the AGREEMENT (i.e. total price minus price already paid up to the date of termination).

Any amounts already paid by TEOT in excess of this amount shall be returned to TEOT by CONTRACTOR within fifteen (15) days from the termination date of the AGREEMENT.

Such payment shall constitute the full and final compensation payable by TEOT to CONTRACTOR for such termination to the exclusion of any other compensation.

29.2 Termination for FORCE MAJEURE

If a FORCE MAJEURE event cannot be cured within the period referred to in ARTICLE 18, either PARTY may terminate the AGREEMENT by giving notice to the other PARTY. Such termination shall take effect thirty (30) days following receipt thereof.

TEOT shall pay CONTRACTOR the amount provided for the SERVICES already performed in conformity with the scope of the SERVICES up to the date of the notice of termination, minus any payments already made therefore;

Such payment shall constitute the full and final compensation payable by TEOT to CONTRACTOR for such termination to the exclusion of any other compensation.

**CHAPTER IX - APPLICABLE LAW – DISPUTE SETTLEMENT -
NOTIFICATIONS**

ARTICLE 30. Governing law

The AGREEMENT shall be governed and interpreted in accordance with the laws of France, excluding any provisions with respect to the conflicts of laws.

ARTICLE 31. Settlement of disputes

Any dispute arising out of or in connection with the AGREEMENT shall be notified in writing by the claiming PARTY to the other PARTY.

The PARTIES shall endeavour to settle such dispute by negotiation within forty-five (45) days from receipt of said notice.

Any dispute that may arise between TEOT or any of its AFFILIATES and the CONTRACTOR, relating to the implementation of this AGREEMENT, which cannot be resolved amicably, must be deferred to the Court of Belgium within thirty days from notification of the dispute.

ARTICLE 32. Notices

Any notice (reports and other communications) relating to the AGREEMENT that must be provided or sent by either of the PARTIES are, unless otherwise specified in the AGREEMENT, done in writing and given directly or mailed to the following addresses where the PARTIES elect domicile; they become effective after receipt at those addresses (or at any new address duly indicated to the other PARTY):

For **TEOT**:

Technical notices:

to : Sylvain CALASSOU
address : CSTJF, avenue Larribau
64018 Pau Cedex, FRANCE
email : Sylvain.calassou@totalenergies.com

Legal notices:

email : ep-rd-contract@totalenergies.com

For **CONTRACTOR**:

Scientific notices:

to : Fabrizio Pepe
Department of Earth and Marine
Sciences
address : Università di Palermo
Via Archirafi, 20/22
90123 Palermo
ITALY
email : fabrizio.pepe@unipa.it

Legal notices:

email : dipartimento.distem@unipa.it

CHAPTER X - MISCELLANEOUS

ARTICLE 33. Survival

Termination of the AGREEMENT shall not release the PARTIES from obligations which expressly or by their nature survive the AGREEMENT or extend the AGREEMENT termination intended to apply after its expiration, whether by arrival at its term or by termination, including but not limited to, ARTICLE 16 (Intellectual Property), ARTICLE 17 (Confidentiality), ARTICLE 19 (Liabilities), ARTICLE 20 (Insurance), ARTICLE 21 (Applicable laws), ARTICLE 26 (Anti-corruption undertakings), ARTICLE 30 (Governing law), ARTICLE 31 (Settlement of disputes).

ARTICLE 34. Assignment – subcontracting

CONTRACTOR shall not subcontract the SERVICE, wholly or partly, and shall not assign the AGREEMENT without prior written consent of TEOT.

TEOT may assign the AGREEMENT to any of its AFFILIATES or PARTNERS without the prior consent of CONTRACTOR, but with the sending of a simple notice to CONTRACTOR.

ARTICLE 35. No agency

CONTRACTOR shall perform the SERVICE independently. It is understood that the Scientific Manager remains in all circumstances the CONTRACTOR's agent.

CONTRACTOR and the Scientific Manager are not authorized to enter into any contract or any commitment on behalf of TEOT or any other TEOT's AFFILIATE, PARTNER or client of TEOT.

The AGREEMENT shall not constitute either PARTY the legal representative or agent of the other, nor shall either PARTY have the right, or authority, to assume, create or incur any liability or any obligation of any kind, express or implied against or in the name of or on behalf of the other PARTY. Each PARTY shall vis-à-vis THIRD PARTIES (i) act as an independent contractor and (ii) enter into contract on its own name.

Nothing in the AGREEMENT or any related agreement connected herewith shall be construed as: (i) creating any obligation or any expectation on the part of either PARTY to enter into a business relationship with the other PARTY; (ii) creating any partnership or any other legal entity between the PARTIES; (iii) creating an obligation to furnish any manufacturing or technical information or assistance (other than as provide in the AGREEMENT).

CONTRACTOR shall perform the SERVICES independently. The Technical Manager remains under all circumstances under the authority of the CONTRACTOR. Each PARTY hereto retains the right to conduct its own business, operations or activities as it sees fit. Nothing contained herein shall be interpreted or construed as precluding Parties from carrying out independent Research and Development or business.

IN WITNESS WHEREOF, the duly authorized representatives of the PARTIES have signed the AGREEMENT in two (2) originals as of the dates written below:

For **THE CONTRACTOR**

For **TEOT**

By Prof. Attilio Sulli

By Hélène BINET-TRAINEAU

Title Director of the DISTEM

Title Head of department Deep Offshore

Date

Date

Appendix 1: Technical description of the SERVICE

Scope of work

CONTRACTOR is committed to providing TEOT with a physically-based geological model for the Marsili Volcano.

DELIVERABLES

- Review of existing geophysical and geological data, including seismic, morphological, petrological, magnetic, gravity, heat flow and conductive thermal model;
- Geological model/synthetic cross-section of the Marsili Volcano and its surroundings based on published and unpublished geophysical and geological data;
- Model for the 400°C isotherm and the magmatic plumbing system;
- Report illustrating the main results.

Required data

- In this particular case, TEOT needs to evaluate the thermal power and the existence of the Marsili volcano's magmatic chamber. Data on bathymetry, temperature, , geophysics, depth estimation of isotherms and the nature, chemistry and stratigraphy of the rocks will be required.
- Data will come from published and unpublished biblio, reports, and knowledge of this area.

Appendix 2: Schedule of the SERVICE

The Service will have a duration of 2 months.

Appendix 3: Financial conditions

1. Price

In return for the performance of the SCIENTIFIC RESEARCH, TEOT undertakes to pay the CONTRACTOR the lump sum of twenty-five thousands (25 000 €) euros excluding taxes.

This amount will be invoiced by the CONTRACTOR to TEOT in accordance with the following schedule:

- 100% upon acceptance of the final report: 25.000 € before taxes.

The sum will be crediting the current account of the University of Palermo:

Unicredit IBAN: IT09A0200804682000300004577

Swift code: UNCRITMMPAE

with specific indication of the reason "Collaboration agreement with DiSTeM - Geothermal Potential of the Marsili Volcano".

Appendix 4: Prevention of illegal employment

CONTRACTOR guarantees, in the course of the Agreement, that its status is regular with respect to employment law. To that end, CONTRACTOR certifies that it has performed the declarations required by employee protection organizations and has met the obligations indicated in articles L. 8221-3 and L. 8221-5 of the French Labor Code.

CONTRACTOR agrees to submit upon the signing of the AGREEMENT and then every six months following that date, the documents mentioned below, in accordance with articles D. 8222-5, D. 8222-7 and D. 8222-8 and articles D. 8254-2 et seq. of the French Labor Code.

LIST OF DOCUMENTS TO SUBMIT TO TEOT

1. In all cases

A statement that employee declarations and Social Security deduction and contribution payments have been supplied as set out in article L. 243-15 of the French Social Security Code issued by the employee protection organization tasked with collecting the deductions and contributions, less than six months old.

TEOT shall verify the authenticity of that statement with said organization, using the authentication system set out in article D. 243-15 of the French Social Security Code.

2. When registration in the business directory or trade registry is required

- An original of the registration excerpt in the trade registry (K or K bis) less than three months old, or
- A copy of the identification card proving registration in the business directory, or
- A quote, advertising document, or professional correspondence mentioning the name or corporate designation, complete address, and trade registry or business directory registration number, or registration on a list or table of a professional order, or reference to the approval granted by the competent authority.

3. When CONTRACTOR employs foreign employees subject to work permits as mentioned in article L.5221-2 of the French Labor Code

A named list of the foreign employees subject to the work permit mentioned in article L. 5221-2 of the French Labor Code, with that list mentioning, for each employee, the date when he or she was hired, his or her nationality, and the type and order number of the work permit.

Appendix 5: Particular conditions pertaining to software, databases and computerized data.

1 – Software provided by TEOT

Software provided by TEOT under the AGREEMENT shall remain its property. CONTRACTOR agrees:

- To secure them upon receipt in order to prevent any unauthorized person from accessing them (a safe for physical media or an access code for a computer file), to install them only on the desktop computers of designated users who are to participate in the work (or, if network operation is strictly necessary, to only make them accessible to said designated users), and to give all useful constructions so that unauthorized digital or paper copies are not made of them,
- To not use them for purposes other than the work set out in the AGREEMENT, and in particular, if source code is supplied, to take only part of the code provided (such as algorithms, lines of code, data models, utilities, and screens), and if object code is provided, to not disassemble it,
- To return to TEOT upon completion of the AGREEMENT the digital media and documentation provided, and to physically delete at the same time all software that was installed,
- To not file any intellectual property rights for that software,
- In the event that modifications, improvements, or rewriting are carried out by CONTRACTOR under the AGREEMENT, to treat them under the same conditions as those described above.

2 - Software developed for TEOT

CONTRACTOR agrees:

- To not develop software covered by the AGREEMENT except on the desktop computers of designated users who are to participate in the work (or, on a network, to make them accessible only to said designated users),
- To not make any copies other than for the purposes of the AGREEMENT, and to put in place information security systems that prevent access thereto to any unauthorized person and protect them from contamination by a computer virus,
- To regularly backup the RESULTS obtained, and to secure them under the same conditions as its own software,
- To send to TEOT in a secure manner at the end of the AGREEMENT (and if applicable at each intermediate step provided), the software developed (object code and source code), accompanied by the documentation required for its use, and by the documents needed to be able to carry out or have someone else carry out additional developments or later maintenance,
- To correct, free of charge, all critical or bothersome bugs that are reported to it by TEOT, as well as any non-compliance with respect to the specifications, during the acceptance period,
- To correct, free of charge, during the Warranty Period, all new critical bugs that are reported to it by TEOT,
- To not file any intellectual property rights for all or some of the software developed,

- To destroy the developed software six months after the end of the AGREEMENT, after preliminary notice to TEOT and unless TEOT gives contrary instructions.