

**ATTACHMENT I:**

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

This Agreement is entered into force on [...] ("**Effective Date**"), between

The Hellenic Gas Transmission System Operator S.A., hereinafter referred to as "**DESFA**", with headquarters and registered address: Greece, 357-359 Messogion Ave, Halandri, GR-152 31, under the business register number (GEMI) 7483601000, duly represented by....., ..... and

The ....., hereinafter referred to as "....." with headquarters and registered address: ....., under registration number ....., duly represented by .....

each called the "Party" and collectively the "Parties".

**WHEREAS**

(A) DESFA is the operator of the National Natural Gas System (the "NNGS") on the territory of the Hellenic Republic;

(B) DESFA shall perform a binding "**Market Test**" and issued an invitation to Market Test Participants to submit binding requests for booking transmission Capacity at the Section of the Project in Greece, in the direction from Greece to North Macedonia, according to the Market Test Guidelines ("**Guidelines**") and the necessary information provided by DESFA in the Market Test Notice ("**Notice**"), approved by RAE by its decision no .....

(C) [.....] intends to participate to the Market Test as a Market Test Participant according to the Market Test Guidelines and the Market Test Notice;

(D) In connection with the Market Test according to the Market Test Guidelines and the Market Test Notice it may be necessary for each Party, to disclose to the other Party information a Party considers to be confidential, which may be communicated orally, in document form, by demonstration or otherwise;

(E) the Parties agree to undertake obligations regarding non-disclosure and utilization of Confidential information ("**Agreement**").

THEREFORE, the Parties agree as follows:

**1. DEFINITIONS**

1.1. For the purpose of this Agreement:

(a) "**Confidential Information**" means the information and materials disclosed, during the participation in the Market Test according to the Guidelines and the Notice and subsequently, directly or indirectly, either orally, visually or in writing, by the Disclosing Party to the Recipient for the purposes or the opportunity of the Market Test, provided

that such information has been either:

- (i) with regard to written information and other tangible information, clearly marked as “Confidential” or “Business Secret” prior to or at the time of disclosure;
- (ii) with regard to information disclosed orally or visually, clearly identified as confidential prior to, at the time of or immediately after the disclosure.

Without limiting the generality of the foregoing, Confidential Information includes information and materials related to the Market Test; and financial and business information and any information relating to the business, business plans, strategies and commercial information of a Party.

(b) “**Disclosing Party**” means the Party disclosing Confidential Information,

(c) “**Recipient**” means the Party receiving Confidential Information.

1.2. All other capitalised terms in this Agreement have the meaning provided for in the Guidelines and the Notice, approved by the Regulatory Authority of Energy by its decision ..... Unless the context requires otherwise, a reference in this Agreement: (a) to the singular shall include the plural and vice-versa; (b) to the masculine gender shall include the feminine and vice-versa; (c) to bodies corporate shall include natural persons and unincorporated associations and vice-versa; (d) to “Clauses” are to clauses in this Agreement; and (e) to “include”, “including” and “in particular” are to be construed without limitation.

## 2. DISCLOSURE

2.1. The Recipient undertakes to hold Disclosing Party’s Confidential Information in strict confidence and shall not at any time disclose or make available any such Confidential Information to any third party, except as specifically authorized in advance by Disclosing Party in writing.

2.2. The Recipient undertakes not to use any of Disclosing Party’s Confidential Information for any purpose other than the Market Test according to the Guidelines and the Notice. Recipient agrees that this provision includes a prohibition against the direct or indirect use of any of Disclosing Party’s Confidential Information to develop, enhance or add features to any product, service, technology or software or use such to disclose to, advice, assist or consult with any gas supplier, gas shipper, gas network user or competitor of the Disclosing Party.

2.3. The Recipient undertakes to use all reasonable precautions to prevent the unauthorized disclosure or use of Disclosing Party’s Confidential Information and shall ensure proper and secure storage of all such Confidential Information and any copies thereof to at least the same standard as the Recipient keeps its own Confidential Information.

2.4. The Recipient may disclose Disclosing Party’s Confidential Information:

(a) to the Recipient’s regulatory authority (i.e. RAE) or the European Commission, in accordance with the provisions of the Recipient’s national legislation and the provisions of

European Union law;

(b) to the Recipient's auditors, professional advisers and financial institutions and any other person having a legal right or duty to have access to or knowledge of such Confidential Information in connection with the business of the Recipient;

(c) to the Recipient's directors and members of its corporate bodies and its employees and agents for the purposes of obtaining any relevant corporate authorization required under its governance rules in connection with the Market Test;

(d) if the Recipient is required to disclose by applicable law or order of a court of competent jurisdiction or other government body, department or agency.

2.5. Regarding clause 2.4. (b) and (c) the Recipient may disclose Disclosing Party's Confidential Information, only to the extent necessary to perform their respective duties and in such event shall inform each of said auditors, professional advisers, persons or bodies, directors, employees and agents of the confidential nature of the Confidential Information and the Recipient's obligations in respect thereof. If the Recipient discloses information in accordance with clause 2.4. (b) and (c) above, it shall assume full responsibility for any breach by such auditors, professional advisers, persons or bodies, directors, employees and agents of the terms of this Agreement.

2.6. Regarding to the clause 2.4. (a) and (d) the Recipient shall if reasonably possible first inform the Disclosing Party in writing before any disclosure under such order or obligation is made if lawfully permitted to do so.

### **3. EXCLUSIONS**

The obligations of confidentiality in Clause 2 above shall not apply to any information that:

(a) is at the date of its disclosure generally known or widely available to the public, or which subsequently becomes generally known or widely available to the public other than by an act or failure to act on the part of the Recipient or persons for whom the Recipient has assumed responsibility under this Agreement;

(b) was known by the Recipient prior to receiving such information or materials from the Disclosing Party;

(c) at any time after the Effective Date has been acquired by the Recipient from any third party who did not acquire such information directly or indirectly from the Disclosing Party or any of its employees;

(d) was or is independently developed by the Recipient, its employees, agents, consultants or other representatives without the use of Confidential Information.

### **4. OWNERSHIP OF CONFIDENTIAL INFORMATION**

Nothing in this Agreement shall be construed to grant Recipient any rights, by license or otherwise, to any Confidential Information, except as strictly necessary to fulfil the Market Test.

## **5. PERSONAL DATA**

The Parties shall process personal data exchanged during the Market Test procedure and under this Agreement during and for its performance (hereinafter referred to as "Personal Data") in accordance with the provisions of applicable legislation and today those of Regulation 2016/679/EU (hereinafter "General Regulation"). Personal data shall not be transmitted, disclosed or communicated to third parties, nor shall they be subject to any other processing for purposes other than the execution of the Agreement, except in cases of legal obligation or explicit consent of the data subject. The Company declares to have implemented relative data protection measures in compliance with the General Regulation. DESFA has implemented the data protection policy publicly available on DESFA's corporate website<sup>9</sup>.

## **6. TERM**

6.1. This Agreement shall come into force on the Effective Date and shall expire without notice three (3) years after the Effective Date, unless mutually terminated earlier by the Parties. This agreement also applies to any and all successors of the Parties.

6.2. The obligations set forth in this Agreement shall survive termination or expiry for two (2) years.

## **7. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed exclusively in accordance with Greek law. Any disputes arising out of or in connection with this Agreement (including its interpretation) shall be referred to the courts of Athens, Greece.

## **8. LIABILITY**

8.1. Neither Party shall be liable to the other Party by way of indemnity as a result of breach of contract for any loss, damage or costs resulting from or arising out of or in connection with this Agreement, except where such loss, damage or costs arises out of or results from the willful misconduct or gross negligence of this Agreement by such Party.

8.2. In no event shall either Party by way of indemnity as a result of breach of contract be liable to the other Party for any indirect or consequential losses, loss of contract, loss of profit, loss of opportunity, or loss of goodwill arising out of or in connection with this Agreement and each Party hereby releases the other Party from any liability for loss or damage as above.

## **9. MISCELLANEOUS**

9.1. If any clause contained in this Agreement is, for any reason, held to be invalid or unenforceable, in any respect, such unenforceability will not affect the validity of the remaining Agreement.

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<sup>9</sup> <https://www.desfa.gr/regulatory-framework/compliance/prostasia-prosopikwn-dedomenwn>

9.2. Any modifications to this Agreement are only valid if in writing and duly signed by both Parties.

9.3. Any notice or other communication to be given under or in connection with this Agreement shall be in the Greek or the English language in writing and executed by or on behalf of the Party giving it and marked for the attention of the other Party. A notice may be delivered by registered mail or courier to the address provided hereof:

Name: Hellenic Gas Transmission System Operator S.A.  
Address: Messogion 357-359  
For the attention of:  
with a copy to:

or by email in: market-test@desfa.gr

Name: *[Market Test Participant]*  
Address:  
For the attention of:  
with a copy to:

or by email in:

9.4. This Agreement has been entered into in two (2) counterparts each an original and of equal value upon the date stated at the beginning of this Agreement.

Signed for and on behalf of

**For the Hellenic Gas Transmission System  
Operator (DESFA):**

**For the [ ..... ]**

Signature .....

Signature .....

Name.....

Name.....

Title .....

Title .....