To

DESFA S.A.

357-359 Messogion ave.

15 231 Halandri

for Commercial Services Division

Send by e-mail at market-test@desfa.gr

SUBJECT: H2 Call of Interest

The undersigned ……………... in his/her capacity as …………... acting in the name and on behalf of the Company ……………………., possession of the necessary authority (a certified copy from the relevant business register, where applicable, or a power of attorney duly signed by a legal representative of the company), with registered office in ……………….., VAT number …..., with business registration no ………..…. in …………….….

In the name and on behalf of this Company,

PRESENTS

* A certified copy from the relevant business register, where applicable, or a power of attorney duly signed by a legal representative of the company;
* A non-binding Call of Interest Form for the usage of H2, according to the intended type of use (i.e. producer, consumer, producer & consumer, trader/supplier) [as set out in Attachment I](http://context.reverso.net/traduzione/inglese-italiano/as%2Bset%2Bout%2Bin%2Bthe%2BAnnex%2Bto%2Bthis);
* Two copies of Non-Disclosure Agreement, [as set out in Attachment II](http://context.reverso.net/traduzione/inglese-italiano/as%2Bset%2Bout%2Bin%2Bthe%2BAnnex%2Bto%2Bthis)I, filled in and signed by the legal representative.

DECLARES

* [To assume full and sole responsibility](http://context.reverso.net/traduzione/inglese-italiano/to%2Bassume%2Bfull%2Bresponsibility) concerning [the correctness and completeness of the information](http://context.reverso.net/traduzione/inglese-italiano/the%2Bcorrectness%2Band%2Bcompleteness%2Bof%2Bthe%2Binformation) and data provided;
* To undertake to notify promptly any possible changes of information and data provided.

ACCEPTS AND RECOGNIZES

* All the information present in this form and in its attachments will be used by DESFA in order to conduct a comprehensive survey to assess the potential of the hydrogen market in Greece;
* DESFA may request further information in case required;
* The submission of this form and its attachments neither binds the Company nor does it bind DESFA to proceed to any action and/or investment;
* The Company acknowledges the Privacy Notice, aiming to inform participants in this Call of Interest for the Processing of Personal Data Information Pursuant to Regulation (EU) 2016/679, attached herein (Attachment II: Processing of Personal Data Information (Privacy Notice)).

All the communication about this procedure must be sent to DESFA’s postal or email address mentioned here above.

The Company authorizes the following contact person for any communication regarding this Call of Interest:

|  |
| --- |
| **CONTACT PERSON** |
| SURNAME: |
| NAME: |
| POSITION: |
| PHONE/MOBILE: |
| EMAIL ADDRESS: |

…………………… (*Place*) ……/….… / …………(*Date*)

………………………………………………..……. (*Company name*)

……………………………………………………… (*Stamp and Signature of the*  *representative*)

# Attachment I: Non-Binding Call of Interest Form for the H2 market

 [please fill in or delete as appropriate according to the type of H2 market participant:

(i) Producer of H2, (ii) Consumer of H2, (iii) Producer & Consumer of H2, (iv) Trader/Supplier of H2]

## Producer of H2

1. **Please state the sector your company belongs to (*e.g., energy production, refining/petrochemicals, steel/metallurgy, mobility, academic institution, etc.)?***
	* [Text]

1. **How many hydrogen production projects are you planning to develop?**
	* [Text]
2. **Please fill in the following information for each project that you are planning to develop:**

***Project 1***

* + Name of the project (*including abbreviation*):
	+ Short description:
	+ Location:
	+ What type of hydrogen do you plan to produce:
		1. Renewable hydrogen
		2. Low carbon hydrogen
		3. All types of hydrogen
	+ Please give an estimation on the hydrogen production volumes in MWh/d of your project (*For conversion purposes, consider the energy value of 1 kg of hydrogen to be 33.3 kWh*):
	+ What is the preferred hydrogen pressure regime for your project? **(Optional)**
	+ What will be the purity level of the hydrogen that you plan to produce? **(Optional)**
	+ Can you provide us with further information on the hydrogen production profile of your project (*e.g., duration and magnitude in kg of H2/h, peak frequency, balancing needs, etc.*)?
	+ Please indicate the maturity status of your project:
		1. Considerations of projection initiation
		2. Pre-feasibility
		3. Feasibility
		4. FID
		5. Planned project financing
		6. Establishment phase
		7. Commissioning/In operation
	+ Please give an estimation on the start date of operation of your project (*in case of phasing of the project, please mention the respective dates of each phase*):
	+ Are there any other stakeholders involved in your project?
		1. Yes
		2. No
	+ If yes, please name the stakeholders involved besides your company:
		- [Text]

***Project 2***

* + Name of the project (*including abbreviation*):
	+ Short description:
	+ Location (*please specify the region where the project will be developed*):
	+ What type of hydrogen do you plan to produce:
		1. Renewable hydrogen
		2. Low carbon hydrogen
		3. All types of hydrogen
	+ Please give an estimation on the hydrogen production volumes in MWh/d of your project (*For conversion purposes, consider the energy value of 1 kg of hydrogen to be 33.3 kWh*):
	+ What is the preferred hydrogen pressure regime for your project? **(Optional)**
	+ What will be the purity level of the hydrogen that you plan to produce? **(Optional)**
	+ Can you provide us with further information on the hydrogen production profile of your project (*e.g., duration and magnitude in kg of H2/h, peak frequency, balancing needs, etc.*)?
	+ Please indicate the maturity status of your project:
		1. Considerations of projection initiation
		2. Pre-feasibility
		3. Feasibility
		4. FID
		5. Planned project financing
		6. Establishment phase
		7. Commissioning/In operation
	+ Please give an estimation on the start date of operation of your project (*in case of phasing of the project, please mention the respective dates of each phase*):
	+ Are there any other stakeholders involved in your project?
		1. Yes
		2. No
	+ If yes, please name the stakeholders involved besides your company:
		- [Text]

1. **Will you be needing hydrogen storage services?**
2. Yes
3. No
4. **In your opinion what are the most important obstacles/barriers for the implementation of your project?**
	* [Text]
5. **Please share with us any additional comments or information related to the development of hydrogen transmission infrastructure & market:**
	* [Text]

## Consumer of H2

1. **Please state the sector your company belongs to (*e.g., energy production, refining/petrochemicals, steel/metallurgy, mobility, academic institution, etc.)?***
	* [Text]
2. **How many hydrogen consumption points are you planning to have?**
	* [Text]
3. **Please fill in the following information for each consumption point:**

***Consumption Point 1***

* + Please indicate the type of consumption that you plan to have:
		1. Raw material
		2. Heat
		3. Fuel for mobility
		4. Energy production
		5. Other (please specify):
	+ Short description of the consumption installation:
	+ Location:
	+ What type of hydrogen do you plan to consume?
		1. Renewable hydrogen
		2. Low carbon hydrogen
		3. All types of hydrogen
	+ Do you plan to consume:
		1. 100% Hydrogen
		2. Blend of hydrogen and gas
* In case of blend, up to what percentage of hydrogen do you plan to consume?
	+ Please give an estimation on the hydrogen consumption volumes in MWh/d of your project (*For conversion purposes, consider the energy value of 1 kg of hydrogen to be 33.3 kWh*):
	+ What is the preferred hydrogen pressure regime for your consumption point? **(Optional)**
	+ What will be the purity level of the hydrogen that you plan to consume? **(Optional)**
	+ Can you provide us with further information on the hydrogen consumption profile of your project (*e.g., duration and magnitude in kg of H2/h, peak frequency, balancing needs, etc.)?*
	+ Please give an estimation on the start date of hydrogen consumption of your project (*in case of phasing, please mention the respective dates of each phase*):
	+ Are there any other stakeholders involved?
		1. Yes
		2. No
	+ If yes, please name the stakeholders involved besides your company:
		- [Text]

***Consumption Point 2***

* + Please indicate the type of consumption that you plan to have:
		1. Raw material
		2. Heat
		3. Fuel for mobility
		4. Energy production
		5. Other (please specify):
	+ Short description of the consumption installation:
	+ Location:
	+ What type of hydrogen do you plan to consume?
		1. Renewable hydrogen
		2. Low carbon hydrogen
		3. All types of hydrogen
	+ Do you plan to consume:
		1. 100% Hydrogen
		2. Blend of hydrogen and gas
* In case of blend, up to what percentage of hydrogen do you plan to consume?
	+ Please give an estimation on the hydrogen consumption volumes in MWh/d of your project (*For conversion purposes, consider the energy value of 1 kg of hydrogen to be 33.3 kWh*):
	+ What is the preferred hydrogen pressure regime for your consumption point? **(Optional)**
	+ What will be the purity level of the hydrogen that you plan to consume? **(Optional)**
	+ Can you provide us with further information on the hydrogen consumption profile of your project (*e.g., duration and magnitude in kg of H2/h, peak frequency, balancing needs, etc.)?*
	+ Please give an estimation on the start date of hydrogen consumption of our project (*in case of phasing, please mention the respective dates of each phase*):
	+ Are there any other stakeholders involved?
		1. Yes
		2. No
	+ If yes, please name the stakeholders involved besides your company:
		- [Text]
1. **Will you be needing hydrogen storage services?**
	1. Yes
	2. No
2. **In your opinion what are the most important obstacles/barriers for the implementation of your project?**
	* [Text]
3. **Please share with us any additional comments or information related to the development of hydrogen transmission infrastructure & market:**
	* [Text]

## Trader/Supplier of H2

1. **What type of activity are you planning to carry out:**
	1. Domestic supply
	2. Imports/Exports
	3. Domestic supply & Imports/Exports
2. **What type of hydrogen do you plan to trade:**
	1. Renewable hydrogen
	2. Low carbon hydrogen
	3. All types of hydrogen
3. **What form of hydrogen do you plan to trade?**
	* 1. Gaseous Hydrogen
		2. Ammonia
		3. Methanol
		4. Compressed hydrogen
		5. Liquid hydrogen
		6. Other (*please specify*):
4. **Please give an estimation on the volumes that you plan to trade per year:**
* [Text]
1. **In your opinion what are the most important obstacles/barriers for the development of the hydrogen market?**
	* [Text]
2. **Please share with us any additional comments or information related to the development of hydrogen transmission infrastructure & market:**
	* [Text]

# Attachment II: Processing of Personal Data Information (Privacy Notice)

Pursuant to and for the purposes of articles 12-14 of EU Regulation 679/2016 (hereinafter "GDPR"), DESFA (hereinafter the "Company"), as Data Controller, hereby provides you with information on the processing of personal data supplied by you in connection with the market test process related to H2 (“Call of Interest”), namely identification data of legal representatives and identification data and contact details of authorized contact persons.

1. **Purpose and legal grounds of the processing**

The personal data will be processed by the Company for the purpose of pursuing business development goals of the Company as per its mission (legitimate interest).

For the purposes described above the provision of the specified data do not exceed what is necessary.

1. **Methods of processing**

According to the aforementioned purposes, the processing of your personal data is carried out using manual or IT tools designed to store, manage and transmit the same data, solely for the purpose of pursuing the purposes for which they were collected and, in any case, in such a way as to guarantee the security and confidentiality of the company functions entrusted with the constitution, administration and management of the relationship (Commercial Services Division and Strategy and Development Division of the Company), and whose staff has been appropriately instructed in order to guarantee confidentiality and avoid loss, destruction, unauthorized access or unauthorized processing of the same data.

The processing of all data provided will be carried out prudently and through forms of organization of the same strictly related to the obligations, tasks or purposes described in this disclosure.

1. **Policy on the retention of personal data**

The Company keeps in its systems the data acquired in a form that allows the identification of data subject parties for a period of time not exceeding the achievement of the purposes for which they are processed or to comply with specific regulatory or contractual obligations, including those imposed by the standing legal provisions.

Your personal data will be kept for the entire duration of the Call of Interest, as well as for further 3 years from the end of the year of the Call of Interest. At the end of this period your personal data will be destroyed and / or deleted by the data owner. We may retain your data for a longer period of time, if this is necessary to defend our rights and lawful interests before any competent court and any other public authority, up to the limitation period of the relevant claims.

1. **Categories of parties to whom the data may be communicated**

The personal data provided will not be disseminated, or will not be disclosed to third parties, in any possible form, including that of their availability or simple consultation. However, they may be subject to communication, to well-defined individuals, in full compliance with the provisions of the law, for purposes strictly related to the execution of our legal obligations.

In addition, your personal data may also be made available to the Judicial Authority and/ or Police, upon their specific request, for the purpose of identifying the perpetrators of any unlawful acts committed to the detriment of the Company or otherwise.

As a rule, we will not process your data outside of the European Economic Area. Should we do so, we will ensure that either derogations or appropriate safeguards of articles 44-50 of the GDPR for the protection of your personal data are in place, especially the standard contractual clauses of the European Commission. We may provide to you a copy of these safeguards upon your request.

1. **Data Controller and DPO**

The Data Controller is DESFA, based in Halandri/Greece, Messogion ave. 357-359, GR-15231

You may contact the DPO of DESFA by email in the following address: dpo@desfa.gr

1. **Rights conferred by the law to data subjects**

We inform you that pursuant to art. 15-22 of the GDPR EU 2016/679, the data subject parties may exercise specific rights, by contacting the Data controller, including:

1. Right of access: the right to obtain from the Data Controller confirmation that personal data is being processed and, in this case, to obtain access to personal data and further information on the origin, purpose, category of data processed, recipients of communication and / or data transfer, etc.
2. Right of rectification: right to obtain from the Data Controller the correction of inaccurate personal data without unjustified delay, as well as the integration of incomplete personal data, by providing an additional declaration too
3. Right to cancellation: right to obtain from the Data Controller the deletion of personal data without undue delay in the event that:
* personal data are no longer necessary with respect to the purposes of the processing;
* the consent on which the processing is based is revoked and there is no other legal ground for data processing;
* personal data have been processed unlawfully;
* personal data must be deleted to fulfil a legal obligation.
1. Right of refusal to processing: the right to object at any time to the processing of personal data that have as their legal ground a legitimate interest of the Data Controller.
2. Right to limit processing: the right to obtain from the Controller the limitation of processing, in cases where the accuracy of personal data is questioned (for the period necessary for the data controller to verify the accuracy of such personal data), if the treatment is illegal and / or data subject has refused processing.
3. Right to data portability: the right to receive personal data in a structured, commonly and automatically readable format, and to transmit such data to another data controller, only for cases where the processing is based on consent and only for data processed by electronic means.
4. Right to lodge a complaint with a supervisory authority: without prejudice to any other administrative or judicial appeal, the interested party who considers that the processing that concerns him infringe the Privacy legislation has the right to lodge a complaint with the State control authority Member in which he resides or works habitually, or the State in which the alleged infringement has occurred.

If the data subject party wants more information on the processing of his/her personal data, or exercise the rights previously indicated, he/she can contact the Data Protection Officer by writing an email to the following address: dpo@desfa.gr.

# Attachment III: Non-Disclosure Agreement

This Agreement is entered into force on […] (“**Effective Date**”), between

(1) Hellenic Gas Transmission System Operator Societe Anonyme, a company incorporated and existing under the laws of the Hellenic Republic, having its headquarters and registered office at 357-359 Messogion Avenue, Chalandri, GR-152 31, registered under the Business Registry number (GEMI) 7483601000 (“DESFA”), duly represented by [•]; and

(2) [•], a company incorporated and existing under the laws of [•], having its headquarters and registered office at [•], registered under the Business Registry number [•] (the "**Company**"), duly represented by [•]

each called the “Party” and collectively the “Parties”.

WHEREAS

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

(B) BULGARTRANSGAZ is the operator of the Natural Gas Transmission System in Bulgaria;

(C) As part of the “Internal hydrogen infrastructure in Greece towards the Bulgarian border” project, also known as Greek Hydrogen backbone, included in the 1st PCI/PMI list of the European Commission, DESFA and BULGARTRANSGAZ intend to launch a Joint Call of Interest to assess the potential of the hydrogen market in Greece and Bulgaria (the “Call”).

(D) The aim of the Call is to gather valuable insights from industry stakeholders and market participants, which will be instrumental in the formation of the Greek Hydrogen Backbone. The information gathered from this Call will facilitate a more comprehensive understanding and assessment of market conditions and dynamics, thereby providing essential insights for strategic planning and development in relation to hydrogen;

(E) The Company intends to participate to the Call;

(F) 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. The following capitalized terms and expressions, when used in this Agreement shall have the following meaning:

(a) “**Affiliates**” means in relation to either Party any company or legal entity that controls or is controlled by, or that is controlled by an entity that controls such Party. “Control” means the direct or indirect ownership of more than fifty (50) percent of the voting rights in a company or other legal entity. Additionally, in relation to DESFA “Affiliates” shall also mean the shareholders of DESFA and the shareholders of Senfluga Energy Holdings S.A..

(b) “**Confidential Information**” means the information and materials disclosed, during the participation in the Call 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 Call, 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 Call; and financial and business information and any information relating to the business, business plans, strategies and commercial information of a Party.

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

(d) “**Hydrogen Call of Interest**” means the non-binding market survey for the usage of H2 in Greece launched by DESFA

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

**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 Call. 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 energy supplier, energy shipper, energy 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. Hellenic Regulatory Authority for Waste, Energy and Water) or the European Commission, in accordance with the provisions of the Recipient´s national legislation and the provisions of European Union law;

(b) to BULGARTRANSGAZ in order to jointly assess the potential of the hydrogen market in Greece and Bulgaria;

(c) to the Recipient's affiliates, 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;

(d) to the Recipient’s, directors and members of its corporate bodies, its employees and agents for the purposes of obtaining any relevant corporate authorization required under its governance rules;

(e) 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 affiliates, 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 advisors, persons or bodies, directors, employees and agents of the terms of this Agreement.

2.6. Regarding 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 Call.

**5. PERSONAL DATA**

The Parties shall process personal data exchanged in the Call 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 Call, 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[[1]](#footnote-1).

**6. TERM**

6.1. This Agreement shall come into force on the Effective Date and shall expire without notice 3 (three) 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 2 (two) years.

**7. GOVERNING LAW AND JURISDICTION**

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

**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.

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 personally, 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:

Name: *[Participant]*

Address:

For the attention of:

with a copy to:

9.4. This Agreement has been entered into in 2 (two) 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 For the […] (Company)**

**Operator (DESFA):**

Signature .............................................. Signature .............................................

Name.................................................... Name....................................................

Title ...................................................... Title ......................................................

1. <https://www.desfa.gr/regulatory-framework/compliance/prostasia-prosopikwn-dedomenwn> [↑](#footnote-ref-1)