



ΕΦΗΜΕΡΙΔΑ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ ΤΗΣ ΕΛΛΗΝΙΚΗΣ ΔΗΜΟΚΡΑΤΙΑΣ

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ΤΕΥΧΟΣ ΔΕΥΤΕΡΟ

Αρ. Φύλλου 3925

ΑΠΟΦΑΣΕΙΣ

Αριθμ. απόφ. 532/2022

Έγκριση Κατευθυντήριων Γραμμών και Πρόσκλησης Εκδήλωσης Ενδιαφέροντος για τη συμμετοχή στη δέσμευση δυναμικότητας στην Ελληνική πλευρά του Σημείου Διασύνδεσης «Ευζώνων / Γευγελής».

Η ΡΥΘΜΙΣΤΙΚΗ ΑΡΧΗ ΕΝΕΡΓΕΙΑΣ

Λαμβάνοντας υπόψη:

1. Τον ν. 4001/2011 «Για τη λειτουργία Ενεργειακών Αγορών Ηλεκτρισμού και Φυσικού Αερίου, για Έρευνα, Παραγωγή και δίκτυα μεταφοράς Υδρογονανθράκων και άλλες ρυθμίσεις» (Α' 179).

2. Την Οδηγία 2009/73/ΕΚ (εφεξής «Οδηγία») του Ευρωπαϊκού Κοινοβουλίου και του Συμβουλίου της 13ης Ιουλίου 2009 σχετικά με τους κοινούς κανόνες για την εσωτερική αγορά φυσικού αερίου και την κατάργηση της οδηγίας 2003/55/ΕΚ, και ιδίως το άρθρο 36.

3. Τον Κανονισμό (ΕΚ) 715/2009 του Ευρωπαϊκού Κοινοβουλίου και του Συμβουλίου της 13ης Ιουλίου 2009 σχετικά με τους όρους πρόσβασης στα δίκτυα μεταφοράς φυσικού αερίου και για την κατάργηση του Κανονισμού (ΕΚ) 1775/2005.

4. Τον Κανονισμό (ΕΕ) 2017/459 της Επιτροπής της 16ης Μαρτίου 2017 για τη θέσπιση κώδικα δικτύου σχετικά με μηχανισμούς κατανομής δυναμικότητας στα συστήματα μεταφοράς αερίου και για την κατάργηση του Κανονισμού (ΕΕ) 984/2013.

5. Την υπό στοιχεία Δ1/Α/5346/22.3.2010 απόφαση του Υφυπουργού Περιβάλλοντος Ενέργειας και Κλιματικής Αλλαγής «Κώδικας Διαχείρισης του Εθνικού Συστήματος Φυσικού Αερίου» (Β' 379) (εφεξής ο «Κώδικας Διαχείρισης ΕΣΦΑ»), όπως τροποποιήθηκε με τις υπ' αρ. 1096/2011 (Β' 2227), 526/2013 (Β' 3131), 239/2017 (Β' 1549 και Β' 2159), 123/2018 (Β' 788), 1005/2019 (Β' 4088), υπ' αρ. 727/2020 (Β' 1684), 1035/2020 (Β' 2840), 1400/2020 (Β' 4585), 1433/2020 (Β' 4799 και Β' 5078), 735/2021 (Β' 4687) και 1060/2021 (Β' 37/2022) αποφάσεις της ΡΑΕ.

6. Την υπ' αρ. 236/2019 απόφαση της ΡΑΕ «Έγκριση του Προγράμματος Ανάπτυξης ΕΣΦΑ 2017-2026» (Β' 1089).

7. Την υπ' αρ. 116/2021 απόφαση της ΡΑΕ «Έγκριση

του Προγράμματος Ανάπτυξης του Εθνικού Συστήματος Φυσικού Αερίου (ΕΣΦΑ) για την περίοδο 2021-2030» (Β' 1392).

8. Το υπ' αρ. πρωτ. 139049/22.12.2021 (ΡΑΕ Ι-316675/24.12.2021) έγγραφο του ΔΕΣΦΑ «Διερεύνηση αγοράς (Market Test) για την υλοποίηση του έργου διασύνδεσης Ελλάδας - Βορείου Μακεδονίας».

9. Το υπ' αρ. πρωτ. 139355/20.01.2022 (ΡΑΕ Ι-318579/24.01.2022) έγγραφο του ΔΕΣΦΑ «Απάντηση στην επιστολή της ΡΑΕ με θέμα «Παρατηρήσεις επί του Σχεδίου Προγράμματος Ανάπτυξης ΕΣΦΑ 2022-2031»».

10. Τις απόψεις που υποβλήθηκαν στο πλαίσιο της δημόσιας διαβούλευσης που διενήργησε η ΡΑΕ κατά το χρονικό διάστημα 13.01.2022 - 07.02.2022 επί της ως άνω αρχικής πρότασης του Διαχειριστή για τα κείμενα που αφορούν στη διενέργεια διερεύνησης αγοράς για την υλοποίηση του έργου «Αγωγός Νέας Μεσημβρίας - Ευζώνων / Γευγελή και Μετρητικός Σταθμός»¹, ήτοι τα με υπ' αρ. πρωτ. ΡΑΕ έγγραφα: ΔΕΠΑ ΕΜΠΟΡΙΑΣ (ΡΑΕ Ι-319372/07.02.2022) (ΕΜΠΙΣΤΕΥΤΙΚΟ), ΔΕΗ (ΡΑΕ Ι-319710/07.02.2022) και ΡΑΕ Ι-318505/21.01.2022 (ΕΜΠΙΣΤΕΥΤΙΚΟ)².

11. Το υπ' αρ. πρωτ. 141039/16.05.2022 (ΡΑΕ Ι-328339/17.05.2022) έγγραφο του ΔΕΣΦΑ, με θέμα «Απαντήσεις ΔΕΣΦΑ επί των σχολίων της δημόσιας διαβούλευσης των κειμένων της Δοκιμής Αγοράς (Market Test) για το έργο διασύνδεσης Ελλάδας - Βόρειας Μακεδονίας και τελική πρόταση του ΔΕΣΦΑ για τα κείμενα του Market Test».

12. Το ενημερωτικό σημείωμα του Διαχειριστή σχετικά με τον παράγοντα f, το οποίο τέθηκε σε δημόσια διαβούλευση από την Αρχή το χρονικό διάστημα 20.05.2022 - 03.06.2022³.

13. Τις απόψεις που υποβλήθηκαν στο πλαίσιο της δημόσιας διαβούλευσης που διενήργησε η ΡΑΕ στο διάστημα 20.05.2022 - 03.06.2022, σχετικά με τον παράγοντα f, ήτοι το με υπ' αρ. πρωτ. ΡΑΕ Ι-329078/01.06.2022 (ΕΜΠΙΣΤΕΥΤΙΚΟ) έγγραφο.

14. Το γεγονός ότι από τις διατάξεις της παρούσης δεν προκαλείται δαπάνη σε βάρος του κρατικού προϋπολογισμού.

¹ <https://www.rae.gr/diavoulefseis/19379/>

² <https://www.rae.gr/diavoulefseis/21985/>

³ <https://www.rae.gr/diavoulefseis/31913/>

Σκέφτηκε ως εξής:

Επειδή, σύμφωνα με την παρ. 4 Α (ii) του άρθρου 92 του Κώδικα Διαχείρισης ΕΣΦΑ (σχετικό 5): «Στο Σχέδιο Προγράμματος Ανάπτυξης αναφέρονται διακριτά Έργα τα οποία περιλαμβάνονται για πρώτη φορά στο Σχέδιο [...] ii) με πρωτοβουλία του Διαχειριστή, στο πλαίσιο των αρμοδιοτήτων του (Έργα Ανάπτυξης ΕΣΦΑ). Για τα έργα αυτά περιλαμβάνεται: α) Τεκμηρίωση της σκοπιμότητας ένταξης του έργου στο Πρόγραμμα Ανάπτυξης, σύμφωνα με τα κριτήρια της διάταξης της παραγράφου [2], β) Τα τεχνικά χαρακτηριστικά του έργου και ο τρόπος υλοποίησης αυτού, με αναλυτική περιγραφή των επί μέρους σταδίων υλοποίησης και, ιδίως, του σχεδιασμού, της αδειοδότησης, της κατασκευής και της θέσης σε λειτουργία αυτού, γ) Χρονοδιάγραμμα υλοποίησης του έργου με συγκεκριμένα χρονικά ορόσημα, μεταξύ των οποίων η Έναρξη Έργου, η Ημερομηνία Ολοκλήρωσης Έργου και η Ημερομηνία Έναρξης Λειτουργίας Έργου, δ) Τεκμηρίωση της συμφωνίας του χρονοδιαγράμματος υλοποίησης του έργου με το χρονοδιάγραμμα κάθε άλλου λειτουργικά σχετιζόμενου έργου περιλαμβανομένου ή μη στο Σχέδιο, ώστε να επιτυγχάνεται η έγκαιρη και εντός του προβλεπόμενου οικονομικού προϋπολογισμού επίτευξη των στόχων του Προγράμματος Ανάπτυξης, ε) Προϋπολογισμός κόστους, τρόπος χρηματοδότησης και τρόπος ανάκτησης των αντίστοιχων επενδύσεων καθώς και: (i) Στην περίπτωση Έργου Ανάπτυξης ΕΣΦΑ, εκτίμηση σχετικά με την επίπτωση στη Μέση Χρέωση Χρήσης ΕΣΦΑ, έναντι του οφέλους που προκύπτει από την υλοποίηση του έργου αυτού σε σχέση με την ασφάλεια εφοδιασμού της χώρας με φυσικό αέριο και την ανάπτυξη ανταγωνισμού στην εθνική και περιφερειακή αγορά φυσικού αερίου. (ii) Στην περίπτωση Έργου Σύνδεσης Χρηστών, εκτίμηση σχετικά με τη μεταβολή της Μέσης Χρέωσης Χρήσης ΕΣΦΑ κατά την Περίοδο Υπολογισμού Τιμολογίων από την υλοποίηση του έργου».

Επειδή, το έργο «Αγωγός Νέας Μεσημβρία - Ειδομένη / Γευγελή και Μετρητικός / Ρυθμιστικός Σταθμός» περιλήφθηκε από το Διαχειριστή για πρώτη φορά στο Πρόγραμμα Ανάπτυξης του ΕΣΦΑ για τα έτη 2017-2026 και εγκρίθηκε με την υπ' αρ. 236/2019 απόφαση της Αρχής (σχετικό 6), στην οποία ρητά αναφέρεται: «Ένταξη στη ΡΠΒ (εξαιρουμένων των επιχορηγήσεων): υπό την προϋπόθεση διεξαγωγής δεσμευτικής διαδικασίας κατανομής δυναμικότητας «market test» σε συνεννόηση και μετά από σύμφωνη γνώμη της ΡΑΕ η οποία δεν θα οδηγήσει σε αύξηση της Μέσης Χρέωσης Χρήσης ΕΣΦΑ».

Επειδή, σύμφωνα δε με το σκεπτικό της υπ' αρ. 116/2021 απόφασης της Αρχής με την οποία εγκρίθηκε το πλέον πρόσφατο Πρόγραμμα Ανάπτυξης ΕΣΦΑ και αφορά στα έτη 2021-2030 (σχετικό 7): «Το έργο αποσκοπεί στη διασύνδεση των συστημάτων φυσικού αερίου Ελλάδας και Βόρειας Μακεδονίας για την προώθηση της περιφερειακής ανάπτυξης της αγοράς φυσικού αερίου, προς όφελος της Βόρειας Μακεδονίας, καθώς θα συμβάλει στη διαφοροποίηση των πηγών προμήθειας της χώρας και θα έχει θετικό αντίκτυπο στον τελικό καταναλωτή της εν λόγω αγοράς. Για το σκοπό αυτό έχει υπογραφεί Μνημόνιο Συνεργασίας ανάμεσα στον ΔΕΣΦΑ και

την ΜΕΡ τον Οκτώβριο 2016. Για τους ανωτέρω λόγους, όπως είχε σημειωθεί και στην υπ' αρ. 755/2020 απόφαση της ΡΑΕ για την έγκριση του Προγράμματος Ανάπτυξης 2020-2029, το εν λόγω έργο εντάσσεται μεν στη ΡΠΒ Μεταφοράς, ωστόσο παρίσταται εύλογο να ανακτηθεί το κόστος επένδυσης από τους Χρήστες που δραστηριοποιούνται στην αγορά της Βόρειας Μακεδονίας. Για το λόγο αυτό, κρίνεται σκόπιμη η διενέργεια Market Test, οι όροι του οποίου θα εγκριθούν από τη ΡΑΕ. Προφανώς, η επιτυχία του εν λόγω Market Test αποτελεί πρόκριμα για την τελική έγκριση της Αρχής. Το εν λόγω έργο βρίσκεται στο στάδιο του βασικού σχεδιασμού και έχουν εγκριθεί οι περιβαλλοντικοί όροι. Η ημερομηνία υλοποίησής του έχει μετατεθεί για τον Ιούνιο 2024, καθώς δεν έχει ολοκληρωθεί η συμφωνία με τη Βόρεια Μακεδονία για τη διενέργεια του Market Test. Η ως άνω χρονική μετάθεση κρίνεται αποδεκτή.».

Επειδή, σύμφωνα με την υπ' αρ. 116/2021 απόφαση της Αρχής (σχετικό 7) το έργο εντός της ελληνικής επικράτειας συνίσταται σε:

- Αγωγή μήκους 54 km και διαμέτρου 30 in, με πίεση σχεδιασμού 80 barg και μέγιστη πίεση λειτουργίας 66.4 barg οποίος ξεκινά από την Νέα Μεσημβρία (Σημείο σύνδεσης κατάντη του Συμπιεστή Ν. Μεσημβρίας) έως το Μεθοριακό Σταθμό U-7550 που ανήκει στα Διοικητικά Όρια της Κοινότητας Ευζώνων, ανατολικά από τον ποταμό Αξιό.

- Συνοριακό Μετρητικό Συνοριακό Σταθμό (ΜΣΣ) στην περιοχή διασύνδεσης (εκτιμώμενη δυναμικότητα 430.000 Nm³/h)

- Σταθμό Ξεστροπαγίδων - αποστολής (Launcher Scraper Stations) στην διασύνδεση με τον ΕΣΜΦΑ στην Νέα Μεσημβρία

- Σταθμό Ξεστροπαγίδων - αποστολής (Launcher Scraper Station) και υποδοχής (Receiver Scraper Station) στην περιοχή του ΜΣΣ.

Επειδή, περαιτέρω, στην υπ' αρ. 116/2021 απόφαση της Αρχής αναφέρεται ότι: «Το έργο θα υλοποιηθεί μετά την ολοκλήρωση του market test και την υπογραφή συμφωνίας συνεργασίας με την ΝΕΡ, η οποία θα περιλαμβάνει τα στάδια που πρέπει να ακολουθηθούν και από τις δύο πλευρές για την υλοποίηση της διασύνδεσης και θα αναλύει τις λεπτομέρειες των υποχρεώσεων και ευθυνών κάθε πλευράς.».

Επειδή, στο πλαίσιο αυτό ο Διαχειριστής με το σχετικό 8 υπέβαλε την πρότασή του για τα ακόλουθα δύο κείμενα που διαμορφώνουν το πλαίσιο για τη διενέργεια του Market Test: α) τις κατευθυντήριες γραμμές για την κατανομή δυναμικότητας στο ελληνικό τμήμα του Σημείου Διασύνδεσης Ευζώνων - Γευγελής (Market Test Guidelines) και β) την Πρόσκληση για την εκδήλωση συμμετοχής στην κατανομή δυναμικότητας (Market Test Notice), παράρτημα της οποίας αποτελεί η σύμβαση για τη δέσμευση δυναμικότητας (ARCA- Advance Reservation Capacity Agreement). Τα εν λόγω κείμενα τέθηκαν σε δημόσια διαβούλευση από την Αρχή (σχετικό 10).

Επειδή, ο Διαχειριστής λαμβάνοντας υπόψη τα σχόλια των συμμετεχόντων στη δημόσια διαβούλευση (σχετικό

10) υπέβαλε με το σχετικό 11 έγγραφό του στην Αρχή τις απόψεις του επί αυτών καθώς και την τελική του πρόταση για το πλαίσιο διεξαγωγής του Market Test.

Επειδή, η έκβαση του Market Test θα εξαρτηθεί από το αποτέλεσμα της Οικονομικής Δοκιμής, όπως ορίζεται και κατ' αναλογία με το άρθρο 22 του Κανονισμού 2017/459 (σχετικό 4).

Επειδή, με την τελική του εισήγηση ο Διαχειριστής υπέβαλε και την πρότασή του για την τιμή του συντελεστή f factor ($f \leq 1$) της Οικονομικής Δοκιμής, ο οποίος αντιπροσωπεύει την αξία της επένδυσης που πρέπει να αναληφθεί από τους χρήστες που δεσμεύουν δυναμικότητα στο Market Test. Σύμφωνα με την εισήγηση του Διαχειριστή, όπως αποτυπώνεται στο άρθρο 9 των Κατευθυντηρίων γραμμών για την κατανομή δυναμικότητας, ο συντελεστής f προτείνεται όπως λάβει τιμή 0,5.

Επειδή, η Αρχή ζήτησε αιτιολογικό σημείωμα από το Διαχειριστή σχετικά με το ύψος του συντελεστή f (σχετικό 12), το οποίο τέθηκε επίσης σε δημόσια διαβούλευση (σχετικό 13).

Σύμφωνα με τις εκτιμήσεις του Διαχειριστή, η τιμή $f=0,5$ είναι η ελάχιστη τιμή του f η οποία οδηγεί σε μη αύξηση της μέσης χρέωσης του Συστήματος, κατά τα οριζόμενα στην υπ' αρ. 116/2021 απόφαση.

Επειδή, σύμφωνα με την εισήγηση του Διαχειριστή προτείνεται η διεξαγωγή του Market Test σε ένα μόνο δεσμευτικό στάδιο, και όχι σε δύο (μη δεσμευτικό και δεσμευτικό). Καθώς το έργο έχει ενταχθεί στο Πρόγραμμα Ανάπτυξης του ΕΣΦΑ ήδη από το 2019 (σχετικό 6) και έχει γίνει ευρέως γνωστό λόγω της υπογραφής Διμερούς Συμφωνίας, στις 09.07.2021, μεταξύ της Ελληνικής Δημοκρατίας και της κυβέρνησης της Δημοκρατίας της Βόρειας Μακεδονίας για την ανάπτυξη της διασύνδεσης Ελλάδας - Βόρειας Μακεδονίας από τις εταιρείες ΔΕΣΦΑ και ΝΕΡ⁴, κρίνεται σκόπιμη η διεξαγωγή του Market Test σε ένα μόνο δεσμευτικό στάδιο προκειμένου να επιταχυνθεί χρονικά. Άλλωστε σε ένα πρώτο-μη δεσμευτικό στάδιο ενός Market Test οι διαδικασίες που λαμβάνουν παραδοσιακά χώρα - εκτίμηση ενδιαφέροντος για το σχεδιασμό του έργου και προκαταρκτικός έλεγχος νομιμοποιητικών στοιχείων - δεν είναι απαραίτητες για το συγκεκριμένο έργο, καθώς όπως αναφέρθηκε ανωτέρω ο σχεδιασμός του έργου έχει ήδη ολοκληρωθεί (σχετικό 7).

Επειδή, αντίστοιχα, προκειμένου να επισπευστεί η εγκριτική διαδικασία και κατά συνέπεια το χρονοδιάγραμμα διεξαγωγής του Market Test, ο Διαχειριστής υπέβαλε και η Αρχή έθεσε σε δημόσια διαβούλευση και εγκρίνει δια της παρούσας τη συνολική πρόταση του Διαχειριστή, ήτοι των Κατευθυντηρίων Γραμμών και της Πρόσκλησης συμμετοχής στο Market Test, δεδομένου ότι δεν υποβλήθηκαν σχετικά σχόλια επί αυτού του θέματος στη δημόσια διαβούλευση.

Επειδή, το έργο που αφορά στο ελληνικό τμήμα του Σημείου Διασύνδεσης Ευζώνων - Γευγελής αναμένεται να λειτουργήσει θετικά τόσο για το ελληνικό σύστημα όσο και για το σύστημα της Βόρειας Μακεδονίας καθώς

όπως έχει αποτυπωθεί στο πλέον πρόσφατο εγκεκριμένο Πρόγραμμα Ανάπτυξης ΕΣΦΑ 2021-2030 (σχετικό 7):

- Το έργο αποσκοπεί στη διαφοροποίηση των πηγών προμήθειας φυσικού αερίου στη Βόρεια Μακεδονία η τροφοδοσία της οποίας σήμερα εξαρτάται αποκλειστικά από τον Διαβαλκανικό αγωγό.

- Η πρόσβαση της Βόρειας Μακεδονίας στο ΕΣΦΑ και ειδικότερα στον τερματικό σταθμό της Ρεβυθούσας και στο φυσικό αέριο μέσω TAP θα ενισχύσει τον ανταγωνισμό, οδηγώντας έτσι σε δυνητικά πιο χαμηλές τιμές προμήθειας φυσικού αερίου στη γείτονα χώρα.

- Το έργο προωθεί την περιφερειακή ανάπτυξη της αγοράς φυσικού αερίου και την δραστηριοποίηση περισσότερων Χρηστών συμβάλλοντας στην ανάπτυξη του ελληνικού κόμβου φυσικού αερίου. Σημειώνεται ότι ο ανάντη Διαχειριστής στη Βόρεια Μακεδονία (NER) έχει υπογράψει Μνημόνιο Συνεργασίας (MoU) με το Κόσοβο και περαιτέρω με το Μαυροβούνιο για τη συνέχιση του αγωγού προς τις χώρες αυτές που επίσης δεν έχουν προς το παρόν πρόσβαση σε φυσικό αέριο.

- Επίσης, θα συμβάλει στην αύξηση του βαθμού χρήσης των ελληνικών υποδομών με στόχο τη μείωση των τελών χρήσης του Συστήματος μακροπρόθεσμα.

Επειδή, σύμφωνα με την εισήγηση του Διαχειριστή για το Πρόγραμμα Ανάπτυξης ΕΣΦΑ 2022- 2031 (σχετικό 9) ο σχεδιασμός του αγωγού που αφορά στο ελληνικό τμήμα του Σημείου Διασύνδεσης Ευζώνων - Γευγελής θα είναι συμβατός με το υδρογόνο και θα συμβάλει στην επίτευξη του στόχου της κλιματικής ουδετερότητας που αποτελεί στρατηγική της Ευρωπαϊκής Επιτροπής.

Επειδή, με βάση τα παραπάνω, καθώς και την ανάλυση που περιλαμβάνεται στο αιτιολογικό σημείωμα του Διαχειριστή για τον παράγοντα f , το έργο επαύξησης δυναμικότητας αναμένεται να αποφέρει σημαντικά οφέλη στην αγορά φυσικού αερίου και στο σύστημα μεταφοράς στην Ελλάδα και στη Βόρεια Μακεδονία καθώς και να οδηγήσει σε μείωση του μέσου τιμολογίου χρήσης ΕΣΦΑ, κρίνεται εύλογο όπως ο παράγοντας f λάβει την τιμή 0,50.

Επειδή, σύμφωνα με τη πρόταση του Διαχειριστή το ύψος της εγγύησης που θα πρέπει να προσκομιστεί για τη συμμετοχή στο Market Test ανέρχεται σε 100.000 € και αντιστοιχεί περίπου σε ποσοστό 70% της μέγιστης ετήσιας δυναμικότητας σε αντίθεση με το 20% που προβλέπεται στις περιπτώσεις προϊόντων δυναμικότητας ετήσιας διάρκειας στα Σημεία Εισόδου του ΕΣΦΑ σύμφωνα με τον Κώδικα Διαχείρισης ΕΣΦΑ (σχετικό 5), με βάση την εκτίμηση του Διαχειριστή για τα τιμολόγια χρήσης του ΕΣΦΑ.

Επειδή, σύμφωνα με το εγκεκριμένο από την Αρχή Πρόγραμμα Ανάπτυξης ΕΣΦΑ για την περίοδο 2021-2030 (σχετικό 7), το εκτιμώμενο ύψος της επένδυσης που θα πρέπει να υλοποιηθεί από τον Διαχειριστή του ΕΣΦΑ ανέρχεται σε 51,4 εκ. €. και αντιστοιχεί περίπου στο 10% του συνολικού προϋπολογισμού του Διαχειριστή για την ανάπτυξη του ΕΣΦΑ. Το κόστος αφορά στο ελληνικό τμήμα του Σημείου Διασύνδεσης, το οποίο για να είναι λειτουργικό προϋποθέτει έργα και στο έδαφος της Βόρειας Μακεδονίας από τον ανάντη Διαχειριστή ΝΕΡ. Για

⁴ https://www.desfa.gr/press-center/press-releases/sy_mfwnia-synergias-gia-ton-diasyndethrio-agwgo-fys_ikoy-aerioy-elladas-b_oreias-makedonias-ypεgrapsan-o-desfa-kai-h-ner-jsc-skopje

να υπάρξει επαρκής διασφάλιση για την κατασκευή και λειτουργία του έργου και καθώς δεν υπήρξαν σχετικά σχόλια στη δημόσια διαβούλευση (σχετικό 10), κρίνεται εύλογο το προτεινόμενο από τον Διαχειριστή ύψος της εγγυητικής επιστολής συμμετοχής στο Market Test, ήτοι 100.000 €.

Επειδή, στην πρόταση του Διαχειριστή του ΕΣΦΑ προσδιορίζεται, μεταξύ άλλων, η διαδικασία που θα ακολουθηθεί σε περίπτωση θετικής έκβασης της οικονομικής αξιολόγησης των δεσμευτικών προσφορών των ενδιαφερομένων χρηστών, η οποία περιλαμβάνει τη σύναψη Σύμβασης Δέσμευσης Δυναμικότητας μεταξύ του χρήστη μεταφοράς, στον οποίο θα καταναλωθεί δυναμικότητα και του Διαχειριστή του ΕΣΦΑ.

Επειδή, σύμφωνα με το άρθρο 71 του ν. 4001/2011, «1. Για τη δέσμευση δυναμικότητας του ΕΣΦΑ συνάπτονται Συμβάσεις μεταξύ του ΔΕΣΦΑ ΑΕ και των Χρηστών, σύμφωνα με τις διατάξεις της περίπτωσης α' της παραγράφου 2 του άρθρου 68.».

Επειδή, σύμφωνα με την παρ. 2 του άρθρου 68 του ν. 4001/2011, «Στο πλαίσιο των ανωτέρω υποχρεώσεων ο ΔΕΣΦΑ ΑΕ: (α) Παρέχει στους Χρήστες πρόσβαση στο ΕΣΦΑ με τον πλέον οικονομικό, διαφανή και άμεσο τρόπο και για όσο διάστημα επιθυμούν, χωρίς να θέτει σε κίνδυνο την ομαλή και ασφαλή λειτουργία του ΕΣΦΑ. Για το σκοπό αυτόν συνάπτει με τους Χρήστες Συμβάσεις Μεταφοράς, Συμβάσεις Χρήσης Εγκατάστασης ΥΦΑ και Συμβάσεις Χρήσης Εγκατάστασης Αποθήκευσης, σύμφωνα με πρότυπες συμβάσεις, οι οποίες καταρτίζονται και δημοσιεύονται από το ΔΕΣΦΑ ΑΕ στην ιστοσελίδα του, μετά από έγκριση της ΡΑΕ.».

Επειδή, σύμφωνα με την παρ. 2 του άρθρου 95Δ του Κώδικα Διαχείρισης ΕΣΦΑ (σχετικό 5): «Η Σύμβαση Μελλοντικής Δυναμικότητας καταρτίζεται εγγράφως, σύμφωνα με την πρότυπη σύμβαση η οποία εκδίδεται κατά τα οριζόμενα στην περίπτωση α) της παρ. [2] του άρθρου [68] και το τέταρτο και πέμπτο εδάφιο της παρ. [1] του άρθρου [71] του Νόμου (Πρότυπη Σύμβαση Μελλοντικής Δυναμικότητας)».

Επειδή, μέχρι σήμερα δεν έχει εγκριθεί Πρότυπη Σύμβαση Μελλοντικής Δυναμικότητας ο Διαχειριστής υπέβαλε την πρότασή του για τη σύμβαση που θα κληθούν να υπογράψουν όσοι δεσμεύσουν δυναμικότητα στην περίπτωση που η έκβαση του Market Test είναι θετική (σχετικό 11).

Επειδή, η σύμβαση επαυξημένης δυναμικότητας περιλαμβάνει τα ακόλουθα:

α) το αντικείμενο, τη διάρκεια και τις περιπτώσεις λήξης αυτής,

β) υποχρεώσεις των συμβαλλομένων μερών σχετικά με τη διάθεση και τη δέσμευση δυναμικότητας και την ενημέρωση για την εξέλιξη των εργασιών κατασκευής,

γ) υποχρέωση προσκόμισης εγγυητικής επιστολής από το Χρήστη προς το Διαχειριστή, το ύψος της εγγύησης, τις περιπτώσεις που αυτή καταπίπτει καθώς και τη διαδικασία επιστροφής της,

δ) προβλέψεις περί ευθύνης, υποκατάστασης, περιπτώσεων ανωτέρας βίας καθώς και ρήτρες εμπιστευτικότητας.

Επειδή, η Ρυθμιστική Αρχή Ενέργειας ήλεγξε τη συμβατότητα και την πληρότητα της προτεινόμενης Πρόσκλησης, παράρτημα της οποίας αποτελεί η σύμβαση για τη δέσμευση δυναμικότητας με τα οριζόμενα στις Κατευθυντήριες Γραμμές και κατέληξε ότι είναι α) διαφανής και δεν εισάγει διακρίσεις, και β) σύμφωνη με όσα προβλέπονται στις Κατευθυντήριες Γραμμές.

Για τους παραπάνω λόγους, αποφασίζει:

1. Την έγκριση του κειμένου με τίτλο «Market Test Guidelines for the allocation of capacity at the Greek Side of the Interconnection Point "Evzoni-Gevgelija"» σύμφωνα με το Παράρτημα Α, το οποίο αποτελεί αναπόσπαστο τμήμα της παρούσας απόφασης.

2. Την έγκριση του κειμένου με τίτλο «Notice to the Market Test Guidelines for the allocation of capacity at the Greek Side of the Interconnection Point "Evzoni-Gevgelija"» σύμφωνα με το Παράρτημα Β, το οποίο αποτελεί αναπόσπαστο τμήμα της παρούσας απόφασης.

ΠΑΡΑΡΤΗΜΑ Α



Market Test Guidelines for the allocation
of capacity at the Greek Side of the
Interconnection Point
“Evzoni – Gevgelija”

May 2022

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Preamble

Considering that:

- With its decision 116/2021 of 8th January 2021, published in the Gov. Gazette (1392-B-8.4.2021) the Authority approved DESFA's Ten Year Development Plan 2021-2030, which includes the project aiming at the interconnection of the natural gas transmission systems of DESFA and NER subject to the carrying out of a binding capacity allocation procedure (Market Test);
- DESFA has signed with NER, in October 2016, an MoU, in presence of the competent Ministers of the two countries, for the development of a gas interconnection between Greece and North Macedonia. This was confirmed with the MoU Amendment, signed in April 2019, further specifying the framework of cooperation between the two companies;
- The Gas Interconnection Greece – North Macedonia project has earned the status of "Project of Mutual Interest" (PMI) from the Energy Community, in November 2018;
- A Joint Feasibility Study has been submitted by DESFA and NER to the European Investment Bank, in January 2019;
- The European Commission approved the provision of Technical Assistance to NER for the preparation of an Environmental and Social Impact Assessment and the preparation of the necessary Engineering Design;
- The Western Balkans Investment Framework (WBIF) in its 21st Steering Committee meeting (London, 16-17.12.2019) approved a 12.7 m€ grant to NER for the implementation of the Section of the Project in North Macedonia;
- On 9th of July 2021, the Government of the Hellenic Republic and the Government of the Republic of North Macedonia have signed an Agreement for the development of the Natural Gas Interconnection Greece – North Macedonia, by DESFA and NER;
- Among other, this project will enhance the Security of Supply and the diversification of supply sources to North Macedonia and will ensure a higher degree of utilization of the National Natural Gas System of Greece;
- The implementation and operation of the Section of the Project in Greece is governed by Greek Law;
- Gas Interconnection Greece – North Macedonia project is subject to EU legislation, including Directive 2009/73/EC and Regulation (EC) No 715/2009 of the European Parliament and of the Council and the provisions of the secondary legislation that result from said Regulation as well as Regulation (EU) No 2017/1938 of the European Parliament and of the Council.

RAE has decided as follows:

Article 1 – Definitions and References

- 1.1. The following definitions shall apply:
- a) **Allocated Capacity** shall mean the allocated capacity at the Greek Side of the Interconnection Point in the direction from Greece to North Macedonia to a Market Test Participant according to Article 7.
 - b) **Allocation Notification** shall mean the Notification to each Market Test Participant entitled to sign an ARCA for the Allocated Capacity.
 - c) **Allocated Participant(s)** shall mean the Market Test Participant(s), who have signed an ARCA.
 - d) **Appeal Notification** shall mean the Notification to the Market Test Participant on the outcome of the Appeal Process.
 - e) **Appeal Process** shall mean the appeal process detailed in Article 3.13.iii.
 - f) **Appeal Letter** shall mean the letter prepared by the Market Test Participant who seeks remedy through the Appeal Process.
 - g) **ARCA** shall mean the Advanced Reservation of Capacity Agreement pursuant to Article 10, the pro-forma of which is attached to the Notice.
 - h) **ARCA Guarantee** shall mean a valid and enforceable bank guarantee to be provided by an Allocated Participant for the execution of an ARCA, which complies with the form attached to the pro-forma ARCA (Bank Guarantee).
 - i) **Authority** shall mean the National Regulatory Authority for Energy of Greece (RAE).
 - j) **Binding Offer Deadline** shall mean the date and time until which the Market Test Participants may submit a Binding Offer.
 - k) **Binding Offer** shall mean the offer submitted for the allocation of Binding Capacity at the Greek Side of the IP, as per Article 3.9.
 - l) **Binding Product Form** shall mean the form attached to the Notice where the Market Test Participant declares the requested Binding Capacity pursuant to Article 5.
 - m) **Binding Capacity** is the amount of GNM Capacity up to the Maximum GNM Capacity on Offer declared in the Binding Product Form.
 - n) **Business Day** shall mean a Day other than a Saturday, Sunday or a public holiday in Greece.
 - o) **Commercial Operation Date** shall mean the Gas Day that DESFA notifies to the Allocated Participant as being the date on which it is ready to commence commercial operation of the Section of the Project in Greece and which thereafter will be published on DESFA's website.
 - p) **FID Conditions Precedent** shall have the meaning assigned to it in Article 10.6.
 - q) **Day(s)** shall mean calendar day(s). If the last day of any period set forth herein is a Saturday, Sunday, or public holiday in Greece, the period is extended to include the next day that is not a Saturday, Sunday, or public holiday in Greece.
 - r) **DESFA** shall mean the Hellenic Gas Transmission System Operator.
 - s) **Economic Test** shall have the meaning assigned to it in Article 9.

- t) **Final Investment Decision (or FID)** is the decision of DESFA approving the implementation of the Section of the Project in Greece.
- u) **Firm capacity** shall have the meaning assigned to it in article 2 of Regulation (EC) No 715/2009.
- v) **Gas Day** shall have the meaning assigned to it in Regulation (EC) No 459/2017 (CAM Network Code).
- w) **Gas Transportation Agreement (or GTA)** shall mean the NNGS Standard Framework Agreement for Transmission of Natural Gas, pursuant article 68 of Law 4001/2011, approved by the Authority as in force at the time of its execution.
- x) **GTA Guarantee** shall mean the guarantee required according to the relevant provisions of the GTA, of Chapter 3A of the Network Code and of the Greek Law in force at that time.
- y) **Gas Year** shall mean a time period of twelve consecutive months, starting at 7.00 am on October 1st of a year and ending at 7.00 am on October 1st of the subsequent year.
- z) **GNM Capacity** shall have the meaning assigned to it in Article 5.1.
- aa) **Greek Side of the IP** shall mean the side of the Interconnection Point Evzoni - Gevgelija operated by DESFA.
- bb) **Guidelines** shall mean the present Market Test Guidelines for the allocation of capacity at the Greek Side of Interconnection Point "Evzoni – Gevgelija"
- cc) **Indicative Commercial Operation Date** shall mean the non-binding estimate of the date on which the Section of the Project in Greece will be completed, which shall be indicated in the Notice.
- dd) **Interconnection Point (or IP)** shall mean the point at the border between Greece and North Macedonia located near the villages Evzoni (Greek side) and Gevgelija (side in North Macedonia) where the gas transmission systems of the Section of the Project in Greece and the Section of the Project in North Macedonia will be connected. The Interconnection Point, to be created, shall be named "Evzoni/Gevgelija".
- ee) **Interested Entity** shall mean any entity interested in participating in the Market Test and fulfilling the requirements of Article 6.1.
- ff) **Market Test Decision** shall mean the decision issued by the Authority for the purposes of Article 3.20.
- gg) **Market Test Guarantee** shall mean a valid and enforceable guarantee as described in Articles 11.1 and 11.2, the form of which is attached to the Notice, to be issued in favour of a Market Test Participant for submitting a valid and complete Binding Offer.
- hh) **Market Test Participant (or MTP)** shall mean any Interested Entity who has submitted a Binding Offer.
- ii) **Market Test Report** shall have the meaning given to it in Article 3.19.

- jj) **Market Test** shall mean the process followed pursuant to the present Guidelines for the capacity allocation at the Greek Side of the Interconnection Point "Evzoni/Gevgelija".
- kk) **Maximum GNM Capacity on Offer** shall have the meaning given to it in Article 5.2.
- ll) **NER** shall mean the company under the name of "National Energy Resources Skopje" which is the transmission system operator in the Republic of North Macedonia responsible for the construction and operation of the Section of the Project in North Macedonia.
- mm) **Network Code** shall mean the Network Code of the National Natural Gas System (Gov. Gazette B' 4687/11.10.2021) as in force from time to time.
- nn) **NGGS** shall mean the National Natural Gas System of DESFA, as defined in Law 4001/2011.
- oo) **Non-Disclosure Agreement (or NDA)** shall mean the confidentiality and non-disclosure agreement signed by DESFA and the Market Test Participant, the form of which is attached to the Notice.
- pp) **Notice** shall mean the notice to invite the Interested Entities to submit a Binding Offer for the allocation of capacity at the Greek Side of the IP pursuant to these Guidelines and in accordance with Article 4.
- qq) **Section of the Project in Greece** shall mean the section of the Project to be built and operated by DESFA in the territory of the Hellenic Republic, interconnected with the Section of the Project in North Macedonia at the Interconnection Point "Evzoni/Gevgelija".
- rr) **Parties** shall mean DESFA and each Market Test Participant, and each a **Party**.
- ss) **Planned Commercial Operation Date** shall mean the binding estimate of the date on which the Section of the Project in Greece will be completed, which shall be indicated in the ARCA signed by the Allocated Participant.
- tt) **Product** shall have the meaning given to it in Article 5.
- uu) **Project** shall mean the Gas Interconnection Greece - North Macedonia project, consisting of the Section of the Project in Greece and the Section of the Project in North Macedonia, interconnected at the Interconnection Point "Evzoni/Gevgelija".
- vv) **Rejection Notification** shall mean the Notification to a Market Test Participant that has been excluded from the Market Test, stating the reasons for such exclusion pursuant to Article 3.13.
- ww) **Remedy Notification** shall mean the Notification to a Market Test Participant pursuant to Article 3.13.ii.
- xx) **Section of the Project in North Macedonia** shall mean the section of the Project to be built and operated by NER in the territory of the Republic of North Macedonia, connected with the Section of the Project in Greece at the Interconnection Point "Evzoni/Gevgelija".
- yy) **Tariff Regulation** shall mean the Tariff Regulation for the Basic Activities of the National Natural Gas System as defined in article 88 of Law 4001/2011 and in force

from time to time (RAE's Decision No. 1434/2020, Gov. Gazette B' 4801/30.10.2020)

zz) **Tariff** shall mean RAE's Decision setting the Tariffs for accessing the NNGS, as in force from time to time.

aaa) **Transmission System Operator (or TSO)**: shall have the meaning given to it in article 2 par. 4 of Directive 2009/73/EC

bbb) **Weighted Average Cost of Capital (or WACC)** shall mean the WACC pre-tax nominal of 2022 as approved by the Tariff Decision (Authority's Decision 1038/2020, Gov. Gazette B' 3367/12-8-2020) as in force.

1.2. References in these Market Test Guidelines to Articles are to Articles of this Market Test Guidelines.

Article 2 – Subject matter and scope

2.1. The Market Test is structured in one binding phase in which all Interested Entities are invited to participate and submit a Binding Offer to DESFA for an allocation of capacity at the Greek Side of the IP in accordance with the present Guidelines and the Notice.

2.2 DESFA shall allocate capacity in the Greek Side of the IP, in accordance with these Guidelines and the Notice.

Article 3 – Rules and Procedures for the Market Test

3.1 Procedures for performing the Market Test, are open, non-discriminatory and transparent.

3.2 The Market Test shall be conducted by DESFA, in accordance with the rules set out in present Guidelines and the Notice.

3.3 All costs associated with the participation of an MTP in the Market Test shall be entirely borne by the respective Market Test Participant, as the case may be. An exclusion from the Market Test shall not give any right to the respective Market Test Participant to claim reimbursement of any costs associated with its participation in the Market Test.

3.4 DESFA reserves the right to extend or postpone or cancel or relaunch the Market Test without any responsibility or obligation whatsoever to indemnify and/or to compensate the Market Test Participant for any expense or loss incurred for the preparation and submission of the Binding Offer, including the case its Binding Offer is not accepted, or the Market Test is extended or postponed or cancelled or relaunched at any stage and time and for any reason whatsoever. Therefore, Market Test Participants which submit a Binding Offer have no right against DESFA deriving from the Guidelines and/or the Notice and/or from participating to the Market Test.

3.5 Participation to the Market Test shall constitute an acceptance by the Market Test Participant that it has complete knowledge of the applicable Greek Law as

well as of the terms and provisions of the Guidelines, the Notice and its Attachments the content of which it accepts without reservation.

- 3.6 Any omission to submit the Binding Offer according to the Guidelines and the Notice as well as the omission of a signature on any document submitted to DESFA does not entitle the Market Test Participant to invoke this fact in its favor in any way.
- 3.7 The Market Test Participant shall be responsible for and be bound by its Binding Offer as submitted.
- 3.8 Following the publication of RAE's Decision to the Government Gazette DESFA shall publish the Guidelines and the Notice with its Attachments, i.e. the NDA, the form of Market Test Guarantee, the Binding Product Form and the proforma ARCA, on DESFA's website <https://www.desfa.gr/en/regulated-services/transmission/market-test>.
- 3.9 Interested Entities shall be invited to submit, till the Binding Offer Deadline specified in the Notice, a Binding Offer to DESFA for the allocation of capacity at the Greek Side of the IP. Interested Entities willing to participate to the Market Test are not allowed to submit more than one Binding Offers. Interested Entities shall participate to the Market Test procedure by submitting their Binding Offer in a sealed package containing two sealed envelopes as follows:
- ENVELOPE A, containing the following duly signed set of documents:
- a) The mandatory supporting documentation listed in Article 6.2; and
 - b) The signed NDA (in two identical copies); and
 - c) Market Test Guarantee pursuant to Article 11.1 and
- 11.2.ENVELOPE B, containing:
- the Binding Product Form pursuant to Article 5.
- 3.10 The Binding Offer Deadline shall be set at least twenty (20) Days after the publication of RAE's Decision, as per Article 3.8 here-above, in the Government's Gazette. DESFA shall be entitled to postpone the Binding Offer Deadline by giving a notice, uploaded to DESFA's website.
- 3.11 In the event that an Interested Entity has a point of clarification with regards to the documents published by DESFA, as per Article 3.8, said entity shall notify DESFA within the Binding Offer Deadline and by no means later than ten (10) Days before its expiration. Within five (5) Business Days from its receipt, DESFA shall provide said clarifications by uploading them, along with the Interested Entity's request, to DESFA's website without disclosing the requesting Interested Entity's identity.
- 3.12 Market Test Participants shall submit a Binding Offer in DESFA's Protocol service (Secretariat Unit) at the address specified in article 7 of the Notice, as further specified in the Notice, not later than the Binding Offer Deadline. After the Binding Offer Deadline, no additional document shall be accepted for any reason, unless DESFA has specifically requested that additional submission, with a Remedy Notification according to Articles 3.13.i and 3.13.ii.

Binding Offers submitted later than the Binding Offer Deadline shall not be accepted by DESFA, regardless of the reason for the late submission, and shall be returned unsealed.

3.13 Following the Binding Offer Deadline, DESFA shall evaluate the Binding Offers received by each Market Test Participant, according to the following procedure:

- i. Validity and completeness of the documents contained in ENVELOPE A, submitted by each Market Test Participant, shall be evaluated first. Within five (5) Business Days after the Binding Offer Deadline, DESFA shall address a notification confirming to the Market Test Participants the completeness and the validity of the documents submitted.
- ii. In case of any invalidity or incompleteness, DESFA shall issue a Remedy Notification requesting the Market Test Participant to submit the necessary documents and relevant supplementary or supporting documentation in relation to Envelope A. In such case, Market Test Participant shall submit the documents requested in the Remedy Notification not later than ten (10) Business Days from receipt of said request. DESFA shall evaluate the submitted documents and within five (5) Business Days shall address a notification to the said Market Test Participant confirming the completeness and the validity of the documents submitted. In case that the Market Test Participant does not submit or the documents submitted are still invalid or incomplete, said Market Test Participant shall be excluded from the Market Test, following relevant justified Rejection Notification from DESFA.
- iii. Where a Market Test Participant disputes the terms of the Rejection Notification, that Market Test Participant may seek remediation by filing an Appeal Letter duly signed by the legal representative of the Market Test Participant, within two (2) Business Days from the receipt of the Rejection Notification, either by courier or registered mail at the address specified in Article 7 of the Notice, according to the provisions of Article 12, with a copy to the Authority:

Regulatory Authority for
Energy 132 Pireos St., 118
54 Athens To the attention
of

Within two (2) Business Days from receipt, DESFA shall examine any submitted Appeal Letter and inform the appealing Party on its decision by issuing an Appeal Notification. Such decision shall be duly substantiated.

- iv. Market Test Guarantee shall be returned to the excluded Market Test Participant(s) within ten (10) Business Days from the Rejection Notification or the negative outcome of the Appeal Notification, as the case may be.
- v. DESFA shall sign and return the NDAs of all Market Test Participants who have not been excluded, pursuant to this Article.
- vi. Within two (2) Business Days, as of the completion of the Appeal

process of Article 3.13.iii, DESFA shall proceed to the evaluation of the Binding Product Forms contained in the ENVELOPE B, submitted by such Market Test Participants, in order to allocate transmission capacity in accordance with the procedure of Article 7 and DESFA shall perform the Economic Test pursuant to Article 9.

- 3.14 In case of a positive outcome of the Economic Test, DESFA shall notify all Market Test Participants to whom has been allocated capacity pursuant to Article 7 by sending an Allocation Notification to each Market Test Participant, within two (2) Business Days, as of the completion of the procedure of Article 3.13.vi, here-above.
- 3.15 Where a Market Test Participant disputes the terms of the Allocation Notification, that Market Test Participant may seek remediation under the terms of the Appeal Process. In such case the procedure described in above Article 3.13.iii applies. If the Appeal Process results in an outcome which affects other Market Test Participants, DESFA shall notify the affected Market Test Participants, by sending them a revised Allocation Notification.
- 3.16 The Market Test Participant(s) to whom an Allocation Notification is sent shall be invited to provide, within thirty (30) Days from above invitation, an ARCA Guarantee and sign an ARCA. Within fourteen (14) Days from the signing of the ARCA, the Market Test Guarantee(s) shall be returned to the Allocated Participant(s).
- 3.17 Failure of a Market Test Participant to provide an ARCA Guarantee and/or sign an ARCA, within the deadline set in above Article 3.16, following DESFA's invitation, said Market Test Participant shall be excluded from the Market Test and its Market Test Guarantee shall be forfeited.
- 3.18 The allocation of less capacity than the one requested in the Binding Product Form, is not a valid reason for a Market Test Participant to withdraw from the Market Test without forfeit of its Market Test Guarantee, if such Market Test Participant has declared, in the Binding Product Form, that it accepts the allocation of less capacity as per Article 5.4. If any Market Test Participant withdraws from the Market Test after the Binding Offer Deadline, its Market Test Guarantee shall be forfeited.
- 3.19 Following finalization of the procedure specified in Articles 3.13 – 3.18, and the latest ten (10) Days after such finalization, DESFA shall submit to the Authority a Market Test Report containing:
 - a) the summary of the outcome of the Market Test, including the list of the Market Test Participants, the Rejection Notifications (if any), the Allocation Notifications and the Allocated Participants as well as and the signed ARCA(s);
 - b) the Appeal Letters (if any) submitted by Market Test Participants excluded from the Market Test by DESFA and the Appeal Notification replying to the above Appeal Letters;
 - c) the results of the Economic Test performed in accordance with Article 9 and

all input parameters and assumptions;

- 3.20 Within twenty (20) Days from the submission of the Market Test Report, the Authority shall issue the Market Test Decision stating whether the Market Test is successful or not.

Article 4 – Market Test Notice

The Notice shall include at least the following:

- a) the proposed project's technical description, indicative investment cost and time frame.
- b) the Indicative Commercial Operation Date;
- c) the products on offer proposed at the Greek side of the IP, specifying for each product starting date, gas flow direction and duration, pursuant to Article 5;
- d) the procedure and deadlines to present the Binding Offers;
- e) the Non-Disclosure Agreement to be signed by each Market Test Participant;
- f) the Binding Product Form for presenting the Binding Offers;
- g) a pro-forma of the Market Test Guarantee (in the form of a Bank letter of guarantee);
- h) a pro-forma of the ARCA and a pro-forma of the ARCA Guarantee (in the form of a Bank letter of guarantee).

Article 5 – Products on Offer

- 5.1 During the Market Test, DESFA shall offer yearly Firm Capacity Products until 2046, at the Greek Side of the IP in the direction from Greece to North Macedonia (GNM Capacity) expressed in kWh/Gas Day. In line with the provisions of article 8 of Regulation (EU) No 2017/459 of 16 March 2017 establishing a network code on capacity allocation mechanisms in gas transmission systems, an amount of 10% of the actually built capacity will be set aside to be offered as short-term capacity. In case the Commercial Operation Date is different than the start of a Gas Year, the first Firm Capacity Product shall be of a duration shorter than a year, starting from the Commercial Operation Date up to the end of the Gas Year which includes the Planned Commercial Operation Date. For the avoidance of doubt, each Gas Year, for which a GNM Capacity is requested, is considered as a different Product.
- 5.2 The Maximum GNM Capacity on Offer for each Product at the Indicative Commercial Operation Date shall be equal to 34.000.000 kWh/Gas Day.
- 5.3 Market Test Participants shall declare the Binding Capacity in the Binding Product Form, for each separate yearly Firm Capacity Product.
- 5.4 Market Test Participants shall declare, in the Binding Product Form, whether they accept, or not, for each Gas Year, the allocation of a capacity lower than

their Binding Capacity, in case there will not be sufficient capacity available to be allocated to all Market Test Participants in accordance with their requests. If yes, Market Test Participants shall declare the minimum acceptable Binding Capacity.

- 5.5 The following EU Regulations shall apply to Greek Side of the IP:
- a) Regulation (EC) 715/2009 of the European Parliament and the Council on conditions for access to the natural transmission networks;
 - b) Commission Regulation (EU) no 2015/703, establishing a network code on interoperability and data exchange rules;
 - c) Commission Regulation (EU) no 2017/459, establishing a network code on capacity allocation mechanisms;
 - d) Chapter IV of Commission Regulation (EU) no 312/2014 establishing a network code on gas balancing of gas transmission networks;
 - e) Commission Regulation (EU) no 2017/460 establishing a network code on harmonized transmission tariff structures for gas.

Article 6 – Documents for Participation to the Market Test

- 6.1. The participation to the Market Test is open to entities active in, or intending to enter the natural gas market, including owners and/or operators of natural gas infrastructure, registered in a European Union (EU) or in a European Economic Area (EEA) or an OECD country or in a Contracting Party of the Energy Community, or having established a Branch office in Greece (Interested Entities).
- 6.2. Market Test Participants are requested to submit as part of their Binding Offer pursuant to Article 3.9 the following mandatory supporting documentation, duly signed:
- a) Legalization Documents:
 - i. Duly certified copy of the Market Test Participant's current version of Articles of Association, certified by the Business Registry or the competent supervising authority or, if the registered office of the Market Test Participant is located abroad, a certificate of Good Standing, or an equivalent document issued by the competent supervising authority in the area of the Market Test Participant's registered office.
 - ii. Duly certified copies of the Market Test Participant's legalization documents, i.e. in the case of a Société Anonyme (S.A.) minutes of the current Board of Directors on its constitution into corpus; in the case of an Ltd., Minutes of the General Meeting on the appointment of the Administrator(s), both duly certified by the Business Registry or the competent supervising authority of the location where the Market Test Participant is established, as well as minutes (S.A. or Ltd as the case may be) or a Power of Attorney on the appointment of the legal representative of the Market Test Participant for the submission of the Binding Offer and the execution and the performance of the ARCA and any other action needed according to present Guidelines, without

restrictions as to the amount of the financial obligations assumed.

- iii. If the Market Test Participant has a legal form other than that of an S.A. or a Ltd. company, the Articles of Association and any amendments thereto are required, as well as official legalization documents, depending on the Market Test Participant's legal form, in order to identify the natural person having legal authority/ power of representation. If the Market Test Participant's registered office is established abroad, the Market Test Participant shall submit documents and certificates equivalent to the above, issued by a competent foreign authority, which identify the natural person having legal authority/ power of representation.
- iv. In the case of a foreign legal entity and if any of the above legalization documents is not possible to be issued, a recent certificate issued by the Business registry (the competent authority for the EU member in accordance with the Directive 2017/1132/EU) or for the non-EU countries the competent supervising authority, as the case may be, which will certify:
 - the current status of the company (legal establishment/operation of the company, not under administration, not insolvent or bankrupt, not subject to any settlement procedure or any similar situation),
 - that the submitted version of the company's articles of association is not subject to any further amendment,
 - the current board of directors (in case of a S.A.), the current managers (in case of a limited liability company) or the company's legal representatives (in case of other type of company).
- b) Audited financial statements of the three most recent completed financial years of the Market Test Participant except if it is duly justified that said financial statements are not available due to reasons related to the Market Test Participant's date of establishment. For the avoidance of doubt, the lack of legal obligation for any entity to issue audited financial statements will not relieve a Market Test Participant from the obligation to submit such audited financial statements.
- c) Extract from the judicial record or, failing that an equivalent document issued by a competent judicial or administrative authority in the country of establishment of the Market Test Participant, showing that the Market Test Participant's member(s) of the administrative, management or supervisory body of that Market Test Participant or any person(s) having powers of representation and decision in respect of the company have not been the subject of a conviction by final judgment rendered at the most five (5) years ago or in which an exclusion period is set out and continues to be applicable for one or more of the reasons listed below:
 - i. Participation in a criminal organization, as defined in article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organized crime (OJ L 300, 11.11.2008, p. 42);

- ii. Corruption, as defined in article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union (OJ C 195, 25.6.1997, p. 1) and article 2(1) of Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector (OJ L 192, 31.7.2003, p. 54) as well as corruption as defined in the national law of the contracting authority or the economic operator;
 - iii. Fraud within the meaning of article 1 of the Convention on the protection of the European Communities' financial interests (OJ C 316, 27.11.1995, p. 48), which was ratified by Law 2803/2000 (A' 48);
 - iv. Terrorist offences or offences linked to terrorist activities, as defined in articles 1 and 3 of Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism (OJ L 164, 22.6.2002, p. 3) respectively, or inciting or aiding or abetting or attempting to commit an offence, as referred to in article 4 of that Framework Decision;
 - v. Money laundering or terrorist financing, as defined in article 1 of Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing (OJ L 309, 25.11.2005, p. 15) which was incorporated in the national legislation by Law 3691 / 2008 (A' 166);
 - vi. Child labor and other forms of trafficking in human beings as defined in article 2 of Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/JHA (OJ L 101, 15.4.2011, p. 1), which was incorporated in the national legislation by Law 4198/2013 (A' 215);
 - vii. Market Test Participant has not been convicted for anything related to its professional integrity and behavior.
- d) Extracts from Judicial records, or failing this, equivalent documents issued by competent judicial or administrative authorities in the country of origin and/or the country where the Market Test Participant is registered, proving that:
- i. Market Test Participant is not bankrupt, under liquidation, bankruptcy, obligatory administration or winding up, compromise, or any other similar situation resulting from a similar procedure, as provided by national legislation.
 - ii. Market Test Participant is not the subject of proceedings for a declaration of bankruptcy, obligatory administration or winding up, compromise or any other similar situation or resulting from any other similar procedure as provided by national legislation.
 - iii. Market Test Participant has not committed any serious professional

misconduct.

6.3 All certificates and required documents should be issued after the date of publication of the Guidelines and the Notice with its Attachments, on DESFA's website, as per Article 3.8.

6.4 Private documents, including the Binding Product Form, are required to bear a certificate of authenticity of the signature of the signatory from a competent authority.

Private documents coming from a foreign country should be notarized (official or notarial authentication of signatures) and certified by an Apostille in line with The Hague Convention of 1961, unless they are signed by an advanced electronic signature. In the latter case, documents bearing an advanced electronic signature should be submitted as hard copies following the provisions of the law 4727/2020. Specifically, printed private documents, issued by natural or legal persons or legal entities, using an authorized electronic signature or an approved electronic stamp are accepted if they are certified as true copies of the electronic documents in accordance with the article 15 of law 4727/2020.

Public documents are required to be original or copies of the original, certified by competent authorities. Printed original electronic public document or electronic exact copy or digitized electronic copy are accepted in accordance with the provisions of the article 14 of law 4727/2020.

Public documents coming from a foreign country (i.e. court documents, administrative documents, notarial acts), are required to be certified by an Apostille in line with The Hague Convention of 1961.

All documents submitted or originally issued in a language other than Greek or English shall be accompanied by an official translation in Greek or English language issued by an official translator or a competent authority. The English language shall be used in all Market Test related communication.

6.5 If one or more of the documents submitted under Article 6.2 has been, from the date of its submission to DESFA to the date of signing of the ARCAs, amended, revoked or is no longer valid, the Market Test Participant or Allocated Participants must immediately submit such new or amended document to DESFA together with a solemn declaration, by its legal representative, confirming that the remaining documents are still valid. The updated documents produce legal effects for the purposes of this Market Test only when they have been duly received and acknowledged by DESFA, in accordance with Article 12.

Article 7 – Allocation Procedure

7.1 In case the sum of Binding Capacities requested for each Gas Years does not exceed the Maximum GNM Capacity, DESFA shall allocate the capacity to all Market Test Participants according to their Binding Offer.

7.2. In case the sum of Binding Capacities requested for a given Gas Year exceeds the Maximum GNM Capacity, DESFA shall consider the increase of the Maximum GNM Capacity subject to the technical and financial feasibility of such increase.

If the above is not possible, DESFA shall allocate the capacity to each Market Test Participant according to their ranking, which is determined as follows:

- a) The present value of all Binding Capacities throughout all Gas Years for which a Market Test Participant has requested Binding Capacity in the Binding Product Form is firstly calculated (Capacity PV). The calculation refers to the end of the calendar year that corresponds to the Binding Offer Deadline and is discounted at the value of WACC.
- b) Then, Market Test Participants are ranked according to their Capacity PV as calculated according to Article 7.2.a) in decreasing order (the highest value is ranked first and the lowest value is ranked last).
- c) The ranking list of Market Test Participants will be unique regardless of the Gas Year for which it will be applied.

The last Allocated Participant will be the higher ranking one for whom the remaining non-allocated capacity is lower than its Binding Capacity, for the given Gas Year, and who has declared, in the Binding Product Form, that it accepts an Allocated Capacity lower than its Binding Capacity. In case, for a specific Gas Year, there are more than one such Allocated Participants with the same ranking, the remaining capacity will be allocated to them pro-rata to their Binding Capacities.

Article 8 – Tariffs and Fees

- 8.1 The tariff for the Allocated Capacity shall be governed by the principles and methodology detailed in the Tariff Regulation as in force from time to time.
- 8.2 Consistently with the current tariff regulatory framework, DESFA considers applying a floating reference price. For indicative purposes, the tariff for the current regulatory period for delivering 1kWh of gas at Evzoni new exit point, according to the applicable Tariff Regulation, as in force at the time of publication of these Guidelines is equal to 4.1717691 €/((kWh/h)/y) without taking into account any regulatory adjustment provisioned in the applicable Tariff Regulation. For the avoidance of doubts, the reference price effectively applied will be finally determined according to the provisions of the regulatory framework in place at the time of the transmission service and considering the actual costs incurred by the TSO.

Article 9 – Economic Test

- 9.1 DESFA will conduct an Economic Test to determine whether the sum of the Binding Capacities after the conclusion described in Article 7, is sufficient to ensure the financial feasibility of the Section of the Project in Greece.

The economic test set out in this Article shall be carried out by DESFA after the Binding Offer Deadline and shall consist of the following parameters:

- a) the present value of the Binding Capacities, which is calculated as the discounted sum of the respective estimated tariff, as defined in Article 8.2, multiplied by the said capacities;
- b) the present value of the estimated increase in the allowed revenue of

DESFA, which is estimated at 56.102.291 €

c) the f-factor ($f \leq 1$) which is a coefficient that reflects the remaining value of the asset, any positive externalities, as well as the amount of booked capacity for short-term bookings. The f-factor will be equal to 0.5.

The outcome of the Economic Test shall be:

a) positive, where the value of the parameter set out in Article 9.1.a is at least equal to the share of the parameter set out in Article 9.1.b as defined by the f-factor;

b) negative, where the value of the parameter set out in Article 9.1.a is lower than the share of the parameter set out in Article 9.1.b as defined by the f-factor.

9.2 If the Economic Test is negative, DESFA may:

a) Following approval of the Authority, decrease the value of coefficient f, or

b) Declare the Market Test "not successful" and terminate its further continuation. In this latter case, DESFA shall inform the Authority and the Market Test Participants accordingly.

9.3 In case of a positive Economic Test, DESFA:

a) shall notify Market Test Participants on the final outcome of the Economic Test and

b) in accordance with the procedure described in Article 3, shall invite Market Participants to sign an ARCA.

Article 10 – ARCA and GTA

10.1 The ARCA includes the commitment, inter alia, of:

a) DESFA to make available the Allocated Capacity according to the Allocation Notification at the Greek Side of the IP, starting from the Commercial Operation Date, for the term set out in the ARCA and for the Tariff determined according to the Tariff Regulation as in force; and

b) the Allocated Participant to reserve the Allocated Capacity in accordance with the Allocation Notification,

c) the Allocated Participant to sign the GTA pursuant to the provisions of the applicable Greek law in force at that time and to book the Allocated Capacity reserved in the ARCA upon DESFA's invitation.

10.2 The Allocated Participants shall sign the ARCA as per attachment IV of the Notice.

10.3 Each ARCA shall remain in full force and effect up to the signing of a GTA, subject to Article 11.5 b), covering the totality of the Allocated Capacity booked, pursuant to the provisions of the Greek Law in force at that time.

10.4 The ARCA shall be terminated *ipso jure* if:

a) no FID is taken by DESFA following a Market Test Decision that will declare the Market Test non-successful and/or

- b) the Section of the Project in Greece is still subject to conditions in DESFA's Ten Year Development Plan or the total cost of the Section of the Project in Greece is not approved to be included in DESFA's Regulated Asset Base for transmission services and/or
- c) no FID has been taken by NER, the operator responsible for the construction and operation of the Section of the Project in North Macedonia and/or
- d) no FID is taken by DESFA by the Cut-Off-Date specified in the ARCA.

In all above cases, the ARCA Guarantee shall be returned to the Allocated Participant.

- 10.5 DESFA and the ARCA signatories shall bear no liability whatsoever for the period from the ARCA signing until the FID is taken by DESFA. The liabilities of the Parties after the FID is taken by DESFA are detailed in the pro-forma ARCA approved by the Authority.
- 10.6 DESFA's FID is subject to the following FID Conditions Precedent: (i) the Market Test Decision declaring the Market Test successful by confirming the positive outcome of the Economic Test; and (ii) the inclusion of the Section of the Project in Greece in DESFA's TYDP without any conditions as well as the approval of RAE for the inclusion of the total cost of the Section of the Project in Greece in DESFA's Regulated Asset Base for transmission services; and (iii) NER's FID.
- 10.7 As from the COD and the execution of the GTA, the Allocated Participant, in its capacity as a Network User, undertakes to pay to DESFA the amount corresponding to the Allocated Capacity reserved under the ARCA, pursuant to the provisions of the Tariff Regulation and the applicable Tariff.
- 10.8 DESFA will bear no liability whatsoever for any delay related to:
- a. the Section of the Project in North Macedonia;
 - b. the Tie-in of the NNGS with NER's transmission system and/or the timely commissioning of the Project, to the extent that such delay is not attributable to DESFA's fault.
- 10.9 The ARCA Guarantee will be returned to the Allocated Participant in accordance with the procedure specified in the pro-forma of the ARCA.

Article 11 – Guarantees

- 11.1 Market Test Participants shall submit to DESFA a Market Test Guarantee for the capacity that they will request to be allocated to them during the Market Test.

The Market Test Guarantee may have any of the equivalent following forms:

- a) a Bank Guarantee, on first demand, issued by:
 - any Greek financial institute supervised by the ECB (systemic Banks, namely any of Alpha Bank, Eurobank, National Bank of Greece and Piraeus Bank) including their subsidiaries;
 - any Greek branch of an internationally reputable bank with a minimum investment grade credit rating from the following Agencies: BBB at

Standard and Poor's, BBB at Fitch or Baa3 at Moody's;

- any internationally reputable bank with a minimum investment grade credit rating (as described above);
- any subsidiary - of an internationally reputable bank - with a minimum investment grade credit rating (as described above);
- any subsidiary - of an internationally reputable bank - without a minimum investment grade credit rating (or without any rating at all), provided that the Bank Guarantee is counter-guaranteed by any internationally reputable bank with a minimum investment grade credit rating (as described above);

which has been approved in advance by DESFA, at its sole discretion, and in compliance with the form attached to the Notice;

- b) Cash deposit to DESFA's bank account. No interest shall be credited to the MarketTest Participants for Cash deposits.

11.2 The amount of Market Test Guarantee shall be equal to 100.000 € (one hundred thousand Euros).

11.3. The ARCA Guarantee, to be provided for the execution of the ARCA shall have the form of a Bank Guarantee as per Article 11.1 a) hereinabove. The ARCA shall be signed by DESFA subject to the provision of the ARCA Guarantee and DESFA's prior approval.

11.4 The amount of the ARCA Guarantee shall be equal to the sum of products of the tariff indicated in Article 8.2 times the average value of the capacities allocated to an Allocated Participant, according to the Allocation Notification, times:

- a) 20% for the first Gas Year of allocation pursuant to the Allocation Notification, plus
- b) 4% for each of the subsequent Gas Years of allocation following the first year pursuant to the Allocation Notification.

11.5 Duration of guarantees:

- a) The Market Test Guarantee shall have a duration equal to twelve (12) months from the Binding Offer Deadline. In the event where the Market Test Guarantee is about to expire before the termination of this Market Test, DESFA shall invite the Market Test Participant to extend the validity of the Market Test Guarantee up to six (6) months. Failure of the Market Test Participant to extend the validity of the Market Test Guarantee 14 days before its expiry date, DESFA shall have the right to exclude said Market Test Participant.
- b) The ARCA Guarantee shall always have a duration until the Planned Commercial Operation Date plus twelve (12) months or the entering into the GTA, whichever comes first.

Article 12 – Notices

- 12.1 Any notice to be given hereunder shall be in writing and may be given by sending a letter by registered mail or courier service to the relevant address set out in the Notice or such other address as the relevant Party may notify to the other Party from time to time. Communications between the Parties shall be in the English language. For the avoidance of doubt, for the submission of the Binding Offer Article 3.9 applies.
- 12.2 Any notice which requires a response within a fixed time period shall be sent by registered mail or courier service and shall be deemed to have been received at the time and date recorded at delivery. For the response to be given within a fixed time period, the date taken into account shall be deemed to be the date the documents were sent, as proven by the relative seal of registered mail or courier service. Notices addressed to DESFA shall be sent to the address specified in article 7 of the Notice.
- 12.3 The calculation of any periods required for response shall run from such delivery date, provided that such delivery falls into the Business Day, failing which the first Business Day following the date of delivery shall apply.

Article 13 – Suspension and Termination of the Market Test

DESFA shall have the right to suspend and/or terminate the Market Test unilaterally at any time and at its own discretion without having to justify the reason for such suspension or termination:

- a) before the Binding Offer Deadline, by uploading a relevant announcement on DESFA's website;
- b) after the Binding Offer Deadline, by giving notice to the Market Test Participants. In such case the Market Test Guarantee(s) will be returned by DESFA to the Participant(s) within fourteen (14) days.

In case of suspension, a notice of cessation of the suspension shall be given in the same forms.

Article 14 – Force Majeure

Force majeure is an occurrence beyond the control and without the fault or negligence of the invoking Party and which said Party is unable to prevent or provide against by the exercise of reasonable diligence including, but not limited to, natural disaster, expropriation or confiscation of facilities, changes in applicable law, war declared or not, rebellion, sabotage or riots, terrorist actions, floods, hurricanes, or in general unusually severe weather that could not reasonably have been anticipated, fires, explosions, pandemics or other catastrophes, strikes, general banking disruptions, and other similar occurrences.

Article 15 – Liability

No Party shall be liable to the other Parties for any damage arising out of or in connection with this Market Test process unless such damage is the result of a willful misconduct or arises from the gross negligence of the Party concerned. For the avoidance of doubt, DESFA bears no liability whatsoever in case of suspension and/or termination of the Market Test pursuant to Article 13.

Article 16 – Assignments

Following DESFA's written approval, the Allocated Participant(s) shall have the right to assign to third parties their rights and obligations in connection with the ARCA, whether in whole or in part, provided that such third parties fulfill the requirements of the present Guidelines, the Notice, the ARCA and the applicable Greek Law. In such case, their ARCA Guarantees shall be replaced by equivalent ARCA Guarantees presented by the third parties.

Article 17 - Anti-Bribery Policy

Market Test Participants acknowledge DESFA's Code of Ethics (the "Code"), as published on DESFA's site, which shall be fully applicable to this Market Test, and the Market Test Participants shall comply with the relevant provisions of the Code, including conflicts of interest⁵. Market Test Participants further acknowledge that DESFA's Anticorruption Policy, as published on DESFA's site⁶, shall be applicable to them and that they shall comply with its provisions. Market Test Participants shall not violate or knowingly permit anyone to violate the Code's prohibition on bribery or any applicable anti-corruption laws, regulations, policies and procedures in participating in this Market Test. If any Market Test Participant breaches this Article, DESFA may immediately reject its participation.

Article 18 - Personal Data

DESFA and Market Test Participants shall process personal data exchanged during the Market Test and for its purpose (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 conduct of the Market Test, except in cases of legal obligation or explicit consent of the data subject. Market Test Participants declare 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 website⁷.

⁵ <https://www.desfa.gr/regulatory-framework/compliance/code-of-conduct>

⁶ <https://www.desfa.gr/regulatory-framework/compliance/anticorruption-policy>

⁷ <https://www.desfa.gr/regulatory-framework/compliance/prostasia-prosopikwn-dedomewnwn>

Article 19 – Governing Law and Dispute resolution

The present guidelines, the Notice and the ARCA shall be governed by the Greek Law. For any dispute or disagreement which may arise between the Parties in interpreting or implementing the Guidelines, the Notice and the ARCA and which may not be amicably resolved, the courts exclusively competent to resolve said dispute or disagreement shall be the courts of Athens.

ΠΑΡΑΡΤΗΜΑ Β



Notice

to the

Market Test Guidelines for the allocation of capacity

at the Greek Side of the Interconnection Point "Evzoni – Gevgelija"

May 2022

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1. INTRODUCTION

DESFA S.A. ("DESFA") is a company incorporated under Greek Law with the scope to own, maintain, develop and operate the National Natural Gas System. Among its activities DESFA intends to develop the natural gas pipeline (the "Section of the Project in Greece") that will interconnect the gas transmission systems of DESFA with the one of NER at the future Interconnection Point at the border between Greece and North Macedonia.

The Authority, with its Decision no 775/2020, approved the inclusion of the Section of the Project in Greece in DESFA's Ten Year Development Plan 2020-2029 subject to the performance of a successful Market Test proving that there is adequate interest from the market for this project.

According to the Market Test Guidelines (the "Guidelines") approved by the Regulatory Authority for Energy (the "Authority") and published in DESFA's website⁸, DESFA intends to perform a market test ("the Market Test") in a single phase in which Interested Entities shall be asked to submit binding requests for booking transmission capacity at the Section of the Project in Greece (Greek Side of the Interconnection Point), in accordance with the present Notice and the Guidelines.

Successful Market Test Participants shall be invited to sign an Advance Reservation Capacity Agreement ("ARCA"), a pro-forma version of which is attached herein (Attachment IV), in accordance with the provisions of the Guidelines.

The purpose of this Market Test Notice is to provide general information on the Section of the Project in Greece and the Products on Offer, to the Interested Entities, and to detail the procedure for participation in the Market Test in accordance with the conditions set out in the Guidelines. Failure to comply with this procedure and these conditions will result in the Market Test Participants being excluded from participating in the Market Test.

Following the signing of the NDA attached herein (Attachment I) DESFA will respect the confidentiality of any information received by the Market Test Participants according to its terms. Notwithstanding the above, DESFA shall disclose to the Authority any information and/or data requested by the Authority in order to complete the Market Test as well as the Market Test results in compliance with the provisions of article 66 of L. 4001/2011.

2. DEFINITIONS

All capitalized terms in this Notice have the meaning provided for in the Guidelines.

⁸ <https://www.desfa.gr/en/regulated-services/transmission/market-test>

3. PROJECT TECHNICAL DESCRIPTION, INDICATIVE COSTS AND TIMEFRAME

The Section of the Project in Greece consists of an approximately 55 km long, 30" pipeline, stretching from Nea Mesimvria, in the Thessaloniki area, to Evzoni, at the border between the two countries, and of a Border Metering Station.

Indicative investment cost for the Section of the Project in Greece is € 66.8 mil.

The Section of the Project in North Macedonia, consists of a 68 km long, 28" pipeline, to be built by NER Skopje JSC in the territory of North Macedonia from the area near Gevgelija village, to Negotino where it will connect to the existing gas transmission system of NER.

The Authority has approved the inclusion of the Greek part of the Project in the Ten Year Development Plan of DESFA (2021-2030) subject to the carrying out of a binding capacity allocation procedure (Market Test).

Subject to the approval of the Market Test results by the Authority, construction of the Section of the Project in Greece is indicatively expected to begin in Q3 2022 and indicatively expected to be completed in Q3 2024. The Indicative Commercial Operation Date is the [DD] [MM] [YY]. The Planned Commercial Operation Date will be included in the Advanced Capacity Reservation Agreements that will be signed between DESFA and the Allocated Participants.

The indicative routing of the Project is illustrated with the red-dotted line in the map of Greece and North Macedonia. The red-dotted part of the Project in the yellow circle indicates the Section of the Project in Greece.



Location of the Greek part of the Project

4. PRODUCTS ON OFFER

Interested Entities are invited to express their interest for the reservation of transmission capacity for the following Products on Offer pursuant to article 5 of the Guidelines and dully fill-in the Binding Product Form as provided in Attachment III herein:

- i Yearly Firm Capacity Products, at the Greek Side of the IP in the direction from Greece to North Macedonia (GNM Capacity) expressed in kWh/Gas Day and starting from the Gas Year 2024-2025 up to the Gas year 2045-2046. If the Commercial Operation Date is different than the start of a Gas Year, the first Firm Capacity Product will be of a duration shorter than a year, starting from the Commercial Operation Date up to the end of September 2025. This period's capacity shall be charged at the same rates as the yearly capacity i.e. without an increase due to its shorter duration.
- ii The Maximum GNM Capacity on Offer for each Product shall be equal to 34.000.000 kWh/Gas Day.
- iii Market Test Participants shall declare, in the Binding Product Form, whether they accept, or not, the allocation of a capacity lower than their Binding Capacity, in case there will not be sufficient capacity available to be allocated to all Market Test Participants in accordance with their requests, following the Allocation Procedure of article 7 of the Guidelines. If yes, Market Test Participants shall declare the minimum acceptable Binding Capacity.

5. BINDING OFFER DEADLINE

The Binding Offer Deadline is set to be 14.00', local time (CET +1) on [Day] [Month] 2022. DESFA shall be entitled to postpone the Binding Offer Deadline by giving a notice, uploaded to DESFA's website.

6. REQUESTS FOR CLARIFICATION

No later than ten (10) Days before the expiration of the Binding Offer Deadline, as this may have been postponed, in accordance with article 5 herein, requests for clarification exclusively regarding the provisions of this Notice or the Guidelines, can be addressed to the following email address:

market-test@desfa.gr

7. SUBMISSION OF DOCUMENTS

a) Market Test Participants shall submit their Binding Offers not later than the Binding Offer Deadline, specified in article 5 herein. After the Binding Offer Deadline, no additional document shall be accepted for any reason regardless of the reason for the late submission, unless DESFA has specifically requested that additional submission, with a Remedy Notification, according to article 3.13.ii of the Guidelines.

b) For the timely submission of the Binding Offer, shall be taken into account the date and time of its submission in the DESFA Protocol and not the date of sending the Binding Offer. In case of submission by courier or registered mail, DESFA shall not be responsible for the timely submission of the Binding Offer or any other document whatsoever.

c) Binding Offers shall be submitted in a sealed package, on which shall be mentioned:

- "Binding Offer on the MARKET TEST ON ALLOCATION OF CAPACITY AT THE GREEK SIDE OF IP EVZONI – GEVGELIJA";
- Market Test Participant's company name, business residence, telephone number and e-mail address.

The sealed package shall contain two (2) separate envelopes (A, B), both bearing the same indications as the main envelope and in addition: "ENVELOPE A" or "ENVELOPE B":

- Envelope A shall contain the mandatory supporting documentation listed in article 6.2 of the Guidelines, the NDA and the Market Test Guarantee in the form of Attachments I and II, respectively, according to the Guidelines.
- Envelope B shall contain the Binding Product Form, in the form of Attachment III.

All documents to be submitted to DESFA under this Market Test should be submitted to DESFA's Protocol service (Secretariat Unit) to the following address:

DESFA S.A.
357-359 Messogion Ave.
GR - 152 31 HALANDRI, GREECE
General Document Centre, T: +30 213 088 4278, +30 213 088 4286
"To the attention of Commercial Services Division"

8. EVALUATION of BINDING OFFERS and CONCLUSION OF the MARKET TEST

DESFA shall proceed to the evaluation of the Binding Offers, and following a positive economic test, shall invite the Market Test Participants to which capacity shall have been allocated, to sign ARCAs in the form of Attachment IV herein, providing also the relevant ARCA Guarantee, in accordance with the procedure described in the Guidelines.

The Market Test shall be concluded with the issue of the Market Test Decision by the Authority, as per article 3.20 of the Guidelines. In case of a negative Market Test Decision, ARCAs shall be *ipso jure* terminated.

9. ATTACHMENTS

Attachment I: Confidentiality and Non-Disclosure Agreement (NDA) Attachment

II: Market Test Guarantee in the form of a Bank letter of guarantee Attachment

III: Binding Product Form

Attachment IV: Pro-forma ARCA

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 website⁹.

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.

⁹ <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

ATTACHMENT II:**MARKET TEST GUARANTEE IN THE FORM OF A BANKLETTER OF GUARANTEE**

TO: HELLENIC GAS TRANSMISSION SYSTEM OPERATOR (DESFA) S.A.
357-359 MESSOGION AVE.
152 31 HALANDRI
GREECE

LETTER OF GUARANTEE No. : [...]

DATE : [...]

Dear Sirs,

We beg to inform you that, waiving expressly and unreservedly all benefits and rights deriving from articles 853, 855 et seq. and 866 of the Greek Civil Code, we hereby expressly, irrevocably and unreservedly guarantee as direct debtor in favor of your Market Test Participant (a) [...]

Having its seat in (b) [...]

Up to the sum of (c) [...]

For the participation of said Market Test Participant in the Market Test performed by DESFA in accordance with the Market Test Guidelines and the Notice approved by Decision no [...] of the Hellenic Regulatory Authority for Energy and published in DESFA's website for the allocation of gas transmission capacity (Binding Capacity) at the Greek Side of the Interconnection Point "Evzoni /Gevgelija" (Section of the Project in Greece). The terms used in this Letter of Guarantee shall, save where the context otherwise requires, have the meanings given in the aforementioned Market Test Guidelines and Notice.

The above Guarantee refers to all the obligations deriving from the participation in the aforementioned Market Test up to the signing of the relative Advanced Reservation Capacity Agreement by Market Test Participant in accordance with the provisions of the above Market Test Guidelines and the Notice, but in no event whatsoever does it refer to the obligations deriving from the performance of such an Advanced Reservation Capacity Agreement.

In the event, as a consequence of the above Guarantee, you will decide that the said Market Test Participant is in default with regard to any obligation assumed by him in connection

with his participation in the above Market Test, we are hereby assuming the obligation to pay forthwith to you, on first demand, without any objection whatsoever, the guaranteed sum according to your instruction and within five (5) Business Days upon your simple demand, without any authorization, action or consent of the Market Test Participant hereinabove mentioned being required for such payment, nor any opposition, exception, objection by above Market test Participant. DESFA shall not be incurred with taxes, levies or any charge related to a call on this Letter of Guarantee.

We further declare that our present guarantee shall remain in full force and effect, until (d) [...]; past this deadline and provided that we have not been made aware of any claims by you over the amount of the guarantee, as mentioned above, this letter of guarantee shall automatically become null and void.

We also certify that all letters of guarantee that have been issued by us and are in force, including also present Letter of Guarantee, doesn't exceed the upper limit for our Bank regarding the provision of guarantees, stipulated by the applicable legislation.

The present letter of guarantee shall be governed by the Greek Law; the Courts of Athens are exclusively competent to resolve any conflict arising therefrom.

[name of issuing bank],

In witness whereof, this Guarantee has been executed and delivered as a deed on the above-mentioned date.

Note: On blank spaces to be inserted:

- a. THE BUSINESS TRADE NAME OF THE MARKET TEST PARTICIPANT
- b. THE ADDRESS OF MARKET TEST PARTICIPANT'S SEAT TO BE INSERTED HERE
- c. THE AMOUNT OF MARKET TEST GUARANTEE IS TO BE INSERTED HERE
- d. MARKET TEST GUARANTEE SHALL HAVE THE DURATION SPECIFIED IN ARTICLE 11 OF THE MARKET TEST GUIDELINES

ATTACHMENT III: BINDING PRODUCT FORM

To

DESFA
Commercial Services
Division[market-test@desfa.gr](mailto:test@desfa.gr)
357-359 Messogion Ave.,
Athens, 15231,
Greece
www.desfa.gr

Binding Product Form for the participation to the Market Test for the allocation of gas transmission capacity (Binding Capacity) at the Greek Side of the Interconnection Point "Evzoni /Gevgelija" (Section of the Project in Greece) conducted by the Hellenic Gas Transmission Operator S.A. (DESFA).

The undersigned in his/her capacity asacting in the name and on behalf of incorporated under the laws of, having its headquarters and registered office at, registered under the registration number(hereinafter the Market Test Participant or MTP), by signing this Binding Product Form:

- I. Declares that:
 - a. Acknowledges, fully understands and accepts all provisions contained in the Market Test Guidelines and the Notice approved by Decision no [...] of the Hellenic Regulatory Authority for Energy and published in DESFA's website for the allocation of gas transmission capacity (Binding Capacity) at the Greek Side of the Interconnection Point "Evzoni /Gevgelija" (Section of the Project in Greece);
 - b. Acknowledges, fully understands, accepts and complies with the provisions of Regulation (EU) 2017/459 (OJEU L72/17.3.2017), as well as with the Hellenic applicable legislation for gas transmission and especially Law 4001/2011, as in force and DESFA's National Natural Gas System Network Code (Gov. Gazette B' 4687/2021);
 - c. This Binding Product Form includes the MTP's Binding Offer and the Declarations provided herein, according to the aforementioned Market Test Guidelines and the Notice;
 - d. All data, information and documents submitted in the context of the Market Test are true and genuine.

- II. Accepts and recognizes that:
 - a. The allocation of GNM Capacity referred to in the Market Test Guidelines is subject to the positive outcome of an Economic Test;

- b. In case of a negative outcome of the Economic Test, DESFA shall return the bank guarantees submitted and no transmission capacity will be contractually allocated;
- c. In case of a positive outcome of the Economic Test the MTP shall submit to DESFA the respective bank guarantee and shall enter into an ARCA as described in the Market Test Guidelines and the Notice;
- d. By submitting this Binding Product Form to DESFA the MTP accepts that said request will constitute an irrevocable commitment to enter an ARCA with DESFA for the transmission capacity allocated to it, subject to the successful outcome of the Economic Test;
- e. Any statement of possession of requirements (requests, commitments, declarations or acceptances), as well as any request/communication or expression of will made by the MTP constitutes a formal obligation and commitment on the part of the MTP, which accepts – even in respect of third parties – any and all liability arising from any breaches/errors or omissions.

And hereby submits:

The following Binding Offer for the allocation of Binding Capacity at the Greek Side of the Interconnection Point “Evzoni /Gevgelija” (Section of the Project in Greece):

BINDING OFFER

MARKET TEST PARTICIPANT	PERSON SUBMITTING THE OFFER
COMPANY NAME:	SURNAME (*):
REGISTERED OFFICE ADDRESS (*):	NAME (*):
VAT NUMBER (*):	PHONE/MOBILE (*):
	EMAIL ADDRESS (*):

(*) Confidential data used for internal evaluation. These data will not be published.

Gas Year	Binding Capacity (kWh / Gas Day / Gas Year) ³	Minimum Acceptable Binding Capacity (kWh / Gas Day / Gas Year)	Gas Year	Binding Capacity (kWh / Gas Day / Gas Year) ¹⁰	Minimum Acceptable Binding Capacity (kWh / Gas Day / Gas Year)
2024-25			2035-36		
2025-26			2036-37		
2026-27			2037-38		
2027-28			2038-39		
2028-29			2039-40		
2029-30			2040-41		
2030-31			2041-42		
2031-32			2042-43		
2032-33			2043-44		
2033-34			2044-45		
2034-35			2045-46		

This Binding Product Form is hereby submitted by:

[Name]

[Company's stamp]

[Position]

[Signature]

¹⁰ Up to The Maximum GNM Capacity on Offer for each Product which is equal to 34.000.000 kWh/Gas Day/Gas Year.

**ATTACHMENT IV:
PRO-FORMA ARCA**



**PRO-FORMA
ADVANCE RESERVATION CAPACITY AGREEMENT**

**relating to
the advance reservation of capacity
at the Greek Side of the IP Evzoni/Gevgelija between
DESFASA
- and -
[COMPANY: insert name of Allocated Participant]**

May 2022

THIS ADVANCE RESERVATION CAPACITY AGREEMENT (the Agreement) is made on the

BETWEEN:

- (1) DESFA SA, a company incorporated and existing under the laws of the Hellenic Republic, whose registered office is established at 357-359 Messogion Avenue, Halandri, GR-152 31, registered under the Commercial Registry number 7483601000, duly represented by (hereinafter referred to as "DESFA"); and
- (2) [●], a company incorporated and existing under the laws of [●], whose registered office is established at [●], registered under the Business Registry number [●] (hereinafter referred to as "Company"),

and jointly referred as the "Parties" or separately as the "Party",

WHEREAS

- A. DESFA will construct and operate the Greek Section of the Gas Interconnection Greece-North Macedonia project (Section of the Project in Greece) in the territory of the Hellenic Republic, interconnected with the Section of the Project in North Macedonia at the Interconnection Point "Evzoni/Gevgelija".
- B. National Energy Resources Skopje will construct and operate the Section of the Project in North Macedonia, interconnected with the Section of the Project in Greece at the Interconnection Point "Evzoni/Gevgelija".
- C. DESFA conducted a Market Test in one binding phase for the allocation of transmission capacity at the Greek Side of the Interconnection Point "Evzoni/Gevgelija" in accordance with the Market Test Guidelines and the Notice approved by the Greek Regulatory Authority for Energy by its Decision no
- D. The Company has successfully participated in the Market Test procedure, for the allocation of GNM Capacity at the Interconnection Point "Evzoni-Gevgelija" and Allocated Capacity has been allocated to the Company with the Allocation Notification of *[insert date of Allocation Notification]*. The Allocated Capacity refers to firm exit capacity at DESFA's gas transmission system. For the avoidance of any doubt the Allocated Capacity does not refer to entry capacity at NER's gas transmission system.
- E. DESFA shall provide the Advance Reserved Capacity at the Greek side of the Interconnection Point Evzoni / Gevgelija, starting from the Commercial Operation Date, pursuant to applicable Greek Law in force at the time of Commercial Operation Date, subject to the terms of this Agreement.
- F. The Company shall sign the Gas Transportation Agreement and book the Advance Reserved Capacity as transmission capacity, pursuant to the provisions of the Greek Law in force at that time.

IT IS HEREBY AGREED as follows:

1. **INTERPRETATION**

In this Agreement, subject to any express contrary indication:

- (a) any reference to any term defined in the Network Code of the National Natural Gas System shall be construed as a reference to it as it may from time to time be (with or without modification) amended or re-enacted and;
- (b) any reference to any term defined in the Market Test Guidelines and the Notice shall be construed as a reference to them;
- (c) any reference to this Agreement or any other agreement or document shall be construed as a reference to that agreement or document as it may from time to time be, amended, varied, replaced or supplemented;
- (d) references in this Agreement to Articles and Annexes are to Articles and Annexes of this Agreement;
- (e) other capitalized terms used in this Agreement shall have the meaning ascribed to them in this Article or elsewhere in this Agreement;
- (f) the Annexes constitute an integral part of this Agreement.

2. **DEFINITIONS**

For the purposes of this Agreement, the definitions provided for in Law 4001/2011, the Network Code, the Tariff Regulation, the Tariff, the Gas Transportation Agreement, the Market Test Guidelines and the Notice shall apply. In addition, the following capitalized terms and expressions, when used in this Agreement shall have the following meaning:

Advance Reserved Capacity shall mean the GNM Capacity, allocated to the Company pursuant to the Allocation Notification and shown in Annex I.

ARCA Assignee shall mean a Transmission User, to whom the Company has the right to assign this Agreement pursuant to Article 7.

Bank Guarantee shall mean the letter of Guarantee issued by the Bank of [...] provided by the Company for the proper performance of the terms of this Agreement for the amount and the duration provided for in Article 5, having the form of the Bank Guarantee provided for in the Notice and attached as Annex II herein;

Cut-off Date shall mean the date by which the Final Investment Decision should have been taken pursuant to Article 3.1;

Effective Date shall mean the date of execution of this Agreement.

Expiry Date shall mean the earlier of:

(a) the execution of the Gas Transportation Agreement for the booking of Advance Reserved Capacity by the Company and the provision of the GTA Guarantee; and

(b) the date of any early termination of this Agreement according to its terms.

Force Majeure Affected Party shall mean a Party affected by an event considered as a Force Majeure event, in accordance with Article 9;

Planned Commercial Operation Date shall mean the binding estimate of the date on which the Section of the Project in Greece will be completed;

Market Test Guidelines shall mean the Guidelines for the Market Test on allocation of capacity at the Greek Side of the IP Evzoni-Gevgelija approved by the Authority with its Decision No. dated [●] 2021 and attached as Annex III herein.

Network Code shall mean the Network Code of the National Natural Gas System (Gov. Gazette Β' 4687/2021) as in force from time to time.

3. SCOPE AND OBLIGATIONS OF THE PARTIES

- 3.1. Following the Market Test issued by DESFA for the allocation of capacity at the Greek side of the IP that will be created with the implementation of the Project and until the signing of a Gas Transportation Agreement by the Company for the booking of the capacity allocated, the Parties with this Agreement undertake:
- (a) DESFA to make available, starting from the Commercial Operation Date, the Advance Reserved Capacity indicated in Annex I herewith, according to Greek law, under the condition that DESFA takes the Final Investment Decision ("FID") for the implementation of the Section of the Project in Greece. The Cut-off Date by which the FID should have been taken by DESFA is set to be [DD/MM/YYYY]. DESFA shall not be required to take the FID with regard to the Section of the Project in Greece, unless the FID Conditions Precedent pursuant to article 10.6 of the Market Test Guidelines are met;
- (b) The Company to sign and execute the GTA and book the Advance Reserved Capacity set in Annex I herewith, in accordance with this Agreement, pursuant to the provisions of the Greek Law in force at that time. The GTA should be executed within thirty (30) days from the relevant invitation of DESFA. The GTA Guarantee shall be provided by the Company pursuant to the provisions of the

Greek Law in force at that time.in this Agreement shall oblige DESFA to make available any Advance Reserved Capacity in excess of the Allocated Capacity specified in the Allocation Notification.

- 3.2. Nothing in this Agreement shall prejudice the Company's right under the Network Code to apply for further transmission capacity at the Greek side of the IP during the period following the Commercial Operation Date.
- 3.3. The Parties are bound by the provisions of the Market Test Guidelines and the Notice throughout the duration of the ARCA, which are considered as an integral part of the ARCA.

4. DURATION

- 4.1. This Agreement shall remain in force from the Effective Date until the Expiry Date save as otherwise expressly set forth in Article 6.
- 4.2. The Planned Commercial Operation Date on which the Section of the Project in Greece shall be completed by DESFA, is hereby set to be 32 months from DESFA's FID;
- 4.3. DESFA shall be entitled to extend the Commercial Operation Date up to six (6) months from the Planned Commercial Operation Date in the event of a delay related to the Section of the Project in Greece, without bearing any liability whatsoever, provided that DESFA has used all reasonable endeavors to avoid and minimize such delays. Delay of the Commercial Operation Date beyond the above-mentioned 6 months shall represent a breach of the Agreement by DESFA, and the Company shall be entitled, to claim all direct damages suffered by the Company, as provided under Article 8.3 of this Agreement.
- 4.4. In the event of a delay pursuant to Article 4.3 above, no later than thirty (30) Days from becoming aware of the delay, DESFA shall notify the Company in writing both of the delay and of the Commercial Operation Date.

5. ARCA GUARANTEE

- 5.1 The Company submitted to DESFA a Bank Guarantee, on first demand, issued by:
 - any Greek financial institute supervised by the ECB (systemic Banks, namely any of Alpha Bank, Eurobank, National Bank of Greece and Piraeus Bank) including their subsidiaries;
 - any Greek branch of an internationally reputable bank with a minimum investment grade credit rating from the following Agencies: BBB at Standard

and Poor's, BBB at Fitch or Baa3 at Moody's;

- any internationally reputable bank with a minimum investment grade credit rating (as described above);
- any subsidiary - of an internationally reputable bank - with a minimum investment grade credit rating (as described above);
- any subsidiary - of an internationally reputable bank - without a minimum investment grade credit rating (or without any rating at all), provided that the Bank Guarantee is counter-guaranteed by any internationally reputable bank with a minimum investment grade credit rating (as described above);

which has been approved in advance by DESFA, at its sole discretion, for an amount of€ (..... Euros) and for a duration until the Planned Commercial Operation Date plus twelve (12) months or the signing of the GTA, whichever comes first, i.e. until the, the Bank Guarantee itself attached in Annex II.

- 5.2 The Company undertakes to keep the Bank Guarantee in full force and effect for the amount and until the date specified in Article 5.1, or the entering into the GTA and the booking of the relevant capacity as per Article 3.1b), whichever comes first. Failure to comply with this Article, constitutes a material breach of this Agreement and DESFA shall be entitled:

- (a) to terminate this Agreement and
- (b) to claim damages according to Article 8.

- 5.3 Without prejudice to any other right, remedy or power contained in this Agreement or at law, the Bank Guarantee shall be forfeited:

- (a) In case the Company does not sign the GTA and does not book transmission capacity corresponding to the Advance Reserved Capacity within the deadline provided for in Article 3.1 (b) and/or does not present to DESFA the GTA Guarantee pursuant to the provisions of the Greek Law; or
- (b) In case of material breach of this Agreement; or
- (c) In any other case explicitly provided for in this Agreement.

- 5.4 The Bank Guarantee shall be returned to the Company upon:
- (a) the fifteenth (15) day after the deadline specified in Article 5.2; or
 - (b) the sixtieth (60) day after the Cut-off Date, if the FID is not taken pursuant to Article 3.1.a);
 - (c) the sixtieth (60) day after the termination under Article 6.2a;
- unless DESFA has raised claims under the Bank Guarantee prior to such date in which case the Bank Guarantee shall remain in force until DESFA's claim has been fully and unconditionally satisfied or settled.

6. TERMINATION

- 6.1 This Agreement shall be terminated on the Expiry Date.

- 6.2 This Agreement may be terminated:
- a. ipso jure in the event that no FID is taken by DESFA by the Cut Off Date. In such case the Bank Guarantee shall be returned to the Company as per Article 5.4(c) and neither Party shall have any liability whatsoever to the other Party including damages, incurred cost or loss of profit and each Party shall each bear its own costs in relation to this Agreement.
 - b. Without prejudice to any other right, remedy or power contained in this Agreement or at law, either Party may terminate this Agreement if the other Party is in material breach of any of its obligations herein. Material breach shall be the failure by either Party to perform any of its obligations resulting from or arising out of or in connection with this Agreement. Where such breach is capable of remedy, the non-defaulting Party is obliged to seek remedy by notifying a written notice to the defaulting Party. If the notified Party fails to remedy such breach within the reasonable deadline set in the notice, the non-defaulting Party may terminate this Agreement and claim damages according to Article 8.

7. ASSIGNMENT

- 7.1. Following a written approval by DESFA (not to be unreasonably withheld or delayed), the Company may assign to an ARCA Assignee the rights and obligations of the Company in connection with this Agreement, whether in whole or in part, provided that such ARCA Assignee fulfill the requirements of the Market Test Guidelines and this Agreement as well as the provisions of the Network Code and the applicable Greek law at the time of the assignment.
- 7.2. Neither DESFA nor the Company may assign this Agreement in whole or part to a third party without the consent of the other Party, such consent not to be unreasonably withheld or delayed.
- 7.3. For the assignment to take place, the ARCA Guarantee shall be replaced by equivalent Bank Guarantee presented by the ARCA Assignee. The ARCA Assignee shall present a Bank Guarantee in line with the provisions of Article 5, the amount of which shall be calculated according to article 11.4 of the Market Test Guidelines. Until the required guarantees have been provided by the ARCA Assignee the assignment shall have no legal effect. Without prejudice to Article 7.2 above, rejection of a request for assignment shall entail rejection of the assignment and does not give rise to a right for either Party to terminate this Agreement or claim for any loss, damage, cost or expense whatsoever.

8. LIABILITY

- 8.1. Each Party shall bear responsibility for failure to perform or improper performance of its obligations under or in connection to this Agreement, in accordance with Greek Law and the terms of this Agreement.
- 8.2. DESFA bears no liability whatsoever for any delay related to:
 - (a) the Section of the Project in North Macedonia and/or
 - (b) the Tie-in of the NNGS with NER's transmission system or the timely commissioning of the Project, to the extent that such delay is not attributable to DESFA's fault.
- 8.3. Subject to the provisions of Article 8.5 below, each Party shall have the right to recover from the defaulting Party any documented loss, damage, cost or expense incurred by it as result of the defaulting Party non-compliance with this Agreement. In any event,
 - a) if the Company is the defaulting Party by committing a Material Breach of this Agreement and as a result DESFA terminates the Agreement, the Company shall be held liable for the amount corresponding to the Advanced Reserved Capacity allocated to the Company, times the Tariff applicable on the Effective Date in accordance with the Market Test process. For the avoidance of any doubts, the maximum aggregate liability by the Company under this Agreement, on any grounds whatsoever, shall be limited and capped up to the amount of the Advanced Reserved Capacity allocated to the Company as a result of the Market Test process.
 - b) if DESFA is the defaulting Party by committing a Material Breach of this Agreement and as a result the Company terminates the Agreement, DESFA's liability shall be limited to the amount of one (1) million euros per year of capacity booked by the Company as a result of the Market Test process.
- 8.4. In case of breach of the Agreement, the Party liable to the other Party may recover only once in respect of the same loss.
- 8.5. Neither Party shall be liable to the other Party for any reason whatsoever pursuant to this Agreement or law:
 - (a) for the period from the signing of this Agreement until the FID is taken by DESFA; or
 - (b) for any loss, damage, cost or other expense to the extent that the same does not arise directly from the breach and cannot reasonably be supposed to have been in the contemplation of the Parties at the Effective Date as the probable result of such breach; or

- (c) for any special, indirect and/or consequential loss including any such loss which constitutes loss of use or loss of profit, business opportunity, goodwill or anticipated saving.
- 8.6. Nothing in this Agreement will preclude that full damages are due to willful misconduct, fraud or gross negligence of a Party or its employees, officers, contractors and/or agents used by such Party in performing its obligations under this Agreement.
- 8.7. Without prejudice to any other Article of this Agreement, the Company shall be considered to have materially breached the Agreement in case of the occurrence at any time of any of the following Liability events:
1. the Bank Guarantee fails or ceases to be in full force and effect in breach of, and is not replaced within five (5) Business Days, for the amount and the duration provided for in Article 5; or
 2. the Company, or the issuer of the Bank Guarantee, disclaims, or rejects, in whole or in part, or challenges the validity of the Bank Guarantee, unless such disclaimer, rejection or challenge is withdrawn or a new Bank Guarantee is provided to the DESFA no later than five (5) Business Days after such disclaimer, rejection or challenge for the amount and the duration provided for in Article 5; or
 3. the Company fails to sign the GTA and book the transmission capacity that corresponds to the Advance Reserved Capacity or fails to submit the GTA Guarantee.
- 8.8. If DESFA recovers any amount from the forfeit of Bank Guarantee:
- (a) such amount shall be taken into account in the calculation of any compensation payable pursuant to this Agreement,
 - (b) no claim shall be made by DESFA pursuant to this Agreement in respect of the amounts so recovered as a result of the forfeit of Bank Guarantee.

9. FORCE MAJEURE

- 9.1. Force majeure is an occurrence beyond the control and without the fault or negligence of the invoking Party and which said Party is unable to prevent or provide against by the exercise of reasonable diligence including, but not limited to, natural disaster; expropriation or confiscation of facilities; changes in applicable law; war declared or not, rebellion, sabotage or riots; terrorist actions; floods, hurricanes or in general unusually severe weather that could not reasonably have been anticipated; fires, explosions, pandemics or other catastrophes; strikes; general banking disruptions, and other similar occurrences.
- 9.2. The Company further acknowledge that event(s) or circumstance(s) of Force

Majeure for DESFA may include any delay in authorization of a project beyond usual practice, the delay of construction due to archaeological findings, court proceedings that delay the award of a contract or the execution of the Project, the delay due to bankruptcy or other major default of a contractor selected, and in general any event of delay that is not attributable to DESFA's default or omission.

- 9.3. Notwithstanding the provisions above, any or all of the following events and circumstances shall not constitute an event of Force Majeure:
- (a) changes in market conditions, including changes that directly or indirectly affect the demand for or price of Natural Gas, such as loss of customers or loss of market share; or
 - (b) changes in shareholding or business strategy and plans of DESFA; or
 - (d) the unavailability or lack of funds or failure to indemnify the other party or to pay money when due.
- 9.4. A Force Majeure event prior to the Commercial Operation Date shall have as a result that the Commercial Operation Date will be postponed by the duration of the Force Majeure event.
- 9.5. Subject to the provisions of Articles 9.6 and 9.7, a Force Majeure Affected Party shall be relieved from liability, and deemed not to be in breach of this Agreement for any failure or delay in the performance of any of its obligations under this Agreement if and to the extent such failure or delay is directly attributable to the occurrence and continuance of such Force Majeure.
- 9.6. Nothing in this clause shall relieve either Party from its obligations to perform or comply with any Bank Guarantee obligations.
- 9.7. The Force Majeure Affected Party's relief from liability pursuant to Article 9.5 is subject to and conditional upon:
- (a) the Force Majeure Affected Party giving notice as soon as reasonably practicable to the other Party of the nature and extent of the Force Majeure causing its failure or delay in performance; and
 - (b) the Force Majeure Affected Party using reasonable endeavors to mitigate the effects of the Force Majeure, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations under this Agreement as soon as reasonably practicable.
- 9.8. In addition to its notification obligation pursuant to Article 9.7, the Force Majeure Affected Party shall give notice as soon as reasonably practicable to the other Party (to the extent that such Information is available to the Force Majeure Affected Party) of:
- (a) the steps being taken by the Force Majeure Affected Party to remove or mitigate the effect of the Force Majeure and to carry out its obligations under this Agreement;

- (b) the anticipated date of resumption of performance of its obligations under this Agreement; and
- (c) such other details relating to the Force Majeure and its effects as may be reasonably requested by the other Party, and, to the extent that such Information is not available at the time a notice is given, the Force Majeure Affected Party shall provide such Information to the other Party as soon as it becomes available to it.

9.9. The Force Majeure Affected Party shall give notice to the other Party every five (5) Days of any update to the Information provided pursuant to Article 9.8 and shall give notice as soon as reasonably practicable to the other Party upon it becoming aware of any material developments or additional material Information relating to the Force Majeure and its effects.

10. CONFIDENTIALITY

10.1. The Parties already acknowledge and are bound by the confidential nature:

- (a) of all the documents and data communicated or to be communicated to them during the term of the Agreement, and which are related to the Agreement and its performance, and
- (b) of the information exchanged in the performance of the Agreement, and they undertake the duty to use such documents, data and information only for the purposes of the Agreement and to refrain from disclosing them in part or in whole to third parties.

10.2. Confidential information shall not include any information which:

- (a) is already in possession of the public or becomes available to the public other than through the act or omission of the receiving Party in breach hereof;
- (b) is acquired independently by the receiving Party from a third party that, to the knowledge of the receiving Party, has the right to disclose such information at the time it is acquired by the receiving Party (without binder or secrecy);
- (c) is developed independently by the receiving Party without reliance on the Confidential Information disclosed by the disclosing Party and such fact can be reasonably demonstrated by the receiving Party; or
- (d) is required to be disclosed by DESFA to the Authority or in order for the Parties to comply with the requirements of Greek or European Union law or following the Authority's or law court's decisions;
- (e) is required to be disclosed by DESFA to NER in relation to the regulatory requirements of the Project, or to banks or other financial institutions for the

purposes of financing the construction of the Project or the issuance of assurances regarding the Section of the Project in Greece; or

(f) is required to be disclosed by a Party to professional advisers retained by such Party, if and to the extent required in order to enable the disclosing Party to perform its obligations under this Agreement; or

(g) is required to be disclosed to DESFA's shareholders for the purposes of taking the FID for the Project.

- 10.3 The Parties guarantee and take any measure for imposing the abovementioned duties of fidelity, confidentiality, and protection of the professional or trade secrecy on their employees and all sorts of associates, as well as the related companies of the Parties and their employees and all sorts of associates.
- 10.4 The above obligations shall be binding upon the Parties during the term of the Agreement as well as for a period of five (5) years after its termination in any way whatsoever.

11. ANTI-CORRUPTION POLICY

The Company acknowledges DESFA's Code of Ethics (the "Code"), as published on DESFA's site, which shall be fully applicable to this Agreement, and the Company shall comply with the relevant provisions of the Code, including conflicts of interest¹¹. The Company further acknowledges that DESFA's Anticorruption Policy, as published on DESFA's site¹², shall be applicable to them and that it shall comply with its provisions. The Company shall not violate or knowingly permit anyone to violate the Code's prohibition on bribery or any applicable anti-corruption laws, regulations, policies and procedures in performing under this Agreement. If the Company breaches this Clause, DESFA may immediately terminate or suspend this Agreement.

12. PERSONAL DATA

The Parties shall process personal data exchanged under the 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

¹¹ <https://www.desfa.gr/regulatory-framework/compliance/code-of-conduct>

¹² <https://www.desfa.gr/regulatory-framework/compliance/anticorruption-policy>

implemented relative data protection measures in compliance with the General Regulation. DESFA has implemented the data protection policy publicly available on DESFA's corporate website¹³.

13. REPRESENTATION AND WARRANTIES

13.1. The Company represents and warrants to DESFA that, as at the Effective Date, the following statements are true, accurate and not misleading:

The Company:

- (a) is duly formed and validly existing under the laws of [*country where the Company is established*],
- (b) has the power to own its assets and carry on its business as it is currently being conducted, and
- (c) is the holder of all required licenses for the legitimate performance of its activity.

13.2. The Company has the power to enter into, deliver and perform, and has taken all necessary action to authorize its entry into, delivery and performance of this Agreement.

13.3. The obligations expressed to be assumed by the Company pursuant to this Agreement are legal, valid, binding and enforceable.

13.4. The entry into, delivery and performance by the Company of this Agreement does not conflict with any agreement or instrument binding upon it or any of its assets to an extent or in a manner which has or is reasonably expected to have a material adverse effect.

13.5. All authorizations which are required to be obtained by the Company on or before the date on which this representation have been obtained by the Company.

13.6. No Default with respect to the Company has occurred and is continuing or might reasonably be expected to result from its entry into or performance of this Agreement.

13.7. No litigation, arbitration or administrative suit or proceeding against the Company which, if adversely determined, would have or would reasonably be expected to have a material adverse effect on this Agreement, is:

- (a) current,
- (b) pending before any court, arbitral or other tribunal, administrative or regulatory body, as the case may be, or
- (c) so far as the Company is aware, by reason of receipt of a letter/ formal written notice before action or similar, threatened against the Company.

¹³ <https://www.desfa.gr/regulatory-framework/compliance/prostasia-prosopikwn-dedomenwn>

14. SEVERABILITY AND WAIVERS

14.1 No delay or omission by either Party in exercising any right, power or remedy provided by law or pursuant to the Agreement shall:

(a) affect that right, power or remedy; or

(b) operate as a waiver of it.

14.2 If any Article of this Agreement is held to be or becomes void or otherwise unenforceable for any reason under applicable law, that Article shall be deemed omitted from this Agreement and the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired as a result of that omission and the Parties shall meet to negotiate in good faith and seek to agree a mutually satisfactory valid and enforceable provision to replace the omitted provision.

15. GOVERNING LAW AND DISPUTE RESOLUTION

The Agreement shall be governed by Greek Law. For any dispute or disagreement which may arise between the Parties in interpreting or implementing the Agreement and which may not be amicably resolved, the courts exclusively competent to resolve said dispute or disagreement shall be the courts of Athens.

16. NOTICES

16.1 Any notice to be given for the purposes of this Agreement shall be in writing and (unless expressly specified herein) may be given by delivering the same by hand or by sending a letter by pre-paid post, courier service or by email to such address as the Party in question shall from time to time designate by written notice and until such notice shall be given the addresses of the Parties shall be as follows:

- (a) DESFA SA:
357-359 Messogion Avenue, Halandri, GR-152 31
(Marked for the attention of: [●])
- (b) The Company:
[●]
(Marked for the attention of: [●])

Communications between the Parties shall be in the English language.

16.2 Save and except in the case of a notice requiring a response within a fixed time

period (to which Article 16.3 applies), any notice given as aforesaid shall be deemed to have been received:

- (a) in the case of delivery by hand, when delivered, with an appropriate registration; or
- (b) in the case of registered post, on the date of registered delivery;
- (c) in the case of email, when provided via electronic transmission system on the Business Day to the valid email address of the other Party provided that such email was transmitted during or before normal business hours on the Business Day in question, failing which the first Business Day following the date of transmission, unless the e-mail dispatch is failed, with the proof for the opposite born by the sender.

16.3 Any notice which requires a response from its recipient within a fixed time period shall be sent by hand or registered or recorded delivery post or email and shall be deemed to have been received:

- (a) in the case of delivery by hand, when delivered; or
- (b) in the case of delivery by registered or recorded delivery post, at the time and date recorded at delivery; or
- (c) in the case of email delivery, when delivered via electronic transmission system to the valid email address of the other Party,

and the calculation of any periods required for response shall run from such delivery date, provided that such delivery falls into the Business Day, failing which the first Business Day following the date of transmission shall apply.

17. MISCELLANEOUS

17.1. Agent for Service of Process

The Company shall designate a person resident or seated in Greece who shall be authorized to accept service of both judicial and extra-judicial procedural documents on behalf of the Company.

The Company irrevocably appoints [*to be completed as appropriate*] as its agent under this Agreement for service of process in any proceedings before the competent courts of law or other Competent Authority in relation to any dispute in the context of this Agreement.

The company agrees that failure by a process agent to notify it of any process will not invalidate the relevant proceedings.

The service of process provisions set out herein shall not affect any other method of service allowed by Law.

17.2 Amendment

This Agreement may only be amended or modified by agreement in writing and signed by a duly authorized representative of each Party.

17.3 Surviving terms

Termination of this Agreement as per Article 6 shall not affect:

- (a) the rights and obligations of the Parties pursuant to 10 (Confidentiality), 15 (Governing Law and Dispute Resolution) and 16 (Notices) that shall continue in full force and effect; and
- (b) a Party's right to claim for a breach of the other Party's obligations in relation to this Agreement if that breach occurred before termination.

AS WITNESS BY the duly authorized representatives of the Parties hereto the day and year first above written.

Signed for and on behalf of

DESFA SA

Signature:

Name:

Position:

[●]

Signature:

Name:

Position:

Annex I

**Advance Reserved Capacity reserved by the Company at the Greek Side of the
IP Evzoni/Gevgelija**

Gas Year	Capacity (kWh / Gas Day / Gas Year)
2024-25	
2025-26	
2026-27	
2027-28	
2028-29	
2029-30	
2030-31	
2031-32	
2032-33	
2033-34	
2034-35	
2035-36	
2036-37	
2037-38	
2038-39	
2039-40	
2040-41	
2041-42	
2042-43	
2043-44	
2044-45	
2045-46	

Annex II

ARCA Guarantee in the form of a Bank Letter of Guarantee

Athens,/
...../
/2022

From:

[Bank name / address]

To:

The HELLENIC GAS TRANSMISSION SYSTEM OPERATOR SOCIETE

ANONYMENUMBER

EURO: #.€

Dear Sir or Madam,

We refer to the Advanced Reservation Capacity Agreement dated [●] and made between [*“Company’s name”*] with the distinctive title [*“..... ”*] (hereinafter the Company) and the company under the company name “HELLENIC GAS TRANSMISSION SYSTEM OPERATOR SOCIETE ANONYME” with the distinctive title “DESFA” (hereinafter DESFA) by and upon order of the Company. The terms used in this letter of guarantee shall, save where the context otherwise requires, have the meanings given in the Advanced Reservation Capacity Agreement dated [●].

We hereby expressly, irrevocably and unreservedly guarantee, on behalf of the Company, to pay to DESFA, hereby expressly and unreservedly waiving the exception of claiming the benefit of option as well as our rights deriving from articles 853, 855 et seq. and 866 of the Greek Civil Code, any amount up to the aggregate maximum amount of [*Bank Guarantee amount in EUR (€)*] for the timely and due payment

by the Company of its obligations resulting from or arising out of or in connection with the Advanced Reservation Capacity Agreement dated [●].

The amount mentioned above shall be kept at your disposal and shall be paid, within five (5) working days, on first demand, without any deduction or set-off of any kind or objection and offering no excuse, in whole or in part, upon the receipt of your simple written payment demand and upon return of guarantee,

without having to substantiate your demand. Payment under this guarantee shall be made by wire transfer of immediately available funds to the account specified in your payment demand.

If we receive a partial payment demand as per above, then this guarantee shall be forfeited for that part of the primary debt that remains unpaid, which shall be immediately paid to you as per above, and this letter of guarantee shall be returned to you and remain valid thereafter for the remaining amount covered. Our above obligation shall remain in force and we shall have no right to refuse payment and no right to raise any objections, either on our behalf or on the behalf of the Company in favor of which this letter of guarantee is being issued or on behalf of any third party. DESFA shall not be incurred with taxes, levies or any charge related to a call on this letter of guarantee.

This Letter of Guarantee shall remain valid strictly until..... , 12:00 hours; past

this deadline and provided that we have not been made aware of any claims by you over the amount of the guarantee, as mentioned above, this letter of guarantee shall automatically become null and void. We also certify that all letters of guarantee that have been issued by us and are in force which are addressed to the Hellenic Republic, legal entities of public law, legal entities of private law etc., including also present guarantee letter, doesn't exceed the upper limit for our Bank regarding the provision of guarantees, stipulated by the applicable legislation.

The present letter of guarantee shall be governed by the Greek Law; the Courts of Athens are exclusively competent to resolve any conflict arising therefrom.

[name of issuing bank],

In witness whereof, this Guarantee has been executed and delivered as a deed on the above-mentioned date.

Annex III

Market Test Guidelines

[όπως εγκρίθηκαν στο Παράρτημα Α]

3. Τη δημοσίευση της παρούσας, συμπεριλαμβανομένων των Παραρτημάτων αυτής, στην Εφημερίδα της Κυβερνήσεως.

Αθήνα, 9 Ιουνίου 2022

Ο Πρόεδρος

ΑΘΑΝΑΣΙΟΣ ΔΑΓΟΥΜΑΣ



ΕΘΝΙΚΟ ΤΥΠΟΓΡΑΦΕΙΟ

Το Εθνικό Τυπογραφείο αποτελεί δημόσια υπηρεσία υπαγόμενη στην Προεδρία της Κυβέρνησης και έχει την ευθύνη τόσο για τη σύνταξη, διαχείριση, εκτύπωση και κυκλοφορία των Φύλλων της Εφημερίδας της Κυβερνήσεως (ΦΕΚ), όσο και για την κάλυψη των εκτυπωτικών - εκδοτικών αναγκών του δημοσίου και του ευρύτερου δημόσιου τομέα (ν. 3469/2006/Α' 131 και π.δ. 29/2018/Α' 58).

1. ΦΥΛΛΟ ΤΗΣ ΕΦΗΜΕΡΙΔΑΣ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ (ΦΕΚ)

- Τα **ΦΕΚ σε ηλεκτρονική μορφή** διατίθενται δωρεάν στο **www.et.gr**, την επίσημη ιστοσελίδα του Εθνικού Τυπογραφείου. Όσα ΦΕΚ δεν έχουν ψηφιοποιηθεί και καταχωριστεί στην ανωτέρω ιστοσελίδα, ψηφιοποιούνται και αποστέλλονται επίσης δωρεάν με την υποβολή αίτησης, για την οποία αρκεί η συμπλήρωση των αναγκαίων στοιχείων σε ειδική φόρμα στον ιστότοπο **www.et.gr**.

- Τα **ΦΕΚ σε έντυπη μορφή** διατίθενται σε μεμονωμένα φύλλα είτε απευθείας από το Τμήμα Πωλήσεων και Συνδρομητών, είτε ταχυδρομικά με την αποστολή αιτήματος παραγγελίας μέσω των ΚΕΠ, είτε με ετήσια συνδρομή μέσω του Τμήματος Πωλήσεων και Συνδρομητών. Το κόστος ενός ασπρόμαυρου ΦΕΚ από 1 έως 16 σελίδες είναι 1,00 €, αλλά για κάθε επιπλέον οκτασέλιδο (ή μέρος αυτού) προσαυξάνεται κατά 0,20 €. Το κόστος ενός έγχρωμου ΦΕΚ από 1 έως 16 σελίδες είναι 1,50 €, αλλά για κάθε επιπλέον οκτασέλιδο (ή μέρος αυτού) προσαυξάνεται κατά 0,30 €. Το τεύχος Α.Σ.Ε.Π. διατίθεται δωρεάν.

• Τρόποι αποστολής κειμένων προς δημοσίευση:

Α. Τα κείμενα προς δημοσίευση στο ΦΕΚ, από τις υπηρεσίες και τους φορείς του δημοσίου, αποστέλλονται ηλεκτρονικά στη διεύθυνση **webmaster.et@et.gr** με χρήση προηγμένης ψηφιακής υπογραφής και χρονοσήμανσης.

Β. Κατ' εξαίρεση, όσοι πολίτες δεν διαθέτουν προηγμένη ψηφιακή υπογραφή μπορούν είτε να αποστέλλουν ταχυδρομικά, είτε να καταθέτουν με εκπρόσωπό τους κείμενα προς δημοσίευση εκτυπωμένα σε χαρτί στο Τμήμα Παραλαβής και Καταχώρισης Δημοσιευμάτων.

- Πληροφορίες, σχετικά με την αποστολή/κατάθεση εγγράφων προς δημοσίευση, την ημερήσια κυκλοφορία των Φ.Ε.Κ., με την πώληση των τευχών και με τους ισχύοντες τιμοκαταλόγους για όλες τις υπηρεσίες μας, περιλαμβάνονται στον ιστότοπο (**www.et.gr**). Επίσης μέσω του ιστότοπου δίδονται πληροφορίες σχετικά με την πορεία δημοσίευσης των εγγράφων, με βάση τον Κωδικό Αριθμό Δημοσιεύματος (ΚΑΔ). Πρόκειται για τον αριθμό που εκδίδει το Εθνικό Τυπογραφείο για όλα τα κείμενα που πληρούν τις προϋποθέσεις δημοσίευσης.

2. ΕΚΤΥΠΩΤΙΚΕΣ - ΕΚΔΟΤΙΚΕΣ ΑΝΑΓΚΕΣ ΤΟΥ ΔΗΜΟΣΙΟΥ

Το Εθνικό Τυπογραφείο ανταποκρινόμενο σε αιτήματα υπηρεσιών και φορέων του δημοσίου αναλαμβάνει να σχεδιάσει και να εκτυπώσει έντυπα, φυλλάδια, βιβλία, αφίσες, μπλοκ, μηχανογραφικά έντυπα, φακέλους για κάθε χρήση, κ.ά.

Επίσης σχεδιάζει ψηφιακές εκδόσεις, λογότυπα και παράγει οπτικοακουστικό υλικό.

Ταχυδρομική Διεύθυνση: Καποδιστρίου 34, τ.κ. 10432, Αθήνα

Ιστότοπος: **www.et.gr**

ΤΗΛΕΦΩΝΙΚΟ ΚΕΝΤΡΟ: 210 5279000 - fax: 210 5279054

Πληροφορίες σχετικά με την λειτουργία του ιστότοπου: **helpdesk.et@et.gr**

ΕΞΥΠΗΡΕΤΗΣΗ ΚΟΙΝΟΥ

Πωλήσεις - Συνδρομές: (Ισόγειο, τηλ. 210 5279178 - 180)

Πληροφορίες: (Ισόγειο, Γρ. 3 και τηλεφ. κέντρο 210 5279000)

Παραλαβή Δημ. Ύλης: (Ισόγειο, τηλ. 210 5279167, 210 5279139)

Αποστολή ψηφιακά υπογεγραμμένων εγγράφων προς δημοσίευση στο ΦΕΚ: **webmaster.et@et.gr**

Πληροφορίες για γενικό πρωτόκολλο και αλληλογραφία: **grammateia@et.gr**

Ωράριο για το κοινό: Δευτέρα ως Παρασκευή: 8:00 - 13:30

Πείτε μας τη γνώμη σας,

για να βελτιώσουμε τις υπηρεσίες μας, συμπληρώνοντας την ειδική φόρμα στον ιστότοπό μας.

