



ΕΦΗΜΕΡΙΔΑ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ ΤΗΣ ΕΛΛΗΝΙΚΗΣ ΔΗΜΟΚΡΑΤΙΑΣ

5 Ιουνίου 2024

ΤΕΥΧΟΣ ΔΕΥΤΕΡΟ

Αρ. Φύλλου 3196

ΑΠΟΦΑΣΕΙΣ

Αριθμ. απόφ. Ε - 123/2024

Έγκριση Σύμβασης Επαυξημένης Δυναμικότητας για τη δεσμευτική φάση της Δοκιμής Αγοράς (Market Test) για την επέκταση του Εθνικού Συστήματος Φυσικού Αερίου της Ελλάδας.

Ο ΚΛΑΔΟΣ ΕΝΕΡΓΕΙΑΣ ΤΗΣ ΡΥΘΜΙΣΤΙΚΗΣ ΑΡΧΗΣ ΑΠΟΒΛΗΤΩΝ, ΕΝΕΡΓΕΙΑΣ ΚΑΙ ΥΔΑΤΩΝ

Έχοντας υπόψη:

1. 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) αριθ. 984/2013 (L 72), (εφεξής «Κανονισμός (ΕΕ) 2017/459»), και ιδίως το Κεφάλαιο V αυτού.

2. Τον Κανονισμό (ΕΚ) αριθ. 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) αριθ. 1775/2005 (L 211).

3. Την Οδηγία 2009/73/ΕΚ 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 (L 211).

4. 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).

5. Τον ν. 5037/2023 «Μετονομασία της Ρυθμιστικής Αρχής Ενέργειας σε Ρυθμιστική Αρχή Αποβλήτων, Ενέργειας και Υδάτων και διεύρυνση του αντικειμένου της με αρμοδιότητες επί των υπηρεσιών ύδατος και της διαχείρισης αστικών αποβλήτων, ενίσχυση της υδατικής πολιτικής - Εκσυγχρονισμός της νομοθεσίας για τη χρήση και παραγωγή ηλεκτρικής ενέργειας από ανανεώσιμες πηγές

μέσω της ενσωμάτωσης των Οδηγιών ΕΕ 2018/2001 και 2019/944 - Ειδικότερες διατάξεις για τις ανανεώσιμες πηγές ενέργειας και την προστασία του περιβάλλοντος» (Α' 78), όπως τροποποιήθηκε με τον ν. 5043/2023 «Ρυθμίσεις σχετικά με τους Οργανισμούς Τοπικής Αυτοδιοίκησης Α' και Β' βαθμού - Διατάξεις για την ευζωία των ζώων συντροφιάς - Διατάξεις για το ανθρώπινο δυναμικό του δημοσίου τομέα - Λοιπές ρυθμίσεις του Υπουργείου Εσωτερικών» (Α' 91).

6. Την παρ. 2 του άρθρου 23 του ν. 5037/2023, όπως τροποποιήθηκε με το άρθρο 121 του ν. 5043/2023, σε συνδυασμό με τα οριζόμενα στην παρ. 1 του άρθρου 10 του ν. 5037/2023.

7. Την υπ' αρ. 460/2019 απόφαση της ΠΑΕ «Επί της υπ' αρ. πρωτ. ΠΑΕ Ι-252654/14.1.2019 Αίτησης της ΔΕΣΦΑ Α.Ε. για την Αναθεώρηση της υπ' αρ. 1220/2018 απόφασης ΠΑΕ "για την Τελική Πιστοποίηση της ανώνυμης εταιρείας "Διαχειριστής Εθνικού Συστήματος Φυσικού Αερίου" ως Διαχειριστή Συστήματος Μεταφοράς Φυσικού Αερίου Διαχωρισμένης Ιδιοκτησίας"» (Β' 3853).

8. Την υπό στοιχεία Δ1/Α/5346/22.03.2010 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), 727/2020 (Β' 1684), 1035/2020 (Β' 2840), 1400/2020 (Β' 4585), 1433/2020 (Β' 4799 και Β' 5078), 735/2021 (Β' 4687), 1060/2021 (Β' 37/2022), 586/2022 (Β' 3823), 590/2022 (Β' 4270), 645/2022 (Β' 4269), 748/2022 (Β' 5176), 771/2022 (Β' 5576), 822/2022 (Β' 69/2023) και Ε-142/2023 (Β' 5773) αποφάσεις.

9. Την υπ' αρ. 666/04.08.2022 (Β' 4545) απόφαση της ΠΑΕ με την οποία εγκρίθηκε το Πρόγραμμα Ανάπτυξης του Εθνικού Συστήματος Φυσικού Αερίου (ΕΣΦΑ) για την περίοδο 2022-2031, όπως τροποποιήθηκε με την υπ' αρ. 681/25.08.2022 (Β' 5047) απόφαση.

10. Την υπό στοιχεία Ε-68/2023 απόφαση του Κλάδου Ενέργειας της ΡΑΑΕΥ «Έγκριση του Προγράμματος Ανάπτυξης του Εθνικού Συστήματος Φυσικού Αερίου για την περίοδο 2023-2032» (Β' 5595).

11. Την υπό στοιχεία 1435/2020 απόφαση της ΡΑΕ «Τροποποίηση Πρότυπων Συμβάσεων Πλαίσιο για τη Μεταφορά Φυσικού Αερίου και τη Χρήση Εγκατάστασης ΥΦΑ» (εφεξής «Πρότυπη Σύμβαση Μεταφοράς») (Β' 4802).

12. Την υπό στοιχεία Ε-59/2023 απόφαση του Κλάδου Ενέργειας της ΡΑΑΕΥ «Τροποποίηση του Κανονισμού για τη Μεθοδολογία του Απαιτούμενου Εσόδου και των Τιμολογίων των δραστηριοτήτων του Διαχειριστή του Εθνικού Συστήματος Φυσικού Αερίου (ΕΣΦΑ) - Έκτη Αναθεώρηση» (Β' 4192).

13. Την υπό στοιχεία Ε-69/2023 απόφαση της Αρχής με θέμα «Έγκριση του Επιτρεπόμενου Εσόδου για τη Ρυθμιστική Περίοδο 2024-2027 και του Απαιτούμενου Εσόδου για το έτος 2024 για την Υπηρεσία Μεταφοράς και τη Βασική Υπηρεσία Εγκατάστασης ΥΦΑ, καθώς και Αναπροσαρμογή του Τιμολογίου Χρήσης του Εθνικού Συστήματος Φυσικού Αερίου για το έτος 2024» (Β' 7096).

14. Την από 29.3.2023 Πρόσκληση Ενδιαφέροντος Μη Δεσμευτικών Αιτημάτων για την κατανομή μελλοντικής αδιάλειπτης δυναμικότητας στο ΕΣΦΑ, συμπεριλαμβανομένης της εγκατάστασης ΥΦΑ στη Ρεβυθούσα και τις διασυνδέσεις του ΕΣΦΑ με άλλα συστήματα του ΔΕΣΦΑ Α.Ε.¹

15. Την Έκθεση Εκτίμησης Ζήτησης (Demand Assessment Report for the Call of Interest for future capacity at the NNGS – November 2023) που δημοσίευσε στην ιστοσελίδα του ο Διαχειριστής του ΕΣΦΑ στις 20 Δεκεμβρίου 2023² με τα αποτελέσματα από το μη δεσμευτικό στάδιο της Δοκιμής Αγοράς που εκπύνησε από τις 29 Μαρτίου 2023 έως την 1η Ιουνίου 2023.

16. Τις από 3.7.2023 ανακοινώσεις των ΔΕΣΦΑ, Bulgartransgaz και ICGB σχετικά με την εκκίνηση της Διαδικασίας Επαυξημένης Δυναμικότητας σύμφωνα με το Κεφάλαιο V του Κανονισμού (ΕΕ) 2017/459.

17. Την κοινή έκθεση εκτίμησης ζήτησης (EEZ) Επαυξημένης δυναμικότητας για το διασυνοριακό σημείο διασύνδεσης εισόδου-εξόδου των γειτνιαζόντων συστημάτων μεταφοράς φυσικού αερίου μεταξύ Ελλάδας και Βουλγαρίας, Kulata-Sidirokastro, η οποία συντάχθηκε από κοινού από τους Διαχειριστές ΔΕΣΦΑ Α.Ε. και Bulgartransgaz και αναρτήθηκε στις ιστοσελίδες τους στις 23 Οκτωβρίου 2023 κατά τα οριζόμενα στο άρθρο 26 του Κανονισμού (ΕΕ) 2017/459³.

1 <https://www.desfa.gr/regulated-services/transmission/market-test/expansion-greek-system>

2 <https://www.desfa.gr/regulated-services/transmission/market-test/expansion-greek-system>

3 ΔΕΣΦΑ: <https://www.desfa.gr/userfiles/5fd9503d-e7c5-4ed8-9993-a84700d05071/DESFA-BTG%20DAR%20for%20Sidirokastro%20-%20final%20version%20-%202020-10-2023.pdf> και Bulgartransgaz: <https://www.bulgartransgaz.bg/files/useruploads/files/amd/DAR%202023/DARs/%D0%B1%D0%B3-%D0%B3%D1%80/2023%20DAR%20BG-GR%20-%20EN.pdf>

18. Την κοινή Έκθεση Εκτίμησης Ζήτησης (EEZ) Επαυξημένης δυναμικότητας για το διασυνοριακό σημείο διασύνδεσης εισόδου-εξόδου Κομοτηνή των γειτνιαζόντων συστημάτων μεταφοράς φυσικού αερίου Ελλάδας και του διασυνδεδεμένου αγωγού Ελλάδας – Βουλγαρίας (IGB), η οποία συντάχθηκε από κοινού από τους Διαχειριστές ΔΕΣΦΑ Α.Ε. και ICGB Α.Δ. και αναρτήθηκε στις ιστοσελίδες τους στις 23 Οκτωβρίου 2023⁴ κατά τα οριζόμενα στο άρθρο 26 του Κανονισμού (ΕΕ) 2017/459.

19. Τις παρουσιάσεις που έλαβαν χώρα στην από 14 Δεκεμβρίου 2023 ημερίδα της ΔΕΣΦΑ Α.Ε. με θέμα «Shippers Day 2023».

20. Τις παρουσιάσεις που έλαβαν χώρα στη διαδικτυακή ημερίδα της ΔΕΣΦΑ Α.Ε. για την επικείμενη δεσμευτική φάση της Δοκιμής Αγοράς και της Διαδικασίας Επαύξησης Δυναμικότητας σύμφωνα με τις διατάξεις του Κανονισμού (ΕΕ) 2017/459 στις 2 Απριλίου 2024.

21. Τη δημόσια διαβούλευση που διενήργησε ο ΔΕΣΦΑ κατά το διάστημα 15 Μαρτίου – 15 Απριλίου 2024⁵ επί των Κατευθυντήριων Γραμμών για τη διεξαγωγή της δεσμευτικής φάσης της Δοκιμής Αγοράς.

22. Την υπό στοιχεία Ε-93/2024 (Β' 2643) απόφαση της ΡΑΑΕΥ με την οποία εγκρίθηκε η πρόταση Κατευθυντήριων Γραμμών για τη διεξαγωγή της δεσμευτικής φάσης της Δοκιμής Αγοράς (Market Test) για την επέκταση του Εθνικού Συστήματος Φυσικού Αερίου της Ελλάδας.

23. Την υπό στοιχεία Ε-94/2024 (Β' 2721) απόφαση της ΡΑΑΕΥ με την οποία εγκρίθηκε η Πρόταση Έργου Επαύξησης Δυναμικότητας στο Σημείο Διασύνδεσης Kulata-Σιδηρόκαστρο σύμφωνα με τις διατάξεις του Κανονισμού (ΕΕ) 2017/459.

24. Την υπό στοιχεία Ε-95/2024 (Β' 2755) απόφαση της ΡΑΑΕΥ με την οποία εγκρίθηκε η Πρόταση Έργου Επαύξησης Δυναμικότητας στο Σημείο Διασύνδεσης «IP Komotini – DESFA/IGB», σύμφωνα με την Κοινή απόφαση των Ρυθμιστικών Αρχών Ελλάδας και Βουλγαρίας.

25. Την υπό στοιχεία Ε-96/2024 (Β' 2775) απόφαση της ΡΑΑΕΥ με την οποία εγκρίθηκε η Πρόταση Έργου Επαύξησης Δυναμικότητας στο Σημείο Διασύνδεσης «IP Stara Zagora», σύμφωνα με την Κοινή απόφαση των Ρυθμιστικών Αρχών Ελλάδας και Βουλγαρίας.

26. Το με αρ. πρωτ. 9021/08.05.2024 (ΡΑΑΕΥ Ι-373000/08.05.2024) έγγραφο της ΔΕΣΦΑ Α.Ε. με θέμα «Υποβολή Σύμβασης Επαυξημένης Δυναμικότητας».

27. Την από 2.5.2024 ανακοίνωση του ΔΕΣΦΑ για την εκκίνηση της δεσμευτικής φάσης για τη Δοκιμή Αγοράς για την επέκταση του ΕΣΦΑ και τη διαδικασία Επαύξησης Δυναμικότητας 2023⁶.

4 ΔΕΣΦΑ: <https://www.desfa.gr/userfiles/5fd9503d-e7c5-4ed8-9993-a84700d05071/DESFA-ICGB DAR for Komotini 2023-final-20-10-2023.pdf> και ICGB: <https://www.icgb.eu/media/yxopxm5y/eng-dar-desfa-icgb-for-komotini-2023-final-20-10-2023.pdf>

5 <https://www.desfa.gr/userfiles/consultations/Guidelines.pdf>

6 <https://www.desfa.gr/announcements/nngs-users-information/anakoinwsh-desmeytikhs-fashs-toy-desfa-gia-th-dokimh-agoras-gia-thn-epektash-toy-esfa-kai-th-diadikasia-epayjhshs-dynamikothtas-2023-01>

28. Την από 2.5.2024 κοινή ανακοίνωση των διαχειριστών ΔΕΣΦΑ και ICGB για τη Διαδικασία Επαύξησης Δυναμικότητας 2023 στο Σημείο Διασύνδεσης Κομοτηνή⁷.

29. Την από 2.5.2024 κοινή ανακοίνωση των διαχειριστών ΔΕΣΦΑ και Bulgartransgaz για τη Διαδικασία Επαύξησης Δυναμικότητας 2023 στο Σημείο Διασύνδεσης Kulata/Σιδηρόκαστρο⁸.

30. Το γεγονός ότι η παρούσα απόφαση δεν προκαλεί δαπάνη στον Κρατικό Προϋπολογισμό.

Σκέφτηκε ως εξής:

Α. Πλαίσιο αναφορικά με τη Δοκιμή Αγοράς για την επέκταση του ΕΣΦΑ

Επειδή, με τις αποφάσεις για την έγκριση των δεκαετών Προγραμμάτων Ανάπτυξης του Εθνικού Συστήματος Φυσικού Αερίου (σχετικά 9 και 10), η Ρυθμιστική Αρχή Ενέργειας, προκειμένου για την αύξηση δυναμικότητας σε εσωτερικά σημεία εισόδου ή εξόδου του ΕΣΦΑ ή και σε Σημεία Διασύνδεσης, επέβαλε στον αρμόδιο Διαχειριστή, εταιρεία ΔΕΣΦΑ Α.Ε. την εκπόνηση Δοκιμής Αγοράς (Market Test). Η υποχρέωση αυτή επιβλήθηκε με σκοπό να διερευνηθεί το ενδιαφέρον από χρήστες για δέσμευση μελλοντικής αδιάλειπτης δυναμικότητας στα σημεία αυτά του ΕΣΦΑ, προκειμένου ο Διαχειριστής να σχεδιάσει κατάλληλα τα απαραίτητα έργα τεχνικής αναβάθμισης του ΕΣΦΑ, τα οποία θα καλύπτουν τις ανάγκες περισσοτέρων του ενός ενδιαφερόμενων μερών, μειώνοντας έτσι το κόστος ανά ενδιαφερόμενο μέρος και αυξάνοντας τις πιθανότητες υλοποίησης των έργων αυτών, με γνώμονα την αποφυγή αδικαιολόγητης επιβάρυνσης των χρεώσεων χρήσης του ΕΣΦΑ από την κατασκευή των έργων.

Επειδή, στις 29 Μαρτίου 2023 ο ΔΕΣΦΑ εκκίνησε το πρώτο στάδιο του Market Test, δημοσιεύοντας στην ιστοσελίδα του Πρόσκληση Εκδήλωσης Ενδιαφέροντος Μη Δεσμευτικών Αιτημάτων για την κατανομή μελλοντικής αδιάλειπτης δυναμικότητας στο ΕΣΦΑ, συμπεριλαμβανομένης της εγκατάστασης ΥΦΑ στη Ρεβυθούσα και τις διασυνδέσεις του ΕΣΦΑ με άλλα συστήματα, με καταληκτική ημερομηνία υποβολής μη δεσμευτικών προσφορών την 1η Ιουνίου 2023 (σχετικό 14).

Επειδή, σύμφωνα με τα στοιχεία της Έκθεσης Εκτίμησης Ζήτησης για την επέκταση του ΕΣΦΑ που δημοσιεύθηκαν στην ιστοσελίδα του Διαχειριστή (σχετικό 15), είκοσι επτά εταιρείες εκδήλωσαν ενδιαφέρον στο πρώτο στάδιο του Market Test, υποβάλλοντας σχετικές μη δεσμευτικές προσφορές. Το ενδιαφέρον αφορά σε δέσμευση μελλοντικής αδιάλειπτης δυναμικότητας σε τέσσερα (4) υπάρχοντα Σημεία Εισόδου του Εθνικού Συστήματος Μεταφοράς Φυσικού Αερίου (Σιδηρόκαστρο, Νέα Μεσημβρία, Κήποι, Αγία Τριάδα) και τέσσερα (4) νέα σημεία σύνδεσης του συστήματος μεταφοράς με τους

7 <https://www.desfa.gr/announcements/nngs-users-information/koinh-anakoinwsh-twn-diaxeiristwn-desfa-kai-icgb-gia-th-diadikasia-epayjhshs-dynamikothtas-2023-sto-shmeiodiasyndeshs-komothnh>

8 <https://www.desfa.gr/announcements/nngs-users-information/koinh-anakoinwsh-twn-diaxeiristwn-desfa-kai-icgb-gia-th-diadikasia-epayjhshs-dynamikothtas-2023-sto-shmeiodiasyndeshs-komothnh>

τερματικούς σταθμούς ΥΦΑ στην Αλεξανδρούπολη (Αμφιτρίτη), Κόρινθο (σημείο σύνδεσης με το FSRU της Διώρυγα Gas), Βόλο (σημείο σύνδεσης με το FSRU ARGO) και Θεσσαλονίκη (σημείο σύνδεσης με το FSRU ELPEDISON). Ενδιαφέρον καταγράφηκε επίσης για δέσμευση μελλοντικής δυναμικότητας σε 30 Σημεία Εξόδου του ΕΣΦΑ, συμπεριλαμβανομένου του Σιδηρόκαστρου (Σημείο Διασύνδεσης των εθνικών συστημάτων φυσικού αερίου της Ελλάδας και της Βουλγαρίας) και της Κομοτηνής (Σημείο Διασύνδεσης του εθνικού συστήματος φυσικού αερίου της Ελλάδας με τον αγωγό IGB), για ροή φυσικού αερίου από Ελλάδα προς Βουλγαρία.

Επειδή, στις 3 Ιουλίου 2023 οι Διαχειριστές των εθνικών συστημάτων μεταφοράς φυσικού αερίου της Ελλάδας, της Βουλγαρίας και του διασυνδεδετήριου αγωγού Ελλάδας-Βουλγαρίας (IGB), ΔΕΣΦΑ Α.Ε., Bulgartransgaz και ICGB, εκκίνησαν τη μη δεσμευτική φάση της διαδικασίας επαύξησης δυναμικότητας σύμφωνα με τα οριζόμενα στον Κανονισμό (ΕΕ) 2017/459 (σχετικό 16) για τα σημεία διασύνδεσης των συστημάτων τους, ήτοι το Σημείο Kulata-Σιδηρόκαστρο και Κομοτηνή. Οι Διαχειριστές έλαβαν μη δεσμευτικές προσφορές και εκπόνησαν από κοινού Έκθεση Εκτίμησης Ζήτησης – ΕΕΖ (Demand Assessment Report - DAR) αξιολογώντας τα σχετικά αιτήματα, δημοσιεύοντας τις σχετικές εκθέσεις στις 23 Οκτωβρίου 2023 (σχετικά 17 και 18). Με βάση τα συνολικά αποτελέσματα των από κοινού εκπονηθεισών ΕΕΖ υπάρχει ικανό ενδιαφέρον ώστε οι Διαχειριστές να προχωρήσουν στη Φάση Σχεδιασμού (Design Phase) για έργα επαύξησης δυναμικότητας με σκοπό την προσφορά αδιάλειπτης δεσμοποιημένης δυναμικότητας στα Σημεία Διασύνδεσης των συστημάτων τους, με κατεύθυνση από Ελλάδα προς Βουλγαρία.

Επειδή, σύμφωνα με τις κοινές εκθέσεις αξιολόγησης της ζήτησης με την ICGB και την BULGARTRNSGAZ, ο ΔΕΣΦΑ δημοσίευσε επίσης προς δημόσια διαβούλευση τις Προτάσεις Έργου (Project Proposals) με τους σχετικούς Διαχειριστές Συστημάτων Μεταφοράς, προσφέροντας δεσμευμένη δυναμικότητα, στην κατεύθυνση από το ΕΣΦΑ προς τα συστήματα της IGB και της BULGARTRNSGAZ, και υπέβαλε στην Αρχή τα τελικά κείμενα των Προτάσεων Έργου προς έγκριση.

Επειδή, στις ημερίδες που διοργανώθηκαν από τον ΔΕΣΦΑ στις 12 Δεκεμβρίου 2023 και τις 2 Απριλίου 2024 (σχετικά 19 και 20) παρουσιάστηκε η πρόταση του Διαχειριστή να ταυτοχρονιστούν και να συνδυαστούν οι δεσμευτικές φάσεις των ως άνω δύο διαδικασιών, ώστε ο Διαχειριστής να εκτιμήσει συνολικά τα αιτήματα της δεσμευτικής φάσης της δοκιμής αγοράς σε όλα τα Σημεία Εισόδου και Εξόδου του Συστήματος, συμπεριλαμβανομένων και των Σημείων Διασύνδεσης, και να προσδιορίσει το κατάλληλο επίπεδο επέκτασης, δηλαδή αν και ποιο επίπεδο προσφοράς επαύξησης δυναμικότητας θα υλοποιήσει.

Επειδή, στις 15 Μαρτίου 2024 μέχρι τις 15 Απριλίου 2024 ο ΔΕΣΦΑ έθεσε σε δημόσια διαβούλευση σχέδιο του κειμένου των Κατευθυντήριων Γραμμών (Guidelines) για τη διεξαγωγή της δεσμευτικής φάσης της Δοκιμής Αγοράς (Market Test) 2023 και της Διαδικασίας Επαύξησης Δυνα-

μικότητας 2023 όσον αφορά την επέκταση του ΕΣΦΑ⁹.

Επειδή, με την υπ' αρ. Ε-93/2024 απόφαση ο Κλάδος Ενέργειας της ΡΑΑΕΥ ενέκρινε τις Κατευθυντήριες Γραμμές για τη διεξαγωγή της δεσμευτικής φάσης της Δοκιμής Αγοράς (Market Test) για την επέκταση του Εθνικού Συστήματος Φυσικού Αερίου της Ελλάδας (σχετικό 22, εφεξής «Κατευθυντήριες Γραμμές»), και με τις υπ' αρ. Ε-94/2024 και Ε-95/2024 αποφάσεις, τις προτάσεις έργου Επαύξησης Δυναμικότητας στα Σημεία Διασύνδεσης του ΕΣΦΑ με το Εθνικό Σύστημα Μεταφοράς Φυσικού Αερίου της Βουλγαρίας (Kulata/Σιδηρόκαστρο) και με τον αγωγό IGB (Κομοτηνή) (σχετικά 23 και 24) (εφεξής «Προτάσεις Έργου»).

Στις Κατευθυντήριες Γραμμές για τη διενέργεια της δεσμευτικής φάσης και τις Προτάσεις Έργου περιγράφεται αναλυτικά το χρονοδιάγραμμα διενέργειας της διαδικασίας και περιλαμβάνονται επίσης εκτιμήσεις για τον χρόνο που απαιτείται για την υλοποίηση της επαυξημένης δυναμικότητας. Σύμφωνα με το χρονοδιάγραμμα, όπως αποτυπώνεται στον πίνακα που ακολουθεί, ο ΔΕΣΦΑ εκκίνησε στις 2 Μαΐου 2024 (σχετικά 27, 28, 29) την δεσμευτική φάση, η οποία περιλαμβάνει τέσσερα στάδια: α) Τη Φάση Πληροφόρησης, β) Την Δεσμευτική Φάση Υποβολής Προσφορών, γ) την Κατανομή Δυναμικότητας, και δ) την Υλοποίηση των συμβάσεων μεταφοράς φυσικού αερίου (GTAs)/συμβάσεων δέσμευσης επαυξημένης δυναμικότητας (CBAs).

Ορόσημα	Ημερομηνίες
Έναρξη Δεσμευτικής Φάσης / Πρόσκληση εκδήλωσης ενδιαφέροντος	2 Μαΐου 2024
1. Φάση Πληροφόρησης (Information Phase)	2 Μαΐου 2024 - 1 Ιουλίου 2024
Δημοσιοποίηση απαιτούμενων εγγράφων συμμετοχής από τον ΔΕΣΦΑ	2 Μαΐου 2024
Περίοδος Εγγραφής	2 Μαΐου - 24 Ιουνίου 2024
Αξιολόγηση προϋποθέσεων συμμετοχής των ενδιαφερομένων μερών	25 Ιουνίου – 01 Ιουλίου 2024
2. Δεσμευτική Φάση υποβολής προσφορών	2 Ιουλίου – 30 Σεπτεμβρίου 2024
Χρονική περίοδος Υποβολής Προσφορών	2 Ιουλίου - 12 Ιουλίου 2024
Περίοδος Αξιολόγησης Προσφορών	12 Ιουλίου – 31 Ιουλίου 2024
Προκαταρκτική Κατανομή Δυναμικότητας	1 Αυγούστου - 30 Αυγούστου 2024
Ανακοίνωση Αποτελεσμάτων Οικονομικής Δοκιμής (EVT)	31 Αυγούστου 2024
3. Κατανομή Δυναμικότητας	31 Αυγούστου 2024
4. Υλοποίηση Συμβάσεων Μεταφοράς Φυσικού Αερίου/Συμβάσεων Δέσμευσης Επαυξημένης Δυναμικότητας (GTAs/CBAs)	30 Σεπτεμβρίου 2024

⁹ <https://www.desfa.gr/announcements/public-consultations>

II. Επί της εισήγησης του ΔΕΣΦΑ για τη Σύμβαση Επαυξημένης Δυναμικότητας

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, η Πρότυπη Σύμβαση Μεταφοράς που έχει εγκριθεί από την Αρχή σύμφωνα με τα οριζόμενα στις διατάξεις της περ. α' της παρ. 2 του άρθρου 68 του ν. 4001/2011 (σχετικό 11) αφορά στη δέσμευση υπάρχουσας δυναμικότητας από Χρήστη Μεταφοράς. Δεν καλύπτει επομένως την περίπτωση δέσμευσης επαυξημένης δυναμικότητας στο Σύστημα Μεταφοράς, μετά τη διενέργεια Δοκιμής Αγοράς για την επέκταση του ΕΣΦΑ, κατά τα οριζόμενα στις Κατευθυντήριες Γραμμές και τις Προτάσεις Έργου και αντίστοιχα τα δικαιώματα και τις υποχρεώσεις του Διαχειριστή και των Χρηστών κατά το χρονικό διάστημα έως την έναρξη εμπορικής λειτουργίας της επαυξημένης δυναμικότητας.

Επειδή, με το σχετικό 26 έγγραφό του, ο ΔΕΣΦΑ κατέθεσε στην ΡΑΑΕΥ προς έγκριση σχέδιο της Σύμβασης Επαυξημένης Δυναμικότητας που σχετίζεται με τη δεσμευτική φάση της Δοκιμής Αγοράς για την επέκταση του ΕΣΦΑ, καθώς η εν λόγω σύμβαση πρόκειται να συναφθεί μεταξύ του Διαχειριστή, ΔΕΣΦΑ Α.Ε., και των Χρηστών Μεταφοράς στους οποίους θα κατανεμηθεί Επαυξημένη Μεταφορική Ικανότητα σε ένα ή περισσότερα από τα ακόλουθα σημεία: i) Σημείο Διασύνδεσης Kulata/Σιδηρόκαστρο (Έξοδος ΔΕΣΦΑ), ii) Σημείο Διασύνδεσης Κομοτηνή (Έξοδος ΔΕΣΦΑ), iii) Σημείο Διασύνδεσης Νέα Μεσημβρία (Έξοδος ΔΕΣΦΑ), iv) Σημείο Διασύνδεσης Νέα Μεσημβρία (Είσοδος ΔΕΣΦΑ), v) Αμφιτρίτη – νέο σημείο εισόδου (Είσοδος ΔΕΣΦΑ), vi) Σημείο Διασύνδεσης Κήποι (Είσοδος ΔΕΣΦΑ), vii) νέο Σημείο Εισόδου ELPEDISON FSRU (είσοδος ΔΕΣΦΑ), viii) νέο Σημείο Εισόδου ARGO FSRU (είσοδος ΔΕΣΦΑ), και ix) νέο Σημείο Εισόδου DIORYGA GAS FSRU (είσοδος ΔΕΣΦΑ), σύμφωνα με τα οριζόμενα στην ενότητα 1.2 των Κατευθυντήριων Γραμμών.

Επειδή, το υποβληθέν προς έγκριση σχέδιο της Σύμβασης περιλαμβάνει ιδίως τα ακόλουθα: α) το αντικείμενο και τις υποχρεώσεις των αντισυμβαλλόμενων μερών, β) το χρόνο διάρκειας της σύμβασης και τις περιπτώσεις λήξης αυτής, γ) τις λεπτομέρειες αναφορικά με την υποχρέωση προσκόμισης εγγυητικής επιστολής από τον αντισυμβαλλόμενο Χρήστη στο Διαχειριστή καθώς και τη διαδικασία επιστροφής αυτής, δ) διατάξεις ανα-

φορικά με θέματα ευθύνης των αντισυμβαλλόμενων μερών, ε) προβλέψεις αναφορικά με θέματα διαδοχής και εκχώρησης των δικαιωμάτων και υποχρεώσεων που απορρέουν από την εν θέματι σύμβαση σε τρίτα μέρη, στ) προβλέψεις αναφορικά με γεγονότα ανωτέρας βίας, ρήτρες εμπιστευτικότητας, πολιτική κατά της διαφθοράς και κώδικα δεοντολογίας, εκπροσώπηση, εφαρμοστέο δίκαιο και επίλυση διαφορών. Το σχέδιο της Σύμβασης περιλαμβάνει και δύο Παραρτήματα: Παράρτημα Ι - Έντυπο όπου αναγράφεται η κατανομή της Χρήστης Επαυξημένης Μεταφορικής Ικανότητας στο Σημείο Εισόδου/Εξόδου του ΕΣΦΑ με βάση τις Κατευθυντήριες Γραμμές και τις εγκεκριμένες Προτάσεις Έργου για επαύξηση δυναμικότητας. Παράρτημα ΙΙ - Υπόδειγμα της εγγυητικής επιστολής που οφείλει να προσκομίσει ο Χρήστης με την υπογραφή της Σύμβασης.

Επειδή, οι διατάξεις που περιλαμβάνονται στο υποβληθέν σχέδιο σύμβασης είναι σύμφωνες με τα προβλεπόμενα στις Κατευθυντήριες Γραμμές για τη διεξαγωγή της δεσμευτικής φάσης της Δοκιμής Αγοράς (Market Test) για την επαύξηση δυναμικότητας του ΕΣΦΑ και τις

Προτάσεις Έργου. Προβλέπεται δε σαφώς στο άρθρο 2.3 του υποβληθέντος σχεδίου, ότι δεκαπέντε (15) ημέρες πριν την έναρξη εμπορικής λειτουργίας της επαυξημένης δυναμικότητας, ο Διαχειριστής του ΕΣΦΑ θα εκδώσει την αντίστοιχη εγκεκριμένη Αίτηση Αδιάλειπτων Υπηρεσιών σύμφωνα με τις διατάξεις του Κώδικα Διαχείρισης ΕΣΦΑ, ιδίως του άρθρου 8 αυτού.

Για τους παραπάνω λόγους, αποφασίζει:

1. Την έγκριση της Σύμβασης Επαυξημένης Δυναμικότητας «Form of Gas Transportation Agreement relating to the Binding Phase of the Market Test Process Process for the expansion of the Greek National Natural Gas System No [] between DESFA SA ..», που θα συνάψει ο ΔΕΣΦΑ με τους επιτυχόντες στο δεσμευτικό στάδιο προσφορών της Δοκιμής Αγοράς για την επέκταση του Εθνικού Συστήματος Φυσικού Αερίου, η οποία προσαρτάται στην παρούσα απόφαση και αποτελεί αναπόσπαστο τμήμα αυτής.

2. Την κοινοποίηση της παρούσας απόφασης στον Διαχειριστή του Εθνικού Συστήματος Φυσικού Αερίου, ΔΕΣΦΑ Α.Ε.

**Form of
Gas Transportation Agreement
relating to
the Binding Phase of the Market Test Process for the
expansion of the Greek National Natural Gas System
No [•]**

**between
DESFA SA**

- and -

[COMPANY: name of the Participant]

[•] 20....

THIS GAS TRANSPORTATION AGREEMENT (“Agreement”) is made on the.....by and between:

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

The above parties may also be referred as “**Party**” and collectively as “**Parties**”.

WHEREAS

A. DESFA intends to implement the appropriate infrastructure developments of the DESFA System in order to offer incremental capacity at the *[choose among (i) to (ix) as appropriate and delete the remaining cases: (i) Kulata/Sidirokastro IP (Exit DESFA), (ii) Komotini IP (Exit DESFA), (iii) Nea Messimvria IP (Exit DESFA), (iv) Nea Messimvria IP (Entry DESFA), (v) Amfitriti entry point (Entry DESFA), (vi) Kipi IP (Entry DESFA), (vii) New entry point ELPEDISON FSRU (Entry DESFA) , (viii) New entry point – ARGO FSRU (Entry DESFA) and (ix) New entry point – DIORYGA GAS FSRU (Entry DESFA)]* according to the Guidelines Section 1.2, Description of the Incremental Capacity Project, *[choose among (i) to (iii) as appropriate and delete the remaining cases: (i) “Limited Expansion Project”, (ii) “Partial Expansion Project” or (iii) “Full Expansion Project”]* (“**DESFA Part of the Project**”).

B. *[choose among (i) to (iii) as appropriate and delete the remaining cases:*

- (i) *BULGARTRANGAZ intends to implement the appropriate infrastructure developments of BULGARTRANGAZ System in order to offer incremental capacity, inter alia, at the Kulata/Sidirokastro IP (“**BULGARTRANGAZ Part of the Project**”), according to the Guidelines and the Project Proposal of DESFA and BULGARTRANGAZ*
- (ii) *ICGB intends to implement the appropriate infrastructure developments of ICGB System in order to offer incremental capacity, inter alia, at the Komotini IP (“**ICGB Part of the Project**”), according to the Guidelines and the Project Proposal of DESFA and ICGB*
- (iii) *BULGARTRANGAZ intends to implement the appropriate infrastructure developments of BULGARTRANGAZ System in order to offer incremental capacity, inter alia, at the Kulata/Sidirokastro IP (“**BULGARTRANGAZ Part of the Project**”), according to the Guidelines and the Project Proposal of DESFA and BULGARTRANGAZ and ICGB intends to implement the appropriate infrastructure*

*developments of ICGB System in order to offer incremental capacity, inter alia, at the Komotini IP (“**ICGB Part of the Project**”), according to the Guidelines and the Project Proposal of DESFA and ICGB].¹*

C. The Company is a Transmission User and has concluded with DESFA the NNGS Standard Transmission Agreement [•].

D. The Company has successfully participated in the Binding Phase of the Market Test Process and has been Allocated Capacity at DESFA’s Side of *[choose among (i) to (ix) as appropriate and delete the remaining cases: (i) Kulata/Sidirokastro IP (Exit DESFA), (ii) Komotini IP (Exit DESFA), (iii) Nea Messimvria IP (Exit DESFA), (iv) Nea Messimvria IP (Entry DESFA), (v) Amfitriti entry point (Entry DESFA), (vi) Kipi IP (Entry DESFA), (vii) New entry point ELPEDISON FSRU (Entry DESFA) , (viii) New entry point – ARGO FSRU (Entry DESFA) and (ix) New entry point – DIORYGA GAS FSRU (Entry DESFA)]* pursuant to the Transportation Confirmation number [•].

E. DESFA intends to provide the Allocated Capacity to the Company, 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.

IT IS HEREBY AGREED as follows:

Article 1 Definitions and Interpretation

For the purposes of this Agreement, the definitions provided for in Law 4001/2011, the NNGS Network Code, the Tariff Regulation, the NNGS Standard Transmission Agreement, the Guidelines and the Project Proposals shall apply. In addition, the following capitalized terms and expressions, when used in this Agreement shall have the following meaning:

1.1. Definitions

Allocated Capacity shall mean the capacity allocated to the Company after the positive outcome of the Binding Bidding Phase and of the Economic Viability Test notified to the Company by means of a Transportation Confirmation.

Amfitriti entry point shall mean the entry point to DESFA System in “Amfitriti”, located in the area of Alexandroupolis, through which natural gas will be injected from the independent natural gas system of Alexandroupolis to the NNGTS.

BULGARTRANGAZ System shall mean the Bulgarian gas Transmission System, operated by

¹ In case there is no Allocated Capacity at Kulata/Sidirokastro IP and Komotini IP, paragraph B of the preamble shall be deleted and the following paragraphs of the preamble shall be numbered accordingly.

BULGARTRANGAZ EAD.

Business Day shall mean any day that is not a Saturday, Sunday or public holiday in the Hellenic Republic.

CAM NC shall mean Regulation (EU) no 2017/459.

Capacity shall mean transmission capacity as defined in Regulation (EC) 715/2009.

Competent Authority shall mean any national, supranational, regional or local government or governmental or administrative, fiscal, judicial or government-owned body, department, commission, authority, tribunal, court of law, agency, inspectorate, ministry, official or public or statutory person having or asserting jurisdiction over any of the Parties or either of their assets/property or their operation.

Confidential Information shall have the meaning assigned to it in Article 8.

Consequential Loss shall mean any consequential, incidental or indirect damages, including loss of opportunity, damage to reputation, loss of profits or economic loss however caused whether under this Agreement or in tort (including negligence).

Commercial Operation Date (“or COD”) shall mean the Gas Day that DESFA Notifies to the Company (as at the date of that Notice) as being the date on which it is ready to commence commercial operation of the DESFA Part of the Project and which thereafter will be published on DESFA's website.

Coupled Capacity refers to the provision of natural gas transmission services in coupled points according to the provisions of chapter 2D of NNGS Network Code as in force from time to time.

DESFA System (or “NNGTS”) shall mean the National Natural Gas Transmission System of Greece, operated by DESFA.

Effective Date shall mean the date that this Agreement has been executed by both Parties.

Economic Viability Test (or “EVT”) shall have the meaning assigned to it in Annex I of the Guidelines.

Entry Points shall mean the Amfiritri entry point of the NNGTS and the prospective entry points pertaining to the FSRUs of the Project Promoters.

Final Investment Decision (or “FID”) shall mean the decision of DESFA approving the implementation of the DESFA Part of the Project.

Force Majeure shall have the meaning assigned to it in Article 7.

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.

Gas Transportation Agreements (or “GTA”) shall mean the agreements executed between

the Participants and the TSO's, as the case may be, for the capacity allocated to them after the positive outcome of the Binding Bidding Phase and of the Economic Viability Test.

GTA Assignee shall mean a Transmission User registered in the National Natural Gas System Users Registry of the RAEWW and having signed a NNGS Standard Transmission Agreement with DESFA, to whom the Company is entitled to assign this Agreement pursuant to Article 6.

GTA Execution Deadline shall mean the date of 30.09.2024.

GTA Guarantee shall mean the Letter of Guarantee presented to DESFA by the Company and attached herein in Appendix II.

Guidelines shall mean the incremental capacity project proposal for the expansion of the NNGS, set in public consultation and approved by RAEWW by its Decision No. E-93/2024.

ICGB System (or IGB) shall mean the Interconnector Greece-Bulgaria operated by ICGB AD.

Incremental Capacity Project shall mean the DESFA Part of the Project [choose among (i) to (iii) as appropriate and delete the remaining cases: (i) and BULGARTRANGAZ Part of the Project"), (ii) and ICGB Part of the Project or (iii), BULGARTRANGAZ Part of the Project and ICGB Part of the Project]².

Interconnection Points (or IPs) shall mean the interconnection points Komotini IP, Kulata/Sidirokastro IP, Kipoi IP or Nea Messimvria IP.

Kipoi IP shall mean the interconnection point connecting DESFA System and the natural gas transmission system of Turkey.

Komotini IP shall mean the interconnection point connecting DESFA System and ICGB System.

Kulata/Sidirokastro IP shall mean the interconnection point connecting DESFA System and BULGARTRANGAZ System.

Law shall mean all federal, national or state legislation, statutes, ordinances and other laws, and regulations, by-laws, decisions and administrative acts of legally constituted Competent Authority or standards lawfully imposed by any such Competent Authority.

Linked Bid shall mean a bid where the Participant has indicated that its binding request at one of DESFA's Entry Points or IPs (entry DESFA) is subject to allocation of an equal amount of capacity and duration at an IP (exit DESFA).

Long Stop Date shall mean the date of 31.05.2025 pursuant to Article 3.3.

Market Test Process shall mean the procedure launched for the allocation of incremental capacity according to the Guidelines and the Binding Phase Notice as well as the Project Proposals and the Joint Notices.

² In case there is no Allocated Capacity at Kulata/Sidirokastro IP and Komotini IP, none of the three cases shall be selected and the square brackets along with the content shall be deleted.

Nea Messimvria IP shall mean the interconnection point connecting DESFA System and TAP System.

NNGS Standard Transmission Agreement shall mean the standard framework agreement between DESFA and a Transmission User (Government Gazette B 4802/30.10.2020) according to article 6A of NNGS Network Code as in force from time to time.

NNGS Network Code shall mean the Network Code of the Greek National Natural Gas System (Government Gazette B 5773/04.10.2023) as in force from time to time.

Notice shall have the meaning assigned to it in Article 12.3.

Project Proposal(s) shall mean the incremental capacity project proposal(s), which describe(s) the technical project and the process that will be followed in order the TSOs Concerned to offer firm incremental capacity at the *[choose among (i) to (iii) as appropriate and delete the remaining cases: (i) Kulata/Sidirokastro IP and was approved by RAEWW by its Decision No. E-94/2024, or (ii) Komotini IP and was approved by RAEWW by its Decision No. E-95/2024 or (iii) Kulata/Sidirokastro IP and Komotini IP and were approved by RAEWW by its Decision No. E-94/2024 and Decision No. E-95/2024 respectively]*.

RAEWW shall mean the Hellenic Regulatory Authority for Waste, Energy and Water.

Step-out Deadline shall mean the date of 28.02.2024.

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 (Government Gazette A 179/22.08.2011) and in force from time to time.

Ten Year Development Plan (or "TYDP") shall have the meaning assigned to it in article 1 of the NNGS Network Code.

Termination Date shall mean the date on which this Agreement expires or terminates as per Article 3.

TFA Guarantee shall mean the guarantee required for the Approved Firm Service Application(s) of Article 2.3 according to the relevant provisions of the NNGS Standard Transmission Agreement and notably article 21H of Chapter 3A of the NNGS Network Code, whereas the Year of the auction is deemed as the Year which includes the start of the Gas Year within which the COD lies.

Transmission User shall have the meaning assigned to it in article 1 of the NNGS Network Code.

Transportation Confirmation shall mean the formal notification of DESFA to the Company of its Allocated Capacity according to the Economic Viability Test results after the closing of the Bid Submission Window attached in Appendix I.

TSO shall mean Transmission System operator, being BULGARTRANGAZ, DESFA and ICGB (as relevant).

TSOs Concerned shall mean DESFA and ICGB for the Komotini IP, DESFA and BULGARTRANGAZ for the Kulata/Sidirokastro IP, and DESFA only for the other IPs and Entry Points of DESFA System.

1.2. Interpretation and references

1.2.1 In this Agreement, except where the context requires otherwise:

- (a) words indicating one gender include all genders;
- (b) words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) the terms “including” and “in particular” in this Agreement shall be read and understood as “including, but not limited to”;
- (d) provisions including the word “agree”, “agreed” or “agreement” or “approved” or “approval” or “consent” or “consented” require the agreement or approval to be recorded in writing; and
- (e) “written”, “written form” or “in writing” means hand-written, type-written, printed or electronically made including emails and facsimiles, unless specifically provided otherwise in this Agreement.
- (f) The marginal words and other headlines shall not be taken into consideration in the interpretation of this Agreement.
- (g) References in this Agreement to Articles and Appendices are to Articles and Appendices of this Agreement.
- (h) References to Natural Gas by quantity, mean a reference to the amount of Natural Gas in energy in kWh.

1.2.2 The Appendices constitute an integral part of this Agreement.

1.2.3 The Agreement is made up of the body of this Agreement and its Appendices. In the event of any conflict or inconsistency between anything in the body of this Agreement and the Appendices, the body of this Agreement prevails to the extent of the inconsistency.

Article 2 Scope of the Agreement and Obligations of the Parties

2.1. Following the positive outcome of the Binding Bidding Phase and of the EVT for the incremental capacity offered at DESFA’s side of the IPs and Entry Points according to the Guidelines and the Project Proposals, the Parties with this Agreement undertake:

(a) DESFA to make available the Allocated Capacity at [choose among (i) to (ix) as appropriate and delete the remaining cases: (i) Kulata/Sidirokastro IP (Exit DESFA), (ii) Komotini IP (Exit DESFA), (iii) Nea Messimvria IP (Exit DESFA), (iv) Nea Messimvria IP (Entry DESFA), (v) Amfitriti entry point (Entry DESFA), (vi) Kipi IP (Entry DESFA), (vii) New entry point ELPEDISON FSRU (Entry DESFA), (viii) New entry point – ARGO FSRU (Entry DESFA) and (ix) New entry point – DIORYGA GAS FSRU (Entry DESFA)] starting from the COD as per Article 2.2, subject to Articles 3.2, 3.3, 5.5 and 5.6.

(b) The Company to provide DESFA with the GTA Guarantee for the proper performance of all its obligations under this Agreement and maintain it throughout the term of this Agreement pursuant to Article 3.1.

(c) The Company to book the Allocated Capacity under the NNGS Standard Transmission Agreement pursuant to the terms of this Agreement and applicable Law.

2.2. The COD is hereby set to be the [choose among (i) to (iii) as appropriate and delete the remaining cases: (i) 01.01.2029 [in case of Allocated Capacity for “Limited Expansion Offer Level”], (ii) 01.06.2029³ [in case of Allocated Capacity for “Partial Expansion Offer Level”] or (iii) 01.01.2030 [in case of Allocated Capacity for “Full Expansion Offer Level”]]⁴ in accordance with the Guidelines and the Binding Phase Notice.

2.2.1. The Company shall be deemed to have accepted that in case any of the authorizations, permissions, easements, procurement contracts and any other relevant land rights necessary for the construction phase of the Incremental Capacity Project are not obtained/ signed or delayed then the timeline for the implementation of the Incremental Capacity Project by all TSOs involved shall be considered correspondingly extended and DESFA shall be entitled to also extend the COD and shall have no liability whatsoever to the Company in connection with such delays.

2.2.2. In the event of a delay pursuant to Article 2.2.1. 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 permitted extended COD.

2.2.3. In the event of a delay or misalignment in the commercial operation date for the TSOs Concerned, DESFA has the right (but not the obligation) to agree with the Company and implement ways of mitigating the consequences of such delay or misalignment, including by amending the COD and by adjusting any bundled capacity allocation, in connection with which DESFA shall have no liability whatsoever to the Company. Any such mitigation is expected to be finally neutral to DESFA.

³ Especially for the Kulata/Sidirokastro IP and in case of Allocated Capacity for “Partial Expansion Offer Level” the COD for the Kulata/Sidirokastro IP is set to be the 01.10.2029.

⁴ Especially for the Komotini IP and in case of Allocated Capacity for Coupled Capacity as of 01.01.2027 and until the starting date of the respective Offer Level, the COD for said Allocated Capacity is hereby set to be the 01.01.2027 [in case Allocated Capacity starts on Gas Year 2026/27], 01.10.2027 [in case Allocated Capacity starts on Gas Year 2027/28] or 01.10.2028 [in case Allocated Capacity starts on Gas Year 2028/29].

2.3. As of the fifteenth (15th) day before the COD, DESFA shall unilaterally issue the respective Approved Firm Service Application(s) in accordance with the NNGS Network code and especially its article 8, on the basis of the Allocated Capacity included in the Transportation Confirmation as per Appendix I. The Company acknowledges and hereby agrees that such Approved Firm Service Application(s) shall be deemed as Approved Firm Service Application(s) under the NNGS Standard Transmission Agreement and shall have all legal effects thereof under the NNGS Network Code, Tariff Regulation and applicable Law.

2.4. As of the date of announcement of the Final Investment Decision by DESFA the Company shall be liable to DESFA for all applicable transmission charges for the Allocated Capacity with start date from the COD and for full duration for which such Capacity has been allocated to the Company pursuant to the provisions of the Tariff Regulation as well as the mandatory premium, if applicable according to Section 5.7 of the Guidelines. Any amount paid by the Company in the context of the NNGS Standard Transmission Agreement in regard of the Allocated Capacity shall be considered as payment against the amount owed by the Company under this Agreement. Any outstanding amount under this Agreement (i.e. not paid in the context of the NNGS Standard Transmission Agreement after its termination for any reason) shall continue to be owed to DESFA by the Company and shall be paid upon simple demand by DESFA. DESFA shall also be entitled to make a claim under the GTA Guarantee.

2.5. The Parties shall be bound by the provisions of the Guidelines, the Project Proposals and the Binding Phase Notice throughout the duration of this Agreement and the NNGS Standard Transmission Agreement. In the event of any discrepancy between this Agreement and the Guidelines, this Agreement and the Project proposals or this Agreement and the Binding Phase Notice, this Agreement prevails.

Article 3 Term and termination

3.1. This Agreement starts on the Effective Date and shall remain in force until terminated pursuant to Articles 3.2, 3.3 and 3.5, subject to Article 3.6 below.

3.2. This Agreement shall be terminated at the earlier to occur of:

(a) written Notice by DESFA at the last day of the sixth month succeeding the end of the first Gas Year for which Capacity has been allocated to the Company according to the Transportation Confirmation attached in Appendix I, subject to Article 3.6;

(b) written Notice by DESFA in case any of the Participants that have been Allocated Capacity for the DESFA Part of the Project, upon successful participation in the Binding Bidding Phase of the Market Test Process,

(i) have not executed their respective GTAs with either DESFA or the TSOs Concerned by the GTA Execution Deadline, as the former notified by the latter by said date in regard to the execution of the GTAs relevant to the TSOs Concerned or

(ii) have executed their respective GTAs with DESFA by the GTA Execution Deadline but have declared the termination of the GTA by exercising the step-out option by the Step-out Deadline pursuant to Section 5.7 of the Guidelines.

For the avoidance of doubt, DESFA may not issue such a Notice in case the non-execution of one or more of the GTAs or the exercise of said step-out option for one or more of the GTAs does not alter the result of the EVT to negative and upon consultation with RAEWW.

(c) written Notice by a Party in case the other Party enters into insolvency, bankruptcy, reorganization or similar proceedings under applicable Law, and is unable to pay its debts within the meaning of the applicable insolvency legislation or ceases to pay its debts as they fall due.

(d) written Notice by the Company declaring the termination of the GTA by exercising the step-out option pursuant to Section 5.7 of the Guidelines.

3.3. This Agreement shall become fully effective upon the fulfillment, to the satisfaction of DESFA, of all the Conditions Precedent described in the Guidelines and the Project Proposals. For the avoidance of doubt, DESFA is entitled not to proceed with the DESFA Part of the Project, by the Long Stop Date, due to the fact that any of the conditions precedent provided for in the Guidelines and the Project Proposals and specified herein have not been met or waived by DESFA. Without prejudice to Article 3.2 above, this Agreement shall terminate ipso jure in case any of the following conditions precedent has not been met to the satisfaction of DESFA:

(i) The Project Promoters have not proceeded with a final investment decision and have not signed a Connection Agreement with DESFA for the construction of the project connecting the respective independent natural gas system to the NNGTS with DESFA, where applicable, by the Step-out Deadline; or

(ii) The relevant GTAs between the Company and the TSOs Concerned do not become fully effective by the Long Stop Date, according to the provisions of the Guidelines and the Project Proposals; or

(iii) The TSOs Concerned, in case capacity has been allocated to Participants at the relevant IPs, have decided not to proceed with the Incremental Capacity Project, and have notified DESFA by the Long Stop Date, due to the fact that their specific Conditions Precedent as described in the Project Proposals have not been met or waived; or

(iv) DESFA's updated estimations, by the Long Stop Date, for the cost of the DESFA Part of the Project, based on the detailed design following the capacity allocated to the Company after the positive outcome of the Binding Bidding Phase and of the EVT, alters the result of the EVT to negative; or

(v) DESFA Part of the Project has not been unconditionally included in DESFA's approved Ten Year Development Plan; or

(vi) DESFA has not proceeded with a Final Investment Decision by the Long Stop Date.

3.4. In case of early termination of this Agreement as per Articles 3.2 and 3.3 above, DESFA shall be entitled to recover the actual costs it incurred for the Market Test Process up to the Termination Date calculated in accordance with the relevant provision of the Guidelines and the Project Proposals. The Company shall pay the charges invoiced by DESFA for such costs within twenty (20) days from DESFA's Notice. DESFA shall be entitled to make a claim under the GTA Guarantee if said invoices are not duly and timely paid by the Company.

3.5. 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 nondefaulting Party is entitled to seek remedy by notifying a written Notice to the defaulting Party. If the notified Party fails to remedy such breach within the deadline set in the Notice, the non-defaulting Party may terminate this Agreement and claim indemnity for damages, compensation of costs or otherwise pursuant to Article 5 and shall also be entitled to request forfeiture of the GTA Guarantee.

3.6. Upon termination of this Agreement the Parties shall have no further obligations on the Termination Date, but termination shall not affect:

(a) the provisions of the Agreement as they relate to the payment of any sum due by one Party to the other Party in relation to this Agreement; and

(b) the rights and obligations of the Parties pursuant to Articles 2.4. (Scope of the Agreement and Obligations of the Parties), 8 (Confidentiality), 11 (Governing Law and Dispute Resolution) and 12.3 (Notices) that shall continue in full force and effect; and

(c) 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.

Article 4 Guarantee

4.1. The Company presented to DESFA a GTA Guarantee, on first demand, issued by (i) 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, or (ii) 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, or (iii) any internationally reputable bank with a minimum investment grade credit rating (as described above), or (iv) any subsidiary of an internationally reputable bank with a minimum investment grade credit rating (as described above), or (v) any subsidiary of an internationally reputable bank without a minimum investment grade credit rating (or without any rating at all), provided that the GTA 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, for an amount of [•] € ([•] Euros) and for the duration provided for in Article 3.2.(a), i.e. until [DD/MM/YYYY], the GTA Guarantee itself attached in Appendix II. The GTA Guarantee has the form provided for in Appendix II of the Form of Gas Transportation Agreement of the Binding Phase Notice, or preferably in the form of a swift message incorporating the content of Appendix II, and its amount has been calculated in accordance with the relevant provisions of the Guidelines.

4.2. Thirty (30) days before the COD, the Company shall present to DESFA the TFA Guarantee for the Approved Firm Service Application(s) pursuant to Article 2.3.

4.3. The Company is entitled to request the reduction of its GTA Guarantee up to an amount of the TFA Guarantee, subject to Article 4.2.

4.4. The Company undertakes to keep at all times the GTA Guarantee in full force and effect up to the Termination Date and for the amount provided for in Article 4.1, subject to Article 4.3. In case of partial forfeiture of the GTA Guarantee for any reason, the Company undertakes to take all necessary actions, within five (5) working days, in order to ensure that the GTA Guarantee held by DESFA will fully cover the amount provided for in Article 4.1 above.

4.5. The GTA Guarantee shall be returned to the Company upon:

(a) The last day of the sixth month succeeding the end of the first Gas Year of the Allocated Capacity, subject to the duly and timely payment by the Company of the applicable charges as invoiced by DESFA for that Gas Year according to the NNGS Standard Transmission Agreement, the NNGS Network Code and the Tariff Regulation, or

(b) the sixty (60) day after the date of receipt of the written Notice pursuant to Article 3.2.(b).i, or

(c) the sixty (60) day after the settlement of DESFA's actual cost as per Article 3.4 or

(d) the sixty (60) day after the Long Stop Date pursuant to Article 3.3,

unless DESFA has raised claims under the GTA Guarantee prior to such date for the reasons provided for in Articles 2.1.(c) and 2.4 as well as in Articles 3.4 and 3.5, in which case the GTA Guarantee shall remain in force until DESFA's claim has been fully and unconditionally satisfied or settled, in accordance to Article 5. In case the GTA Guarantee expires before DESFA is fully satisfied, DESFA shall be entitled to request its forfeiture for any amount due.

Article 5 Liability

5.1. The Company shall indemnify and hold DESFA harmless as of the Effective Date up to the Termination Date for any direct loss, claim, cost, charge, expense, liability and/or damage resulting from or arising out of or in connection with this Agreement or the performance or non-performance or the material breach of its obligations under this Agreement.

5.2. (a) DESFA shall indemnify and hold the Company harmless as of the Final

Investment Decision up to the Termination Date for any direct loss, claim, cost, charge, expense, liability and/or damage resulting from or arising out of or in connection with this Agreement or the performance or non-performance or the material breach of its obligations under this Agreement.

(b) DESFA shall not be liable to the Company as of the Effective Date up and until the Long Stop Date for any direct loss, claim, cost, charge, expense, liability and/or damage resulting from or arising out of or in connection with this Agreement or the performance or non-performance of its obligations under this Agreement or otherwise in connection with the Incremental Capacity Project with the exception of cases of willful misconduct or gross negligence.

5.3. In no event shall either Party be liable to the other Party as of the Effective Date up to the Termination Date for any Consequential Loss resulting from or arising out of or in connection with this Agreement or the performance or non-performance or any breach of its obligations under this Agreement or otherwise in connection with the Incremental Capacity Project.

5.4. As of the date on which DESFA will take the Final Investment Decision for the DESFA Part of the Project up and until COD or its permitted extension pursuant to Article 2.2.1, DESFA's aggregate liability to the Company for any matters arising under or in connection with this Agreement or otherwise in connection with the Incremental Capacity Project, with the exception of cases of willful misconduct or gross negligence, shall not exceed in the aggregate of one million (1.000.000€) euros.

5.5. The Company hereby expressly acknowledge that if the Company terminates this Agreement after the Step-out Deadline and prior to the Long Stop Date for reason non-attributable to DESFA shall be held liable to DESFA and shall pay to DESFA a penalty equal to the amount of the GTA Guarantee. In such case, DESFA is entitled to request forfeiture of the GTA Guarantee for the amount due.

5.6. The Company hereby expressly acknowledge that if:

(a) the Company terminates this Agreement after the Long Stop Date and prior to the date mentioned in Article 3.2.(a) for reason non-attributable to DESFA or

(b) the implementation of the DESFA Part of the Project becomes no longer economically viable for reasons attributable to the Company;

the Company shall be held liable to DESFA and shall be obliged to pay to DESFA all actual costs incurred by DESFA up to that time for the implementation of the DESFA Part of the Project and the construction of the DESFA Part of the Project as well as any amounts DESFA may be required to pay to third parties as a result of the events mentioned in (a) and (b) above. For the avoidance of doubt, DESFA will be fully reimbursed for the actual costs incurred and the amounts that it may be required to pay to third parties, as per above, once.

Article 6 Succession and Assignment

- 6.1.** Neither DESFA nor the Company may assign this Agreement in whole or part to a third party without the prior written consent of the other Party.
- 6.2.** Following a written consent by DESFA, the Company may assign to an GTA Assignee the rights and obligations of the Company in connection with this Agreement, whether in whole or in part, provided that such GTA Assignee fulfills the requirements of the NNGS Network Code, the Guidelines, the Project Proposal and this Agreement at the time of the assignment.
- 6.3.** For the assignment to take place, the GTA Assignee shall provide a GTA Guarantee the amount of which shall be equal in value to the sum of the maximum annual capacity charge (based on the relevant Reference Price including the Mandatory Minimum Premium) for the Allocated Capacity for each IP and direction (be it entry DESFA or exit DESFA) and for each of the Entry Points to be assigned and for the duration provided for in Article 3.2.(a). Until the required GTA Guarantee has been presented to DESFA by the GTA Assignee the assignment shall have no legal effect.
- 6.4.** Failure to provide consent to 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.
- 6.5.** This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigned of the Parties.

Article 7 Force Majeure

- 7.1.** An event of Force Majeure means any event or circumstance (or any combination of events and/or circumstances) outside the reasonable control, directly or indirectly, of the Party affected, but only if and to the extent that:
- (a) such event(s) and/or circumstance(s) could not be prevented, avoided or removed by such Party;
 - (b) such event(s) and/or circumstance(s) causes or results in a failure by such Party to perform its obligations under this Agreement; and
 - (c) such event(s) and/or circumstance(s) are not substantially attributable to the other Party.
- 7.2.** Force Majeure may include, but is not limited to, event(s) or circumstance(s) of the kind listed below, so long as conditions (a) to (c) above are satisfied:
- (a) war, hostilities (whether war be declared or not), invasion, act for foreign enemies;
 - (b) rebellion, acts of terrorism, revolution, insurrection, military or usurped power, or civil war;

- (c) natural catastrophes such as an earthquake, a hurricane, a typhoon or volcanic activity;
- (d) governmental measures and other rules issued by Competent Authority in relation to pandemics or epidemics.

7.3. The Company further acknowledge that event(s) or circumstance(s) of Force Majeure for DESFA may include, so long as conditions (a) to (c) of Article 7.1 are satisfied:

- (a) breakage, fire, freezing, explosion, mechanical breakdown, or other damage or malfunction of machinery or equipment necessary for the construction and operation of the DESFA Part of the Project; or
- (b) archaeological or historical or cultural heritage investigations or discoveries on the route of the DESFA Part of the Project; or
- (c) court proceedings that delay the award of a contract for the construction of DESFA Part of the Project; or
- (d) the delay due to bankruptcy or other major default of a contractor selected by DESFA for the construction of the DESFA Part of the Project.

7.4. 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; or
- (c) failure or inability to perform due to change to applicable Capacity charges; or
- (d) the unavailability or lack of funds or failure to indemnify the other party or to pay money when due.

7.5. If a Party is or will be prevented from performing any of its obligations under this Agreement by Force Majeure, then it shall give Notice to the other Party of the event(s) of circumstance(s) constituting the Force Majeure and shall specify the extent of the obligations, the performance of which is or will be prevented, impeded and/or delayed. The Notice shall be given as soon as reasonably practicable (to the extent that such Information is available to the affected Party) of the relevant event(s) or circumstance(s) constituting Force Majeure, otherwise the affected Party is prevented from claiming Force Majeure in respect to the respective event(s) or circumstance(s), unless the other Party is aware of the Force Majeure and the extent of its effects on the affected Party's performance. The Party shall, having given Notice, be excused from performance of such obligations for so long as such Force Majeure prevents it from performing them.

7.6. Notwithstanding the above, the affected Party shall give Notice as soon as reasonably practicable to the other Party (to the extent that such Information is available to the affected

Party) of:

- (a) the steps being taken by the affected Party to remove or mitigate the effect of the Force Majeure and to carry out its obligations under this Agreement;
- (b) upon it becoming aware of any material developments or additional material Information relating to the Force Majeure and its effects;
- (c) the anticipated date of resumption of performance of its obligations under this Agreement;

and, to the extent that such Information is not available at the time a Notice is given, the affected Party shall provide such Information to the other Party as soon as it becomes available to it.

7.7. Neither Party shall be held responsible for any non-performance and/or delay in the performance of the Agreement if and to the extent it is caused by Force Majeure.

7.8. DESFA is entitled to assign the execution of DESFA Part of the Project, in whole or in part, to external contractors, providers or vendors of its choice and at its sole discretion. An event of Force Majeure in the person of the contractor, provider or vendor to whom DESFA has assigned the execution, in whole or in part, of said project shall constitute an event of Force Majeure in the person of DESFA against the Company under this Agreement.

Article 8 Confidentiality

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

- (a) of all the information exchanged and/or 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) they undertake the duty to use such information, documents and data only for the purposes of the Agreement and to refrain from disclosing them in part or in whole to third parties.

8.2. The confidentiality undertakings under this Agreement do not apply to the extent that:

- (a) Confidential Information 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; or
- (b) a Party can document that it was already legally and without other confidentiality limitations in possession of the Confidential Information before it was disclosed; or
- (c) is required to be disclosed by the Parties to RAEWW or another Competent Authority or in order for the Parties to comply with the requirements of the applicable Law or following RAEWW's or Competent Authority's decisions.

8.3. Subject to any restriction applicable to it according to applicable Law, a Party may disclose Confidential Information without the other Party's prior written consent to the following persons:

- (d) 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;
- (e) banks or other financial institutions to finance such Party and/or to provide project finance in relation to the DESFA Part of the Project or the issuance of assurances regarding the DESFA Part of the Project; and
- (f) shareholders of DESFA for the purposes of taking the Final Investment Decision.

8.3. Each Party shall take all necessary and appropriate measures and procedures (in particular towards its representatives, employees, advisers and authorized agents) to enforce and maintain the protection of Confidential Information and to prevent any disclosure of it.

8.4. 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.

Article 9 Anticorruption policy and Code of Ethics

9.1 Each Party declares that it is acquainted with and shall fully comply with the Laws on the prohibition of bribery and any other anti-corruption Law applicable to the Parties.

9.2 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 interest. The Company further acknowledges that DESFA's Anticorruption Policy, as published on DESFA's site shall be applicable to them and that it shall comply with its principles. 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 Article, DESFA may immediately terminate this Agreement.

Article 10 Representation and Warranties

10.1. 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.

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

10.3. 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.

10.4. 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.

10.5. 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.

10.6. 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, is:

- (a) current; or
- (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.

Article 11 Governing Law and Dispute Resolution

11.1. This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by the Laws of Greece.

11.2. Any dispute 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 shall be the Courts of Athens.

Article 12 Miscellaneous

12.1. Language

The language of this Agreement and the transactions envisaged by it shall be English and all Notices, demands, requests, statements, certificates or other documents or communications shall be in English unless otherwise mandatorily required by any Competent Authority or agreed in writing (in which case a certified English translation shall be delivered by the responsible Party, at its own cost, to the other Party). If this Agreement or any related documents are translated into another language, the English version shall prevail.

12.2. Data Protection

The Parties shall process any personal data transferred by the other Party ("Personal Data") in accordance with applicable European and national data protection laws and regulations. Furthermore, each Party shall process Personal Data only to the extent necessary for the performance of the Contract and the fulfilment of legal obligations in its capacity as Independent Data Controller.

Both Parties are obliged to process Personal Data as confidential information and ensure that any member of their staff who has access to or is involved in the processing of Personal Data complies with the present terms.

The Parties also agree to be subject to the following obligations; specifically that:

- Data are lawfully collected and processed;
- Transfers of personal data outside the European Economic Area are conducted in line with articles 44-50 of the European Union General Data Protection Regulation (Regulation 2016/679/EU);
- Data subject requests about the exercise of their rights are addressed lawfully and in a timely manner, with the cooperation and assistance of the other Party wherever needed;
- Cooperation and assistance is provided between the Parties in good faith for the compliance with obligations related to data breaches.

DESFA has the right to request at any time the return and/or deletion of any personal data transferred to the Company, unless the latter is required by law to keep this data. After termination of this Agreement, the Company is obliged to terminate the processing of Personal Data and proceed to their return or erasure.

The Company warrants and guarantees that organizational and technical measures are applied, in order to ensure the protection and security of Personal Data and that it shall fully comply with its accountability requirements before competent Supervisory Authorities under applicable data protection laws and regulations.

12.3. Notices

Any notice or other communication from one Party to any other Party which is required or permitted to be made under the provisions of this Agreement shall be made in writing and delivered by hand, email, pre-paid recorded delivery, pre-paid special delivery or courier to the other Party at the address and marked for the attention of the person(s) designated below:

(a) if to DESFA:

Address: [•]

Email: [•]

Tel. number: [•]

Marked for the attention of:

(b) if to the Company:

Address: [•]

Email: [•]

Tel. number: [•]

Marked for the attention of: [•]

12.4. Agent for Service of Process

12.4.1. 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: [Name], [Surname], [Address], [Email], [Tel. Number], [TIN], [ID Number]]* 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.

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

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

12.5. Amendment

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

12.6. Severability

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.

12.7. Waivers

The failure by any Party to exercise, or the delay by any Party in exercising any right, power, privilege or remedy provided under this Agreement shall not constitute a waiver of the right, power, privilege or remedy.

This Agreement has been signed in *two (2)* original counterparts, each Party acknowledging receipt of its counterpart.

Signed for DESFA

By: [•]

Title: [•]

Signed for [name of the Company]

By: [•]

Title: [•]

APPENDIX II - Form of Letter of GTA Guarantee

Athens, / /

From:

[Bank name / address]

To:

The HELLENIC GAS TRANSMISSION SYSTEM OPERATOR SOCIETE ANONYME

NUMBER

EURO: # €

Dear Sirs or Madam,

We refer to the Gas Transportation Agreement [insert Gas Transportation Agreement number] (hereinafter the "Agreement") 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 Agreement.

We hereby expressly, irrevocably and unreservedly guarantee, on behalf of the Company, to pay to DESFA within 3 (three) working days, 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 [*GTA 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 Agreement.

The amount mentioned above shall be kept at your disposal and shall be paid, 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, 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.

Η απόφαση αυτή να δημοσιευθεί στην Εφημερίδα της Κυβερνήσεως.

Αθήνα, 23 Μαΐου 2024

Ο Αντιπρόεδρος του Κλάδου Ενέργειας

ΔΗΜΗΤΡΙΟΣ ΦΟΥΡΛΑΡΗΣ