

## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the “**Agreement**”) is entered into as of [●], 2025 (the “**Effective Date**”) between

a) **Public Power Corporation SA**, a company organized and existing under the laws of Greece, having its registered seat at 30 Chalkocondili str., Athens, Greece, duly represented herein by ....., hereinafter referred to as “**PPC**”; and

b) [●], a company organized and existing under the laws of [●], having its registered seat at [●], duly represented herein by [●], hereinafter referred to as “[●]”.

These parties may also be referred to individually as “**Party**” or collectively as “**Parties**”, and each of them is a “**Receiving Party**” when it receives Confidential Information (as defined below) from the other Party and a “**Disclosing Party**” when it discloses Confidential Information to the other Party.

### Article 1

#### Disclosure of Confidential Information

In connection with the Conversion of Ptolemais V lignite fired SES to Open Cycle Gas Turbine Plant (OCGT) with option to be retrofitted in the near future to Closed Cycle Gas Turbine Plant (CCGT) (the “**Purpose**”) and during the term of this Agreement, each Party is willing to exchange Confidential Information, in accordance with the terms and conditions of this Agreement.

“**Confidential Information**” means: (i) information relating to the Purpose which may include commercial, financial, scientific, engineering and/or technical data, contractual terms and conditions, bid information, and other information, data, knowledge, and know-how; (ii) the fact that discussions and evaluations are taking place to pursue the Purpose, the Parties’ participation in such discussions and evaluations, their nature and/or contents and the existence of this Agreement and its contents.

For the avoidance of doubt, Confidential Information includes information in whatever form and however communicated (whether orally, in writing, in electronic or other tangible form, or by inspection) by the Disclosing Party or by its Authorized Persons (as defined in Article 4), and regardless of whether it is labeled as confidential or not, and includes information generated by the Receiving Party or by an Authorized Person that is derived in whole or in part from the information exchanged.

### Article 2

#### Undertaking not to Disclose

In consideration of the exchange of Confidential Information, the Receiving Party shall:

- (a) use the Confidential Information exclusively for the Purpose, unless otherwise expressly agreed to in writing by the Disclosing Party;
- (b) not disclose the Confidential Information to anyone without the prior written consent of Disclosing Party, except as provided in this Agreement; and
- (c) treat the Confidential Information with the same degree of care as it employs for its own equally important confidential information to avoid disclosure to any third party, but at least with reasonable care.

- (d) not use, directly or indirectly, the Confidential Information for its own benefit, indicatively for the acquisition or transfer of PPC's shares, or for any act constituting a breach of the Stock Exchange legislation. [●] acknowledges that access by it or its Authorized Persons Participants to the Confidential Information may provide it or them with Inside Information concerning PPC, which has not been publicly disclosed. [●] is prohibited from disclosing such Inside Information to any third party in violation of this Agreement. [●] acknowledges that [●] and its Authorized Persons are aware of such laws and agree to fully comply with such laws.

### **Article 3**

#### **Exceptions to Confidentiality Obligation**

- 3.1 The following shall not constitute Confidential Information:
- (a) prior to its disclosure by the Disclosing Party to the Receiving Party, was already known to the Receiving Party (not as a result of a breach of any duty or obligation towards the Disclosing Party) provided that immediately upon the disclosure by the Disclosing Party, the Receiving Party will bring such fact to the attention of the Disclosing Party; or
  - (b) is at the time of disclosure in the public domain or which becomes public domain in each case, where the publication making such information public domain is not the result of a breach of this Agreement; or
  - (c) is legally received from a third party where the Receiving Party has no reasonable cause to believe that the receipt or the disclosure of such information by such third party was the result of or constitutes a breach of any duty or obligation towards the Disclosing Party; or
  - (d) is independently developed by the Receiving Party without any reference to the Confidential Information and by employees who did not have any access to it.
- 3.2 It shall not be a breach of this Agreement if the Receiving Party or its Authorized Persons disclose the Confidential Information to the extent it is required to disclose the Confidential Information under applicable law, rule or regulation or any legal, judicial, governmental, administrative or regulatory order, authority or process, provided that, subject to any applicable legal prohibitions, the Receiving Party shall make all reasonable efforts to give prompt written notice to the Disclosing Party prior to such disclosure to allow the Disclosing Party to seek a protective order or other relief as appropriate (for the avoidance of doubt, disclosure in the absence of an obligation to disclose shall not constitute an authorized disclosure under this paragraph).
- 3.3. The burden of proof that Confidential Information which is disclosed resides within one of the exceptions set forth in this clause 3, shall be on the Receiving Party. The Receiving Party shall maintain the confidentiality of the Confidential Information until the Receiving Party has by clear and convincing evidence demonstrated to the Disclosing Party the validity of the aforesaid exceptions. In the event of a dispute between the Parties regarding the applicability of one of the exceptions set forth in this clause 3, the Receiving Party shall maintain the confidentiality of the Confidential Information until a final and non-appealable arbitration award and/or a final non-appealable court judgment is granted.

## Article 4

### Disclosure to Authorized Persons

- 4.1 The Receiving Party may disclose Confidential Information without the prior written consent of the Disclosing Party to the following persons and/or entities (“**Authorized Persons**”) to the extent that the Receiving Party needs them to pursue the Purpose or any transaction between the Parties in relation to the Purpose, makes them aware that the Confidential Information must be kept confidential, and requires them to keep the information confidential:
- (a) the directors, officers, and employees of the Receiving Party;
  - (b) Affiliates of the Receiving Party and their directors, officers, and employees;  
    (“**Affiliate**” means, with respect to any legal entity, any legal entity directly or indirectly controlling, controlled by or under common control with, such other legal entity, but such legal entity shall be deemed to be an Affiliate only so long as such control exists. For purposes of this definition, “**control**” when used with respect to any legal entity, means the possession, directly or indirectly, of the power to cause the direction of management and/or policies of such legal entity, whether through the ownership of voting securities by contract or otherwise);
  - (c) any outside legal counsel, consultant, or other agent retained by the Receiving Party or its Affiliate; or

## Article 5

### Obligation with Respect to Authorized Persons

The Receiving Party shall be responsible to the Disclosing Party for any breach of the confidentiality obligations by the Authorized Persons.

## Article 6

### Destruction or Return of Confidential Information

- 6.1 The Disclosing Party may demand the destruction of the Confidential Information at any time upon giving written notice to Receiving Party. Within thirty (30) days of receipt of such notice, the Receiving Party, at its cost, shall, at its option, return or destroy all of the Disclosing Party’s Confidential Information in its possession and shall direct that its Authorized Persons return or destroy Confidential Information in their possession, except as provided in Clause 6.2. The Parties agree that upon the Disclosing Party’s request, the Receiving Party will sign a certificate confirming the return or destruction of all the Confidential Information.
- 6.2 Notwithstanding Clause 6.1, the Receiving Party or its Authorized Persons may retain:
- (a) Confidential Information that is required by applicable law, regulation, or by *bona fide* document retention and compliance policies, to be retained by it, including any Confidential Information in any legal advice, internal working papers, legal opinions,

legal due diligence reports prepared for the Receiving Party and minutes of meetings of the board of directors of the Receiving Party;

- (b) any automatically-generated backups or archive copies of Confidential Information located on an off-site server as a result of the automatic back-up of data in the usual operations of the Receiving Party; and
  - (c) any electronic copies of Confidential Information that are not reasonably practicable for the Receiving Party to return or destroy in accordance with Clause 6.1.
- 6.3 The Receiving Party's compliance with this Clause 6 does not release it from any of its other obligations under this Agreement and this Clause 6 survives the expiry or termination of this Agreement as provided for in clause 7.

## **Article 7**

### **Term**

This Agreement has a term of two years from the Effective Date. The confidentiality obligations shall remain in effect for Confidential Information retained after the aforementioned 2-year period until the date such Confidential Information is destroyed or returned to the Disclosing Party.

## **Article 8**

### **Representations and Warranties**

- 8.1 The Disclosing Party represents and warrants that it either owns the Confidential Information disclosed by it or otherwise has the right and authority to disclose the Confidential Information to the Receiving Party.
- 8.2 The Disclosing Party, however, makes no representations or warranties express or implied, as to the quality, accuracy and completeness of the Confidential Information. The Disclosing Party and its Authorized Persons will have no liability whatsoever with respect to the use of or reliance upon the Confidential Information by the Receiving Party (or its Authorized Persons).
- 8.3 The Receiving Party represents that disclosure of Confidential Information by the Disclosing Party to the Receiving Party does not create any conflict of interest, otherwise the Receiving Party must inform promptly and in writing the Disclosing Party if any conflict of interest arises or may arise during this Agreement.

## **Article 9**

### **Ownership and Licenses**

- 9.1 The Receiving Party shall acquire no proprietary interest in or right to the Confidential Information of the Disclosing Party.
- 9.2 Other than the license to use the Confidential Information in connection with the Purpose as expressly set out in this Agreement, neither Party conveys to the other Party, any other licences or any other rights such as, but not limited to, patents, utility models, trademarks or tradenames, nor does this Agreement constitute any obligation of the Disclosing Party to grant or convey such rights to the Receiving Party. The Receiving Party shall not undertake any reverse engineering or replication or any similar act intended for the replication of any

products containing Confidential Information unless specifically authorized in writing to do so by the Disclosing Party. The Receiving Party shall not be entitled to file for patents or other statutory protection in any country based on or using any Confidential Information received hereunder, and any such patent or statutory protection must be transferred to the Disclosing Party upon its request and without any charge. The disclosure of Confidential Information does not constitute any right of prior use for the Receiving Party.

## **Article 10**

### **Governing Law and Dispute Resolution**

- 10.1 This Agreement shall be governed by and interpreted in accordance with the substantive laws of Greece excluding any choice of law rules which would refer the matter to the laws of another jurisdiction.
- 10.2 Any dispute, controversy or claim arising out of or relating to this Agreement (including any question regarding its existence, validity or termination) (a “**Dispute**”) shall be referred to and finally resolved by the International Court of Arbitration of the International Chamber of Commerce (“**ICC**”) in accordance with the Rules of Arbitration of the International Chamber of Commerce in force at the time of referral of the dispute to ICC, which rules are deemed to be incorporated by reference in this clause. The seat of arbitration shall be Athens and the language of the arbitration shall be the English language.
- 10.3 The arbitration will be the sole and exclusive venue to settle or resolve a Dispute arising out or relating to this Agreement. The award derived from the arbitration will be final, non-appealable and binding upon the Parties. Notwithstanding the above, each Party may seek provisional measures from any court of competent jurisdiction, including without limitation provisional injunctive relief, without thereby waiving the choice of arbitration for the resolution of Disputes and provided that the final resolution of the Dispute is through the arbitral tribunal appointed in accordance with this Article 10.
- 10.4 The Parties acknowledge that there would be no adequate remedy at law if the Receiving Party failed to perform or threatened to breach any of its obligations in this Agreement and that any such failure may result in material irreparable injuries to the Disclosing Party and that it will not be possible to measure damages for such injuries precisely, and, accordingly the Parties agree that the Disclosing Party, in addition to any other remedy to which it may be entitled at law or in equity, shall be entitled to seek specific performance of the obligations of the Receiving Party under this Agreement in accordance with the terms and conditions of this Agreement. Accordingly, the Receiving Party consents to the enforcement of this Agreement by specific performance or injunctive relief without proof of actual damages.

## **Article 11**

### **Notices**

All notices authorized or required between the Parties by any of the provisions of this Agreement shall be in written English, properly addressed to the other Party as shown below, and delivered in person, by courier, or by e-mail. Oral communication does not constitute notice for purposes of this Agreement. A notice given under any provision of this Agreement shall be deemed delivered only upon actual delivery of the notice to the physical or electronic address of the Party shown below.

## **PPC**

Address: 25, Patision st., Athens GR-104 32  
Attention: Mr. Antonios – Athanasios Mylonas  
e-mail: anto.mylonas@ppcgroup.com  
cc: a.soumelidis@ppcgroup.com

[●]

Address: [●]  
Attention: [●]  
e-mail: [●]

## **Article 12**

### **No Assignment - Successors**

- 12.1 Neither this Agreement nor any rights and obligations under this Agreement may be assigned or delegated by either Party without the prior written consent of the other Party.
- 12.2 This Agreement shall be binding upon the Parties' respective successors and permitted assigns.

## **Article 13**

### **General Provisions**

- 13.1 No waiver by either Party of any one or more breaches of this Agreement by the other Party shall operate or be construed as a waiver of any future default or defaults by the same Party. Neither Party shall be deemed to have waived, released, or modified any of its rights under this Agreement unless such Party has expressly stated, in writing, that it does waive, release or modify such rights.
- 13.2 This Agreement may not be modified except by written consent of the Parties.
- 13.3 If one or more provisions of this Agreement are, or become entirely or partially invalid or unenforceable, then this shall not affect the validity or enforceability of the remaining provisions of this Agreement. The foregoing shall also apply if the Agreement contains any regulatory gaps. Instead of the invalid or unenforceable provisions, or in order to close the gaps, a rule shall be used, which, in so far as it is legally permissible and as closely as possible reflects the intentions of the Parties concluding the Agreement or, considering the meaning and purpose of the Agreement, effects the purpose of the Agreement, had they considered the points at the time of concluding the Agreement.
- 13.4 This Agreement comprises the full and complete agreement of the Parties regarding the disclosure of the Confidential Information and supersedes and cancels all prior communications, understandings, and agreements between the Parties relating to the Confidential Information, whether written or oral, expressed or implied.

- 13.5 The terms of this Agreement shall control over any additional purported confidentiality requirements imposed by any offering memorandum, web-based database or similar repository of Confidential Information to which Receiving Party or its Authorized Persons is granted access in connection with this Agreement or the Purpose, notwithstanding acceptance of such an offering memorandum or submission of an electronic signature, “clicking” on an “I Agree” icon or other indication of assent to such additional confidentiality conditions.
- 13.6 This Agreement is not a contractual undertaking to pursue the Purpose or enter into any further agreements (e.g. purchase and sales, joint ventures, cooperation etc.), but rather is merely intended to give each Party access to the information concerning the Purpose.
- 13.7 Nothing herein shall be construed as creating between the Parties the relationship of a partnership, joint venture or other joint enterprise.
- 13.8 This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. To the extent permitted by law, electronic signatures or a manual signature whose image shall have been transmitted electronically will constitute an original signature for all purposes. The delivery of copies of this agreement, including executed signature pages, by electronic transmission will constitute effective delivery of this agreement for all purposes.

#### **Article 14**

##### **Ethics and Anticorruption**

PPC declares that in managing its business activities and its relationships, it adheres to the principles contained in PPC Code of Conduct and other policies such as anti-bribery, human right protection, as subsequently amended and supplemented all of them available at [www.ppc.gr](http://www.ppc.gr) PPC wishes its counterparties refer to the same principles in managing their business activities and their relationships.

The Parties sign this agreement, intending to be bound and acknowledging that each of the clauses has been the object and result of negotiations.

For PPC

For [●]

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By:

Title:

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By:

Title: