

**Public Power Corporation S.A.**  
**New Generation Activities Procurement Department**

**Market Consultation Invitation – Request for Information (RFI) NGAPD-3003  
for a Peaker Power Plant with capacity of electrical power production 110-150MW**

**Introduction:**

PPC (Public Power Corporation) is conducting a Market Consultation Invitation / Request For Information (RFI) process, NGAPD-3003, in order to formulate the requirements of a forthcoming procurement procedure for a Peaker Power Plant, to be installed in the Balkans region.

The size of Power plant in interest to PPC has not been finalized, however the size currently under consideration is 110-150 MW in ISO Conditions for the complete plant. Installation in phases may be considered, depending on the main equipment delivery time. Operation of the Power Plant is considered under the Peaker Power plant regime. Each of the Generating units (GT and/or RICE) shall comply with Category D, as per RfG regulation.

The expected location of the Project is envisaged to be at an altitude of 230m, while the outdoor (ambient) temperatures may reach down to -18 °C.

**Purpose:**

The main purpose of this RFI is for PPC to identify potential Technology Providers **that have the capability and capacity to provide engineering services, manufacturing and procurement of:**

a) Gas Turbine(s) (GT) and Generator(s) (GT GEN) along with their auxiliaries, in such size and configuration that with multiple GTs may reach the desired power plant capacity. The GT(s) should be aeroderivative type.

and/or

b) Reciprocating Internal Combustion Engines (RICE) and Generators along with their auxiliaries (including cooling system/radiator), in such size and configuration in order to reach the desired power plant capacity.

Refurbished units may also be considered, if available.

Moreover, the Technology Providers may also indicate whether the proposed equipment has references installed as “mobile” plant (installed on trailer with wheels).

In addition to the above, PPC is exploring the possibility of having the power plant constructed with modular solutions, which are expected to be realized with

equipment supplied as "plug & play" by the Technology provider, in order to reduce the site construction works complexity and time.

The fuel available on site is natural gas, while ability to burn second fuel is not required. No heat recovery options from GTs or RICEs are under consideration (no requirement for GTs in Combined cycle mode) for the Project.

The integration of the GTs, Generators and/or RICE to a complete Peaker Power Plant shall be performed by a separate entity (EPC Contractor) under a separate Contract. In more detail, the EPC Contractor shall perform the engineering, procurement, installation of all equipment/services, other than the ones provided by the Technology Provider, including all civil works required for the operation of the Peaker power Plant. Capability of startup for the proposed GTs/RICEs under blackout conditions will be supported by an emergency diesel generator provided by the EPC Contractor.

The Technology provider shall take into consideration that the area where the project is to be developed has limited availability of raw water, which consequently renders solutions that do not envisage extended use of water for the main equipment operation preferable.

**This Market Consultation Invitation / RFI refers to all potential Technology Providers complying with the categories below:**

- Companies that manufacture Gas Turbines (GT) and relevant Generators (GT GEN), with electrical power output that shall be between 20 MW and 40 MW per GT unit.

Or

- Companies that manufacture RICE engines and relevant generators, with electrical power output that shall be between 3 MW and 15MW per RICE unit.

In addition to the former, PPC is interested in exploring the capability and capacity of Technology Providers for the provision of additional equipment and services to the ones described above (either by themselves, or by their subsuppliers/subcontractors), such as :

- Exhaust system (including stack)
- Generator switchgears as required by the selected technology
- Step-up Transformer for the Generators
- Natural Gas Compressor
- Installation services of all relevant equipment provided
- Overall power Plant control system
- Transportation to Site
- Commissioning and Training
- Provision of spare parts, consumables and maintenance services through an LTSA.

Any information disclosed to PPC by any potential Technology Provider under this procedure shall be treated as confidential and shall not be made available to any other participant or third party, except only as strictly required for the basic design of the project and the preparation of the relevant RFQ and procurement procedure.

### **Market Consultation scope:**

- Market research and identification of potential Technology Providers for the scope of services required by PPC
- Assessment of the technical and financial capacity of potential Technology Providers.

### **Participation Process**

Participants in this RFI process will be required to complete and submit a relevant questionnaire, as well as to sign the enclosed NDA. In case of multiple proposals by a Technology Provider (proposals for different models of GTs and/or RICEs), separate questionnaires must be submitted for each proposal. **All submitted documents must be signed by an authorized person of the participating company.**

The submission of the questionnaire(s) and the distribution of the RFI documents shall be carried out using the "cosmoONE" platform of the PPC Electronic Contracts System at the online address [www.cosmo-one.gr](http://www.cosmo-one.gr) or [www.marketsite.gr](http://www.marketsite.gr). Registration does not incur any costs for those interested.

Necessary condition for participation of any interested party is the registration in the System. Upon successful registration, interested parties shall be provided with System Access Codes, so as to download the questionnaire(s) and NDA (in editable format). Responses (completed questionnaire(s) and signed NDA) shall be submitted by the interested parties electronically with a start date of submission on the 30<sup>th</sup> of January 2026 and a closing date and time of submission on the 20<sup>th</sup> of February 2026 at 16:00 (Greek time).

After the above deadline, submission of responses shall not be possible, unless PPC, at its own discretion, decides to extend the period of the potential Technology Providers' responses submission, so as to ensure the proper execution of the process.

### **The questionnaire(s) to potential Technology Providers mainly contain(s) questions regarding:**

- Their technical and professional capacity and experience in the execution of similar contracts of equivalent scope to the scope described herein.
- Their basic financial data.
- Their quality assurance system.
- Basic Technical Characteristics of the Equipment under consideration.
- Budgetary information for the Equipment under consideration.

- Their reference list for successfully commercially delivered projects up to December 2025.

### **RFI Schedule Structure**

It is noted that this invitation to participate in the RFI does not constitute an announcement of a Contract Award Process and does not imply the undertaking of any legal commitment or obligation on the part of either the participants or PPC.

### **Contact Details**

Participants should indicate contact details of persons responsible for providing information / clarifications for this Market Consultation / RFI

Name: .....

Phone Number: .....

Email: .....

Information regarding the participation process can be obtained from:

Name: Lydia Tsiaousi

Phone Number: +30 2105292630

Email: [l.tsiaousi@ppcgroup.com](mailto:l.tsiaousi@ppcgroup.com)

**Market Consultation Invitation - RFI (Request for Information)**

**Peaker Power Plant located in the Balkan region, of expected power output in ISO conditions at 110 MWe - 150 MWe, based on open cycle gas turbine(s) or reciprocating internal combustion engine(s), operating on natural gas fuel only**

Description	To be filled	Units, type of response	Comment
<b>Financial</b>		Euros	* Company to attach to this questionaire the last three available audited financial statements.
Company Turnover 2025			
Company Turnover 2024			
Company Turnover 2023			
Company Turnover 2022 (if 2025 data are not yet available)			
Company's credit rating			
<b>QA system</b>			
ISO 9001		yes/no	* Company to attach to this questionaire the relevant certificate
ISO 45001		yes/no	* Company to attach to this questionaire the relevant certificate
<b>References</b>			
Reference units of Peaker Power Plant in commercial operation and rated output power (MWe)			* referring only to Gas Turbine or Reciprocating Engine of the <b>specific</b> model intended to be offered for the present project
Europe in last 15 years		number of units	
Rest of the world in last 15 years		number of units	

**Market Consultation Invitation - RFI (Request for Information)**

**Peaker Power Plant located in the Balkan region, of expected power output in ISO conditions at 110 MWe - 150 MWe, based on open cycle gas turbine(s) or reciprocating internal combustion engine(s), operating on natural gas fuel only**

\* ISO conditions considering peak ratings in accordance with ISO 3977-2 par 5.3 (2000 h and 500 starts per year)

\*\* considering Slot reservation in March 2026

\*\*\* between min load and total nominal load

! ramp rate considered not affecting lifetime or equivalent operating hours of GT, ramp rate considered after synchronization

# PPC may consider utilization of refurbished gas turbine and or generator

Description	to be filled	Units, type of response
<b>Main Equipment</b>		
Gas Turbine		name of model
Gas Turbine and / or Generator Refurbished		yes / no
Are there references for mobile installations?		yes / no
Generator		name of model
Indoor (within a building) or Outdoor (as a standalone package) installation		Indoor / Outdoor
Modular plug & play Solution Available (Stack, Cooling, Air Filtering, Lube Oil Tank etc.)?		yes / no
Available configuration for mobile units		yes/no
Number of required units <b><u>to achieve electric Power Plant capacity of 150MW gross</u></b>		number of units
<b>Power Output</b>		
Nominal Load (Gross output at Generator terminals)*		MW
Minimum Environmental Load (MEL)*		MW
Min stable load* (not MEL)		MW
<b>Budgetary Information</b>		
Budgetary cost for 1 unit (GT/GT GEN with auxiliaries)		kEuros
Budgetary cost for units of Power Plant with 150 MW gross power production capacity		Meuros
<b>Heat Rate/Efficiency</b>		
Gross Heat rate at nominal load*		GJ/MWh
Gross electrical efficiency at nominal load*		%
Gross Heat rate at 75% of nominal load*		GJ/MWh
Gross electrical efficiency at 75% of nominal load*		%
Gross Heat rate at 50% of nominal load*		GJ/MWh
Gross electrical efficiency at 50% of nominal load*		%
Gross Heat rate at MEL load*		GJ/MWh
Gross electrical efficiency at MEL load*		%
Maximum Self power consumption of the unit		MW
<b>Ramping Ability and Loading/Unloading time</b>		
Time from startup request to synchronization (cold/hot/warm)		min
Synchronization time		min
Synchronization load		MW
Ramp up rate after synchronization *** !		MW/min
Ramp down rate *** !		MW/min
Startup time till 100% load (cold)		min
Startup time till 100% load (warm)		min
Startup time till 100% load (hot)		min
Minimum run time after 100% load (cold/warm/hot)		min

Minimum downtime after shutdown		min
<b>Equipment Delivery Schedule</b>		
GT earliest delivery slot (Ex Works)		month, year, location **
Generator earliest delivery slot (Ex Works)		month, year, location **
<b>Natural Gas Pressure</b>		
Natural Gas pressure required downstream GRS for GT operation (GT fuel skid inlet)		barg
<b>Start up minimum temperature</b>		
Min ambient temp. for gas turbine startup		°C
Additional requirements for gas turbine startup at lower ambient temperature (down to -28 °C)		
<b>Cooling requirements (from external sources)</b>		
Gas Turbine & Generator & Auxiliaries Cooling requirements for a single unit		MWth
<b>Generator Characteristics</b>		
Generator output voltage		kV
Generator cooling type		hydrogen/air/water
<b>Emissions</b>		
Compliance to LCP 2010/75 EU or MCP 2015/2193 EU Directives		yes/no
DLN burners		yes/no
NOx		mgr/Nm3 15%O2, dry
CO		mgr/Nm3 15%O2, dry
SCR (if yes, please state the maximum water consumption and associated water quality. Water scarcity in the site to be considered)		yes/no
Water/steam injection (if applicable)		tn/h (at 100% load)
<b>Hydrogen in Natural Gas</b>		
Hydrogen ready without modifications and without derating		yes/no, max % v/v hydrogen in natural gas
Hydrogen ready with modifications and or/derating		yes/no, max % v/v hydrogen in natural gas
Modifications brief description and derating level		
<b>Scope of supply/services</b>		
Gas turbine & Generator auxiliaries		yes/no
Natural Gas Compressor		yes/no
Exhaust Stack		yes/no
Generator Switchgears		yes/no
Step-Up transformer		yes/no
UAT transformer		yes/no
Transportation to Site		yes/no
Installation/erection of the above		advisory services/full installation/erection services
Commissioning/ set in operation of the above		yes/no
Provision of spare parts, consumables and maintenance services through an LTSA		yes/no

**Market Consultation Invitation - RFI (Request for Information)**

**Peaker Power Plant located in the Balkan region, of expected power output in ISO conditions at 110 MWe - 150 MWe, based on open cycle gas turbine(s) or reciprocating internal combustion engine(s), operating on natural gas fuel only**

\* ISO conditions per ISO-8528-1 par 11

\*\* considering Slot reservation in March 2026

\*\*\* between min load and total nominal load

! ramp rate considered not affecting lifetime or equivalent operating hours of RICE

# PPC may consider utilization of refurbished reciprocating engine and or generator

Description	to be filled	Units, type of response
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**Main Equipment**

Reciprocating Engine		name of model
Generator		name of model
Reciprocating Engine and / or Generator Refurbished		yes / no
Preheating Systems required to ensure fast startup capability		yes / no
Indoor (within a building) or Outdoor (as a standalone package in container) installation		Indoor / Outdoor
Modular plug & play Solution Available (Stack, Cooling, Air Filtering, Lube Oil Tank etc.)?		yes / no
Number of required units <b><i>to achieve electric Power Plant capacity of 150MW gross</i></b>		number of units

**Power Output**

Continuous Power (Gross output at Generator terminals)*		MW
Limited-time Running Power (Gross output at Generator terminals)*		MW
Min stable load*		MW
Standby Power Requirement Self Consumption		kW

**Budgetary Information**

Budgetary cost for 1 unit (RICE with auxiliaries)		kEuros
Budgetary cost for units of Power Plant with 150 MW gross power production capacity		Meuros

**Heat Rate/Efficiency**

Gross Heat rate at Continuous Power *		GJ/MWh
Gross electrical efficiency at Continuous Power *		%
Gross Heat rate at 75% of Continuous Power *		GJ/MWh
Gross electrical efficiency at 75% of Continuous Power *		%
Gross Heat rate at 50% of Continuous Power *		GJ/MWh
Gross electrical efficiency at 50% of Continuous Power *		%
Maximum Self power consumption of the unit		kW

**Lubrication Oil**

Lubrication Oil Rated Consumption		Kg/MWh
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**Ramping Ability and Loading/Unloading time**

Time from startup request to synchronization (cold/warm/hot)		min
Synchronization time		min
Synchronization load		MW
Ramp up rate after synchronization (cold/warm/hot) ***!		MW/min
Minimum Run time after 100% load (cold//warm/hot)		min
Ramp down rate till Min load (cold/warm/hot) *** !		MW/min
Minimum Shut Down time		min
Time to complete stop of engine after open of generator breaker		min
Minimum Down time for restart		min
Engine Thermal State Decay for the transition from hot to warm state without preheating system		hours

**Equipment Delivery Schedule**

RICE earliest delivery slot (Ex Works)		month, year, location **
Generator earliest delivery slot (Ex Works)		month, year, location **
<b>Natural Gas Pressure</b>		
Natural Gas pressure required downstream GRS for RICE operation (RICE fuel skid inlet)		barg
<b>Start up minimum temperature</b>		
Min ambient temp. for RICE startup		°C
Additional requirements for RICE startup at lower ambient temperature (down to -28 °C)		
<b>Cooling, Heating and other requirements</b>		
RICE startup medium type		compressed air/electric
RICE & Generator & Auxiliaries External Cooling requirements for a single unit (only if not included in package)		MWth
RICE Preheating System for Fast Start up capability Power Requirement		MWth
RICE Preheating type		internal/external
RICE Preheating medium		electric, warm water etc.
<b>Generator Characteristics</b>		
Generator output voltage		kV
Generator cooling type		hydrogen/air/water
<b>Emissions</b>		
Compliance to LCP 2010/75 EU or MCP 2015/2193 EU Directives		yes/no
NOx		mgr/Nm3 15%O2, dry
CO		mgr/Nm3 15%O2, dry
SCR (if yes, please state the maximum water consumption and associated water quality. Water scarcity in the site to be considered)		yes/no
Oxidation catalyst		yes/no
<b>Hydrogen in Natural Gas</b>		
Hydrogen ready without modifications and without derating		yes/no, max % v/v hydrogen in natural gas
Hydrogen ready with modifications and or/derating		yes/no, max % v/v hydrogen in natural gas
Modifications brief description and derating level		
<b>Maintenance and Cycling Operational Data</b>		
Equivalent Operating Hours per Start (cold)		
Equivalent Operating Hours per Start (warm)		
Equivalent Operating Hours per Start (hot)		
Starting Reliability per 1000 Cycles		
Overhaul Interval		EOH
Degradation per 1000 EOH		
<b>Scope of supply/services</b>		
Reciprocating Engine & Generator auxiliaries		yes/no
Natural Gas Compressor		yes/no
Exhaust Stack		yes/no
Cooling system for Reciprocating Engine / Generator and auxiliaries (only if not included in RICE package)		yes/no
Preheating system for Reciprocating Engine / Generator and auxiliaries (only if not included in RICE package)		yes/no
Generator Switchgears		yes/no
Step-Up transformer		yes/no
UAT transformer		yes/no
Transportation to Site		yes/no
Installation/erection of the above		advisory services/full installation/erection services
Commissioning/ set in operation of the above		yes/no
Provision of spare parts, consumables and maintenance services through an LTSA		yes/no

## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the “**Agreement**”) is entered into as of [●], 2026 (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 its Chief Procurement Officer, Ms. Georgia Christodouloupolou, 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 RFI NGAPD-3003 and the Peaker Power Plant to be installed in the Balkans region (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 licenses 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 Courts of Athens.
- 10.3 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.ppcgroup.com](http://www.ppcgroup.com) PPC wishes its counterparties refer to the same principles in managing their business activities and their relationships.

## Article 15

### **Data protection**

15.1 For the purposes of this Agreement, all the definitions related to personal data herein contained have the meanings set out in European Regulation no. 679/2016 (hereinafter the “GDPR”) and in any other applicable legislation.

Any personal data provided by each Party in connection with this Agreement has or shall be provided only in compliance with, and may be collected and processed by, the other Party only in accordance with the provisions of the GDPR and any other applicable legislation. Personal data will be processed automatically and/or in paper form and will be stored for the entire duration of the Agreement and for no longer than permitted by applicable laws.

15.2 The Parties may collect and process personal data only for purposes strictly related to the Purpose and may share the personal data with Affiliates within the frame of the Purpose.

15.3 Personal data shall not be communicated and/or disclosed to third parties other than if appointed as data processor and in the cases allowed by the law.

15.4 The data controller of the personal data collected and processed by PPC and the data protection officer (“DPO”) of PPC is available at the following address: [●]

The data controller of the personal data collected and processed by [●] and the data protection officer (“DPO”) of [●] is available at the following address: [●].

15.5 Any data subject whose personal data has been collected or processed pursuant to this Agreement may exercise the rights provided by articles 15-21 of GDPR (such as the right to access to and rectification or erasure of personal data, right to restriction or to object to processing as well as the right to data portability) by writing to the relevant Party.

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: Ms. Georgia Christodoulou  
Title: Chief Procurement Officer

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By:  
Title: