

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

Market Consultation Invitation – Request for Information (RFI) No. NGAPD-3004:

Critical MEP Equipment for the Colocation Hybrid Data Centre at the Aghios
Demetrios Power Plant, Kozani – Greece.

1 Introduction

PPC (Public Power Corporation) is conducting a Market Consultation Invitation / Request for Information (RFI) process in order to formulate the requirements of a forthcoming procurement procedure for the PPC Colocation Hybrid Data Centre (AI & Cloud spaces) at the Aghios Demetrios Power Plant, Kozani, Greece.

This project involves developing a Data Center (DC) Campus in Aghios Demetrios Power Plant in Kozani, Northern Greece. The data centers will be built in phases within the area of a former Lignite yard of the existing power station. The Data Center Campus consists of multiple 75MW data center buildings of IT load for a site total of 300MW of IT load that can be expanded up to GW scale. Each building will be scaled with multiple blocks of 25MW of IT load. Phase 1 (IT deployment) includes 4x Data Center buildings of about 75MW each reaching a total of 300MW IT. Each Data Center Building consists of 6 Data Halls; 3x Data Halls AI (15-17MW) and 3x Data Halls Cloud (8-9MW) and will be initially grid interconnected at 400kV. AI rack density is assumed 105kW/rack for AI and 20kW/rack for Cloud. Design and Facility follow Uptime Institute Tier III intent.

2 Project Overview

2.1 Primary Power – Utility Substation

Primary power for the campus will be provided via a redundant (2N) utility substation. Initial build will consist of two utility transformers to provide power for data center building(s). The utility (PPC) will provide 33kV power to the data center(s). The power feeds to the facility will be run below ground, diverse paths/separation between MV rings with concrete encasement. Medium Voltage (MV) switchgear will be draw-out type and housed in dedicated equipment areas on the site near each data center building.

2.2 Gensets

Utility outage support to the distribution systems will be provided by LV diesel generators (prefabricated gensets) in a dedicated generator yard. Each Data Hall is served by dedicated gensets in Distributed Redundant (DR N+1) rings for IT and separate gensets for cooling loads. Each genset is independent in the Distributed

Redundancy arrangement working in partial load during normal operation and ramping up to full load in case one unit is out of service (e.g., for maintenance).

2.3 Critical Power Distribution

Data center will follow Distributed Redundancy Architecture with multiple MV modules in 33KV rings. The Data Center receives dual concurrently maintainable MV incomers.

Each MV module is an outdoor unit and houses a RMU and a 33/0.4kV transformer that powers the downstream LV module.

Each LV module is normally powered from a MV module transformer and during power outage from a genset (ATS). Each LV module is an outdoor unit and houses Main LV Switchgear (MDB), UPS, Lithium batteries, CRAC (N+1) and distributes power indoor in the Data Center Building (Critical IT or Cooling Equipment).

Overall, multiple power blocks are connected in MV rings via the RMU in a Distributed Redundancy (DR) architecture. IT and cooling loads are served by different dedicated power blocks separate for AI and Cloud Data Halls.

2.4 Critical Cooling

2.4.1 AI Data Hall

The AI Data Hall critical load will be cooled by a contained water loop. The loop will reject heat to (N+1) closed-circuit fluid chillers (Adiabatic Dry Coolers). The cooling water system will be routed around the AI Data Hall in a concurrently maintainable loop. Cooling Distribution Units (CDUs) will connect to the cooling water loop with a tertiary pump and a piping loop (provided by others) connecting to liquid-cooled servers. The Adiabatic Dry Coolers have the ability to provide free and evaporative cooling. Air cooling for the AI Data Halls will be provided by water-source heat pumps (WSHP) CRAC units placed within equipment galleries on either side of the data hall. The quantity of WSHP CRAC units will be based on the air-cooled server requirements (design is 15% of room load) with N+1 installed at each data hall.

2.4.2 Cloud Data Halls

The Cloud Data Hall critical loads will be cooled by air-cooled chiller plants (N+1). Air-cooled chillers located on the roof of the data hall. The chilled water system will be routed around the Cloud Data Hall in a concurrently maintainable loop. Cooling at the Cloud data hall will be supplied by (N+2) Fan Wall Units that are placed in equipment galleries at either side of the data hall.

3 Purpose

The main purpose of this RFI is for PPC to identify potential Technology Providers (Participants) **that have the capability and capacity to provide critical MEP equipment part of Owner Furnished Contractor Installed (OFCI) scope:**

- engineering services, manufacturing and procurement of critical power equipment and solutions such as Prefabricated MV Modules (RMU & Transformers), Prefabricated LV Modules (prefabricated modules incl. LV Switchgears, UPS, Lithium Batteries, Cooling and auxiliaries) and Prefabricated Gensets for on premise power back up. All prefabricated solutions shall be suitable for outdoor use (containerized).
- engineering services, manufacturing and procurement of critical cooling equipment and solutions such as Critical Cooling System for Cloud DC (incl. Fan Wall Units, Chillers) and Critical Cooling System for AI DC (incl. CDU, Adiabatic Coolers).

The integration of the OFCI equipment shall be performed by the General Contractor (GC) under a separate Contract, part of **Contractor Furnished Contractor Installed (CFCI) scope**, as described below.

In more detail, the GC shall perform the engineering, procurement and installation of all the remaining necessary equipment/services, other than the ones provided by the Technology Provider, including all civil works, in order for the OFCI equipment and solutions to be in operation and integrated into the overall Data Center Design. Data Center Design is an ongoing process and will be provided by a Specialized Independent Consultant.

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

- General Requirements
 - ü Participants in this RFI shall be companies that are manufacturers of Data Center Products (Vendors) with at least 5 years' experience in delivering solutions for Data Centers (e.g., UPS etc.).
 - ü It is not mandatory for the participants to offer solutions for all OFCI categories. Each of the participants shall comply with the General Requirements and the OFCI product Requirements applicable to the relevant OFCI offered.
 - ü It would be preferable for the participants to have in-house designer(s) certified by Uptime Institute as Accredited Tier Designer (ATD). At least one ATD foil shall be submitted with the solution proposal.
- Specific OFCI Requirements
 - ü Participants shall be manufacturers of **Prefabricated LV Modules** that are outdoor Power Solutions for Data Centers integrating LVS, UPS, Lithium Batteries, Cooling and auxiliaries. The prefabricated LV module manufacturer shall have a minimum of 5 years of experience in the manufacture and testing of prefabricated LV module for Data Center applications. A reference list of installed prefabricated LV modules in Data Centers shall be supplied with the RFI.

- ü Participants shall be manufacturers of **Prefabricated MV Modules** that are outdoor Power Solutions for Data Centers integrating RMU, Transformer, Cooling and auxiliaries. The prefabricated MV module manufacturer shall have a minimum of 5 years of experience in the manufacture and testing of prefabricated modules for Data Center applications. A reference list of installed prefabricated modules in Data Centers shall be supplied with the RFI.
- ü Participants shall be manufacturers of **Prefabricated Gensets** that are outdoor Critical Power Solutions for Data Centers. The manufacturer shall have a minimum of 5 years of experience in the manufacture and testing of prefabricated gensets for Data Center applications. A reference list of installed gensets in Data Centers shall be supplied with the RFI.
- ü Participants shall be manufacturers of **Critical Cooling Solutions** for Data Centers. The manufacturer shall have minimum of 5 years of experience in the manufacture and testing of critical cooling solutions for Data Center applications. It is allowed for a manufacturer to provide a specific part of the critical cooling solution e.g., provide Fan Wall Units without supplying chillers etc. A reference list of installed critical cooling solutions in Data Centers shall be supplied with the RFI.

In addition to the former, PPC is highly interested, in order to avoid delays in procurement of long lead items related to the OFCI scope, such as:

- Prefabricated LV Modules
- Prefabricated MV Modules
- Fan Wall Units
- Air-cooled Chillers
- CDU
- Adiabatic Dry Coolers
- Transportation to Site - DDP
- Mandatory Supervision, Installation, Commissioning, Training and other Services by participants
- Provision of critical spare parts

Any information disclosed to PPC by any participant 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 evaluation of potential Technology Providers for the OFCI scope required by PPC
- Assessment of the technical and financial capacity of potential Technology Providers.

4 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 types of equipment), 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 or www.marketsite.gr. Registration does not incur any costs for those interested.

Necessary condition for participation of any interested party is 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 2nd of February 2026 and a closing date and time of submission on the 28th 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:

- Technical data of the offered solution or product.
- 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.
- Their reference list for successfully commercially delivered projects up to December 2025.

5 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


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Email: l.tsiaousi@ppcgroup.com


Procurement		New Generation Activities Procurement Department			
Market Consultation Invitation - RFI (Request for Information) NGAPD-3004					
Critical MEP Equipment for the Colocation Hybrid Data Centre at the Aghios Demetrios Power Plant, Kozani – Greece.					
		To be filled in	Units, type of response	Comment	
Financial					
Company Turnover 2025			Euro	* Company to attach to this questionnaire the last three available audited financial statements.	
Company Turnover 2024			Euro		
Company Turnover 2023			Euro		
Company Turnover 2022			Euro	If 2025 data is yet unavailable	
QA system					
ISO 9001			yes/no	* Company to attach to this questionnaire the relevant certificate	
ISO 18001			yes/no	* Company to attach to this questionnaire the relevant certificate	
ISO 45001			yes/no	* Company to attach to this questionnaire the relevant certificate	
References					
Reference units of Equipment of the Manufacturer in operation for Data Centers			Provide reference list	* referring only to type of equipment intended to be offered for the present project	
Scope of supply/services					
Critical Power Systems					
Prefabricated LV Modules			yes/no	*Prefabricated Module provided by Single Manufacturer	
Prefabricated MV Modules			yes/no	*Manufacturer can provide single equipment type or complete MV solution	
Prefabricated Generators			yes/no	*Prefabricated Genset provided by Single Manufacturer	
Critical Cooling Systems					
Cloud Data Center (DC) Cooling					
CRAH/Fan Wall Units			yes/no	*Manufacturer can provide single equipment type or complete cooling solution	
Air-Cooled Chillers			yes/no	*Manufacturer can provide single equipment type or complete cooling solution	
AI Data Center (DC) Cooling					
CDU			yes/no	*Manufacturer can provide single equipment type or complete cooling solution	


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		To be filled in	Units, type of response	Comment	
Adiabatic Dry Coolers			yes/no	*Manufacturer can provide single equipment type or complete cooling solution	
Services					
Installation/erection of the above			advisory services/ installation / erection / supervision services available in Greece	*Manufacturer can provide description of mandatory services for installation and commissioning of the equipment	
Warrant/Commisioning/ set in operation			Supervision services available in Greece	*Manufacturer can provide description of services	


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PREFABRICATED LV MODULE				
	Requirement	Units, type of response		
PREFABRICATED MODULE: CONTAINER				
Prefab Module	To be filled by Manufacturer	name of model & Manufacturer; Same manufacturer for prefab module and UPS attach standard documentation reference stating unified Manufacturer Solution		
Site location	Aghios Demetrios Power Plant in Kozani			
Deployment	Outdoor	Requirement		
Operating Ambient Temperature	-20...+45 C or as per ASHAE climatic design condition 2021 for n= 20 year or based on local environmnet consitions for 20 years extreme	Whichever is more stringent		
Maintenance channel Illuminance	To be filled by Manufacturer	Lux level		
Seismic Zone Performance	To be filled by Manufacturer	Zone		
Protection level of entire system	To be filled by Manufacturer	Manufacturer to provide their Ingress Protection Level - IP		
Color	To be filled by Manufacturer	RAL		
Corrosion Protection (outdoor)	To be filled by Manufacturer	Tested as per ISO 12944-6 or equivalent (e.g. C4)		
Fire Resistance	To be filled by Manufacturer	Provide fire resistance/rating of prefab module incl. fire resistance of roof, walls, doors, floor in minutes (min).		
Indoor Flooring	To be filled by Manufacturer	No raised floor, raised floor		
Maximum Dimensions Length x Width x Height	To be filled by Manufacturer	mm		
Maximum Weight (tons)	To be filled by Manufacturer	tons		
Room Partition	To be filled by Manufacturer	Single room module with batteries in the same room, separate battery room		
Earthing	To be filled by Manufacturer	TN-S, TN-C-S		
PE	To be filled by Manufacturer	Module earth bar and external connections		
Main Distribution Board (MDB)	To be filled by Manufacturer	Incomer Amps range		
SMDB-UPS-MECH	To be filled by Manufacturer	Incomer Amps range		
UPS IT	To be filled by Manufacturer	MVA, Provide the typical UPS output ranges in MVA and the configuration of parallel UPS e.g 2,4MVA=2x1,2MVA UPS) for critical IT loads		
UPS Mechanical	To be filled by Manufacturer	MVA, Provide the typical UPS output ranges in MVA and the configuration of parallel UPS e.g 300MVA=1x300MVA UPS) for critical mechanical loads		
Module internal Cooling Technology	To be filled by Manufacturer	Direct Expansion (DX), Fans. Prefab module supported cooling type configurations such as DX, Fans etc.to be listed		
AC Unit Capacity	To be filled by Manufacturer	Rated KW per AC unit		
AC Unit Redundancy	To be filled by Manufacturer	N, N+1		
Module internal Cooling Typical Flow Distribution	To be provided by Manufacturer	Typical Prefab Module CFD view to understand the cooling flow inside the module (e.g. separated cold/hot air or mixed in the same room etc.)		
Internal Equipment Access and Maintenance Space	To be filled by Manufacturer	Front access and front maintenance		
In - outgoing feeders	To be filled by Manufacturer	Busbars and/or cables		
Cable/busbars entry/exit	To be filled by Manufacturer	From Top or Bottom		
Interconnection between MDB & UPS	To be filled by Manufacturer	Busbars/Cables		
Lithium Battery Technology	To be filled by Manufacturer	LFP, NMC etc.		
Lithium Ion Battery Autonomy	To be filled by Manufacturer	min		
Lead time DDP	To be filled by Manufacturer	Estimated weeks		
Technical Datasheet	To be provided by Manufacturer	Standard Product/Solution Series Datasheet		
Product/Solution Description	To be provided by Manufacturer	Standard Product/Solution Series Description		
References				
Reference units of Prefabricated LVS+UPS Modules in operation for Data Centers	To be provided by Manufacturer			
Europe in last 5 years		number of units		
Rest of the world in last 5 years		number of units		
LVS: MDB				
Typical Input	To be filled by Manufacturer	Amps range		
Form of Seperation	Form 4b type 6	Requirement		
Power Metering	To be filled by Manufacturer	Propose Power Meters for Input and Output and Level of Meters for each function		
Short-circuit rating	To be filled by Manufacturer	kA/1sec, subject to calculations		
IP of Switchgear	To be filled by Manufacturer	IPxx		
UPS External Maintenance Bypass	Yes	Requirement		
Interlock arrangement for UPS/External Maintenance Bypass	To be filled by Manufacturer	E.g. Castel key		
UPS load Bank breaker	Yes	Requirement		
Load bank Connection Panel	To be filled by Manufacturer	E.g. Camlock or equivalent connections for mobile load bank		
UPS				
UPS Technology	Modular online double conversion transformeless UPS	Requirement		
Modular UPS	Hot-Swappable Power Modules	Requirement		
UPS Power Module Step	To be provided by Manufacturer	kVA per Power Module within modular UPS frame		
External Maintenance Bypass	Yes	Requirement		
UPS Integrated Swicthes	To be provided by Manufacturer	Input/output/bypass/external bypass switches part of UPS		
AUXILIARIES				
Fire System	To be filled by Manufacturer	Define supported room level fire systems		
Fire System Special Considerations for Lithium Batteries	To be filled by Manufacturer	Provide proposal suitable for Lithium Batteries		
Emergency lighting	To be filled by Manufacturer	Required		
Access Control	To be filled by Manufacturer	E.g. exit door panic pushbar, mechanical door lock and door stopper etc.		
EPMS Integration	To be filled by Manufacturer	Protocols		
Testing & Commissioning				
Factory Witness Test (FWT) for First of a Kind (FOK) at Manufacturer Location based on detailed protocol - L1	To be provided by Manufacturer	Submit Standard Manufacturer FWT standard procedure		
Factory Acceptance Test (FAT) for Rest of a Kind based on standard factory test protocol	To be provided by Manufacturer	Submit Standard Manufacturer standard factory acceptance procedure		
Site Acceptance and Commisioning Procedure L2-L4	To be provided by Manufacturer	Submit Standard Manufacturer standard acceptance & site commissioning procedure (per equipment) and which are mandatory to be offered by Manufacturer		


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Critical MEP Equipment for the Colocation Hybrid Data Centre at the Aghios Demetrios Power Plant, Kozani – Greece.			
Prefab MV Modules			
Site location	Aghios Demetrios Power Plant in Kozani		
Deployment	Outdoor	Requirement	
Topology	MV rings with RMU and step down transformers	Manufacturer to advise on typical ring topology	
MV/LV Transformers - Tx			
Equipment	To be filled by Manufacturer	name of model; name of manufacturer	
Operating Ambient Temperature	-20...+45 C or as per ASHAE climatic design condition 2021 for n= 20 year or based on local environmnet consitions for 20 years extreme	whatever is more stringent	
Seismic Performance	Site Location or better		
Type	To be filled by Manufacturer	Dry type / Oil Type	
Cooling	To be filled by Manufacturer	AN, ONAN	
Capacity	To be filled by Manufacturer	MVA range	
Enviromental, climatic and fire classes	To be filled by Manufacturer	E,C,F	
Ingress Protection	To be filled by Manufacturer		
Color	To be filled by Manufacturer	IP-value	
Arrangement	Delta-Star	Requirement	
Vector symbol (HV/LV)	Dyn11	Requirement	
Purpose	Step down	Requirement	
Off-load Tap Changer	To be filled by Manufacturer	Define +/- %	
Load k-factor	To be filled by Manufacturer	K-value (e.g. K1-3)	
Winding Material MV/LV	To be filled by Manufacturer	Copper/Aluminium	
Temperature Monitoring for winding and cable terminations	To be filled by Manufacturer	Provide proposal	
Interconnection between Tx and MDB in Prefab LV Module	To be filled by Manufacturer	Cables/Busbars	
Transformer Impedance (IEC 60076-5)	To be filled by Manufacturer	% value (e.g. 5%-12% etc.)	
Length x Width x Height	To be filled by Manufacturer	mm	
Maximum Weight	To be filled by Manufacturer	tons	
Earthing	To be filled by Manufacturer	TN-S,TN-C-S	
Lead time DDP	To be filled by Manufacturer	Estimated weeks	
EPMS Integration	To be filled by Manufacturer	Supervision for integration of singals to EPMS	
Technical Datasheet	To be provided by Manufacturer	Standard Product/Solution Series Datasheet	
Product/Solution Description	To be provided by Manufacturer	Standard Product/Solution Series Description	
RMU			
Equipment	To be filled by Manufacturer	name of model; name of manufacturer	
Current Rating	To be filled by Manufacturer	Amps	
GIS	Non-SF6 Gas Technology	Requirement	
Fault Withstand Current	To be filled by Manufacturer	kA/sec	
Internal Arc Classification	To be filled by Manufacturer	AFLR etc.	
Internal arc maximum Value	To be filled by Manufacturer	kA for 3 sec	
External enclosure IP	To be filled by Manufacturer	IP-value	
Control Breakers	To be filled by Manufacturer	Remote/Local	
MV cable Entry/Exit	To be filled by Manufacturer	Bottom etc.	
Control Voltage and Control Back up	To be filled by Manufacturer	110VDC with BTU, 230AAC with UPS supply etc.Proposal for multiple RMU in a ring and multiple rings in the Data Center	
Breakers/Switches	To be filled by Manufacturer	Feeder Control Units/Load Breaker Switches Provide Proposal	
Protection Relay Functions	To be filled by Manufacturer	Manufacturer to advise	
CT	To be filled by Manufacturer	Manufacturer to advise	
VT	To be filled by Manufacturer	Manufacturer to advise	
Lead time DDP	To be filled by Manufacturer	Estimated weeks	
EPMS Integration	To be filled by Manufacturer	Supervision for integration of singals to EPMS	
Technical Datasheet	To be provided by Manufacturer	Standard Product/Solution Series Datasheet	
Product/Solution Description	To be provided by Manufacturer	Standard Product/Solution Series Description	


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Enclosure or Module					
Outdoor Enclosure	To be filled by Manufacturer	In case equipment is not suitable for outdoor use (e.g. dry-type transformer etc.), MV Module enclosure is required and shall be provided. Provide proposal.			
Define scope of prefab Enclosure	To be filled by Manufacturer	RMU / Tx Enclosures			
Maintenance channel Illuminance	To be filled by Manufacturer	Lux level			
Seismic Zone Performance	To be filled by Manufacturer	Zone			
Protection level of entire system	To be filled by Manufacturer	Manufacturer to provide their Ingress Protection Level - IP			
Color	To be filled by Manufacturer	RAL			
Corrosion Protection (outdoor)	To be filled by Manufacturer	Tested as per ISO 12944-6 or equivalent (e.g. C4)			
Fire Resistance	To be filled by Manufacturer	Provide fire resistance/rating of prefab module incl. fire resistance of roof, walls, doors, floor in minutes (min).			
Indoor Flooring	To be filled by Manufacturer	No raised floor, raised floor			
Maximum Dimensions Length x Width x Height	To be filled by Manufacturer	mm			
Maximum Weight (tons)	To be filled by Manufacturer	tons			
Room Partition	To be filled by Manufacturer	Single room module with batteries in the same room, separate battery room			
PE	To be filled by Manufacturer	Module earth bar and external connections			
Module internal Cooling Technology	To be filled by Manufacturer	Direct Expansion (DX), Chilled Water (CW), Fan. Prefab module supported cooling type configurations such as DX, Chilled Water, extraction fan etc.to be listed			
CRAC/CRAH Capacity	To be filled by Manufacturer	Rated KW per CRAC/CRAH			
CRAC/CRAH Redundancy	To be filled by Manufacturer	N+1			
Fire System	To be filled by Manufacturer	Define supported room level fire systems			
Emergency lighting	To be filled by Manufacturer	Required			
Access Control	To be filled by Manufacturer	E.g. exit door panic pushbar, mechanical door lock and door stopper etc.			
Lead time DDP	To be filled by Manufacturer	Estimated weeks			
EPMS Integration	To be filled by Manufacturer	Supervision for integration of singals to EPMS			
Technical Datasheet	To be provided by Manufacturer	Standard Product/Solution Series Datasheet			
Product/Solution Description	To be provided by Manufacturer	Standard Product/Solution Series Description			
Testing & Commissioning					
Factory Witness Test (FWT) for First of a Kind (FOK) at Manufacturer Location based on detailed protocol - L1	To be provided by Manufacturer	Submit Standard Manufacturer FWT standard procedure (per equipment and per module)			
Factory Acceptance Test (FAT) for Rest of a Kind based on standard factory test protocol	To be provided by Manufacturer	Submit Standard Manufacturer standard factory acceptance procedure (per equipment and per enclosure)			
Site Acceptance and Commisioning Procedure L2-L4	To be provided by Manufacturer	Submit Standard Manufacturer standard acceptance & site commissioning procedure (per equipment) and which are mandatory to be offered by Manufacturer			


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Prefabricated Generators - On Premise - Emergency Back-up					
Site location	Aghios Demetrios Power Plant in Kozani				
Deployment	Outdoor		Requirement		
Equipment	To be filled by Manufacturer		name of model; name of manufacturer		
Deployment	Outdoor		Requirement		
Operating Ambient Temperature	-20...+45 C or as per ASHAE climatic design condition 2021 for n= 20 year or based on local environmnet consitions for 20 years extreme		whatever is more stringent		
Seismic Zone Performance	To be filled by Manufacturer		Zone for Site Location or better		
Uptime Institute Tier Level	Tier 3		Requirement		
Rating	DCC rating		Requirement		
Purpose	Onsite back up power in case of power outage		Requirement		
Fuel	To be filled by Manufacturer		Manufacturer to advise on fuel type		
Fuel System and Autonomy	To be filled by Manufacturer		Manufacturer to advise on onsite fuel storage for Tier 3 Uptime, EN50600/ISO/IEC22237 Class 3 requirements, fuel lines, filtration, polishing, leak detection, day tanks		
Fuel Polishing	To be filled by Manufacturer		Manufacturer to advise		
Design Topology and arrangement for complete Data Center Back up	To be filled by Manufacturer		Manufacurer to advise a tolopology solution for 300MWrr Data Center genset power solution. E.G. Parallel MV gensets or LV Distributed Redundancy etc. Provide as basic schematic for Tier 3 solution including proposed redundancy		
Type	To be filled by Manufacturer		Manufacturer to Advise Open Type or Containerized genset		
Cooling	To be filled by Manufacturer		Manufacturer to advise		
Capacity	To be filled by Manufacturer		DDC MW rating		
Min stable load	To be filled by Manufacturer		MW		
Ingress Protection	To be filled by Manufacturer		IP		
Color	To be filled by Manufacturer		RAL		
Engine Performance	To be filled by Manufacturer		value in sec to take over 100% load		
Start-up time (max)	To be filled by Manufacturer		value in sec		
Full load time (max)	To be filled by Manufacturer		value in sec to take over 100% load		
Additional requirements for startup at lower ambient temperature (down to -20 °C)	To be filled by Manufacturer		Manufacturer to advise		
Total Gross Heat rate at nominal load	To be filled by Manufacturer		GJ/MWh		
Total Gross electrical eff. at nominal load	To be filled by Manufacturer		%		
Heat rate at 50% of nominal load	To be filled by Manufacturer		GJ/MWh		
Gross electrical eff. at at 50% of nominal load	To be filled by Manufacturer		%		
Ramp up	To be filled by Manufacturer		MW/min		
Ramp down	To be filled by Manufacturer		MW/min		
Short circuit	To be filled by Manufacturer		Manufacturer to provide typical short circuit decrement curves		
Frequency Recovery time	To be filled by Manufacturer		Maximum sec		
Frequency Stability (steady)	To be filled by Manufacturer		value +/- %		
Frequency Stability (transient)	To be filled by Manufacturer		value +/- %		
Voltage Regulation (steady)	To be filled by Manufacturer		value +/- %		
Voltage Regulation (transient)	To be filled by Manufacturer		value +/- %		
Noise level and compliance with requirements	To be filled by Manufacturer		dB level and Manufacturer to advise on accoustic enclosure and exhaust silencing		
Emissions and compliance with requirements	To be filled by Manufacturer		Manufacturer to advise, EU standards compliance (EU Stage V (EU), and ISO 8178)		
Cooling	To be filled by Manufacturer		Manufacturer to adviserelated genset cooling but not limited to Radiator, coolant temperature control, airflow management, cooling medium		
Fire System & Ventilation	To be filled by Manufacturer		Manufacturer to advise		
Control & Monitoring	To be filled by Manufacturer		Manufacturer to advise		
Fuel System and Autonomy	To be filled by Manufacturer		Onsite fuel storage for Tier 3 Uptime, EN50600/ISO/IEC22237 Class 3 requirements, fuel lines, filtration, polishing, leak detection, day tanks		
Fuel Polishing	To be filled by Manufacturer		Manufacturer to advise		
Length x Width x Height	To be filled by Manufacturer		mm		
Maximum Weight	To be filled by Manufacturer		tons		
Lead time DDP	To be filled by Manufacturer		Estimated weeks		
EPMS Integration	To be filled by Manufacturer		Supervision for integration of singals to EPMS		
Technical Datasheet	To be provided by Manufacturer		Standard Product/Solution Series Datasheet		
Product/Solution Description	To be provided by Manufacturer		Standard Product/Solution Series Description		
Enclosure or Module					
Outdoor Enclosure	To be filled by Manufacturer		For Containerized genesets		
Protection level of entire system	To be filled by Manufacturer		Manufacturer to provide their Ingress Protection Level - IP		
Color	To be filled by Manufacturer		RAL		
Corrosion Protection (outdoor)	To be filled by Manufacturer		Tested as per ISO 12944-6 or equivalent (e.g. C4)		
Fire Resistance	To be filled by Manufacturer		Provide fire resistance/rating of prefab module incl. fire resistance of roof, walls, doors, floor in minutes (min).		
Maximum Dimensions Length x Width x Height	To be filled by Manufacturer		mm		
Maximum Weight (tons)	To be filled by Manufacturer		tons		
Cooling System	To be filled by Manufacturer		Manufacturer to provide information for cooling design, capacity and redundancy		
Fire System	To be filled by Manufacturer		Define supported room level fire systems		
Access Control	To be filled by Manufacturer		E.g. exit door panic pushbar, mechanical door lock and door stopper etc.		
EPMS Integration	To be filled by Manufacturer		Supervision for integration of singals to EPMS		

Procurement		New Generation Activities Procurement Department		
Market Consultation Invitation - RFI (Request for Information) NGAPD-3004				
Critical MEP Equipment for the Colocation Hybrid Data Centre at the Aghios Demetrios Power Plant, Kozani – Greece.				
Technical Datasheet	To be provided by Manufacturer	Standard Product/Solution Series Datasheet		
Product/Solution Description	To be provided by Manufacturer	Standard Product/Solution Series Description		
Testing & Commissioning				
Factory Witness Test (FWT) for First of a Kind (FOK) at Manufacturer Location based on detailed protocol - L1	To be provided by Manufacturer	Submit Standard Manufacturer FWT standard procedure		
Factory Acceptance Test (FAT) for Rest of a Kind based on standard factory test protocol	To be provided by Manufacturer	Submit Standard Manufacturer standard factory acceptance procedure		
Site Acceptance and Commisioning Procedure L2-L4	To be provided by Manufacturer	Submit Standard Manufacturer standard acceptance & site commissioning procedure (per equipment) and which are mandatory to be offered by Manufacturer		

Procurement		New Generation Activities Procurement Department			
Market Consultation Invitation - RFI (Request for Information) NGAPD-3004					
Critical MEP Equipment for the Colocation Hybrid Data Centre at the Aghios Demetrios Power Plant, Kozani – Greece.					
Cloud DC Cooling					
Site location		Aghios Demetrios Power Plant in Kozani			
FWU					
Equipment	To be filled by Manufacturer		name of model; name of Manufacturer		
Deployment	Indoor in Data Hall				
Type of CRAH Unit for Hyperscale Data Center	Fan Wall Units (FWU)		Requirement		
Cooling medium	High Temperature Chilled Water		Requirement		
Design Modularity	Modular		Requirement		
Cooling Capacity	To be filled by Manufacturer		Rated KW range		
Air flow Directions	Horizontal		No raised floor		
Quantity of Fans	To be filled by Manufacturer		number		
Supply Water temperature	To be filled by Manufacturer		C		
Return Water temperature	To be filled by Manufacturer		C		
Fan Type	To be filled by Manufacturer		EC Fans		
Full Load THDi	To be filled by Manufacturer		< value %		
Power factor	To be filled by Manufacturer		value		
Dual/Single Power Supply	To be filled by Manufacturer		In case of dual power supply define typical automatic transfer time or cooling interruption during power switch		
Equipment Communication Protocols	To be filled by Manufacturer				
Air flow rate	To be filled by Manufacturer		m3/h		
Power Supply	To be filled by Manufacturer		V/Ph/Hz		
Rated Power	To be filled by Manufacturer		KW		
Air Filter Class	To be filled by Manufacturer				
Dimensions Length x Width x Height	To be filled by Manufacturer		mm		
Weight	To be filled by Manufacturer		kg		
Lead time DDP	To be filled by Manufacturer		Estimated weeks		
EPMS Integration	To be filled by Manufacturer		Supervision for integration of singals to EPMS		
Technical Datasheet	To be provided by Manufacturer		Standard Product/Solution Series Datasheet		
Product/Solution Description	To be provided by Manufacturer		Standard Product/Solution Series Description		
Air-cooled Chillers					
Equipment	To be filled by Manufacturer		name of model; name of Manufacturer		
Deployment	Outdoor		Requirement		
Operating Ambient Temperature	-20...+45 C or as per ASHAE climatic design condition 2021 for n= 20 year or based on local environmnet consitions for 20 years extreme		whatever is more stringent		
Color	To be filled by Manufacturer		RAL		
Type of Chiller for Hyperscale Data Center	Air-cooled Chiller		Requirement		
Free Cooling	To be filled by Manufacturer				
Cooling Operation Supported	To be filled by Manufacturer		Hybrid etc.		
Topology	Concurrently Maintenance Ring N+1		Manufacturer to advise on alternatives		
Cooling medium	To be filled by Manufacturer		Provide antifreeze chilled water mixture		
Variable Speed Drive Chiller	Yes		Requirement		
Cooling Capacity	To be filled by Manufacturer		Rated KW range		
Refrigerant	To be filled by Manufacturer				
Cooling System & Buffer Tanks for Continuous Cooling	To be filled by Manufacturer		Manufacturer to advise on solution for typical 8-10MW IT DH		
Supply Water temperature	To be filled by Manufacturer		Celsius		
Return Water temperature	To be filled by Manufacturer		Celsius		
Electrical Scheme	To be filled by Manufacturer		Provide single line diagram		
Power Consupion	To be filled by Manufacturer		kW		
Noise levels	To be filled by Manufacturer		dB		
IP Protection	To be filled by Manufacturer		IP value		
Lead time DDP	To be filled by Manufacturer		Estimated weeks		
EPMS Integration	To be filled by Manufacturer		Supervision for integration of singals to EPMS		
Technical Datasheet	To be provided by Manufacturer		Standard Product/Solution Series Datasheet		
Product/Solution Description	To be provided by Manufacturer		Standard Product/Solution Series Description		

Procurement		New Generation Activities Procurement Department		
Market Consultation Invitation - RFI (Request for Information) <u>NGAPD-3004</u>				
Critical MEP Equipment for the Colocation Hybrid Data Centre at the Aghios Demetrios Power Plant, Kozani – Greece.				
Testing & Commissioning				
Factory Witness Test (FWT) for First of a Kind (FOK) at Manufacturer Location based on detailed protocol - L1	To be provided by Manufacturer	Submit Standard Manufacturer FWT standard procedure (per equipment)		
Factory Acceptance Test (FAT) for Rest of a Kind based on standard factory test protocol	To be provided by Manufacturer	Submit Standard Manufacturer standard factory acceptance procedure (per equipment)		
Site Acceptance and Commisioning Procedure L2-L4	To be provided by Manufacturer	Submit Standard Manufacturer standard acceptance & site commissioning procedure (per equipment) and which are mandatory to be offered by Manufacturer		

Procurement		New Generation Activities Procurement Department			
Market Consultation Invitation - RFI (Request for Information) NGAPD-3004					
Critical MEP Equipment for the Colocation Hybrid Data Centre at the Aghios Demetrios Power Plant, Kozani – Greece.					
AI DC Cooling					
Site location		Aghios Demetrios Power Plant in Kozani			
CDU					
Equipment	To be filled by Manufacturer		name of model; name of Manufacturer		
Deployment	Indoor		Manufacturer to advise on installation inside or outside Data Hall		
Type of Coolign Unit	Coolant Distribution Units (CDU)		Requirement		
Design Modularity	Modular		Requirement		
Cooling Capacity	To be filled by Manufacturer		Rated KW range		
Pump type	To be filled by Manufacturer				
Quantity of Water Pumps	To be filled by Manufacturer		number		
Primary Side supply/return liquid rated temperature	To be filled by Manufacturer		C		
Secondary Side supply/return liquid rated temperature	To be filled by Manufacturer		C		
Water Flow on secondary side	To be filled by Manufacturer		L/min		
Available lift on secondary side	To be filled by Manufacturer		kPa		
Primary side liquid medium	To be filled by Manufacturer				
Secondary side liquid medium	To be filled by Manufacturer				
Pipe routing mode	To be filled by Manufacturer		Bottom/top		
Precision of filter on primary side	To be filled by Manufacturer		mesh		
Precision of filter on secondary side	To be filled by Manufacturer		mesh		
Full Load THDi	To be filled by Manufacturer		< value %		
Power factor	To be filled by Manufacturer		value		
Dual/Single Power Supply	To be filled by Manufacturer		In case of dual power supply define typical automatic transfer time or cooling interruption during power switch		
Equipment Communication Protocols	To be filled by Manufacturer				
Power Supply	To be filled by Manufacturer		V/Ph/Hz		
Rated Power	To be filled by Manufacturer		KW range		
Dimensions Length x Width x Height	To be filled by Manufacturer		mm		
Weight	To be filled by Manufacturer		kg		
In Room Level Cooling	To be filled by Manufacturer		Manufacturer to advise on solution for typical AI load Room level cooling (e.g. rear door heat exchangers, In Room Chilled Water Cooling)		
Lead time DDP	To be filled by Manufacturer		Estimated weeks		
EPMS Integration	To be filled by Manufacturer		Supervision for integration of singals to EPMS		
Technical Datasheet	To be provided by Manufacturer		Standard Product/Solution Series Datasheet		
Product/Solution Description	To be provided by Manufacturer		Standard Product/Solution Series Description		
Adiabatic Dry Coolers					
Equipment	To be filled by Manufacturer		name of model; name of Manufacturer		
Deployment	Outdoor		Requirement		
Operating Ambient Temperature	-20...+45 C or as per ASHAE climatic design condition 2021 for n= 20 year or based on local environmnet consitions for 20 years extreme		whatever is more stringent		
Color	To be filled by Manufacturer		RAL		
Type of Chiller for Hyperscale Data Center	Adiabatic Dry Cooler		Requirement		
Free cooling	To be filled by Manufacturer				
Topology	Concurrently Maintenance Ring N+1		Manufacturer to advise on alternatives		
Fluid type	To be filled by Manufacturer				
Flow rate	To be filled by Manufacturer		m3/h		
Cooling Capacity	To be filled by Manufacturer		Rated KW range		
Cooling System & Redundant Water Tanks for Continuous Cooling	To be filled by Manufacturer		Manufacturer to advise on solution for typical 18-20 MW IT DH		
Supply Water temperature	To be filled by Manufacturer		Celsius		
Return Water temperature	To be filled by Manufacturer		Celsius		
Coil presure drop	To be filled by Manufacturer		kPa		
IP Protection	To be filled by Manufacturer		IP value		
Noise levels	To be filled by Manufacturer		dB		
Lead time DDP	To be filled by Manufacturer		Estimated weeks		

Procurement		New Generation Activities Procurement Department		
Market Consultation Invitation - RFI (Request for Information) NGAPD-3004				
Critical MEP Equipment for the Colocation Hybrid Data Centre at the Aghios Demetrios Power Plant, Kozani – Greece.				
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Site Acceptance and Commisioning Procedure L2-L4	To be provided by Manufacturer	Submit Standard Manufacturer standard acceptance & site commissioning procedure (per equipment) and which are mandatory to be offered by Manufacturer		

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 Christodouloupoulou, 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 RFI NGAPD-3004 for the Critical MEP Equipment for the Colocation Hybrid Data Centre at the Aghios Demetrios Power Plant, Kozani – Greece (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, it 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 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 [●]

By: Ms. Georgia Christodouloupoulou

Title: Chief Procurement Officer

By:

Title: