

Market Consultation Invitation – Request for Information (RFI) No. NGAPD-3008

Independent Peer Review Services for PPC Data Center

Main RFI Document

1. Introduction

Public Power Corporation (PPC S.A.), is the leading electricity utility company in Greece, engaged in the generation, transmission, distribution, and supply of electrical energy. The company operates a diverse portfolio of power plants, including renewable energy sources, and plays a key role in the country's energy transition and sustainability efforts. Please, also, visit the following website, for more information on **Capital Raising through Share Capital Increase for the funding of PPC Group's new 2030 Strategic Plan**:

[PPC Strategic Update 2026 -2030](#)

PPC is conducting this Market Consultation Invitation / Request for Information process in order to further assess the market and support the formulation of the requirements for a possible forthcoming procurement procedure for the PPC Data Center at the Agios Dimitrios Power Plant, Kozani, Greece.

The project involves the development of a large-scale Data Center campus at the Agios Dimitrios Power Plant in Kozani, Northern Greece, within the area of a former lignite yard of the existing power station. The first phase of the Data Center Campus is currently envisaged to include multiple data center buildings, with an initial total load of approximately 300MW and potential future expansion up to GW scale. The design and facility are intended to follow Uptime Institute Tier III intent.

PPC has already engaged with a company as local consultant / designer for the current design studies. PPC now intends to engage one or more globally recognized data center consultant companies to provide independent peer review / technical assurance services in relation to:

- the existing RIBA Stage 2 / Concept Design studies; and
- optionally, the future RIBA Stage 3 studies once completed.

The contractual relationship for the peer review services will be directly between PPC and the selected consultant. The selected consultant will not be requested, under this RFI, to perform design services or replace the existing designer.

2. Project Overview

The existing design package has been developed up to RIBA Stage 2 / Concept Design level and includes architectural, structural, MEP, cooling, electrical, fire fighting, security, public health, PUE and WUE documentation, together with relevant drawings and schematics.

The current package includes, indicatively:

- architectural and structural reports;
- MEP general report;
- cooling / HVAC technical report;

- electrical technical report;
- fire fighting / security / public health report;
- PUE and WUE calculations;
- architectural, structural, HVAC and electrical drawings;
- data hall layouts, sections, equipment layouts and single line diagrams.

The peer review consultant will be requested to review the existing documentation, identify gaps, risks, assumptions, inconsistencies and opportunities for optimization, and provide PPC with an independent assessment of the design maturity, suitability and alignment with the applicable project objectives, standards and good international data center practice.

3. Purpose

The main purpose of this RFI is for PPC to identify potential consultant companies that have the capability and capacity to provide independent peer review services for large-scale mission critical / hyperscale / colocation data center projects.

The services under consideration include:

- independent peer review of the existing RIBA Stage 2 design package;
- preparation of a structured peer review report, including findings, comments, risks, gaps and recommendations;
- review of whether the Stage 2 documentation is sufficiently mature to be adopted as the basis for the next design phase;
- review of alignment with the project brief, resilience objectives, Uptime Tier III intent, applicable data center standards and good international practice;
- optional follow-up peer review of the future RIBA Stage 3 design package;
- optional workshop participation and technical clarification support to PPC;
- optional review of responses / close-out actions by the designer.

For avoidance of doubt, this RFI does not concern the appointment of a design consultant to develop or produce the design. It concerns independent technical review and assurance services only.

4. Participants and Requirements

This Market Consultation Invitation / RFI is addressed to internationally recognized consultant companies active in the design, review and technical assurance of large-scale data center projects.

Participants shall demonstrate:

- proven experience in large-scale data center projects, preferably exceeding 150MW IT load;
- experience in peer review, technical due diligence, independent design assurance or owner's technical advisory roles;
- experience with mission critical electrical and mechanical systems;
- experience with hyperscale / colocation / AI / high-density data center environments;
- knowledge of Uptime Institute Tier III requirements or equivalent resilient design principles;
- knowledge of applicable international data center standards, including TIA-942 and/or EN 50600 where relevant;
- capability to review multidisciplinary design packages, including architectural, structural, MEP, fire, security, public health, ICT and site infrastructure interfaces.

5. Market Consultation Scope

The scope of this Market Consultation Invitation / RFI includes:

- market research and evaluation of potential peer review consultants;
- preliminary market mapping of technical and professional capability;
- collection of information regarding relevant experience and reference projects;
- collection of indicative, non-binding budgetary rates and commercial assumptions;
- collection of indicative durations for Stage 2 peer review and optional Stage 3 peer review;
- identification of minimum documentation required by consultants to perform the review;
- identification of typical gaps, constraints, assumptions and risks associated with peer reviewing a RIBA Stage 2 data center package;
- collection of comments on the proposed scope, review process and contractual / commercial assumptions.

The RFI is conducted solely for market consultation and information-gathering purposes. Any information, rates, durations or assumptions provided by participants shall be considered indicative and non-binding.

6. Participation Process

Participants in this RFI process will be required to complete and submit the relevant questionnaire and budgetary rate table, as well as to sign the enclosed NDA. All submitted documents must be signed by an authorized person of the participating company.

The submission of responses 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.

A necessary condition for participation in the RFI process is registration in the System. Upon successful registration, interested parties shall be provided with System Access Codes, so as to download the RFI documents, questionnaire, rate table 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 14 of July 2026 and a closing date and time of submission on the 21 of August 2026 at 15:00 (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.

All documents submitted by Participants must be digitally signed by an authorized representative of the participating company using a valid / verifiable digital signature / digital certificate, unless otherwise expressly accepted by PPC.

7. Information Requested from Participants

Participants are requested to provide, indicatively:

- company profile;
- relevant data center peer review / technical assurance experience;

- relevant design review references for large-scale data center projects;
- proposed review team and key personnel;
- proposed peer review approach at high level;
- minimum documentation required to perform the review;
- comments on the adequacy of the indicative document list;
- indicative duration for Stage 2 peer review;
- indicative duration for optional Stage 3 peer review;
- indicative budgetary rates and pricing assumptions;
- key exclusions, assumptions and dependencies.

8. Non-Binding Nature of the RFI

It is expressly clarified that this invitation to participate in this RFI does not constitute an announcement of a call for tenders, request for quotation, invitation to submit binding offers, prequalification procedure or contract award procedure and does not imply the undertaking of any legal commitment or obligation on the part of either the Participants or PPC.

Participation in this RFI, submission of information, provision of budgetary rates or duration indications, or any communication with PPC in the context of this RFI shall not create any right, expectation or entitlement of any Participant to be invited to, participate in or be awarded any subsequent RFQ, tender, procurement procedure or contract.

PPC reserves the right, at its sole discretion, to further define, modify, supplement, suspend, cancel or not proceed with any potential subsequent procurement procedure, without any liability towards any Participant.

9. No Reimbursement / Costs

Participation in this RFI process shall be at the sole cost and expense of each Participant. PPC shall not bear, reimburse or otherwise be liable for any costs, expenses or losses incurred by any Participant in connection with the preparation or submission of its response, participation in this RFI process, provision of clarifications or additional information, participation in meetings or communications with PPC, or any other activity related to this RFI.

10. Contact Details

Participants may submit clarification requests, questions or other communications in connection with this RFI process exclusively through the cosmoONE platform no later than 3 days prior to the closing date for the electronic submission of responses.

Participants shall indicate the contact details of the person(s) responsible for providing information and/or clarifications in connection with this Market Consultation / RFI.

Information regarding the participation process can be obtained from:

Name: Lydia Tsiaousi

Email: l.tsiaousi@ppcgroup.com

Name: Despoina Veneri

Email: d.veneri@ppcgroup.com

Appendix	Title	Purpose
Appendix A	Peer Review Scope and Deliverables	Defines expected peer review scope and deliverables.
Appendix B	Information Required / Document Checklist	Identifies available, missing and required documents.
Appendix C	Participant Questionnaire	Collects company profile, experience, team, approach and assumptions.
Appendix D	Budgetary Rate Table	Collects non-binding rates and indicative effort.
Appendix E	Scope Boundary / Responsibility Note	Clarifies review role versus design responsibility.
Appendix F	NDA	Confidentiality framework, to be provided by PPC.

Public Power Corporation S.A.

RFI NGAPD-3008 Appendices A, C and E

Independent Peer Review Services for PPC Data Center

Appendix A – Peer Review Scope and Deliverables

1. Objective

The objective of the peer review is to provide PPC with an independent technical assessment of the existing RIBA Stage 2 design package and, optionally, the future RIBA Stage 3 design package.

The peer review consultant shall assess whether the design package is complete, coordinated, technically robust and sufficiently mature for the intended next project steps.

2. Core Peer Review Scope – Existing RIBA Stage 2

The peer review shall include, indicatively:

- review of Client Brief / project requirements, where available;
- review of the data center reference design / design basis, where available;
- review of site due diligence information, where available;
- review of architectural, structural, MEP, fire, security, public health and ICT design documentation;
- review of power and cooling architecture;
- review of redundancy, maintainability and resilience assumptions;
- review of PUE / WUE calculations and assumptions;
- review of Uptime Tier III intent and other applicable standards alignment;
- review of discipline coordination and design interfaces;
- review of Stage 2 documentation gaps and maturity;
- identification of technical risks, assumptions, exclusions and unresolved items;
- recommendations for actions required before or during Stage 3.

3. Optional Peer Review Scope – Future RIBA Stage 3

Following completion of the Stage 3 studies, PPC may request the peer review consultant to perform a follow-up review including:

- review of Stage 3 design development against Stage 2 peer review findings;
- review of comment close-out status;
- review of Stage 3 design maturity and coordination;
- review of major design decisions and changes from Stage 2;
- review of updated calculations, layouts, schematics and specifications;
- review of readiness for procurement / tender preparation, where applicable.

4. Expected Deliverables

The expected deliverables may include:

- document review matrix;
- gap analysis register;
- design review comments register;
- risk and issues register;
- peer review report;

- executive summary for PPC management;
- workshop presentation;
- close-out review matrix, if requested;
- final peer review statement / conclusion.

5. Review Categories

The peer review should classify comments by severity, for example:

- Critical: may affect resilience, safety, compliance, capacity or project viability.
- Major: requires resolution before Stage 3 adoption or further procurement.
- Moderate: requires clarification or refinement during Stage 3.
- Minor: editorial, coordination or documentation improvement.
- Observation: recommendation / good practice comment.

Appendix C – Participant Questionnaire

1. Company Information

1. Legal name of company:
2. Registered address:
3. Country of incorporation:
4. Year of establishment:
5. Number of employees / engineers:
6. Number of offices and geographic presence:
7. Departments and in-house disciplines:
8. Parent company / group, if applicable:
9. Website:
10. Main contact person:
11. Is the participant submitting as single entity, consortium or other arrangement?

2. Relevant Experience

Participants shall provide up to five reference projects relevant to this RFI.

For each project:

- project name;
- client;
- location;
- Value Range;
- IT load / capacity;
- year;
- project status;
- participant's role;
- whether services included peer review / technical assurance;
- design stage reviewed;
- standards / certification basis;
- relevance to PPC project.

3. Peer Review Capability

Participants shall describe their capability in:

- RIBA Stage 2 peer review;
- RIBA Stage 3 peer review;
- data center design assurance (compliance with technical requirements, standards, and operational performance criteria prior to implementation);
- Uptime Tier III / equivalent resilience review;
- electrical systems review;
- mechanical / cooling systems review;
- AI / high-density data halls;
- ICT / telecoms;
- fire and life safety;
- security / TVRA;
- civil / structural / site infrastructure;
- PUE / WUE / sustainability review.

4. Proposed Team

Participants shall provide:

- indicative organization chart;
- key personnel;
- role descriptions;
- CVs of key personnel;
- expected location of delivery team;
- proposed reviewer independence arrangements.

5. Review Approach

Participants shall describe, at high level:

- review methodology;
- comment classification system;
- document control approach;
- expected workshops;
- review duration;
- assumptions;
- information required from PPC;
- limitations if certain documentation is unavailable.

6. Commercial Information

Participants shall complete the budgetary rate table in Appendix D.

7. Declarations

Participants shall confirm:

- they understand the RFI is non-binding;
- they understand PPC is seeking peer review services, not design services;
- they can provide independent review deliverables;
- they accept that the contractual relationship will be with PPC;
- they are willing to sign the NDA;
- submitted information is accurate to the best of their knowledge.

Appendix E – Scope Boundary / Responsibility Note

1. Purpose

This note clarifies the intended boundary of the peer review services.

The consultant engaged by PPC will be responsible for the quality, completeness and professional standard of its peer review deliverables, including findings, comments, recommendations, reports and presentations.

The consultant will not be responsible for producing the design unless separately appointed by PPC under a different scope.

2. Designer of Record

The local consultant/designer appointed by PPC for the current design studies remains responsible for the design documents prepared, unless otherwise agreed by PPC under a separate arrangement.

The peer review consultant's role is to review, comment, challenge, validate and advise PPC on the design documentation provided.

3. No Design Substitution

The peer review consultant shall not be deemed to have taken over design responsibility solely by reviewing the documents or providing comments.

If the peer review consultant proposes alternative solutions or recommendations, such recommendations shall be considered technical advice to PPC. The incorporation of any recommendation into the design shall remain subject to PPC's decision and the designer's formal design responsibility.

4. Reliance

PPC shall be entitled to rely on the peer review deliverables for internal decision-making, project assurance and preparation of future project steps, subject to the terms of any future contract.

5. Optional Future Services

PPC may request the consultant to provide follow-up peer review services for the future Stage 3 studies. Such services may include review of updated documents, close-out of prior comments, review workshops and preparation of an updated peer review report.

Category	Document	Document Analysis	Currently Available by PPC	Required for Review	If Missing, Impact on Review	Participant Comments
DESIGNS/RIBA STAGE 2						
Architectural Package	Site Masterplan		Yes	Yes / No		
	AI & Cloud Halls Plan View-Sections		Yes	Yes / No		
	Site Access & Logistics Plan		No	Yes / No		
	Physical Security Zoning Diagram		No	Yes / No		
	Technical Report Architectural		Yes	Yes / No		
Civil & Structural Package	All levels Module AI Formwork		Yes	Yes / No		
	Site red line boundary plan		Yes	Yes / No		
	Topographical survey		Yes	Yes / No		
	Geotechnical investigation report		Yes	Yes / No		
	Ground contamination report		Yes	Yes / No		
	Stormwater/Civil drainage / below-ground services drawings		No	Yes / No		
	Flood risk assessment		Yes	Yes / No		
Mechanical Systems Package	Technical Report Structural		Yes	Yes / No		
	HVAC Equipment Level 0 Plan View		Yes	Yes / No		
	HVAC Equipment Roof		Yes	Yes / No		
	HVAC Chilled Water Schematic Diagram AI Hall		Yes	Yes / No		
	HVAC Chilled Water Schematic Diagram Cloud Hall		Yes	Yes / No		
	HVAC Equipment Plan Views AI Hall		Yes	Yes / No		
	HVAC Equipment Plan Views Cloud Hall		Yes	Yes / No		
	Sections-Details of AI Halls Mezzanine		Yes	Yes / No		
	Fire Protection Concept		No	Yes / No		
	Mechanical Equipment List (Outline)		No	Yes / No		
	Technical Report MEP Cooling - Air Conditioning		Yes	Yes / No		
Electrical Package	Technical Report MEP General		Yes	Yes / No		
	Electrical Equipment (UPS-Transformers-Power Distribution) Level 0 Plan View		Yes	Yes / No		
	Electrical Equipment (Diesel GEN-Sets) Roof		Yes	Yes / No		
	Electrical Equipment Typical AI - A1 Data Hall SLD Diagram		Yes	Yes / No		
	Electrical Equipment Typical Cloud - A1 Data Hall SLD Diagram		Yes	Yes / No		
	Electrical Equipment Typical AI - A1 Data Hall Level 0 Plan View		Yes	Yes / No		
	Electrical Equipment Typical Cloud - A1 Data Hall Level 0 Plan View		Yes	Yes / No		
	Load Schedule (Concept)		No	Yes / No		
	Generator Strategy		No	Yes / No		
	Battery Strategy		No	Yes / No		
Utilities-ICT-Security-Fire Fighting	Technical Report MEP Electrical		Yes	Yes / No		
	Data Center MEP Specification & Regulations		Yes	Yes / No		
	Technical Report Fire Fighting - Security - Public Health		Yes	Yes / No		
	ICT / telecoms layouts		No	Yes / No		
	Security technology layouts		No	Yes / No		
	Incoming power availability report		Yes	Yes / No		
	Telecoms availability report		No	Yes / No		
	Water availability report		No	Yes / No		
	Stormwater / foul drainage requirements		No	Yes / No		
	Security TVRA		No	Yes / No		
	PUE Calculations		Yes	Yes / No		
Sustainability & HSE	WUE Calculations		Yes	Yes / No		
	Environmental impact assessment		No	Yes / No		
	Acoustic report		No	Yes / No		
	Air quality / emissions report		Yes	Yes / No		
Permits, Regulatory & Compliance	CFD Analysis		Yes	Yes / No		
	Permit Matrix (Greece)		Yes	Yes / No		
	Fire Authority Pre-Consult Record		Yes	Yes / No		
Operational & Commissioning Readiness	Utility Authority Correspondence		Yes	Yes / No		
	Commissioning Strategy Outline		No	Yes / No		
	O&M Strategy Framework		No	Yes / No		

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Appendix D



D1. Indicative Rates				
Role / Grade	Currency	Hourly Rate	Daily Rate	Notes
Partner / Director	EUR			
Project Director	EUR			
Peer Review Lead	EUR			
Data Center Technical Lead	EUR			
Electrical Lead	EUR			
Mechanical / Cooling Lead	EUR			
Architectural Reviewer	EUR			
Structural Reviewer	EUR			
Civil / Site Infrastructure Reviewer	EUR			
Fire / Life Safety Reviewer	EUR			
Security / TVRA Reviewer	EUR			
ICT / Telecoms Reviewer	EUR			
Sustainability / PUE / WUE Reviewer	EUR			
Document Controller / PMO	EUR			
D2. Indicative Effort and Duration				
Work Package	Indicative Duration	Indicative Man-days	Indicative Fee	Assumptions / Exclusions
Mobilization and document familiarization				
Existing Stage 2 document review				
Stage 2 peer review workshops				
Stage 2 peer review report				
Comment close-out review				
Optional Stage 3 peer review				
Optional Stage 3 workshops				
Optional management presentation				
Optional site visit				
Travel and expenses				
D3. Commercial Assumptions				
Rates fixed until				
Applicable taxes				
Travel and accommodation assumptions				
Reimbursable expenses				
Remote / on-site delivery assumptions				
Validity period of rates				
Exclusions				
Dependencies on availability of documents				

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 the RFI NGAPD-3008 regarding the Independent Peer Review Services for the PPC Data Center at the Agios Dimitrios 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, 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 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: