



Today (on the date cited at the end) the following terms were agreed and mutually accepted by EDA HELLENIC GAS DISTRIBUTION COMPANY Single Member S.A. (hereinafter the "Operator") and (see the particulars of the contracting party in the application form) (hereinafter the "Counterparty") having taken into account the provisions of Law 4001/2011 as in force from time to time and the Distribution Network Management Code as in force from time to time:

#### **Article 1 Scope of Natural Gas Connection Agreement**

The scope of this Natural Gas Connection Agreement (hereinafter the Connection Agreement) is:

- a) Implementation of the necessary works (hereinafter the "Project") by the Operator in its capacity as Distribution Network Operator, in order to connect the Counterparty's facilities to the Distribution Network at the Delivery Point, in accordance with the terms hereof and the Property Connection Form, which constitutes an integral part hereof;
- b) Laying down the rights and obligations of the contracting parties during construction and after connection and start of supply relating to issues of access to the Counterparty's Outdoor and Indoor Installations, maintenance, safekeeping, checks and compliance with the safety and operating rules for facilities, and issues of briefing of the contracting parties.

#### **Article 2 Definitions**

The definitions used in the Connection Agreement are those given in Law 4001/2011 as in force, the Distribution Network Management Code (Government Gazette 487/B/2017), the Tariffs Regulations (Government Gazette 3067/B/2016) and the Metering Regulations (Government Gazette 4818/B/2019).

#### **Article 3 Carrying out of Connection Works - Connection**

1. The Project referred to in Article 1(a) above shall be carried out in accordance with the Property Connection Form and the terms of this Connection Agreement.
2. The Operator shall be obliged to complete the Connection within 60 calendar days from signing of the Connection Agreement. The following cases are excluded in accordance with the Distribution Network Management Code:
  - i. Failure by the Counterparty to provide the Operator with the necessary information and/or inability to access its Indoor Installation/the Counterparty's property.
  - ii. If, for reasons beyond the Operator's remit, construction of the Outdoor Installation or supply is hazardous.
  - iii. If a different connection time is agreed between the Counterparty and the Operator.
  - iv. Due to force majeure as outlined in the provisions of Article 8 of the Distribution Network Management Code
  - v. When the Operator has received monthly connection requests over 120% of the average number of requests over the last 2 years.
  - vi. When it is necessary to install an M/R station.
  - vii. When there are technical difficulties such as archaeological finds, there is a need to revise the connection design, there are difficulties in construction under the Counterparty's responsibility, there is a need for special permits or special remediation works.
  - viii. When an extension of the Distribution Network is required.
3. The Project belongs to the Operator and is part of the entire Distribution Network.
4. The Counterparty shall be connected to the Distribution Network in accordance with the provisions of the Distribution Network Management Code, the Distribution Network Tariffs Regulations and the Distribution Network Metering Regulations.

#### **Article 4 Withdrawal**

1. The Counterparty shall be entitled to withdraw from the Connection Agreement by submitting a declaration to the Operator within 5 working days from the date on which it is signed, and may do so free of charge.
2. Where the Counterparty withdraws from the Connection Agreement on grounds not due to the Operator's fault after the elapse of that time period but before the necessary works to construct the Outdoor Installation are carried out, the Operator shall withhold 10% of the Connection Fees where they have been paid or shall charge 10% of the Connection Fees where they have not been paid in advance in accordance with Article 27.3 of the Distribution Network Management Code.

#### **Article 5 Connection Fees / Extension Fees**

The Connection Fees and/or the Extension Fees and the method of payment thereof are set out in the introduction hereto.

#### **Article 6 Guarantee**

1. When signing this Agreement the Operator may require the Counterparty to provide it with an irrevocable guarantee letter or other type of guarantee.
2. Where a guarantee letter is issued, it shall cover 100% of the total cost of the project as a guarantee.
3. The guarantee letter shall expire one day after the contractual delivery time for the Project and shall be returned to the Counterparty one day after acceptance of the Project.
4. The guarantee shall be seized in whole or in part for the benefit of the Operator to satisfy its claim due to late or improper or inability to discharge the obligation to pay the cost of the Project due to the Counterparty's fault.

#### **Article 7 Effective term and amendment of the agreement**

1. The Connection Agreement shall be open-ended and shall take effect from the signing hereof by both contracting parties.
2. The Connection Agreement shall only be amended in writing when the Counterparty changes its identity following a change in ownership of the property.
3. The Counterparty may request that the Connection Agreement be amended where the technical data referred to in the introduction hereto changes.
4. The Operator may propose that the Agreement be amended where the terms of this Agreement change, all of which are considered material.
5. Where an existing Delivery Point is changed, the procedure specified in the Distribution Network Management Code shall be followed.

#### **Article 8 Construction of the project**

1. The Project shall be carried out in accordance with the Property Connection Form which constitutes an integral part of this Connection Agreement. Where a design has been submitted and approved prior to this Agreement being signed, the Project shall be carried out in accordance with the Property Connection Form and no regard shall be had to any existing mapping of the location of the gas meters.
2. Where permits from public authorities are required to build the Outdoor Installation, with the exception of obtaining a permit in cases where required by the Ephorate of Modern Monuments, the Operator shall, without prejudice to the provisions of Article 9(2)(b), proceed with the relevant procedure to obtain the necessary permits and the Project shall be built within the deadlines specified in the Distribution Network Management Code from the date on which the necessary permits are obtained.
3. Where installation of an M/R station is required, the project completion schedule shall be agreed by the Operator and the Counterparty.
4. The Operator shall not be obliged to connect the Delivery Point if:
  - a) the Connection Fees or the Extension Fees are not paid where it has been agreed that they will be paid in advance;
  - b) the Operator is not provided by the Counterparty with the necessary information required and the ability to access the facilities of the Counterparty;
  - c) for reasons outside of the Operator's responsibility, the connection to the new Delivery Point or the supply of natural gas is considered technically non-feasible or dangerous during construction of the Outdoor Installation;
  - d) there are events which constitute force majeure for such time as they last.

#### **Article 9 Carrying out of works**

1. The Project belongs to the Operator and is part of the entire Distribution Network.
2. In addition to the project construction obligations outlined in the Property Connection Form, the Operator:
  - a) shall be obliged to check, maintain, repair and ensure proper operation of the Outdoor Installation and to that end shall, at no cost to the Counterparty, carry out regular checks, maintain and repair and adjust, calibrate and adjust its instruments. Where a request is made by the Counterparty supplied by the Project for an unscheduled inspection, replacement or modification of all or part of the Outdoor Installation, the relevant cost shall be borne by either the Operator or the Counterparty/End Customer in accordance with the provisions of the Metering Regulations;
  - b) shall be obliged to comply in general with all obligations deriving from Law 4001/2011, the Distribution Network Management Code and the Metering Regulations without discrimination;
  - c) may, without prejudice to any contractual or legal right, interrupt the supply, disconnect and dismantle the Outdoor Installation in the cases specified in the provisions of Articles 30 to 35 of the Distribution Network Management Code.
3. The Counterparty expressly and unreservedly declares that:
  - a) It agrees to implement the Project required to connect a property to the Natural Gas Distribution Network as described in the Property Connection Form;



- b) It shall obtain permits from the Ephorate of Modern Monuments in the case where they are required, and any easement required, for any work to pass through the private property of a third party (s) for implementation of the Project by the Operator;
- c) The property and the areas on which the Indoor Installation is located and based were built in accordance with the terms and conditions laid down in the construction permit. These areas shall have the necessary structural adequacy to support and safely operate the gas installation;
- d) It shall ensure that the cupboards or meter protection sockets are built in accordance with the Operator's technical specifications and shall accept the data in the Property Connection Form referred to in this Connection Agreement;
- e) Use of Natural Gas at the Delivery Point must be identical both in this Connection Agreement and in the Indoor Installation design; f) It will use the Natural Gas for the said purposes; g) It shall be responsible for proper and lawful operation of all its facilities and declares that it has taken and maintains all necessary and statutory safety measures to that end; h) It is aware that the tariffs and tax terms applied by the Operator are based on the Distribution Network Management Code and the Tariffs Regulations; i) It took cognisance of and accepts the terms of the Natural Gas Distribution Network Management Manual; j) It undertakes to promptly notify the Operator of any change in the said data at the facility; k) It undertakes to submit the guarantee / letter of guarantee immediately after this agreement is signed, if necessary; l) It shall permit the said personal data and measurement data to be entered in the file maintained by the Operator and expressly consents to the use of that data by affiliated associates of the Operator exclusively for the purposes of informing it about natural gas, the natural gas connection, technical support and dispatch of the relevant documentation and/or correspondence, apart from consumption data. It is aware that it has the right to access the data relating to it and the right to rectify that data; m) It is exclusively responsible for obtaining any permits or authorisations which may be required to build the Indoor Installation in accordance with the relevant legislation and any authorisations and/or decisions of other joint owners relating to use of communal and/or commonly owned areas; n) It is obliged to ensure that gas appliances are installed on the property for which it signs this connection agreement or on a communal area on the same property, ensuring at all times that the Operator has access to the Internal Installation for safety reasons; o) It is obliged to keep a file of the internal gas installation which must be delivered to the End Customer from time to time where the latter is not the same as the Counterparty; p) Inspection of the Internal Installation and the subsequent issuing of a User Licence shall only relate to compliance with the Internal Installation Regulations from time to time at the time of issue and shall not replace or negate in any manner planning, fire fighting or other provisions and regulations relating to the specific property; q) It shall not take any steps to intervene, replace or modify the Outdoor Installation and shall ensure that the area above the underground route remains accessible and free of third party work; r) Construction, conversion or maintenance work on the Internal Installation shall only be done by persons who hold a relevant professional licence in accordance with the relevant legislation and the Technical Regulations. It shall not take any steps to intervene with, replace or modify the Indoor Installation without the Operator first approving the Indoor Installation design which has been prepared for that purpose; s) Where this agreement is concluded by giving the Counterparty a special offer and the Counterparty has not activated its Indoor Installation within the deadline specified in the special offer applicable from time to time, the Operator reserves the right to seek to recover any special benefit provided to the Counterparty and the latter shall be obliged to pay the Operator the amounts it would have paid if the terms of the special offer had not applied. The Counterparty shall be obliged not to make any changes to the existing heating installation or other uses before the natural gas meter is installed and activated by the Operator; t) It undertakes to allow access by representatives of the Operator to the Outdoor and Indoor Installation, including for work to record meter readings, maintenance, compliance with safety rules, inspections and checks, interruptions of supply, disconnection and dismantlement of all or part of the Outdoor Installation; u) It undertakes to allow access to dismantle the Delivery Point in the case where it terminates this Agreement; v) It is obliged to promptly inform the Operator about any change in data and information relating to this agreement, including changes in End Customer particulars (e.g. change in particulars of the owner-lessee, change in central heating operator).
4. Where an M/R station is installed, the Counterparty also expressly and unreservedly declares that:
- a) Where the supply pressure is over 25 mbar it is obliged to insure the entire property, including machinery, meters and other instruments at the M/R Station, staff and third parties, for full compensation for all loss or personal harm, against risks from use of natural gas or fire, explosion, natural events and other risks that may result in extended consequences due to the presence of natural gas at the property and to submit proof of insurance to the Operator;
- b) It shall be obliged to ensure at own expense the continuous supply of electricity and connection to a telephone line to operate the M/R Station and shall bear all municipal charges, water supply costs and all other related costs relating to the area occupied by the M/R Station, including fencing and in general all charges or taxes related to this Agreement;
- c) The property where the M/R Station is located is free of all actual and/or legal defects which could limit unimpeded use of the site by the Operator;
- d) Where any encumbrance is imposed on the property on which the M/R Station is installed, especially in the case of compulsory enforcement thereof, it shall be obliged to notify the expediting creditors and third parties that the equipment located at the M/R Station installation site does not belong to the Counterparty in order for them to refrain from taking any steps against that equipment;
- e) The Counterparty has taken all necessary measures and safety measures specified by law so that all facilities can safely handle any changes in natural gas pressure in the order of 20% of the nominal operating pressure of the Indoor Installation which will be

#### **Article 10 Personal Data**

The Personal Data relating to this Agreement shall be collected and processed by the Operator in accordance with the provisions of General Regulation (EU) 2016/679 and Law 4624/2019 on the protection of natural persons with regard to the processing of personal data and any national legislation issued pursuant to it which goes into more detail.

1. Personal Data (whether special data or not) means any information relating to an identified or identifiable natural person such as their name, surname, ID number, location data or data specific to their physical, physiological, genetic, psychological, economic, cultural or social identity.
2. Personal data shall be collected by the Operator within the geographical areas within its remit. In the context of its powers, the Distribution Network Operator shall undertake to build, maintain, operate, manage and exploit the Network within its remit.
3. The recipient of personal data relating to this Connection Agreement and the Controller shall be the Operator. Moreover, in addition to the Operator, the recipients of the Counterparty's personal data may be:
- A. External associates with whom the Operator enters into contract:
- i) to carry out construction and extension work on the Natural Gas Distribution Network;
- ii) to carry out operations and maintenance and immediate intervention of the Natural Gas Distribution Network;
- iii) to carry out work and provide IT system and computer support services;
- iv) to provide other services (e.g. call centre services, postal services, forwarding of services and surveying services, keeping of records, informing debtors via debt collection firms and/or law firms, security technician services, temping agency services, etc.).
- B. Any competent supervisory, public or judicial authority, where that is required by the legislative framework in force from time to time or by court ruling.
4. The Operator shall process the Counterparty's Personal Data where one of the following conditions is met. In particular where
- a) it has a legitimate interest which justifies processing overall;
- b) processing is necessary to implement the Connection Agreement which has been entered into between the Counterparty and the Operator
- c) it is necessary to comply with an obligation imposed on the Operator by the applicable legislation, national and EU regulations or by a government authority;
- d) it is necessary to safeguard the vital interests of the Counterparty or another person, especially in emergencies which threaten the life, health or safety of the Counterparty or other person;
- e) the Operator is obliged to discharge its duties in the public interest or when exercising the competences assigned to it;
- f) the Operator has obtained the Counterparty's free and express consent in the cases required by the applicable legislation.
5. The purpose of processing personal data relating to this Connection Agreement is to implement this Agreement, including the provision of Main Distribution Activity services, and that of Ancillary Services, in accordance with the provisions of the Natural Gas Distribution Network Management Code. Where the Counterparty's Personal Data needs to be further processed in a manner not related to this Connection Agreement, the Operator shall request the Counterparty's prior consent for such new processing, if such consent is required. Providing personal data for the above purposes is a contractual obligation. Failure to provide such data will affect proper execution of the Connection Agreement or will make it impossible to execute the Agreement.
6. As a natural person whose personal data is collected and processed by the Operator as Controller, the Counterparty has the following rights:
- a) The right to have access to the personal data held by the Operator and to request a copy thereof where they are kept in electronic or digital format;
- b) The right to request that the Operator rectify any personal data if it is found to be inaccurate or outdated;
- c) The right to request that the Operator delete its personal data when it is no longer necessary to keep those data;
- d) The right to withdraw consent to processing at any time at no financial cost. [This right exists only if consent is used as a condition for processing];
- e) The right to request that the Operator provide them with their personal data and, if possible, to send that data directly to another data controller (known as the right to data portability). [This right only applies when processing is based on consent or is necessary to perform a contract with the data subject and in all cases where the controller processes the data automatically];
- f) The right to request a restriction on further processing of their personal data when there is a dispute about the accuracy or processing of such data;
- g) The right to object to the processing of personal data (where applicable). [This right only applies when processing is based on the existence of a legitimate interest (or the performance of a public interest duty in relation to the competences assigned to it), direct advertising and processing for scientific / historical research purposes or for statistical purposes].



Where one of the said rights is exercised by the Counterparty, the Operator shall take all possible steps to satisfy its request within 1 month from receiving it, informing the Counterparty in writing about satisfaction of their request or the reasons which prevent it from exercising or satisfying one or more of the said rights in accordance with the General Data Protection Regulation. Moreover, the Counterparty reserves the right to submit a Complaint to the competent Data Protection Authority.

7. In order for the Counterparty to exercise all their relevant rights, and in particular to submit complaints, questions or any query relating to the processing of their personal data, they may contact the Data Protection Officer (DPO) at the following email address: dpo.gdpr@depanetworks.gr

8. The data referred to in the Agreement shall be kept during such time as this Connection Agreement is in effect, and for such time as is specified in the relevant legislation and the relevant data retention policy implemented by the Operator. After the end of that retention period, that data shall be deleted and/or destroyed. In certain cases, the Counterparty's specific personal data may be retained beyond that time period due to possible legal obligations and/or legitimate interests such as for tax or other legal reasons, and for the safety of the Natural Gas Distribution Network.

9. Upon signing of this Connection Agreement the Counterparty expressly declares that they have been informed about the said processing of their personal data and accepts that the data will be processed by the Operator as set out in detail in the text of the Connection Agreement. Further information about the processing of the Counterparty's personal data may be obtained from the Operator's Privacy Policy at the link <https://www/www.deda.gr>.

10. The Operator declares that it will take all necessary technical and organisational measures so that the rights and freedoms of natural persons whose data may be processed by its employees and/or associates for the purposes of implementing this Connection Agreement are not affected, infringed or put at risk.

11. Where personal data is shared between or jointly processed by the Operator and its associates, both shall undertake to enter into the relevant agreement which is required in accordance with the provisions of General Data Protection Regulation (Regulation (EU) 2016/679).

#### **Article 11 Termination of the Connection Agreement**

1.a) During and after completion of the Project and payment of the Connection Fees specified, the Counterparty may terminate the Connection Agreement at any time and request that the Outdoor Installation be dismantled in accordance with the provisions of the Natural Gas Distribution Network Management Code.

b) Where the Counterparty terminates the Connection Agreement on grounds not due to the Operator's fault after completion of work (installation of a metering device) the Operator shall withhold 100% of the Connection Fees where they have been paid or shall charge 100% of the Connection Fees where they have not been paid in advance. Where a guarantee has been paid in accordance with Article 6 hereof and the Connection Fees or Extension Fees or other debts of the Counterparty deriving from implementation of the Project have not been paid, that guarantee shall be seized by the Operator and shall be offset to the extent that it covers all overdue debts of the Counterparty in accordance with the above. In addition, the Operator may claim the cost of dismantling an Outdoor Installation.

2. The Operator may terminate the Connection Agreement:

a) Where the necessary data and information for carrying out work at the Outdoor Installation is not provided, authorisations and/or easements are not granted in accordance with the provisions of Articles 8 and 9 above.

b) In the case of extraordinary, insurmountable technical problems which make it impossible to build the Connection. In this case any amounts paid by the Counterparty within 90 days of the Operator being notified about the inability to implement the Project and the guarantee letter/guarantee, where it has been seized, shall be returned.

c) Where it is ascertained that the Indoor Installation is not in accordance with the Operator's Regulations and specifications.

d) Where the consideration for construction of the Project is not paid in accordance with the terms of the Connection Agreement.

e) In cases of failure to rectify infringements in accordance with Article 31 of the Distribution Network Management Code and in particular:

(i) In all cases where the Counterparty/End Customer has deliberately caused damage to or tampered with the meter and/or the M/R station or in the case of theft or attempted theft of Natural Gas from the Distribution Network in accordance with the provisions of Article 74 of the Code;

(ii) When natural gas is transferred to third parties without there being any right to do so, or natural gas is consumed for uses other than those stated when the Connection Agreement was signed.

(iii) When the Counterparty/End Customer breaches the safety regulations and due to that breach the Operator cannot ensure the uninterrupted flow of Natural Gas or there is non-contractual consumption of Natural Gas;

(iv) When the free entry of the Operator's employees or its authorised representatives to the relevant premises is impeded, either to take meter readings or to inspect the Indoor and/or Outdoor Installation, and to carry out work which is necessary to modify the Delivery Point in accordance with Article 29 of the Distribution Network Management Code;

(v) Where the indoor installation has not been used for a period of at least 12 consecutive months;

(vi) Where there is no Distribution Network Usage Agreement in effect which includes the Delivery Point.

3. Each of the Parties shall be entitled to terminate this Connection Agreement by means of a written declaration submitted to the counterparty if any Party does not discharge or improperly discharges any obligation deriving from this Connection Agreement and the relevant legislative and regulatory framework.

#### **Article 12 Dispute Resolution**

1. Without prejudice to Article 6 of the Distribution Network Management Code, an amicable settlement shall be sought for any dispute which arises between the Operator and the Counterparty.

2. Where an amicable settlement of the dispute cannot be achieved, the contracting parties hereto may seek recourse to the competent courts to resolve the dispute.

#### **Article 13 Force Majeure**

1. Where a Force Majeure Event occurs, as defined in Article 8 of the Distribution Network Management Code, the Parties shall not be liable for failure to discharge, in whole or in part, their obligations deriving from this Agreement, for such time as that event lasts, including a reasonable time to remedy its consequences. No Force Majeure Event shall release the Counterparty/End Customer from timely payment of its financial obligations to the Operator from operation of the Connection Agreement until such Event occurs.

2. Where a Force Majeure Event occurs, the contracting party which suffered the Event shall be obliged to inform the counterparty within 5 days from the date on which the Event occurred about the occurrence of the Event via the Operator's official means of communication referred to in Article 17 of the Distribution Network Management Code. Failure or delay in making the said notification by the Party affected by the Event shall entail non-acceptance by the other Party of the event as a force majeure event that would justify total or partial non-performance of the Connection Agreement.

3. Where the Force Majeure Event or its effects last more than 30 days or in any event that duration is not foreseeable, the Parties shall re-examine the possibility of continuing the Connection Agreement.

#### **Article 14 Final provisions**

The provisions of the Distribution Network Management Code, the Distribution Network Tariffs Regulations and the Distribution Network Metering Regulations shall apply to any issue not regulated in the Connection Agreement.

IN WITNESS WHEREOF, the Connection Agreement was signed in two (2) counterparts as follows:

enaon EDA HELLENIC GAS DISTRIBUTION COMPANY  
Single Member S.A.

THE COUNTERPARTY

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Francesca Zanninotti