



HELLENIC REPUBLIC

COMMERCIAL & INDUSTRIAL CHAMBER OF THESSALONIKI

DEPARTMENT: REGISTRY/ GENERAL COMMERCIAL REGISTRY Service

Thessaloniki, 09/11/2022

Prot. No.:2773753

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### ANNOUNCEMENT

Of the registration in the General Commercial Registry (GEMI) of details regarding the société anonyme with the company name “**GAS DISTRIBUTION COMPANY THESSALONIKI – THESSALIA SA**”, distinctive title “**EDA THESS**” and **GEMI** registry No. **58356404000**.

On **09/11/2022**, the Minutes dated **01/11/2022** of the Board of Directors of the société anonyme with the company name “**GAS DISTRIBUTION COMPANY THESSALONIKI – THESSALIA SA**”, distinctive title “**EDA THESS**” and **GEMI** registry No. **58356404000** (former S.A.R. 46777/062/B/00/0211), were registered in the General Commercial Register (GEMI) with Entry Number (E.N.) **3222607**. According to said Minutes, the members of the Board of Directors decide the following:

"To confirm the delegation of the powers and authority for the Company's representation to the General Manager of the Company, Mr. Leonidas Bakouras, son of Thomas and Anastasia, Greek citizen, born in Larissa on 22.12.1962, resident of Thessaloniki, 256 Monastiriou and 7 Glinou st, holder of the ID Card No. AA 428077, Taxpayer Identification No. 044474227, 2<sup>nd</sup> Larissa Tax Office, as they have been verbatim approved, listed below:

#### Interpretation

1. In this resolution, “General Manager” means the person appointed, from time to time, as the General Manager of the Company.

#### Powers of the General Manager

2. Without prejudice to paragraph 4 below, the General Manager:

(a) shall be authorized to manage the business of EDA and to proceed to any action requisite to this end, and  
(b) may delegate by written decision any of the General Manager’s functions to any employee or Seconded whose position and authority is appropriate to such delegation.

3. In particular, but without prejudice to the generality of paragraph 2(a) and to paragraph 4, the General Manager may in the name of and on behalf of EDA THESS:

(a) enter into agreements, including:

- (i) Construction Contracts,
- (ii) Contracts providing access to Users of the Distribution Network,
- (iii) Connection contracts
- (iv) Contracts of employment or service provision,

- (b) acquire rights in rem in immovable property (except the immovable property that is part of the Distribution Network),
- (c) enter into any legal proceedings on behalf of the Company, represent it before any authority, public or municipal, before any Court of any jurisdiction and instance, before banks, organizations and third parties, appoint lawyers, bring actions and attend trials on behalf of the Company as a party in a civil action,
- (d) request the provision of Secondees
- (e) file applications for receiving grants from any source,
- (f) enter into contracts for Loan Financing,
- (g) appoint any employee or Secondee to any management office of the Company,
- (h) exercise the rights and powers of the Company in compliance with the legislation in force.

4. the General Manager shall not, except with the specific authorization granted by the Board of Directors or (where required under the Articles) with the approval of the General Assembly:

- (a) proceed to any action, and more specifically enter into any agreement, which - in accordance with the Articles of Association - requires a Qualified Majority vote of the Board of Directors,
- (b) proceed to any action which, in accordance with the Articles of Association, requires the approval of the General Assembly,
- (c) adopt any Annual Budget or Business Plan;
- (d) apply any suggested list of Connection or Distribution Fees, apart from the one provided by the effective regulatory framework,
- (e) incur expenditure which is not Authorized Expenditure,
- (f) enter into any Construction Contract for works that, pursuant to the terms of the Construction Contract, are not expected to be completed by the end of the Contractual Term,
- (g) employ any person other than in accordance with the guidelines established from time to time by the Board of Directors by Qualified Majority Vote, and with the Greek law in force,
- (h) commence any litigation or arbitration against the Shareholders, and
- (i) make a loan to any person or grant any credits, other than those created by commercial debts, in the ordinary course of business.

#### **Obligations of the General Manager**

5. The General Manager shall have the obligations set out below:

- (a) to manage the business of the Company in the optimal possible manner to safeguard that:
  - (i) the Distribution Network is constructed and operates according to the provisions of the Distribution Network Operation Code, the applicable legislation and the technical regulations,
  - (ii) the Company complies with the terms of the License, the Law and any other legal obligation,
  - (iii) the applicable Annual Budget is implemented,
- (b) to prepare and submit draft Annual Budgets and Operating Plans for approval,
- (c) to prepare the Development Program according to the applicable legislation,
- (d) to give all notices, communications and information to RAE or any other person as may be required by or pursuant to the License, and otherwise manage the Relationship of the Company with RAE pursuant to the License and the Distribution Network Operation Code,
- (e) to suggest to the Board of Directors the Connection or Distribution Fees that shall be consistent with the limitations set forth by the applicable regulatory framework,
- (f) to prepare plans and make recommendations to the Board of Directors on financing (by means of share capital increase or loan) as required by the business of the Company,
- (g) to negotiate and enter into contracts subject to paragraphs 4(e) and (f) above,
- (h) to recruit and appoint and, where appropriate, dismiss employees in conformity with the Labor Law of the Hellenic Republic, as required for the continuation of the Company's business.
- (i) to submit to the Chairman of the Board of Directors, not less than one (1) week before the date on which the Board of Directors is convened, a recommended agenda for such meeting; and
- (j) to establish the Company's organization chart and reporting lines for executives

## **Part 2: Decision of the Board of Directors on the key principles for the conclusion of contracts and procurements.**

### **Interpretation**

1. In this Resolution:

(a) two or more contracts between EDA and a third party, whose terms are in any way connected, shall be considered to be a single contract.

### **Establishment of contracting principles**

2. The Company shall only enter into, amend and terminate contracts in accordance with the principles stipulated in paragraph 3, unless otherwise decided by the Board of Directors with Qualified Majority.

3. The principles on the award, amendment and termination of the contracts are established as follows:

(a) The award (and material amendment) of any contract shall be such to ensure to the Company the best possible price and the most favorable terms applicable in the market,

(b) The award, material amendment and early termination (by the Company) of a contract having an initial aggregate value exceeding one million seven hundred thousand Euro (1,700,000 €) shall require the prior approval of the Board of Directors by Qualified Majority Vote.

(c) The award and material amendment of a contract having an initial aggregate value exceeding seven hundred thousand Euro (700.000 €), where the other contracting party is a Shareholder or related to a Shareholder by blood or marriage to the second degree, shall require the prior approval of the Board of Directors by Qualified Majority Vote.

(d) No contract whose total value exceeds one million seven hundred thousand Euro (1.700.000 €) shall be awarded, upon approval by the BoD by qualified majority of five sevenths, unless in accordance with the following procedure:

(i) a list of at least three (3) suitably qualified candidates to be invited to tender for such contract, shall be drawn up,

(ii) a competitive sealed bid tendering process shall be established, and an invitation to prequalification prepared, in accordance with Good Industry Practice for the award of such contract with a view to awarding the contract on the best terms reasonably available, having regard to economic, technical and other relevant objective criteria to be specified in the invitation to tender,

(iii) tenders shall be requested from each of the listed candidates in accordance with such tendering process,

(iv) the contract shall be awarded on the basis of such tenders and on the best terms reasonably available, having regard to economic, technical and other relevant objective criteria, provided that if no tenders are received or if it is reasonably considered that none of the tenders complies with the requirements stipulated in the tendering process or is otherwise suitable for award, the invitation to tender may be abandoned and the procedure recommenced in accordance with these guidelines,

(v) the General Manager shall provide the Board of Directors at intervals of not more than six (6) months with a summary (for all current or awarded tenders) of the tender process, the bids received and the bid selected.

### **Establishment of employment principles**

4. Unless otherwise resolved by Qualified Majority Vote of the Board of Directors, the Company shall not employ or dismiss any employee or require the Secondment of any Seconded except in accordance with the principles established under paragraph 5.

5. The guidelines for the employment and Secondment of personnel are established as follows:

(a) A Seconded shall only be seconded to the Company if no suitably qualified, specialized and experienced person is available for direct employment by the Company.

(b) The terms and conditions of employment by the Company shall comply, as far as possible, with the prevailing terms and conditions of employment in comparable industries for comparable levels of seniority and responsibility in the Hellenic Republic.

(c) Without prejudice to the generality of paragraph (b), the employment of any person on terms more favorable to the employee than any of the terms set out below, shall require the prior approval of the Board by Qualified Majority Vote:

(i) annual salary (including any allowances) for full-time employment or pro rata for part-time employment: a

hundred and twenty seven thousand Euro (127.000 €),

(ii) notice of termination by the Company: Twelve (12) months,

(iii) any compulsory severance payment (in cash or kind) de jure due on termination of employment,

(iv) annual leave for full time employment (or pro rata for part-time employment): [4.4] weeks, namely [22] business days.

(d) Without prejudice to the generality of paragraphs 5(b) and (c) above, in respect of senior management offices (which term includes any person reporting directly to any Director or the General Manager or his deputy):

(i) vacancies shall be advertised in a timely fashion on the company's website and each applicant's curriculum vitae shall be promptly delivered to the Board of Directors,

(ii) a shortlist of at least three (3) suitably qualified candidates shall be drawn up,

(iii) the appointment shall be made only following interview of each of the shortlisted candidates by the General Manager or at least two Directors,

(iv) where it is proposed to dismiss a senior manager, the Board of Directors shall be notified at least fourteen (14) days in advance of such dismissal, together with the reasons for the proposed dismissal.

(e) A grievance and disciplinary procedure for the Company shall be established and implemented in accordance with Good Industry Practice."

**The registration was carried out following a standard check (completeness check) in accordance with Article 3 Point xviii of Law 4919/2022 (OGG A' 71/07.04.2022).**

**The Head of the Directorate of Administrative and Financial Services**

**Christina Dermentzoglou**

**Notification:**

**GAS DISTRIBUTION COMPANY THESSALONIKI – THESSALIA S.A.**

**THESSALONIKI**



EN ISO 9001:2015

The authenticity hereof can be checked on the website:

No.: 01012583

<https://www.businessregistry.gr> – section “Publicity”