

NATURAL GAS CONNECTION CONTRACT

DELIVERY POINT IDEN CUSTOMER CODE CONTRACT NUMBER	ITIFICATION CODE (ΗΚΑΣΠ)	
COUNTERPARTY Full name Address		
Tel. T.I.N. P.R.O		

CLASS:	MUNICIPALITY: SECTOR:
METER TYPE - POWER:	SECTOR.
USAGE:	ISLET CODE:

CONNECTION EXPANS DESCRIPTION QUANTITY FEES FEES (€) (€)	S % V.A.T% AMOUNT
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VAT
TOTAL INC. VAT

Today, on, the Gas Distribution Company Thessaloniki – Thessalia S.A. and have agreed on and mutually accepted the following:

Article 1 Scope of the Natural Gas Connection Contract

The scope of the Natural Gas Connection Contract (hereafter the "Connection Contract") is the following: a) The execution of the required works (hereafter the "Project") by the Gas Distribution Company Thessaloniki-Thessaly S.A. (hereinafter EDA THESS) acting as the Operator of the Distribution Network of Thessaloniki and Thessaly, to connect the facilities of the Counterparty to the Distribution Network, according to the Counterparty's request for Connection, dated, which is an integral part hereof and is attached as Annex 1, with the Distribution Network at the Delivery Point and

b) The establishment of the rights and obligations of the contracting parties following the connection and the onset of supply, regarding access of the Counterparty to the External and Internal Installation, maintenance, safekeeping, checks, compliance with the installation safety and operation regulations, as well as the information of the contracting parties.

Article 2 Execution of Connection Works - Connection

1. The Project of paragraph (a), article 1 above shall be carried out in accordance with the Connection Quote, which is an integral part hereof and is attached as Annex 2

2. EDA THESS shall conclude the Connection within sixty (60) calendar days from the signing of the Connection Contract, subject to the provisions of the Distribution Network Operation Code.

3. The Project is under the ownership of the EDA THESS and it is integrated in its entirety in the Distribution Network of Thessaloniki-Thessaly.

4. The connection of the Counterparty to the Distribution Network is performed according to the provisions of the Distribution Network Operation Code, the Distribution Network Tariff Regulation and the Distribution Network Metering Regulation.

Article 3 Withdrawal

1. The Counterparty has the right to withdraw from the Connection Contract by filing a relevant request to the Operator within five (5) Business Days from the signing date of the Contract, at no charge.

2. In case the Counterparty withdraws from the Connection Contract for reasons that are not due to the Operator's default, after the end of the aforementioned deadline and before the execution of the works necessary for the construction of the External Installation, the Operator withholds 10% of the Connection Fees - if paid already - or charges 10% of the Connection Fees - if not already prepaid.

Article 4 Connection fees

The Connection Fees amount to Euro according to the Table above.

The Connection Fees are paid as follows :....

Article 5 Guarantee

2. The said letter of credit shall expire at least (....) days after the contractual time of the Project's delivery and it shall be returned to the Counterparty(....) days after the delivery of the Project. The performance guarantee is forfeited, in whole or in part, to EDA THESS in satisfaction of its claim, due to the belated or improper fulfilment of the obligation to pay the Project's cost or failure to fulfil the said obligation due to the Counterparty's default.

Article 6 Definitions

The definitions used in the Connection Contract are the ones provided for in L. 4001/2011 as applicable, in the Distribution Network Operation Code, the Tariff Regulation (OGG B'3067/2016) and the Metering Regulation.

Article 7 Contract Duration

1. The Connection Contract is of indefinite term and enters into effect on its signing. The Connection Contract is only amended in writing. The Counterparty can apply for the amendment of the Contract in the following cases:

i) the Counterparty changes, pursuant to a change in the ownership of the property,

ii) the contact info of the Counterpart changes and

iii) the technical components change, as referred to in the introduction hereof.

EDA THESS can suggest the amendment of the Contract in the following cases:

i) the Counterparty changes, pursuant to a change in the ownership of the property, and

ii) the terms of the contract change, all terms being considered fundamental.

2. In case of a Request for modification of the existing Delivery Point, the procedure to be followed is the one prescribed in the Distribution Network Operation Code.

Article 8 Project Construction

1. The Project shall be carried out according to the Property Connection Form which is an integral part of this Contract. In case that special permits by Public Authorities are required for the construction of the External Installation, with the exception of the permit, if applicable, by the Ephorate of Modern Monuments, the Operator, without prejudice to the paragraph 2b of article 9, shall proceed to the relevant procedure to receive the necessary permits and the Project shall be constructed within the deadline provided for by the Distribution Network Operation Code starting from the date of the delivery of the necessary permits. In case it is necessary to install a metering/regulating (M/R) station, the timeframe for the completion of the Project is mutually

In case it is necessary to install a metering/regulating (M/R) station, the timeframe for the completion of the Project is mutually agreed between EDA THESS and the Counterparty

- 2. The Operator may not proceed to the connection of the Delivery Point in the following cases:
- a) the Connection Fees or the Expansion Fees to be prepaid, have not been paid,

THESSALONIKI: 256 Monastiriou & 7 D. Glinou, Menemeni, 546 28, Fax: 2310 546365 THESSALY: 219 Farsalon, Larissa, 413 35, Fax: 2410 582323 CUSTOMER SERVICE CALL CENTER – NEW CONNECTIONS 11 150 (charge according to the pricelist of the telecommunications service provider) b) the Counterparty failed to provide the Operator with the necessary required information or access to the his/her premises, c) the Connection of the new Delivery Point, or the supply of Natural Gas is deemed technically impossible or risky

during the construction of the External Installation, for reasons beyond the Operator's control,

d) events of force majeure have occurred, as detailed in the Service provision Manual.

Article 9 Project Execution

The Counterparty explicitly and unreservedly declares that:

a) He/she agrees with the execution of the Project for the connection of a property to the Natural Gas Distribution Network, as described in the Request for Connection, which is under his/her exclusive ownership (or belongs to him/her by a share of%) and he/she is bound to indicate beforehand the parts of the property that are in the ownership of third parties,

b) He/she shall obtain the permits, if required, by the Ephorate of Modern Monuments, as well as any other easement needed for works entailing passing through the property of third party/ies in the context of the Project's execution by EDA THESS

c) the building has been constructed according to and in compliance with the terms provided for by the building permit,

d) he/she shall proceed to the preparation works needed for the installation of the surface-mounting or flush-mounting meter enclosures, according to the technical specifications of EDA THESS and he/she accepts the data included in the Technical Inspection Form.

e) he/she shall use Natural Gas for the aforementioned purposes,

f) he/she is aware that the tariff and tax terms applied by EDA THESS are based on the Distribution Network Operation Code and the Tariff Regulation,

g) he/she has been notified of and consents to the Terms of the Service Provision Manual,

h) he/she shall notify EDA THESS immediately of any change in the aforementioned components with regard to the installation,

i) he/she shall proceed to the filing of the guarantee / letter of credit, if required, right after the signing hereof. The cases of forfeiture, renewal and completion of the letter of credit are specified in the Service provision Manual,

j) he/she allows the recording of the above-mentioned personal data, as well as of the metering data in the record kept by EDA THESS and explicitly consents to the use of these data by contracting parties of the Operator, solely for his/her information on Natural Gas. Natural Gas Connection, technical support and for the dispatch of relevant documents and correspondence. He/she knows that he/she has the right to access the data concerning him/herself as well the right to correction thereof,

k) The Counterparty is exclusively in charge of issuing permits or approvals that may be potentially requested for the construction of the Internal Installation according to the applicable Law, and to obtain approvals or/and decisions of other co-owners concerning the use of the shared or/and communal facilities,

I) will ensure the completion and start of supply of the Internal Installation after contracting with a Distribution User, within sixty (60) days from the date of completion of the Delivery Point construction by EDA THESS,

m) EDA THESS reserves the right to claim overdue debts in court or extrajudicially. The relevant costs (indicative court costs,

service costs, enforcement costs, lawyers' fees and other related costs) shall be borne by the Counterparty,

n) he/she shall permit access for the performance of the dismantling works at the Delivery Point, in case he/she terminates the Connection Contract.

Article 10 Termination of the Connection Contract

1. a) The project is owned by EDA THESS and it is included in its entirety in the Distribution Network of Thessaloniki-Thessalv.

b) The connection of the Counterparty to the Distribution Network is performed in accordance with the provisions of the Distribution Network Operation Code, the Distribution Network Tariff Regulation and the Distribution Network Metering Regulation

c) EDA THESS may, without prejudice to any contractual or legal right, suspend the supply, disconnect and dismantle the External Installation, in the cases provided for in the provisions of Article 27 in conjunction with the provisions of Article 30 of the Distribution Network Operation Code.

d) The Contractor is obliged to allow the access of EDA representatives to the External and Internal Installation, indicatively for reading recording, maintenance, observance of safety rules, inspection and control, suspension of supply, disconnection and dismantling of part or all of the External Installation.

e) After the completion of the Project and the payment of the stipulated Connection Fees, the Counterparty may terminate the Connection Contract anytime and may request the dismantling of the External Installation according to the provisions of the Natural Gas Distribution Network Operation Code.

2. The Operator may terminate the Connection contract::

a) In case the necessary data and information for the execution of the works of the External installation, the authorizations or/and easements have not been provided according to the provisions of article 5 above.

b) In case of extraordinary insurmountable technical problems that render the construction of the Connection impossible. In this case, potential amounts that have been paid by the Counterparty are refunded within twenty (20) days from the notice of the Operator about the inability to implement the Project.

c) In case of non-payment of the cost for the construction of the Project according to the terms of the Connection Contract.

d) In case the violations stipulated in article 32 of the Distribution Network Operation Code are not lifted, namely:

(i) Where the End Customer has caused damage to or violated the Meter or in case of theft, or attempted theft of Natural Gas from the Distribution Network.

(ii) Where Natural Gas is transferred, without this right being provided for, to third parties or where Natural Gas is consumed for uses other than the ones stated during the conclusion of the Connection Contract.

(iii) Where the End Customer violates the safety regulations and due to this violation, the Operator cannot ensure the uninterrupted flow of Natural Gas.

(iv) Where the free access of the operator's employees or authorized representatives thereof to the relevant spaces either to record the consumption, to inspect the Internal or/and External Installation, or to perform the works that are necessary for the modification of the Delivery Point according to article 31 of the Distribution Network Operation Code is hindered.

Article 11 Personal Data

1. Personal data concerning the connection contract are collected and processed by EDA THESS, according to the provisions of the National and EU legislation governing the protection of personal data, including the General Regulation ((EE) 2016/679 on the protection of individuals against processing of personal data.

2. Personal Data means any information concerning the Counterparty that reveal or may reveal the Counterparty's name, surname, ID number, location data or data specific to the physical, physiological, genetic, psychological, economic, cultural or social identity

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of the individual.

3. Personal Data are collected by EDA THESS within the geographic areas of the Prefecture of Thessaloniki and the Region of Thessaly. In the context of its competencies as Operator of the Distribution Network, EDA THESS assumes the construction, maintenance, operation, management and exploitation of the Network in the said areas.

4. The recipient of the personal data concerning this contract is primarily EDA THESS. Further to the Operator, recipients of the personal data of the Counterparty may be:

A. External Contractors of the Operator:

i) For the construction and extension works of the Natural Gas Distribution Network,

ii) For the operation and maintenance works and the emergency intervention at the Natural Gas Distribution Network, iii) For IT and computer support works and services.

iv) For call center services.

B. Any competent supervisory, public or judicial authority, if so enforced by the applicable legislative framework or by a court ruling.
5. EDA THESS shall process the Personal Data of the Counterparty, under one of the following conditions:

More specifically, if:

a) it has legal interests that justify the processing in full.

b) it is necessary for the execution of the Connection Contract that has been concluded between the Counterparty and EDA THESS.

c) it is necessary for the compliance with an obligation imposed to EDA THESS by the applicable legislation, the National and EU regulations or by a government authority.

d) there are conditions calling for the protection of a material interest of the Counterparty or other person, especially in cases of emergency threatening the life, health, or safety of the Counterparty or of another individual.

e) EDA THESS is called to fulfil its task to serve the public interest or to exercise the competencies assigned to it..

f) EDA THESS has received the free and explicit consent of the Counterparty, as stipulated by the applicable legislation.
6. Processing of the Personal Data concerning the Connection Contract aims at the execution of the Contract, including the provision of services in the context of the Main Distribution Activity, as well as of the ancillary Services, according to the provisions of the Natural Gas Distribution Network Operation Code. In case of further processing of the Counterparty's Personal Data, not related to this Connection Contract, the Operator shall request the prior consent of the Counterparty on the said processing, if applicable. The provision of personal data within the aforementioned context is a contractual obligation and their non-provision shall affect the proper execution of the Connection Contract or shall render its execution impossible.

7. The Counterparty, as a natural person whose Personal Data are collected and processed by EDA THESS acting as the Data Controller, has the following rights:

a) The right to have access to his/her personal data kept by EDA THESS and to ask for a copy if data are kept in an electronic or digital form.

b) The right to ask EDA THESS to correct his/her personal data, if they are found to be inaccurate or obsolete.

c) The right to ask EDA THESS to delete his/her personal data when it is no longer necessary to keep the said data.

d) The right to revoke his/her consent to processing anytime and at no charge. [This right applies only if consent is used as a prerequisite for processing].

e) The right to ask the Operator to provide him/her with his/her personal data and, if possible, to transfer these data directly to another data controller (known as the right to data portability). [This right applies only when processing is based on consent or it is necessary for the execution of a contract concluded with the subject of the data and in every case that the data controller performs automated data processing].

f) The right to request limitation in the further processing of his/her personal data, in case there is a disagreement on the accuracy or the processing of the said data.

g) The right to formulate objections against the processing of personal data (if applicable). [This right applies only when the processing is based on a legal interest (or the fulfilment of a task concerning the public interest regarding the competencies assigned to it), direct advertising and processing for reasons of scientific/historical research or for statistics purposes].

In case of exercise of one of the aforementioned rights on behalf of the Counterparty, the Operator shall take any necessary measure to satisfy his/her request within one (1) month from its reception, informing him/her in writing on the satisfaction of the request or about the reasons that hinder the exercise or the satisfaction of one or more of the aforementioned rights according to the General Data Protection Regulation.

Furthermore, the Counterparty preserves the right to file a Complaint to the competent Data Protection Authority.

8. With regard to the exercise of his/her rights, and especially the submission of complaints or questions concerning the processing of his/her personal data, the Counterparty may contact 2310/584-000, email: <u>DPO@edathess.gr</u> (Data Protection Officer /DPO) 9. The data mentioned in the Contract are kept throughout the effect of the Connection Contract, as well as for the period laid down by the applicable Law and the relevant data retention policy implemented by the Operator. After the end of the retention period, these data shall be deleted or/and destroyed. In some cases, specific personal data of the Counterparty may be retained beyond the said period, due to possible legal obligations or/and legal interests such as tax or other legal reasons as well as for the safety of the Natural Gas Distribution Network.

10. By signing this Connection Contract, the Counterparty explicitly declares that he/she has been informed about the processing of his/her personal data and consents to their processing by the Operator as analytically described in the text of the Connection Contract. The Counterparty can be informed on the processing of his/her personal data by the Confidentiality Policy of the Operator on the following link.....

Article 12 Final Provisions

For any matter not regulated by the Connection Contract, the provisions of the Distribution Network Operation Code, the Distribution Network Tariff Regulation and the Distribution Network Metering Regulation shall apply.

In witness whereof, the Connection Contract is signed in two (2) copies as follows:

THE COUNTERPARTY

GAS DISTRIBUTION COMPANY THESSALONIKI – THESSALIA S.A. (Place, Date)

(Full name - Signature)

PRIVACY STATEMENT - CONSENT

Your Personal Data are collected by EDA THESS, in accordance with the provisions of the General Regulation (EU) 2016/679 for the protection of individuals against the processing of personal data.

Scope of processing

Communication to receive information for statistical reasons on issues concernibg the penetration of natural gas and the safety of Installations. In case of further processing, we will priorly request your consent for this processing.

Recipients

Authorized personnel of EDA THESS. Call center services providers contracted with EDA THESS

Your Rights

As a subject of personal data, you have certain rights. Specifically, you can: a) access and receive a copy of your data upon request, b) require EDA THESS to correct incorrect or incomplete data, delete or stop processing your data, for example when the data are no longer necessary for processing purposes, c) to oppose the processing of your data, where EDA THESS relies on its legal interests as a legal ground for the processing and d) to withdraw your consent for the processing at any time and without any financial burden. [This right only applies if consent is used as a condition for processing].

In case of exercise of one of the above-mentioned rights, EDA THESS will take every possible measure to satisfy your request within one (1) month of receiving it, informing you in writing of the satisfaction of your request or the reasons. preventing you from exercising, or even satisfying, one or more of your above-mentioned rights in accordance with the General Data Protection Regulation Furthermore, we inform you that you have the right to file a Complaint with the competent Personal Data Protection Authority.

To exercise your rights, you can contact us on: 2310 / 584-000 and at the email address: DPO@edathess.gr. (Privacy Policy / DPO) For more information regarding the processing of your personal data, please read the Privacy Policy of EDA THESS at the following link.,....

I declare that I consent to the processing of the data concerning my home address or/and my email address or/and my cell phone number or/and my home number, for my participation to surveys, for statistical reasons, by:

□ phone

□ SMS

🗆 email

Name

Surname	 	
Signature	 	