Annex III

Confidentiality Agreement

This Confidentiality Agreement (**"Agreement"**) is made on [DATE] between:

EnEarth Greece Single Member S.A. a company incorporated under the laws of Greece, having its registered office at [insert address], hereinafter referred to as **"EnEarth Greece"**,

AND

[Insert Name of Interested Party], a company or consortium incorporated under the laws of [insert jurisdiction]/ represented by [insert consortium representative's details], having its registered office at [insert address], hereinafter referred to as the **"Interested Party"**.

WHEREAS:

A. EnEarth Greece is the Operator of the Prinos CO_2 Storage Facility and is conducting a Market Test for the allocation of injection and storage capacity in the Prinos CO_2 Storage Facility (the **"Project"**).

B. The Interested Party wishes to take part in the Stage-1 (Non-Binding Stage) of the Market Test. The Parties may also enter into a Joint Development Agreement for their structured cooperation in connection with the Project.

C. In connection with the Market Test and/or the Joint Development Agreement, the Parties may disclose to each other certain confidential information and wish to establish the terms governing the protection and permitted use of such information.

NOW, THEREFORE, the Parties agree as follows:

1. Purpose

The purpose of this Agreement is to ensure the confidentiality of information disclosed by either Party to the other Party in connection with the Market Test and any exchange of information in the context of the structured cooperation phase between the Parties (the **"Purpose"**). This Agreement sets forth the terms and conditions governing the protection and permitted use of such Confidential Information.

2. Definition of Market Test and Confidential Information

For the purposes of this Agreement, the following terms shall have the meaning set out below, unless the context otherwise requires:

- **"Market Test"** means the structured, transparent and non-discriminatory process conducted by EnEarth Greece, as Storage Operator, for the purpose of assessing demand and allocating injection and storage capacity at the Prinos CO_2 Storage Facility, comprising Stage-1 (Non-Binding Stage) and subsequent Stage 2 (Binding Stage).
- **"Confidential Information"** means any information, in any form or medium (whether written, oral, electronic or otherwise), disclosed by either Party (the **"Disclosing Party"**) to the other Party (the **"Receiving Party"**), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, in connection with the Purpose, including but not limited to:

  i. Technical, commercial and regulatory data, research, and development plans; ii. Business plans, strategies, and financial information;
  iii. Project designs, engineering specifications, technical documentation and reports; iv. Operational data, procedures and methodologies;
  v. Marketing strategies, market assessments and forecasts; vi. Legal documents, contractual materials and regulatory filings; and
  vii. Any other information that is designated as confidential or that should reasonably be understood to be confidential given the nature of the information and the circumstances of its disclosure.

Confidential Information shall also include any analyses, compilations, studies, summaries, notes or other materials prepared by the Receiving Party or its Representatives that contain, reflect or are derived from such Confidential Information.

3. Obligations of the Receiving Party

The Receiving Party shall comply with the following obligations:

i. **Confidentiality**: Keep all Confidential Information strictly confidential, implement appropriate technical and organisational measures to safeguard Confidential Information, and ensure that such Confidential Information is not disclosed to any third party without the prior written consent of the Disclosing Party, except as expressly permitted under this Agreement.
ii. **Permitted Use**: Use the Confidential Information solely for the Purpose.

iii. **Standard of Care**: Protect the Confidential Information using at least the same degree of care that it applies to protect its own confidential information of a similar nature, and in any event no less than a reasonable standard of care.

iv. **Limited Disclosure to Representatives**: Disclose Confidential Information only to its directors, officers, employees, affiliates, advisers, consultants, lenders, or other professional representatives (collectively, the **"Representatives"**) who have a legitimate need to know such information for the Purpose, provided that such Representatives are bound by confidentiality obligations no less stringent than those contained herein. The Receiving Party shall remain responsible for any breach of this Agreement by its Representatives.

v. **No Exclusivity**: Nothing in this Agreement shall be construed as creating any obligation of exclusivity or restricting either Party from pursuing other commercial opportunities or participating in other carbon capture, transport or storage projects, provided that EnEarth Greece shall not disclose to any other Market Test Participant any Confidential Information of the Interested Party.

vi. **Representatives:** The directors, officers, employees, affiliates, advisers, consultants, lenders and professional advisers of the Receiving Party.

vii. **Restriction on Use**: The Receiving Party shall not use Confidential Information obtained through the Market Test process for any purpose other than the Purpose.

viii. **Notification of Unauthorized Disclosure**: Promptly notify the Disclosing Party in writing of any unauthorized use or disclosure of Confidential Information of which the Receiving Party becomes aware and cooperate with the Disclosing Party in any reasonable efforts to mitigate the effects of such disclosure.

ix. **Information Barriers**: Where Confidential Information is commercially sensitive, EnEarth Greece shall implement appropriate and proportionate information-handling and access controls (including, where necessary, clean-team protocols to be implemented only where specifically necessary having regard to the nature and sensitivity of the relevant information) to ensure that commercially sensitive information received from the Participant is not disclosed, directly or indirectly, to any other Market Test Participant.

4. Exclusions from Confidential Information

(a) The obligations of confidentiality set forth in this Agreement shall not apply to any information that the Receiving Party can demonstrate:

i. **Public Domain**: is or becomes publicly available other than as a result of a breach of this Agreement by the Receiving Party or its Representatives;

ii. **Prior Knowledge**: was lawfully in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, as evidenced by written or other contemporaneous records;
iii. **Third-Party Disclosure**: is lawfully obtained by the Receiving Party from a third party who is not under any obligation of confidentiality with respect to such information;
iv. **Independent Development**: is independently developed by the Receiving Party without use of, reference to, or reliance upon the Confidential Information.

(b) Notwithstanding the confidentiality obligations set forth in this Agreement, EnEarth Greece, in its capacity as Storage Operator, shall be entitled to use, publish, and disclose data derived from Confidential Information in anonymised and/or aggregated form solely for regulatory reporting, planning, market-test administration, audit trail and system optimisation purposes, and in each case in compliance with applicable law, provided that such use does not, directly or indirectly, enable the identification of the Disclosing Party or any specific Confidential Information attributable to the Disclosing Party. Such anonymised and aggregated data shall not constitute Confidential Information for the purposes of this Agreement.

5. Required Disclosures

If the Receiving Party is required by applicable law, regulation, court order, or by any governmental, judicial, or regulatory authority (including RAAEY, the CCS Competent Authority and the European Commission) to disclose any Confidential Information, or where, and to the extent, such disclosure is required for the purposes of compliance with applicable state aid, audit, reporting, or public funding requirements, the Receiving Party shall proceed as follows:

(a) **Notification**: Promptly notify the Disclosing Party in writing of such requirement, to the extent legally permitted, so that the Disclosing Party may seek an appropriate protective order or other remedy, or waive compliance with the provisions of this Agreement;
(b) **Disclosure Limitation**: Disclose only that portion of the Confidential Information that is legally required to be disclosed;
(c) **Confidential Treatment**: Use reasonable efforts to obtain confidential treatment for any Confidential Information that is disclosed.

6. Return or Destruction of Confidential Information

Upon completion of the Market Test process or upon termination of the Joint Development Agreement or upon the written request of the Disclosing Party, the Receiving Party shall promptly:

(a) **Return**: promptly return to the Disclosing Party all Confidential Information received from the Disclosing Party, including any copies, extracts, notes, or other materials derived from such Confidential Information;

(b) **Destruction**: destroy all electronic copies of the Confidential Information in its possession or control, except for copies retained in routine electronic backup systems or archives that are not readily accessible in the ordinary course of business;
(c) **Certification**: upon request, provide the Disclosing Party with a written certification confirming that such return or destruction has been carried out in accordance with this Agreement.

Notwithstanding the foregoing, the Receiving Party may retain copies of Confidential Information to the extent required to comply with applicable laws, regulations, or internal compliance and record-keeping policies, provided that such retained information shall remain subject to the confidentiality obligations set forth in this Agreement.

7. Duration

The obligations of confidentiality under this Agreement shall remain in force for a period of seven (7) years from the date of disclosure of the relevant Confidential Information, notwithstanding the completion or termination of the Market Test process, the Joint Development Agreement or any related discussions between the Parties, save in respect of information that constitutes a trade secret within the meaning of Directive (EU) 2016/943 (implemented in Greece by Law 4562/2018), which shall remain confidential for so long as it retains its confidential character under applicable law.

The Parties may terminate this Agreement upon mutual written agreement.

8. Personal Data Protection

The Parties shall comply with all applicable data protection laws and regulations, including Regulation (EU) 2016/679 (the General Data Protection Regulation – GDPR), in connection with any personal data processed under this Agreement. For the purposes of the GDPR, each Party acts as an independent data controller in respect of personal data processed in connection with this Agreement.

To the extent that the Receiving Party receives or processes personal data disclosed by the Disclosing Party in connection with the Purpose, the Receiving Party shall:

(a) **Purpose Limitation:** process such personal data solely for the Purpose and in accordance with applicable data protection laws;
(b) **Security Measures:** implement appropriate technical and organisational security measures to protect such personal data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to such data;
(c) **Data Breach Notification:** notify the Disclosing Party without undue delay upon becoming aware of any personal data breach affecting personal data received from the Disclosing Party.

(d) **Retention:** retain personal data only for so long as reasonably necessary for the purposes of this Agreement and in any event for no longer than [5] years following termination or expiry, unless a longer retention period is required by applicable law.

9. No License

Nothing in this Agreement shall be construed as granting to the Receiving Party, by license or otherwise, any rights or interests in any patents, trademarks, copyrights, trade secrets or other intellectual property rights of the Disclosing Party, except for the limited right to use the Confidential Information solely for the Purpose.

10. No Warranty

All Confidential Information is provided "as is". Neither Party makes any representation or warranty, express or implied, as to the accuracy, completeness or reliability of any Confidential Information it discloses, and neither Party shall have any liability arising from the use of such information by the other Party.

11. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of Greece.

Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the competent courts of Athens, Greece.

12. Miscellaneous

Entire Agreement: This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral, relating thereto. Where this Agreement is attached as Annex III to and incorporated into the Joint Development Agreement, the confidentiality of information exchanged in connection with the Joint Development Agreement shall be governed by this Agreement. In the event of any conflict or inconsistency between this Agreement and the Joint Development Agreement in relation to confidentiality matters, this Agreement shall prevail.

Amendments: This Agreement may be amended only by a written agreement duly executed by authorised representatives of both Parties.

Waiver: No failure or delay by either Party in exercising any right or remedy under this Agreement shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of such right or remedy.

Severability: If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

Assignment: Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed.

Notices: Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered by hand, courier, email, or registered mail to the addresses of the Parties set out above, or to such other address as either Party may designate by written notice to the other Party.

Signatures:

For EnEarth Greece:
[Signature]
Name: [NAME]
Title: [TITLE]
Date: [DATE]

For [Interested Party]:
[Signature]
Name: [NAME]
Title: [TITLE]
Date: [DATE]