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ΕΦΗΜΕΡΙΔΑ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ

ΤΗΣ ΕΛΛΗΝΙΚΗΣ ΔΗΜΟΚΡΑΤΙΑΣ

13 Νοεμβρίου 2026 | ΤΕΥΧΟΣ ΔΕΥΤΕΡΟ | Αρ. Φύλλου **6822**

ΑΠΟΦΑΣΕΙΣ

Αριθμ. απόφ. Ε-268/2026

Έγκριση των εγγράφων για τη διενέργεια του Σταδίου 1 - Δοκιμής Αγοράς του πιλοτικού τόπου αποθήκευσης διοξειδίου του άνθρακα, του Πρίνου.

Ο ΚΛΑΔΟΣ ΕΝΕΡΓΕΙΑΣ ΤΗΣ ΡΥΘΜΙΣΤΙΚΗΣ ΑΡΧΗΣ ΑΠΟΒΛΗΤΩΝ, ΕΝΕΡΓΕΙΑΣ ΚΑΙ ΥΔΑΤΩΝ

Λαμβάνοντας υπόψη:

1. Τον ν. 4001/2011 «Για τη λειτουργία Ενεργειακών Αγορών Ηλεκτρισμού και Φυσικού Αερίου, για Έρευνα, Παραγωγή και δίκτυα μεταφοράς Υδρογονανθράκων και άλλες ρυθμίσεις» (Α' 179).

2. Τον ν. 5037/2023 «Μετονομασία της Ρυθμιστικής Αρχής Ενέργειας σε Ρυθμιστική Αρχή Αποβλήτων, Ενέργειας και Υδάτων και διεύρυνση του αντικειμένου της με αρμοδιότητες επί των υπηρεσιών ύδατος και της διαχείρισης αστικών αποβλήτων, ενίσχυση της υδατικής πολιτικής - Εκσυγχρονισμός της νομοθεσίας για τη χρήση και παραγωγή ηλεκτρικής ενέργειας από ανανεώσιμες πηγές μέσω της ενσωμάτωσης των Οδηγιών ΕΕ 2018/2001 και 2019/944 - Ειδικότερες διατάξεις για τις ανανεώσιμες πηγές ενέργειες και την προστασία του περιβάλλοντος» (Α' 78), και ιδίως τα άρθρα 1-23.

3. Τον ν. 5261/2025 «Ρυθμίσεις για τη δέσμευση, χρήση, μεταφορά και αποθήκευση διοξειδίου του άνθρακα - Ενσωμάτωση της Οδηγίας 2009/31/ΕΚ του Ευρωπαϊκού Κοινοβουλίου και του Συμβουλίου της 23ης Απριλίου 2009 σχετικά με την αποθήκευση διοξειδίου του άνθρακα σε γεωλογικούς σχηματισμούς […]» (Α' 231) (εφεξής, ο «νόμος») και ιδίως τα άρθρα 27, 35 και 40.

4. Την υπό στοιχεία Ε-28/2026 απόφαση ΡΑΑΕΥ «Κώδικας Κατανομής Χωρητικότητας του Πιλοτικού Τόπου Αποθήκευσης CO_2 στον Πρίνο», (Β' 773), και ιδίως τα άρθρα 4 παρ. 6, 5 παρ. 3 και 6 παρ. 3.

5. Την υπό στοιχεία Ε-30/2026 απόφαση ΡΑΑΕΥ «Κατευθυντήριες Οδηγίες Δοκιμής Αγοράς (Market Test Guidelines)», (Β' 775) και ιδίως τα κεφάλαια 2.2, 2.3, 2.4 και 4.5.

6. Το υπό στοιχεία Ι - 422830/11.09.2026 έγγραφο-εισήγηση της Αρμόδιας Αρχής CCS (ΕΔΕΥΕΠ Α.Ε.) με το οποίο υποβλήθηκαν προς έγκριση α) το έγγραφο Γνωστοποίησης του Σταδίου-1 - Δοκιμής Αγοράς και β) το έγγραφο Συμφωνίας Κοινής Ανάπτυξης (Joint Development Agreement - JDA), καθώς και τα συνοδευτικά έγγραφα και παραρτήματα αυτών.

7. Τη δημόσια διαβούλευση[1] που διενεργήθηκε κατά το διάστημα από 11.09.2026 έως 30.09.2026. καθώς και τις απόψεις των συμμετεχόντων: Ι-424016/01.10.2026 (ΔΕΣΦΑ), Ι-424001/30.09.2026 (Motor Oil), Ι-423985/30.09.2026 (Hellenic Energy), Ι-423994/30.09.2026 (ΑΓΕΤ ΗΡΑΚΛΗΣ), Ι-424040/01.10. 2026 (Φορέας Εκμετάλλευσης: εταιρία En Earth Μονοπρόσωπη Α.Ε.).

8. Την υπό στοιχεία Ο -121951/02.10.2026 επιστολή ΡΑΑΕΥ με την οποία γνωστοποιήθηκαν τα σχόλια της δημόσιας διαβούλευσης στην την Αρμόδια Αρχή CCS (ΕΔΕΥΕΠ Α.Ε.).

9. Το υπό στοιχεία Ι - 424808/12.10.2026 έγγραφο - δεύτερη εισήγηση της Αρμόδιας Αρχής CCS (ΕΔΕΥΕΠ Α.Ε.) με το οποίο υποβλήθηκαν εκ νέου προς έγκριση α) το έγγραφο Γνωστοποίησης του Σταδίου-1 - Δοκιμής Αγοράς και β) το έγγραφο Συμφωνίας Κοινής Ανάπτυξης (Joint Development Agreement - JDA), καθώς και τα συνοδευτικά έγγραφα και παραρτήματα αυτών.

1 https://www.raaey.gr/energeia/diavoulefseis/128962/

10. Τα υπό στοιχεία Ι-425360/20.10.2026 και Ι-425346/21.10.2026 εισερχόμενα διευκρινιστικά σχόλια της Αρμόδιας Αρχής CCS αναφορικά με τις αλλαγές επί των εγγράφων της 2ης εισήγησης.

11. Το γεγονός ότι οι διατάξεις της παρούσας δεν αφορούν σε διοικητική διαδικασία για την οποία υπάρχει υποχρέωση καταχώρισης στο ΕΜΔΔ - ΜΙΤΟΣ.

12. Το γεγονός ότι από την παρούσα απόφαση δεν προκαλείται επιβάρυνση στον κρατικό προϋπολογισμό.

Σκέφθηκε ως εξής:

Ι. ΝΟΜΟΘΕΤΙΚΟ ΠΛΑΙΣΙΟ - ΔΙΑΔΙΚΑΣΙΑ ΠΡΟΣΒΑΣΗΣ ΣΕ ΤΟΠΟ ΑΠΟΘΗΚΕΥΣΗΣ ΔΙΟΞΕΙΔΙΟΥ ΤΟΥ ΑΝΘΡΑΚΑ

Επειδή, με το άρθρο 4 του ν. 5261/2025 η ΕΔΕΥΕΠ Α.Ε. ορίζεται ως η Αρμόδια Αρχή CCS για την εφαρμογή του πλαισίου δέσμευσης, μεταφοράς, χρήσης και γεωλογικής αποθήκευσης διοξειδίου του άνθρακα. Σύμφωνα με τις ειδικότερες διατάξεις του άρθρου 27 του ν. 5261/2025 «2. Η πρόσβαση των δυνητικών χρηστών στους τόπους αποθήκευσης διενεργείται με βάση τις αρχές της αμεροληψίας, της διαφάνειας και της δίκαιης και ανοικτής πρόσβασης, όπως αυτές εξειδικεύονται ανά τόπο αποθήκευσης στον οικείο Κώδικα Χωρητικότητας, και οργανώνεται ως εξής:

«α) Με ρυθμιζόμενο τρόπο, σε ποσοστό της αρχικά εκτιμώμενης αποθηκευτικής δυναμικότητας που καθορίζεται στον Κώδικα Κατανομής Χωρητικότητας ενός τόπου αποθήκευσης. Η ρυθμιζόμενη πρόσβαση πραγματοποιείται με ισόποση κατανομή χωρητικότητας μέχρις εξαντλήσεως της προς διάθεση ποσότητας και προϋποθέτει μία ελάχιστη ετήσια συμβολή στη μείωση των ρύπων, σύμφωνα με το σύστημα εμπορίας δικαιωμάτων εκπομπών της Ευρωπαϊκής Ένωσης (Ε.Ε.). […]

β) Με δημόσιες διεθνείς διαγωνιστικές διαδικασίες για το υπόλοιπο ποσοστό ως εξής:

βα) Για το ποσοστό της χωρητικότητας του τόπου αποθήκευσης που δημοπρατείται, πραγματοποιείται δημόσιος διεθνής διαγωνισμός με κριτήριο επιλογής ή την οικονομικώς πλέον συμφέρουσα προσφορά αποκλειστικά βάσει τιμής ή τη στάθμιση των έργων των δυνητικά δικαιούχων, βάσει ποιοτικών κριτηρίων ή συνδυασμό των ανωτέρω με τους ανάλογους συντελεστές βαρύτητας, σε δύο (2) φάσεις:

i) μη δεσμευτική εκδήλωση ενδιαφέροντος, και

ii) δεσμευτικές προσφορές […]».

Κατ’ εξουσιοδότηση του άρθρο 40 παρ. 10 (β) του ως άνω νόμου εκδόθηκε η απόφαση ΡΑΑΕΥ Ε-28/2026 (Β’ 773/2026, με την οποία εγκρίθηκε ο Κώδικας Κατανομής Χωρητικότητας του Πιλοτικού Τόπου Αποθήκευσης CO_2 Πρίνου (εφεξής «Κώδικας Κατανομής Χωρητικότητας»), ο οποίος ρυθμίζει αναλυτικά τη διαδικασία πρόσβασης, τις κατηγορίες χρηστών και τη διενέργεια της Δοκιμής Αγοράς. Κατά τα οριζόμενα στο άρθρο 3 της απόφασης αυτής «1. Η πρόσβαση των Δυνητικών Χρηστών στον Πιλοτικό Τόπο Αποθήκευσης διενεργείται με βάση τις αρχές της αμεροληψίας, της διαφάνειας και της δίκαιης και ανοικτής πρόσβασης. 2. Η πρόσβαση των Δυνητικών Χρηστών στον Πιλοτικό Τόπο Αποθήκευσης διενεργείται κατ’ ένα ποσοστό της Αρχικά Εκτιμώμενης Ετήσιας Αποθηκευτικής Δυναμικότητας με ρυθμιζόμενο τρόπο, και κατ’ ένα ποσοστό της Αρχικά Εκτιμώμενης Ετήσιας Αποθηκευτικής Δυναμικότητας με δημόσιες διεθνείς διαγωνιστικές διαδικασίες, σύμφωνα με το άρθρο 27 του νόμου και τα οριζόμενα στο άρθρο 4 και το άρθρο 5 του παρόντος Κώδικα.».

Ειδικότερα, σύμφωνα με το άρθρο 5 του Κώδικα Κατανομής Χωρητικότητας «1. Η πρόσβαση των Δυνητικών Χρηστών στον Πιλοτικό Τόπο Αποθήκευσης διενεργείται σε ποσοστό πενήντα τοις εκατό (50%) της Αρχικά Εκτιμώμενης Ετήσιας Αποθηκευτικής Δυναμικότητας του Τόπου Αποθήκευσης μέσω δημοπράτησης σε δημόσιο διεθνή διαγωνισμό.

2. Η διενέργεια της δημοπράτησης της ποσότητας της παρ. 1 του παρόντος άρθρου, υλοποιείται από τον Φορέα Εκμετάλλευσης μέσω δοκιμής αγοράς, η οποία πραγματοποιείται σε δύο φάσεις:

α. Φάση μη δεσμευτικής εκδήλωσης ενδιαφέροντος,

β. Φάση υποβολής δεσμευτικών προσφορών

3. Οι λεπτομέρειες και οι όροι της δοκιμής αγοράς, καθώς και τα κριτήρια αξιολόγησης των Επιλέξιμων Χρηστών για πρόσβαση μέσω της δοκιμής αγοράς, καθώς και κάθε άλλη διαδικαστική λεπτομέρεια για τη διενέργεια του διαγωνισμού καθορίζονται στις κατευθυντήριες οδηγίες της δοκιμής αγοράς και τα λοιπά κανονιστικά έγγραφα του διαγωνισμού (όπως ιδίως οι διακηρύξεις και οι προσκλήσεις) που εγκρίνονται με απόφαση της ΡΑΑΕΥ, κατόπιν εισήγησης της Αρμόδιας Αρχής CCS και αφού ληφθούν υπόψη οι απόψεις του Φορέα Εκμετάλλευσης.[…].

Στο πλαίσιο αυτό με την υπό στοιχεία Ε-30/2025 η ΡΑΑΕΥ καθόρισε τις Κατευθυντήριες Οδηγίες για τη διενέργεια της φάσης εκδήλωσης ενδιαφέροντος της Δοκιμής Αγοράς για την κατανομή δυναμικότητας του Πιλοτικού Τόπου Αποθήκευσης διοξειδίου του άνθρακα του Πρίνου μέσω διεθνούς δημόσιου διαγωνισμού σύμφωνα με την παρ. 3 του άρθρου 27 του ν. 5261/2025. Οι Κατευθυντήριες Οδηγίες προδιαγράφουν επαρκώς τη διαδικασία διενέργειας δημόσιου διαγωνισμού και τις βασικές αρχές για την αξιολόγηση, την κατανομή

και τη σύναψη συμβάσεων δυναμικότητας στον Πιλοτικό Τόπο Αποθήκευσης του Πρίνου, διασφαλίζουν τη διαφάνεια και την ισότιμη πρόσβαση μεταξύ των δυνητικών χρηστών. Κατά τα οριζόμενα στις Οδηγίες αυτές ο διεθνής διαγωνισμός (Δοκιμή Αγοράς ή Market Test) πραγματοποιείται σε δύο στάδια. Το πρώτο στάδιο είναι μη δεσμευτικό και αφορά σε εκδήλωση ενδιαφέροντος, προκειμένου ο φορέας εκμετάλλευσης να ενημερωθεί για το ενδιαφέρον της εγχώριας και ευρωπαϊκής αγοράς και να ενημερώσει τους υποψήφιους χρήστες της υποδομής σχετικά με τις τεχνικές και λειτουργικές προδιαγραφές του έργου.

Η συμμετοχή στη Φάση 1 (Μη Δεσμευτική) αποτελεί προαπαιτούμενο για την είσοδο στη Φάση 2 (Δεσμευτική). Η 1η φάση αφορά την εγγραφή και μη δεσμευτική αίτηση δυναμικότητας (ανοικτή φάση), και η 2η φάση αφορά την δεσμευτική κατανομή και σύναψη συμβάσεων (φάση περιορισμένης πρόσβασης). Ειδικότερα η 1η φάση περιλαμβάνει, δημόσια ανακοίνωση και έγγραφο γνωστοποίησης, διαθέσιμα τεχνικά και εμπορικά έγγραφα, έγγραφα και στοιχεία που απαιτείται να υποβάλουν τα ενδιαφερόμενα μέρη, απαραίτητα δικαιολογητικά, τον τρόπο υποβολής, και τον έλεγχο πληρότητας. Περαιτέρω η 1η φάση περιλαμβάνει ειδικό επιμέρους στάδιο δομημένης συνεργασίας στο πλαίσιο Συμφωνίας από Κοινού Ανάπτυξης (Joint Development Agreement, JDA), που περιλαμβάνει τις πληροφορίες που παρέχει ο φορέας εκμετάλλευσης και τις πληροφορίες που παρέχουν οι συμμετέχοντες μετά την υπογραφή της συμφωνίας.

Επειδή, κατά το άρθρο 5 παρ. 3 του Κώδικα Κατανομής Χωρητικότητας τα κανονιστικά έγγραφα της Δοκιμής Αγοράς, οι προσκλήσεις, οι ανακοινώσεις και οι λοιποί όροι διεξαγωγής της εγκρίνονται από τη ΡΑΑΕΥ κατόπιν εισήγησης της Αρμόδιας Αρχής CCS. Σύμφωνα δε με το άρθρο 4 παρ. 6 του ίδιου Κώδικα το περιεχόμενο της Συμφωνίας από Κοινού Ανάπτυξης (JDA) προτείνεται από τον Φορέα Εκμετάλλευσης και εγκρίνεται από τη ΡΑΑΕΥ. Η Αρχή είναι αρμόδια να ελέγξει το σύνολο των εγγράφων του Σταδίου-1 και να διαπιστώσει τη συμβατότητά τους με το ισχύον νομοθετικό και κανονιστικό πλαίσιο πριν από τη δημοσίευση και εφαρμογή τους.

ΙΙ. ΕΠΙ ΤΗΣ ΕΙΣΗΓΗΣΗΣ ΤΗΣ ΑΡΜΟΔΙΑΣ ΑΡΧΗΣ CCS ΚΑΙ ΤΩΝ ΣΧΟΛΙΩΝ ΠΟΥ ΥΠΟΒΛΗΘΗΚΑΝ ΣΤΟ ΠΛΑΙΣΙΟ ΤΗΣ ΔΗΜΟΣΙΑΣ ΔΙΑΒΟΥΛΕΥΣΗΣ

Επειδή, η ΕΔΕΥΕΠ Α.Ε., ενεργώντας υπό την ιδιότητά της ως Αρμόδια Αρχή CCS, και λαμβάνοντας υπόψη το άρθρο 27 παρ. 3 του ν. 5261/2025 (Α’ 231), υπέβαλε προς τη ΡΑΑΕΥ την εισήγησή της αναφορικά με το Έγγραφο Γνωστοποίησης του Σταδίου 1 της Δοκιμής Αγοράς (Stage 1 - Market Test Notification), καθώς και τα σχετικά Παραρτήματα αυτού συνοδευόμενη από τις σχετικές απόψεις του φορέα εκμετάλλευσης. Περαιτέρω, σύμφωνα με το άρθρο 2.3.1 των Κατευθυντήριων Γραμμών της Δοκιμής Αγοράς (Market Test Guidelines), όπως εγκρίθηκαν με την απόφαση Ε-30/2025 της ΡΑΑΕΥ (ΦΕΚ Β’ 775), η ΕΔΕΥΕΠ διαβίβασε στην Αρχή την γνωμοδότησή της αναφορικά με τη Συμφωνία Κοινής Ανάπτυξης (Joint Development Agreement -JDA) και τις σχετικές προτάσεις του φορέα εκμετάλλευσης προκειμένου να προβεί η Αρχή στην ολοκλήρωση των προβλεπόμενων κανονιστικών ενεργειών προκειμένου να καταστεί δυνατή η έναρξη του Σταδίου-1 της Δοκιμής Αγοράς και η περαιτέρω ωρίμανση του έργου αποθήκευσης CO_2 Πρίνου.

Α. Αναφορικά με τη Δημόσια Διαβούλευση

Επειδή, η ΡΑΑΕΥ έθεσε σε δημόσια διαβούλευση την σχετική εισήγηση της ΕΔΕΥΕΠ. Κατά τη δημόσια διαβούλευση, υποβλήθηκαν απόψεις αναφορικά, ιδίως, με τον τρόπο οργάνωσης του Σταδίου-1, τη λειτουργία της Συμφωνίας Κοινής Ανάπτυξης, τη διαφάνεια της διαδικασίας και τις εγγυήσεις ίσης μεταχείρισης. Ειδικότερα:

(α) Η «EnEarth Greece» υποστήριξε ότι η μη δεσμευτική φάση πρέπει να παραμείνει αυστηρά εργαλείο συλλογής πληροφοριών και ωρίμανσης της αγοράς, χωρίς να ενσωματώνει στοιχεία που ανήκουν στη δεσμευτική φάση. Για τον λόγο αυτό ζήτησε να μη συνδέεται η έναρξη της Δοκιμής Αγοράς με την υποβολή του CPR και να μην εισαχθούν στο Στάδιο-1 διαδικασίες που θα μπορούσαν να θεωρηθούν πρόδρομος οικονομικής αξιολόγησης ή κατανομής χωρητικότητας. Παράλληλα θεωρεί τη διατήρηση του μη δεσμευτικού χαρακτήρα της JDA και στην αποφυγή δημιουργίας έμμεσων δικαιωμάτων ή προσδοκιών πρόσβασης σε χωρητικότητα.

(β) Οι απόψεις της HELLENiQ ENERGY αφορούσαν κυρίως την έκταση της διακριτικής ευχέρειας του Storage Operator, ιδίως ως προς τη δυνατότητα καταγγελίας της Συμφωνίας Κοινής Ανάπτυξης, καθώς και την ανάγκη ισχυρότερων εγγυήσεων εμπιστευτικότητας, ίσης μεταχείρισης και προβλεψιμότητας της διαδικασίας. Η εταιρεία επεδίωξε μια πιο ισορροπημένη συμβατική σχέση μεταξύ συμμετεχόντων και φορέα εκμετάλλευσης, χωρίς να επηρεάζεται η μελλοντική κατανομή χωρητικότητας από τη συμμετοχή στο Στάδιο-1.

(γ) Οι απόψεις της MOTOR OIL αφορούσαν κυρίως στην ανάγκη οι συμμετέχοντες να αποκτούν επαρκή εικόνα του έργου ήδη από τη μη δεσμευτική φάση. Ζήτησε μεγαλύτερη πρόσβαση σε τεχνικές, οικονομικές, συμβατικές και οργανωτικές πληροφορίες, ώστε οι ενδιαφερόμενοι να μπορούν να αξιολογήσουν εγκαίρως τη σκοπιμότητα συμμετοχής τους στη συνέχεια της διαδικασίας. Παράλληλα υπέβαλε παρατηρήσεις για ορισμούς, προϋποθέσεις συμμετοχής και επιμέρους διατάξεις της Συμφωνίας Κοινής Ανάπτυξης, με βασικό στόχο τη βελτίωση της διαφάνειας και της κανονιστικής σαφήνειας.

(δ) Η ΑΓΕΤ ΗΡΑΚΛΗΣ υποστήριξε ότι το πλαίσιο θα πρέπει να λαμβάνει ειδικά υπόψη τις ανάγκες των βιομηχανιών δυσχερούς απανθρακοποίησης, να προβλέπει μεγαλύτερη διαφάνεια ως προς τα κριτήρια της δεσμευτικής φάσης και να ενισχύει τον συντονισμό μεταξύ έργων δέσμευσης, μεταφοράς και αποθήκευσης CO_2. Ζήτησε επίσης σαφέστερες τεχνικές προδιαγραφές, αυστηρότερο περιορισμό της διακριτικής ευχέρειας του διαχειριστή του τόπου αποθήκευσης και ευρύτερη δομημένη συνεργασία κατά τη διάρκεια της Συμφωνίας Κοινής Ανάπτυξης.

(ε) Τέλος, ο ΔΕΣΦΑ ανέδειξε ζητήματα που αφορούν τον συνολικό σχεδιασμό της αγοράς και τον ρόλο του Φορέα Εκμετάλλευσης. Ειδικότερα, επισήμανε την ανάγκη προσεκτικής ρυθμιστικής εποπτείας σε περιπτώσεις όπου ο ίδιος φορέας συμμετέχει ταυτόχρονα ως πάροχος ρυθμιζόμενων υπηρεσιών αποθήκευσης και ως φορέας που διαμορφώνει κρίσιμες παραμέτρους της διαδικασίας πρόσβασης και ανάπτυξης της αγοράς CO_2. Η παρέμβασή του δεν επικεντρώνεται στη δομή του Σταδίου-1 ή της Συμφωνίας Κοινής Ανάπτυξης, αλλά στην ανάγκη διασφάλισης αποτελεσματικού ανταγωνισμού και σαφούς διαχωρισμού ρόλων στην αναδυόμενη αλυσίδα αξίας CCS.

Από τη σύνθεση όλων των παρεμβάσεων προκύπτει ότι οι βασικοί άξονες της δημόσιας διαβούλευσης ήταν η ενίσχυση της διαφάνειας και της πληροφόρησης των συμμετεχόντων, η προστασία των εμπιστευτικών πληροφοριών, η διασφάλιση ίσης μεταχείρισης από τον φορέα εκμετάλλευσης και η καλύτερη προετοιμασία της μετάβασης προς τη δεσμευτική φάση της διαδικασίας.

Επειδή, οι απόψεις των συμμετεχόντων στην δημόσια διαβούλευση διαβιβάστηκαν στην ΕΔΕΥΕΠ, η οποία εν συνεχεία υπέβαλλε νεότερη εισήγηση επί των εγγράφων του Σταδίου-1. Η νεότερη εισήγηση λαμβάνει υπόψιν απόψεις που υποβλήθηκαν στην δημόσια διαβούλευση αναφορικά με την ανάγκη διακριτού ρόλου του Φορέα Εκμετάλλευσης σε δραστηριότητες της αλυσίδας αξίας CCS, με το δικαίωμα καταγγελίας του Φορέα Εκμετάλλευσης να ασκείται αιτιολογημένα και κατόπιν γνωστοποίησης στις αρμόδιες αρχές, ήτοι ΡΑΑΕΥ και ΕΔΕΥΕΠ, καθώς και με την δυνατότητα των συμμετεχόντων (στη διαδικασία αποθήκευσης CO2) να μπορούν να αξιολογήσουν έγκαιρα τις τεχνικές και οικονομικές επιπτώσεις τυχόν αλλαγών στις προδιαγραφές εισόδου. Περαιτέρω, αναφορικά με προτάσεις, που υποβλήθηκαν κατά τη δημόσια διαβούλευση και αφορούσαν στη σύνδεση της συμμετοχής στη Συμφωνία από Κοινού Ανάπτυξης με την πρόσβαση στη δεσμευτική φάση της Δοκιμής Αγοράς, καθώς και για την εισαγωγή πρόσθετων κριτηρίων επιλεξιμότητας ή ωριμότητας έργων, ήτοι σε ανασχεδιασμό του Σταδίου-1 ή σε μετατροπή της Συμφωνίας Κοινής Ανάπτυξης σε μηχανισμό συν-διαμόρφωσης των κανόνων του Σταδίου-2, κρίνεται ότι δεν συνάδουν με τη διάρθρωση της διαδικασίας που προβλέπεται στον Κώδικα Κατανομής Χωρητικότητας και στις Κατευθυντήριες Οδηγίες Δοκιμής Αγοράς, καθώς θα εισήγαγαν δεσμευτικούς περιορισμούς στην διαδικασία του Σταδίου-1, το οποίο κατά το ισχύον κανονιστικό πλαίσιο, έχει το χαρακτήρα μη δεσμευτικής εκδήλωσης ενδιαφέροντος.

Β. Αναφορικά με το Stage-1 Notification

Επειδή, το υποβληθέν έγγραφο Γνωστοποίησης προσδιορίζει σαφώς το αντικείμενο του Σταδίου-1, τις επιλέξιμες κατηγορίες συμμετεχόντων, τα απαιτούμενα δικαιολογητικά, τις προθεσμίες, τη διαδικασία ελέγχου πληρότητας, τις διαδικασίες παραπόνων, καθώς και τους λόγους αποκλεισμού. Η διαδικασία προβλέπει δημόσια ανακοίνωση, ίση πρόσβαση στην πληροφόρηση, γραπτές διευκρινίσεις και αντικειμενικά κριτήρια αποδοχής ή απόρριψης των υποβολών και επομένως ευθυγραμμίζεται με τις αρχές της διαφάνειας και της ασφάλειας δικαίου. Από το περιεχόμενο του εγγράφου Γνωστοποίησης προκύπτει ότι το Στάδιο-1 περιορίζεται σε διαδικαστικό έλεγχο πληρότητας και εγκυρότητας των στοιχείων και δεν περιλαμβάνει αξιολόγηση οικονομικών ή τεχνικών πλεονεκτημάτων των έργων των συμμετεχόντων. Ως εκ τούτου η Αρχή κρίνει ότι το έγγραφο Γνωστοποίησης δεν συνιστά μηχανισμό προκατανομής χωρητικότητας ούτε μηχανισμό επιλογής χρηστών αλλά αποκλειστικά εργαλείο προετοιμασίας της επόμενης δεσμευτικής φάσης της διαδικασίας.

Γ. Αναφορικά με το Participation Fee

Επειδή, το προβλεπόμενο τέλος συμμετοχής ύψους 10.000 ευρώ εφαρμόζεται ομοιόμορφα σε όλους τους συμμετέχοντες χωρίς διαφοροποίηση ανάλογα με το είδος, το μέγεθος ή την ωριμότητα του εκάστοτε έργου. Το εν λόγω τέλος δεν συνδέεται με χορήγηση δικαιώματος πρόσβασης, με κατανομή χωρητικότητας ή με οποιαδήποτε προτεραιότητα στη Φάση 2, αλλά με τη συμμετοχή στη διοικητική διαδικασία του Σταδίου - 1.

Από τα στοιχεία του φακέλου προκύπτει ότι το τέλος αποσκοπεί στην κάλυψη μέρους των διοικητικών, οργανωτικών και πληροφοριακών δαπανών που συνδέονται με τη διεξαγωγή της Δοκιμής Αγοράς. Η Αρχή κρίνει ότι το ύψος του τέλους δεν είναι προδήλως δυσανάλογο προς τον επιδιωκόμενο σκοπό και δεν εισάγει αδικαιολόγητο περιορισμό συμμετοχής στην αγορά.

Δ. Αναφορικά με το Non-Binding Capacity Request Form

Επειδή, το παράρτημα Έντυπο Αιτήματος Δυναμικότητας Μη Δεσμευτικού Χαρακτήρα (Non-Binding Capacity Request Form) προβλέπει τη συλλογή στοιχείων σχετικά με τις προβλεπόμενες ποσότητες CO_2, τον

χρόνο έναρξης και λήξης παραδόσεων, την τεχνολογική ωριμότητα των έργων, τη σύσταση του ρεύματος CO_2 και τα χαρακτηριστικά μεταφοράς αυτού, στοιχεία τα οποία κρίνονται αναγκαία για τη διαμόρφωση αξιόπιστης εικόνας της δυνητικής ζήτησης υπηρεσιών αποθήκευσης. Οι ζητούμενες πληροφορίες αφορούν αντικειμενικά τεχνικά και λειτουργικά χαρακτηριστικά των υποψήφιων έργων και δεν συνδέονται με διαδικασία συγκριτικής αξιολόγησης ή βαθμολόγησης των συμμετεχόντων.

Η δυνατότητα συμμετοχής φορέων σωρευτικής εκπροσώπησης (aggregators), ενδιάμεσων (intermediaries) και λοιπών εκπροσώπων έργων CCS συνάδει με τις προβλέψεις του εγγράφου Γνωστοποίησης και ανταποκρίνεται στη διεθνή πρακτική ανάπτυξης αλυσίδων αξίας CCS, στις οποίες σημαντικό μέρος της μελλοντικής ζήτησης εκφράζεται μέσω συγκεντρωτικών σχημάτων. Οι ειδικές προβλέψεις του Παραρτήματος ΙΙ για φορείς σωρευτικής εκπροσώπησης επιτρέπουν την καταγραφή μελλοντικών πηγών CO_2 ακόμη και σε περιπτώσεις όπου η ταυτότητα των επιμέρους εκπομπών δεν είναι δυνατό να γνωστοποιηθεί κατά τη συγκεκριμένη χρονική στιγμή, χωρίς να θίγονται οι αρχές διαφάνειας ή η δυνατότητα μεταγενέστερης επαλήθευσης των σχετικών στοιχείων.

Η απαίτηση παροχής πληροφοριών σχετικά με τη σύσταση του ρεύματος CO_2 συνδέεται άμεσα με την ανάγκη αξιολόγησης τεχνικής συμβατότητας των μελλοντικών ροών CO_2 με τις εγκεκριμένες προδιαγραφές του Τόπου Αποθήκευσης και εξυπηρετεί νόμιμο τεχνικό σκοπό.

Ε. Αναφορικά με το Confidentiality Agreement

Επειδή, η Δοκιμή Αγοράς προβλέπει ανταλλαγή πληροφοριών υψηλής εμπορικής, τεχνικής και επενδυτικής αξίας μεταξύ του Φορέα Εκμετάλλευσης και των συμμετεχόντων, συμπεριλαμβανομένων στοιχείων σχετικών με έργα δέσμευσης CO_2, οικονομικές προβλέψεις, τεχνικές λύσεις, χρονοδιαγράμματα και στρατηγικά επιχειρηματικά σχέδια.

Το υποβληθέν έγγραφο Συμφωνίας Εμπιστευτικότητας (Confidentiality Agreement) περιλαμβάνει λεπτομερείς διατάξεις ως προς τον ορισμό της εμπιστευτικής πληροφορίας, τα δικαιώματα και τις υποχρεώσεις των μερών, τις επιτρεπόμενες χρήσεις των πληροφοριών, καθώς και τα μέτρα προστασίας αυτών. Ιδιαίτερη σημασία αποδίδεται στη ρητή υποχρέωση της EnEarth Greece να μην γνωστοποιεί πληροφορίες ενός συμμετέχοντος σε άλλον συμμετέχοντα και να εφαρμόζει κατάλληλα οργανωτικά μέτρα αποφυγής διάχυσης εμπορικά ευαίσθητων πληροφοριών. Συναφώς, το έγγραφο Συμφωνίας Εμπιστευτικότητας περιλαμβάνει ειδικές διατάξεις περί «φραγμών πληροφόρησης» (information barriers) και «πρωτόκολλα καθαρής ομάδας» (clean-team protocols), οι οποίες κρίνονται πρόσφορες για την προστασία των συμμετεχόντων και τη διασφάλιση συμβατότητας της διαδικασίας με το εφαρμοστέο δίκαιο ανταγωνισμού. Περαιτέρω, η προβλεπόμενη δυνατότητα χρήσης μόνο ανωνυμοποιημένων και συγκεντρωτικών δεδομένων από τον Φορέα Εκμετάλλευσης για σκοπούς σχεδιασμού, αναφορών ή συμμόρφωσης αποτελεί εύλογη και αναλογική εξαίρεση από τον κανόνα εμπιστευτικότητας. Στο ίδιο πλαίσιο, η επταετής διάρκεια των υποχρεώσεων εμπιστευτικότητας κρίνεται εύλογη, λαμβανομένου υπόψη του μακροπρόθεσμου χαρακτήρα των έργων CCS και της μεγάλης διάρκειας ζωής των σχετικών τεχνικών και επιχειρηματικών πληροφοριών.

ΣΤ. Αναφορικά με το Solemn Declaration

Επειδή, το έγγραφο Επίσημης Δήλωσης (Solemn Declaration) υποχρεώνει τους συμμετέχοντες να δηλώνουν την ακρίβεια, πληρότητα και αξιοπιστία των στοιχείων που υποβάλλουν στο πλαίσιο του Σταδίου - 1. Η προβλεπόμενη δήλωση περί συμμόρφωσης με την κείμενη νομοθεσία περί καταπολέμησης της διαφθοράς, νομιμοποίησης εσόδων από παράνομες δραστηριότητες, κυρώσεων και δικαίου ανταγωνισμού συμβάλλει στην ενίσχυση της ακεραιότητας της διαδικασίας. Η Αρχή κρίνει ότι η υποβολή της συγκεκριμένης δήλωσης αποτελεί αναλογικό μέτρο, δεδομένου ότι δεν εισάγει πρόσθετες δυσανάλογες υποχρεώσεις αλλά αποσκοπεί στην προστασία της αξιοπιστίας της διαδικασίας. Η πρόβλεψη άμεσου αποκλεισμού σε περίπτωση ψευδούς δήλωσης ή απόκρυψης ουσιωδών στοιχείων συνιστά εύλογη κύρωση συνδεόμενη με την ανάγκη διασφάλισης της καλής πίστης και της αξιοπιστίας των συμμετεχόντων.

Ζ. Αναφορικά με το Joint Development Agreement

Επειδή, η Συμφωνία από Κοινού Ανάπτυξης αποσκοπεί στη δημιουργία πλαισίου τεχνικής, λειτουργικής και εμπορικής ευθυγράμμισης μεταξύ του Φορέα Εκμετάλλευσης και των συμμετεχόντων του Σταδίου - 1. Προβλέπει δε, ρητά ότι δεν αποτελεί σύμβαση πρόσβασης, δεν αποτελεί κράτηση χωρητικότητας και δεν δημιουργεί δικαίωμα ή προσδοκία κατανομής αποθηκευτικής δυναμικότητας. Ιδιαίτερη σημασία αποδίδεται στις διατάξεις της Συμφωνίας Κοινής Ανάπτυξης που κατοχυρώνουν την αντικειμενική, διαφανή και μη διακριτική μεταχείριση όλων των συμμετεχόντων, συμπεριλαμβανομένων των υποχρεώσεων ίσης μεταχείρισης, ενημέρωσης για ουσιώδεις τεχνικές μεταβολές και λογοδοσίας έναντι της ΡΑΑΕΥ και της Αρμόδιας Αρχής CCS. Περαιτέρω, η τελική μορφή της Συμφωνίας Κοινής Ανάπτυξης προβλέπει πρόσθετες εγγυήσεις διαφάνειας και

λογοδοσίας του Φορέα Εκμετάλλευσης, ιδίως μέσω της υποχρέωσης ίσης μεταχείρισης όλων των συμμετεχόντων και της υποχρέωσης ενημέρωσης των αρμόδιων αρχών σε περίπτωση πρόωρης λήξης ή καταγγελίας της Συμφωνίας. Η αξιολόγηση των πληροφοριών που υποβάλλονται στο πλαίσιο της Συμφωνίας Κοινής Ανάπτυξης επιτρέπεται αποκλειστικά για σκοπούς ωρίμανσης και τεχνικής ευθυγράμμισης και δεν δύναται να χρησιμοποιηθεί για την άμεση ή έμμεση προεπιλογή συμμετεχόντων στη δεσμευτική φάση. Η Συμφωνία δημιουργεί πλαίσιο δομημένης συνεργασίας μέσω Ομάδας Εργασίας για την Κοινή Ανάπτυξη (Joint Development Working Group - JDWG), επιτρέποντας την ανταλλαγή πληροφοριών και την ευθυγράμμιση παραδοχών μεταξύ του Φορέα Εκμετάλλευσης και των συμμετεχόντων. Η ανταλλαγή πληροφοριών που προβλέπεται στο πλαίσιο της Συμφωνίας Κοινής Ανάπτυξης συνδέεται με τεχνικά, λειτουργικά, αδειοδοτικά και χρονοπρογραμματικά ζητήματα και εξυπηρετεί την προετοιμασία της δεσμευτικής φάσης.

Παράλληλα, διαπιστώνεται ότι η Συμφωνία αναγνωρίζει επανειλημμένα τον μη δεσμευτικό χαρακτήρα της συνεργασίας και αποκλείει ρητώς τη δημιουργία οποιουδήποτε δικαιώματος επί αποθηκευτικής χωρητικότητας. Περαιτέρω, περιλαμβάνει ειδικές ρυθμίσεις για τη συμμετοχή φορέων σωρευτικής εκπροσώπησης και λοιπών εκπροσώπων έργων CCS καθώς και μηχανισμούς αποφυγής διπλής καταχώρισης ή διπλής κράτησης των ίδιων ποσοτήτων CO_2, οι οποίοι ενισχύουν την εύρυθμη λειτουργία της διαδικασίας και την αξιοπιστία των αποτελεσμάτων της Δοκιμής Αγοράς. Προβλέπει συναφώς, υποχρέωση του Φορέα Εκμετάλλευσης να ενημερώνει χωρίς αδικαιολόγητη καθυστέρηση τους συμμετέχοντες για ουσιώδεις μεταβολές των Προδιαγραφών Συμμετοχής (Entry Specifications) CO_2, ενισχύοντας την προβλεψιμότητα και τη διαφάνεια της διαδικασίας. Η δυνατότητα καταγγελίας της Συμφωνίας Κοινής Ανάπτυξης από τον Φορέα Εκμετάλλευσης περιορίζεται πλέον από την απαίτηση ύπαρξης δεόντως αιτιολογημένου λόγου και συνοδεύεται από υποχρέωση άμεσης ενημέρωσης της Αρμόδιας Αρχής CCS και της ΡΑΑΕΥ, στοιχείο που ενισχύει την εποπτεία και αποτρέπει διακριτική μεταχείριση συμμετεχόντων. Στο πλαίσιο της Συμφωνίας προβλέπεται η διάθεση τεχνικών, εμπορικών και κανονιστικών πληροφοριών μέσω οργανωμένου data room, γεγονός που συμβάλλει στην πληρέστερη ενημέρωση των συμμετεχόντων και στην ωρίμανση των σχετικών έργων CCS. Οι διατάξεις περί ανταγωνισμού και εμπιστευτικότητας που περιλαμβάνονται στα άρθρα 5.8 και 8 της Συμφωνίας Κοινής Ανάπτυξης παρέχουν ουσιώδεις ρυθμιστικές εγγυήσεις έναντι πιθανής κατάχρησης εμπορικά ευαίσθητων πληροφοριών.

Για τους λόγους αυτούς, η Αρχή κρίνει ότι η Συμφωνία παρέχει τις αναγκαίες κανονιστικές εγγυήσεις για την αποφυγή αθέμιτων διακρίσεων και για την τήρηση των αρχών πρόσβασης που προβλέπει ο ν. 5261/2025 και κρίνει ότι το περιεχόμενο της Συμφωνίας Κοινής Ανάπτυξης είναι συμβατό με το άρθρο 4 παρ. 6 του Κώδικα Κατανομής Χωρητικότητας και με τις διατάξεις των κατευθυντηρίων γραμμών δοκιμής αγοράς.

Η. Αναφορικά με τη διασφάλιση αποτελεσματικού ανταγωνισμού και ίσης μεταχείρισης

Επειδή, η διαφύλαξη αποτελεσματικού ανταγωνισμού και η αποφυγή διακριτικής μεταχείρισης συνιστούν θεμελιώδη στοιχεία του εφαρμοστέου ρυθμιστικού πλαισίου πρόσβασης σε υποδομές αποθήκευσης CO_2. Το έγγραφο Γνωστοποίησης, η Συμφωνία Κοινής Ανάπτυξης και το έγγραφο Συμφωνίας Εμπιστευτικότητας περιλαμβάνουν πολλαπλές διατάξεις που περιορίζουν την ανταλλαγή ευαίσθητων εμπορικών πληροφοριών και κατοχυρώνουν τη μη διακριτική συμπεριφορά του Φορέα Εκμετάλλευσης. Η ΡΑΑΕΥ κρίνει ότι οι ως άνω προβλέψεις επαρκούν στο παρόν στάδιο για τη συμμόρφωση της διαδικασίας με τις αρχές του ενωσιακού και εθνικού δικαίου ανταγωνισμού, υπό την επιφύλαξη του μεταγενέστερου ελέγχου της εφαρμογής τους.

Επειδή, βάσει όλων των ανωτέρω και κατόπιν συνολικής εξέτασης των εγγράφων της εισήγησης της ΕΔΕΥΕΠ, η Αρχή διαπιστώνει ότι τα κανονιστικά έγγραφα του Σταδίου-1 είναι συμβατά με τις απαιτήσεις του ν. 5261/2025, και τις αποφάσεις της Αρχής Ε-28/2026, και Ε-30/2026, περιέχουν επαρκείς εγγυήσεις διαφάνειας, δεν εισάγουν διακριτική μεταχείριση συμμετεχόντων, και δεν δημιουργούν δικαιώματα κατανομής χωρητικότητας κατά το μη δεσμευτικό στάδιο. Στο πλαίσιο αυτό κρίνεται ότι συντρέχουν οι προϋποθέσεις για την έγκριση των ανωτέρω κανονιστικών εγγράφων του Σταδίου-1 της Δοκιμής Αγοράς του Πιλοτικού Τόπου Αποθήκευσης CO_2 Πρίνου.

Για όλους τους ανωτέρω λόγους, αποφασίζει:

Στο πλαίσιο των αρμοδιοτήτων της Αρχής βάσει του άρθρου 40 παρ. 2 του ν. 5261/2025 και της υπ’ αρ. 30/2025 απόφασής της,

Α. Την έγκριση των ακόλουθων εγγράφων για τη διενέργεια της Σταδίου-1 - Δοκιμής Αγοράς του πιλοτικού τόπου αποθήκευσης διοξειδίου του άνθρακα, του Πρίνου

Α1. Εγκρίνει το έγγραφο με τίτλο «Stage 1 - Market Test Notification (Non-Binding Stage) for the Reservation of Injection and Storage Capacity in the Prinos CO_2 Storage Facility» το οποίο υποβλήθηκε από την EnEarth Greece Single Member S.A., κατόπιν της σχετικής εισήγησης της ΕΔΕΥΕΠ Α.Ε., ως Αρμόδιας Αρχής CCS, και προσαρτάται στην παρούσα ως Παράρτημα Ι.

Α2. Εγκρίνει το έγγραφο «Annex I - Registration Form» το οποίο προσαρτάται στην παρούσα ως Παράρτημα ΙΙ και αποτελεί το τυποποιημένο έντυπο εγγραφής των συμμετεχόντων στη Φάση 1 της Δοκιμής Αγοράς.

Α3. Εγκρίνει το έγγραφο «Annex II - Non Binding Capacity Request Form» το οποίο προσαρτάται στην παρούσα ως Παράρτημα ΙΙΙ και αποτελεί το τυποποιημένο έντυπο υποβολής μη δεσμευτικού ενδιαφέροντος για δυναμικότητα έγχυσης και αποθήκευσης CO_2.

Α4. Εγκρίνει το έγγραφο «Annex III - Confidentiality Agreement» το οποίο προσαρτάται στην παρούσα ως Παράρτημα IV και διέπει την προστασία των εμπιστευτικών πληροφοριών που ανταλλάσσονται μεταξύ του Φορέα Εκμετάλλευσης και των συμμετεχόντων της Δοκιμής Αγοράς.

Α5. Εγκρίνει το έγγραφο «Annex IV - Solemn Declaration» το οποίο προσαρτάται στην παρούσα ως Παράρτημα V και αποτελεί αναπόσπαστο στοιχείο της διαδικασίας συμμετοχής στη Φάση 1 της Δοκιμής Αγοράς.

Α6. Εγκρίνει τη Συμφωνία Κοινής Ανάπτυξης (Joint Development Agreement - JDA) η οποία προσαρτάται στην παρούσα ως Παράρτημα VI.

Η έγκριση των ανωτέρω εγγράφων:

α) Δεν συνιστά κατανομή αποθηκευτικής χωρητικότητας,

β) δεν δημιουργεί δικαίωμα πρόσβασης σε αποθηκευτική δυναμικότητα,

γ) δεν δημιουργεί δικαιολογημένη προσδοκία απόκτησης χωρητικότητας,

δ) δεν προδικάζει το αποτέλεσμα της δεσμευτικής φάσης της διαδικασίας.

Η παρούσα έγκριση της Συμφωνίας από Κοινού Ανάπτυξης παρέχεται υπό την προϋπόθεση ότι:

α) Η εφαρμογή της δεν θα χρησιμοποιηθεί ως μηχανισμός άμεσης ή έμμεσης προεπιλογής συμμετεχόντων,

β) δεν θα χρησιμοποιηθεί ως κριτήριο κατανομής χωρητικότητας,

γ) δεν θα δημιουργεί προτεραιότητα ή προνομιακή μεταχείριση υπέρ οποιουδήποτε συμμετέχοντος,

δ) θα εφαρμόζεται σύμφωνα με τις αρχές αντικειμενικότητας, διαφάνειας και μη διακριτικής μεταχείρισης που προβλέπονται στο άρθρο 6.7 της εγκριθείσας Συμφωνίας Κοινής Ανάπτυξης,

ε) κάθε καταγγελία, αναστολή ή πρόωρη λήξη της Συμφωνίας Κοινής Ανάπτυξης από τον Φορέα Εκμετάλλευσης πρέπει να είναι δεόντως αιτιολογημένη και να γνωστοποιείται αμελλητί στη ΡΑΑΕΥ και στην Αρμόδια Αρχή CCS,

στ) ο Φορέας Εκμετάλλευσης υποχρεούται να ενημερώνει χωρίς αδικαιολόγητη καθυστέρηση τους συμμετέχοντες για κάθε ουσιώδη μεταβολή των Προδιαγραφών Συμμετοχής (Entry Specifications) CO2 που δύναται να επηρεάσει τη συμμετοχή τους στη διαδικασία,

ζ) η συμμετοχή φορέων σωρευτικής εκπροσώπησης (aggregators), ενδιάμεσων (intermediaries) και λοιπών εκπροσώπων έργων CCS δεν συνεπάγεται ευνοϊκότερη ή δυσμενέστερη μεταχείριση έναντι λοιπών συμμετεχόντων και εφαρμόζονται κατάλληλοι μηχανισμοί αποφυγής διπλής καταχώρισης των ίδιων ποσοτήτων CO_2.

Β. Εξουσιοδοτεί την EnEarth Greece να προβεί:

α) Στη δημοσίευση του εγκεκριμένου εγγράφου Γνωστοποίησης,

β) στην έναρξη του Σταδίου-1,

γ) στη λήψη και επεξεργασία των φακέλων υποβολής (Submission Packages) του Σταδίου-1,

δ) στην εκτέλεση όλων των διαδικαστικών ενεργειών που προβλέπονται στα εγκριθέντα έγγραφα,

ε) να εφαρμόζει την Συμφωνία Κοινής Ανάπτυξης κατά τρόπο αντικειμενικό και μη διακριτικό έναντι όλων των συμμετεχόντων,

στ) να διασφαλίζει ισότιμη πρόσβαση όλων των συμμετεχόντων στις πληροφορίες που καθίστανται διαθέσιμες στο πλαίσιο της δομημένης συνεργασίας.

Η EnEarth Greece υποχρεούται:

α) Να εφαρμόζει κατάλληλα οργανωτικά μέτρα προστασίας εμπιστευτικών πληροφοριών,

β) να αποτρέπει την ανταλλαγή εμπορικά ευαίσθητων πληροφοριών μεταξύ συμμετεχόντων,

γ) να εφαρμόζει τις προβλέψεις της Συμφωνίας Εμπιστευτικότητας και της Συμφωνία Κοινής Ανάπτυξης σχετικά με «φραγμούς πληροφόρησης» (information barriers) και «πρωτόκολλα καθαρής ομάδας» (clean-team protocols),

δ) να συμμορφώνεται πλήρως με το εθνικό και ενωσιακό δίκαιο ανταγωνισμού.

Γ. Κάθε ουσιώδης τροποποίηση των εγγράφων Γνωστοποίησης, Συμφωνίας Κοινής Ανάπτυξης, και των παραρτημάτων αυτών, υπόκειται σε προηγούμενη έγκριση της ΡΑΑΕΥ, κατόπιν γνώμης της Αρμόδιας Αρχής CCS.

Η παρούσα απόφαση δημοσιεύεται στην Εφημερίδα της Κυβερνήσεως και αναρτάται στο Πρόγραμμα ΔΙΑΥΓΕΙΑ και στον ιστότοπο της Αρχής. Περίληψη της παρούσας απόφασης δημοσιεύεται στην Εφημερίδα της Ευρωπαϊκής Ένωσης.

ΠΑΡΑΡΤΗΜΑ – Ι

Stage 1 - Market Test Notification

Non-Binding Stage

for the Reservation of Injection and Storage Capacity in Prinos CO_2 Storage Facility

Issued by EnEarth Greece Single Member S.A.
pursuant to the Market Test Guidelines for the Reservation of Injection and Storage Capacity in the Prinos CO_2 Storage Facility (Government Gazette B’ 775/16.02.2026)

Publication Date: … …

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I. Definitions

Access Contract: The binding agreement between the Storage Operator and a Participant governing access to the Storage Site and the provision of CO_2 injection and storage services, as defined in the Capacity Allocation Code.

Aggregation Project: A project involving the collection, temporary storage, conditioning and, where applicable, liquefaction or compression of CO_2 from one or more capture facilities for the purpose of enabling its onward transport to a geological storage site.

Allocated Capacity: The injection and storage capacity that may be allocated to a Participant following the conclusion of Stage 2 (Binding Stage), in accordance with applicable law, the Market Test Guidelines and the relevant contractual arrangements.

Authority / CCS Competent Authority: The Hellenic Hydrocarbons and Energy Resources Management Company S.A. (HEREMA), acting as the competent authority for the implementation of Law 5261/2025.

Binding Stage (Stage 2): The second stage of the Market Test, during which eligible Participants submit binding offers for the allocation of injection and storage capacity, and which may result in the execution of binding contractual arrangements.

Confidentiality Agreement: The agreement to be executed between EnEarth and an Interested Party submitting a Stage 1 Submission Package, governing the confidentiality of information exchanged in the context of the Market Test and enabling access to non-public project documentation.

Joint Development Agreement (JDA): The standard form agreement made available by EnEarth during Stage 1, through which a framework for structured cooperation between EnEarth and each Stage 1 eligible Participant is established. The JDA, which constitutes a procedural condition for participation in Stage 2, establishes progressive, clearly demarcated steps, covering information exchange, interface alignment, eligibility and compliance confirmations, and readiness sign-off, with the objective of achieving technical and commercial alignment in preparation for the submission of a Binding Request for Capacity in Stage 2.

Interested Party: A legal entity or a consortium that has expressed an interest in participating in the Market Test, including by accessing or reviewing this Notification or by engaging with EnEarth in relation to Stage 1, but which has not yet completed registration as a Participant in accordance with this Notification. This term also includes the aggregators, intermediaries and any other legal person representing or acting on behalf of one or more CO_2 emitters.

Market Test: The structured, transparent and non-discriminatory process conducted by EnEarth for the allocation of injection and storage capacity at the Prinos CO_2 Storage Facility, comprising Stage 1 (Non-Binding Stage) and Stage 2 (Binding Stage).

Non-Binding Capacity Request: The indicative and non-binding request submitted by an Interested Party during Stage 1, setting out its preliminary interest in injection and storage capacity, including estimated volumes, timing and relevant technical assumptions.

Non-Binding Stage (Stage 1): The first stage of the Market Test during which Interested Parties submit a Stage-1 Submission Package expressing indicative and non-binding interest in injection and storage capacity at the Prinos CO_2 Storage Facility. During this stage, EnEarth conducts a procedural completeness review of the submissions and formally identifies the entities admitted to Stage-1 (Participants). Participants admitted to Stage-1 may subsequently engage in structured cooperation with EnEarth through the execution of a Joint Development Agreement for the purposes of preparing potential participation in Stage-2 (Binding Stage) of the Market Test. The NonBinding Stage does not involve any allocation, reservation or prioritisation of storage capacity.

Participant: A legal entity or a consortium that has submitted a Stage 1 Submission Package in accordance with this Notification and that has been admitted to Stage 1 following the completeness review conducted by EnEarth, in accordance with Section 6 of this Notification and the Market Test Guidelines. This term also includes the aggregators, intermediaries and any other legal person representing or acting on behalf of one or more CO_2 emitters.

Prinos CO_2 Storage Facility / Facility: The geological storage site and associated infrastructure located in the Prinos area, Northern Greece, developed and operated by EnEarth for the permanent geological storage of carbon dioxide.

Project: The development, permitting, construction and operation of the Prinos CO_2 Storage Facility, on the basis of the Initially Estimated Total Storage Capacity as approved by the CCS Authority, including all associated infrastructure and regulatory approvals.

RAAEY: The Regulatory Authority for Waste, Energy and Water.

Transport project: A project involving the transportation of CO_2 from one or more capture or aggregation facilities to a geological storage site by pipeline, ship or any other suitable mode of transport, including any associated transport infrastructure and related facilities. A transport project may also be part of an aggregation project.

1. Purpose and Legal Basis

1.1 Purpose of this Notification

This Notification Document (Notification) implements Stage-1 (Non-Binding Stage) of the Market Test in connection with the potential allocation of injection and storage capacity in the Prinos CO_2 Storage Facility (Facility or Project) at Stage 2, without any reservation, prioritisation or allocation of capacity at Stage-1, and without prejudice to the regulated access and capacity allocation mechanisms applicable pursuant to Article 27 of Law 5261/2025 and the applicable secondary regulatory framework.

This Notification sets out the procedural rules, submission requirements, timelines and conditions applicable exclusively to Stage-1 and shall be read in conjunction with the Market Test Guidelines, which shall prevail in case of inconsistency. In the event of any conflict between the terms of this Notification and the provisions of Law 5261/2025, the Capacity Allocation Code, the Market Test Guidelines, the Tariff Regulation or any applicable RAAEY or CCS Competent Authority decision, the statutory and regulatory provisions shall prevail to the extent of the inconsistency.

1.2 Legal Footing

The Market Test, including this Stage-1 Notification, is conducted in accordance with:

- Directive 2009/31/EC on the geological storage of carbon dioxide (the “CCS Directive”), together with any relevant guidance documents issued thereunder;
- Law 5261/2025, as in force, transposing the CCS Directive and governing the geological storage of CO_2 (the “CCS Law”);
- The Capacity Allocation Code for the Prinos CO_2 Storage Site (RAAEY Decision E-28/2026, Government Gazette B’ 773/16.02.2026);
- The Tariff Regulation for the Prinos CO_2 Storage Site (RAAEY Decision E-29/2026, Government Gazette B’ 774/16.02.2026);
- The Market Test Guidelines for the allocation of storage capacity (RAAEY Decision E30/2026, Government Gazette B’ 775/16.02.2026); and
- The applicable EU competition and State aid framework, including the European Commission State aid decision SA.108267 (2024/N) regarding the 1st phase of development of the Facility (1 MTPA), as amended from time to time.

The Non-Binding Stage is implemented in an open, transparent and non-discriminatory manner, consistent with the principles of proportionality, equal treatment and fair competition, and in accordance with the procedures and requirements set out in the Market Test Guidelines.

2. Scope and Nature of the Non-Binding Stage

2.1 Objective of Stage 1

Stage-1 of the Market Test (the Non-Binding Stage) constitutes the initial, open and non-discriminatory phase of the process, during which Interested Parties may express indicative, non-binding interest in accessing injection and storage capacity at the Prinos CO_2 Storage Facility.

In this context, Stage-1 enables:

- the registration of Interested Parties and submission of a Stage-1 Submission Package;
- the collection of indicative, non-binding information regarding prospective CO_2 capture, aggregation and transport projects; and
- the preparation of Stage-2 (Binding Stage) of the Market Test.

Participation in Stage-1 constitutes a procedural prerequisite for admission to Stage-2 (Binding Stage), in accordance with the Market Test Guidelines.

2.2 Non-Binding Nature

Participation in the Non-Binding Stage is strictly non-binding.

For the avoidance of doubt:

- participation in Stage-1 does not confer any right, priority or legitimate expectation to the allocation of injection or storage capacity;
- no ranking, prioritisation or allocation of capacity takes place during Stage-1;
- submission of a Stage-1 Submission Package does not constitute a binding offer, commitment or contractual undertaking by either the Interested Party or EnEarth;
- EnEarth is under no obligation to proceed to Stage-2, to allocate capacity, or to enter into contractual arrangements.

Participation in Stage-1 is without prejudice to the application of the regulated access and capacity allocation mechanisms provided under Article 27 of Law 5261/2025 and the applicable secondary regulatory framework.

Each Interested Party shall ensure that all information submitted in the context of Stage-1 is complete and accurate to the best of its knowledge. Any submission of false, misleading or incomplete information, or concealment of material facts, may result in exclusion from the Market Test in accordance with the Market Test Guidelines.

2.3 Structured Cooperation under a Joint Development Agreement (JDA)

Participants admitted to Stage-1, following the completeness review, shall be invited to engage in structured cooperation with EnEarth through the execution of a Joint Development Agreement

(JDA), approved by RAAEY, in accordance with the Market Test Guidelines. Execution of the JDA is a procedural condition for eligibility to participate in Stage-2 of the Market Test. In particular, the structured cooperation phase is intended to facilitate technical coordination, information exchange and preparatory alignment between EnEarth and prospective participants in preparation for Stage-2 (Binding Stage) of the Market Test.

Participation in the structured cooperation phase shall not confer any right, priority or legitimate expectation with respect to the allocation of injection or storage capacity at the Prinos CO_2 Storage Facility, nor shall it oblige either EnEarth or any participant to proceed to Stage-2 or to enter into any contractual arrangements.

Further details regarding the structured cooperation phase and the JDA are set out in Section 4.3 of this Notification.

3. Project Overview

Prinos CO_2 Storage Facility is an offshore geological carbon storage project located in the Prinos field in the Gulf of Kavala, Northern Greece, developed by EnEarth Greece Single Member S.A.

Figure 1: Prinos CO_2 Storage Facility location



The Facility is being developed in a brownfield setting, leveraging extensive subsurface data and operational knowledge derived from historical hydrocarbon activities in the basin.

The Facility is designed as an integrated CO_2 management system, including onshore CO_2 reception arriving in liquid form by ships or in compressed form by pipeline or cylinders, temporary storage (of liquid CO_2), conditioning, offshore transport via subsea infrastructure, and injection into suitable geological formations through offshore injection wells.

The Facility is designed as an open-access CO_2 storage site, operating under a third-party access regime that ensures transparent, non-discriminatory allocation of capacity, in accordance with Article 27 of Law 5261/2025 and the Capacity Allocation Code. In this context, the project is expected to support the development of the CO_2 value chain in Greece and the EU.

3.1 Strategic Status, PCI Designation and Public Funding

At European Union level, the Project is included in the 2nd Union List of Projects of Common Interest / Projects of Mutual Interest (PCI/PMI) under the TEN-E Regulation, as established by Commission Delegated Regulation [C(2025) 8144 final],reflecting its strategic relevance for EU decarbonisation objectives, cross-border CO_2 management and the development of a regional CCS value chain in Southeast Europe.

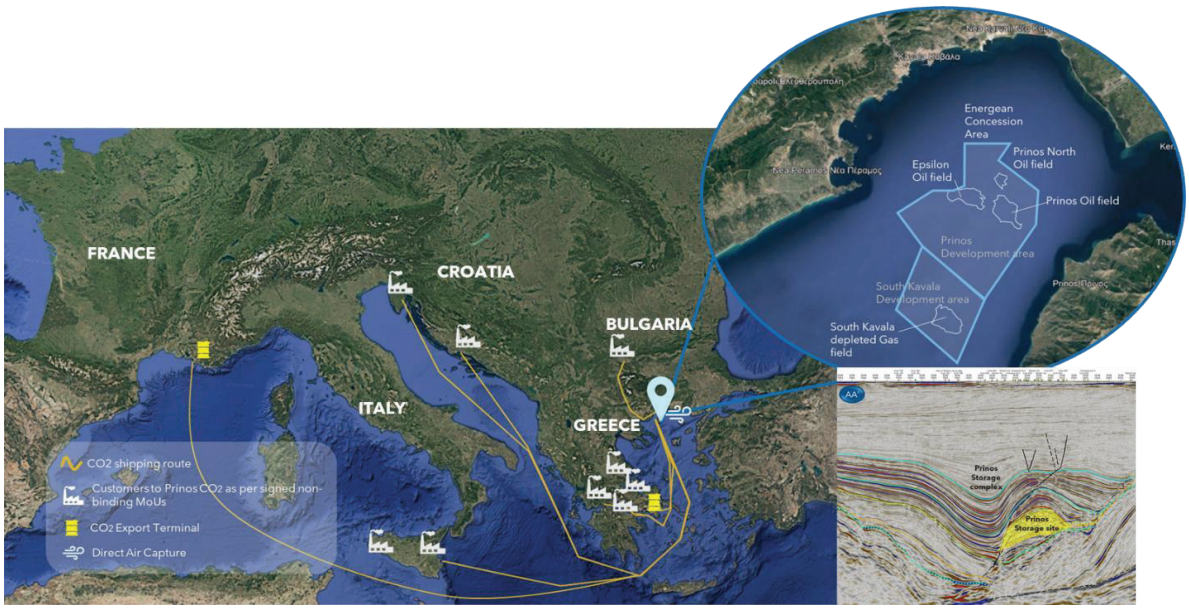


Figure 2: Prinos CO_2 cross-border impact

The Project is receiving public funding support from EU and national instruments of a total of circa 270 mil €, supporting the development of CO_2 storage infrastructure.

3.2 Project Configuration

CO_2 is expected to be delivered to the Facility primarily via marine transport in liquid form from remote capture sites. Upon receipt at dedicated unloading infrastructure, CO_2 is transferred to onshore installations for temporary storage and conditioning, including pumping and heating, to meet the required injection specifications.

Conditioned CO_2 is then transported offshore via a dedicated subsea pipeline to a standalone offshore injection platform, from which it is distributed and injected into suitable geological formations through dedicated injection wells.

The storage system includes water production wells to support reservoir pressure management during CO_2 injection. Produced water is treated in accordance with applicable environmental and regulatory requirements prior to discharge.

The Facility is designed for an indicative injection capacity of 2.8 million tonnes of CO_2 per annum (2.8 MTPA), according to the studies of the Competent Person’s Report (CPR) submitted to the CCS Authority.

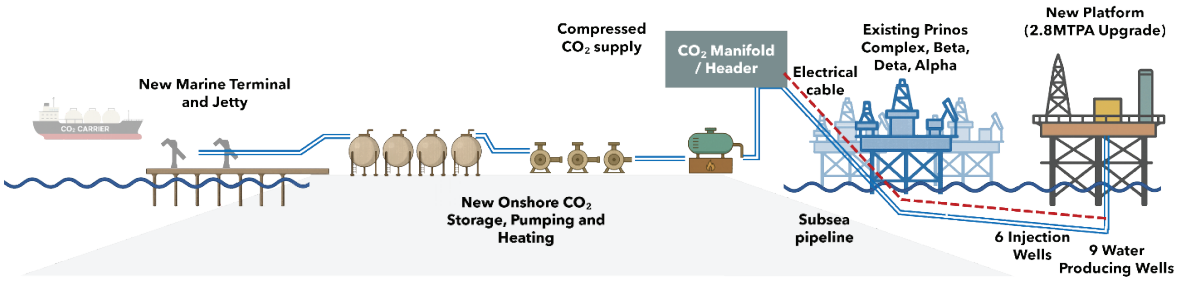


Figure 3: Prinos CO_2 project layout

3.3 Storage Site Characteristics and Safety Framework

The Prinos storage site is supported by extensive subsurface characterisation, reservoir modelling and risk assessment, drawing on decades of geological and operational data from the Prinos field.

The Facility incorporates monitoring, measurement and verification (MMV) systems designed to track the behaviour of the injected CO_2 and to ensure its permanent containment within the storage formation. Corrective-measures frameworks are in place to address any identified irregularities during the operational and post-closure phases.

Storage operations will be conducted in accordance with the CCS Directive, Law 5261/2025, the conditions of the storage permit and applicable EU and national environmental, safety and monitoring requirements.

3.4 Development Status and Permitting

The Prinos CO_2 Storage Facility was originally designed to be developed in two stages (an initial development of 1 MTPA and a subsequent scale-up to approximately 2.8 MTPA). In this context, the Environmental Terms Approval corresponding to the initial development scope was granted in November 2025.[1]

Following the initial approval, two amendments to the environmental terms have been issued:

- First amendment (March 2026): introduction of additional operational and monitoring requirements, including environmental reporting obligations, compliance with the “Do No Significant Harm” principle, and explicit exclusion of Enhanced Oil Recovery (EOR).[2]

[1] https://diavgeia.gov.gr/doc/%CE%A13%CE%9974653%CE%A08-%CE%A4%CE%996?inline=true
[2] https://diavgeia.gov.gr/doc/9%CE%A7%CE%A0%CE%A94653%CE%A08-%CE%9A%CE%946?inline=true

- Second amendment (April 2026): refinement of the project’s technical design, including the installation of a new dedicated offshore platform (Omega), adjustments to CO_2 transport and water management infrastructure, and enhanced environmental protection measures.[3]

The Storage Permit for the initial 1 MTPA phase of the Prinos CO_2 Storage Facility has been granted by the CCS Authority in February 2026, following the issuance of a positive opinion by the European Commission in accordance with the applicable regulatory framework under the CCS Directive.[4]

Given the strong market interest, EnEarth is now developing the Prinos CO_2 Storage Facility as a single, full-scale project (approximately 2.8 MTPA). In this context, the application for the full development scope, together with the corresponding Environmental and Social Impact Assessment (ESIA), is planned to be submitted within Q2 2026.

3.5 Indicative Development Timeline

Subject to the completion of permitting, regulatory approvals and the taking of a final investment decision (FID), the indicative development timeline of the Prinos CO_2 Storage Facility is as follows:

- Final Investment Decision (FID) H1 2027; and
- Commissioning and start of operations: H1 2030.

All dates and milestones are indicative only and subject to change as a result of regulatory, technical, commercial and market developments. A final investment decision (FID) for the Project is expected to be taken following the completion of the capacity allocation process in accordance with Article 27 of Law 5261/2025 and the execution of binding long-term Access Contracts with users allocated capacity. In this context, and pursuant to paragraph 2 of Article 35 of Law 5261/2025, the development schedule for the Project takes into account the feasibility of synchronizing the achievement of the maximum injection rate with the implementation of CO_2 capture projects for hard-to-abate industries.

3.6 Information-Only Nature

All information provided in this Section is included for informational and transparency purposes only. Such information does not constitute, and shall not be relied upon as, any representation, warranty or commitment regarding the final technical configuration of the Facility, the availability or timing of injection or storage capacity, or the terms under which storage services may

[3] https://diavgeia.gov.gr/doc/%CE%A1%CE%A5%CE%A9%CE%9A4653%CE%A08-%CE%A7%CE%9C6?inline=true
[4] https://diavgeia.gov.gr/doc/%CE%95%CE%A5%CE%9D%CE%93465%CE%98%CE%A6%CE%96-%CE%93%CE%9B%CE%9A?inline=true

ultimately be offered. Nothing in this Section shall modify or limit the non-binding nature of Stage-1 (Non-Binding Stage), as described in Section 2.2 of this Notification.

4. Structure of the Market Test and Stage-1 Timeline

4.1 Overview of the Market Test Structure

Following the submission of the CPR by EnEarth, the Market Test for the reservation of injection and storage capacity in the Prinos CO_2 Storage Facility is conducted in two (2) sequential stages, as defined in the Market Test Guidelines:

- **Stage 1 (Non-Binding Stage)**, comprising:

  (i) submission of a Stage-1 Submission Package (including the Registration Form and Non-Binding Capacity Request); and

  (ii) a structured cooperation sub-stage under a Joint Development Agreement (JDA) for admitted participants; and

- **Stage-2 (Binding Stage)**, to be conducted following the completion of Stage-1, during which binding requests for capacity may be submitted by eligible Participants and the allocation of capacity may lead to the execution of Access Contracts.

Participation in Stage-1 (Non-Binding Stage) is a procedural prerequisite for admission to Stage-2.

This Notification governs Stage-1 only. Stage-2 shall be governed by a separate notice to be issued to eligible participants. Nevertheless, the EVA principles will be provided to the Interested Parties during the structured cooperation governed by the JDA on a multilateral basis. EnEarth shall provide the final EVA methodology and criteria to each eligible Participant sufficiently in advance of the deadline for submission of binding requests and in accordance with the Stage-2 Notice approved by RAAEY.

4.2 Stage-1 (Non-Binding Stage)

Stage-1 constitutes the initial phase of the Market Test and is open to all Interested Parties wishing to permanently store CO_2 at Prinos, subject to compliance with the requirements set out in this Notification and the Market Test Guidelines. This includes but is not limited to capture projects, capture and liquefaction projects, aggregation projects, and transport projects.

Interested Parties wishing to participate in Stage-1 shall submit a complete Stage-1 Submission Package in accordance with this Notification and its Annexes. The Stage-1 Submission Package shall include the Registration Form, the Non-Binding Capacity Request and the supporting documentation specified in Section 5.4 of the present Notification.

Parties that have been allocated capacity, or are expected to be allocated capacity, through the regulated access process pursuant to Article 27 of Law 5261/2025 and the Capacity Allocation Code, including in the event that such allocation occurs prior to Stage-1, are also required to participate in Stage-1 of the Market Test. Such participation is without prejudice to any capacity allocated or to be allocated under the regulated process and is intended to ensure overall coordination of the value chain, consistency of technical and operational parameters, and alignment of project timelines across all prospective users of the Storage Site.

Interested Parties submitting a Stage-1 Submission Package shall execute a Confidentiality Agreement with EnEarth. Following registration and subject to the execution of the Confidentiality Agreement, EnEarth shall make available to such Interested Parties the following documentation accompanying this Notification:

- the standard form of the Joint Development Agreement, as approved by RAAEY;
- the Heads of Terms of the Prinos CO_2 Storage Site Management Code; and
- the EVA principles.

Information relating to the CO_2 entry specifications applicable to the Storage Site is publicly available as part of the Storage Permit.[5] Such specifications are established in the Prinos Sorage Permit and may be further detailed in the Prinos CO_2 Storage Site Management Code.

Within one (1) month after the expiration of the Stage-1 Submission Package deadline, EnEarth will conduct the completeness review as per section 6.1 of the present Notification and the entities admitted to Stage 1 as Participants shall be invited to enter into the structured cooperation sub-stage through the execution of a Joint Development Agreement (JDA), in accordance with the Market Test Guidelines and Section 4.3 of this Notification.

The Confidentiality Agreement shall apply to the information submitted in Stage-1 and to any subsequent exchange of non-public information in the context of the structured cooperation phase.

4.3 Structured Cooperation under a Joint Development Agreement

Participants admitted to Stage-1 shall be invited to enter into structured cooperation with EnEarth through the execution of a Joint Development Agreement (JDA). The structured cooperation phase shall be conducted on the basis of the standard form of Joint Development Agreement (JDA), as approved by RAAEY.

[5] https://diavgeia.gov.gr/doc/%CE%95%CE%A5%CE%9D%CE%93465%CE%98%CE%A6%CE%96-%CE%93%CE%9B%CE%9A?inline=true

The Joint Development Agreement establishes a non-binding framework for coordination and information exchange between EnEarth and each Participant, with the objective of facilitating technical, operational, commercial and planning alignment in preparation for Stage-2 (Binding Stage) of the Market Test.

Upon execution of the Joint Development Agreement, EnEarth will provide Participants with access, through a secure data room or equivalent controlled-access arrangement, to additional project documentation and technical and financial information relating to the development and operation of the Facility, including (i) the CPR, (ii) the applicable Pre-FID Reference Tariff (as and when calculated pursuant to the Tariff Regulation), (iii) the draft standard Access Contract of the mandatory minimum content under Law 5261/2025 , (iii) the draft Storage Site Management Code (if not already publicly available), (iv) evidence of financial standing and (v) the EVA principles. Participants will also be requested to provide relevant project information in accordance with the provisions of the JDA.

For the avoidance of doubt, the execution of the JDA:

- does not constitute, and shall not be construed as, any allocation or reservation of injection or storage capacity, nor confer any right, priority or legitimate expectation with respect to such capacity; and
- does not create any obligation on EnEarth or any Participant to proceed to Stage-2 (Binding Stage) or to enter into any further contractual arrangements.

For the purposes of the Market Test, execution of the Joint Development Agreement constitutes a procedural condition for eligibility to participate in Stage-2. Where an Interested Party has participated in Stage-1 through an aggregator, intermediary or other representative, this shall not, of itself, prevent the underlying CO_2 emitter(s) or another duly identified project entity from participating in Stage-2, provided that such participation is consistent with the applicable legislative and regulatory framework and that the same CO_2 volumes are not submitted or allocated more than once.

4.4 Timeline for Stage 1

The timeline for the Non-Binding Stage is set out below. All dates and deadlines are subject to adjustment in accordance with Section 4.5.

Milestone	Timing
Public launch of Stage-1, publication of this Notification and opening of the registration window	[●]
Deadline for submission of clarification requests	[●]
Deadline for submission of Stage-1 Submission Package	[●]

Milestone	Timing
Completeness review and rectification period (if applicable)	[●]
Formal announcement of admitted participants and invitation to enter into Joint Development Agreements	[●]
Execution of Joint Development Agreements (JDA)	[●]

Execution of Joint Development Agreements (JDA) [●]

All dates and times shall be expressed in Athens local time (EET), unless expressly stated otherwise.

The timeline for Stage-2 (Binding Stage) will be communicated separately to eligible participants following the completion of Stage 1.

In accordance with the Market Test Guidelines, EnEarth shall publicly announce the launch of Stage-1 and publish this Notification through:

i. EnEarth’s official website (https://www.enearth.earth/);
ii. the official website of the CCS Authority (https://herema.gr/); and
iii. the following nationally and/or EU-wide widely circulated media, including energy or industry press: [●].

The relevant publication dates, links and evidence of publication shall be recorded by EnEarth and made available to the competent authorities upon request.

4.5 Amendments

EnEarth reserves the right to amend, postpone, suspend or terminate Stage-1 of the Market Test, in whole or in part, where duly justified by legitimate reasons, in accordance with the Market Test

Guidelines. Any such amendment, postponement, suspension or termination shall be subject to approval by RAAEY, following the opinion of the CCS Competent Authority.

EnEarth shall notify all Participants promptly of any such changes/decisions, specifying the reasons therefor. Any material amendment shall be communicated publicly (subject to confidentiality restrictions), applied in a non-discriminatory manner and, where appropriate, accompanied by corresponding adjustments to applicable deadlines.

5. Participation in the Non-Binding Stage

5.1 Eligible Participants

Participation in Stage-1 (Non-Binding Stage) of the Market Test is open to all interested parties that are developing CO_2 capture, aggregation and/or transportation projects, at any stage of development, seeking access to injection and storage capacity at the Prinos CO_2 Storage Facility, in accordance with the Market Test Guidelines.

Eligible participants may include, inter alia:

- industrial emitters of CO_2
- aggregators or intermediaries acting on behalf of one or more CO_2 emitters;
- project companies, special purpose vehicles or other legal entities established for the purposes of developing CO_2 capture, aggregation or transport projects intended to deliver CO_2 to the Prinos CO_2 Storage Facility; and
- other entities directly involved in, or responsible for, the development of CO_2 capture, aggregation or transport projects seeking access to the Prinos CO_2 Storage Facility for the permanent storage of CO_2.

Participation in Stage-1 is not conditional upon the level of maturity of a participant’s CO_2 capture or transport project, nor does it require the demonstration of technical readiness or regulatory approvals at this stage.

For the avoidance of doubt, participation in Stage-1 does not constitute an assessment of eligibility under the Capacity Allocation Code, including for the purposes of regulated access, which shall be determined separately in accordance with the applicable regulatory framework and independently of the Stage-1 process.

5.2 Participation Fee

Each interested party wishing to participate in Stage 1 shall pay a participation fee of ten thousand euros (EUR 10,000), exclusive of VAT, if applicable (the Participation Fee).

The Participation Fee is intended to cover part of the administrative, organisational and procedural costs incurred by EnEarth in connection with the preparation and conduct of the Non-Binding Stage of the Market Test, including the handling and review of submissions, clarification procedures and related process administration.

Payment of the Participation Fee is a condition for admissibility of a Stage-1 Submission Package. Proof of payment shall be submitted together with the Registration Form, in accordance with this Notification and the Market Test Guidelines.

The Participation Fee is non-refundable, irrespective of:

- the outcome of the Non-Binding Stage;
- whether the Interested Party is admitted as a Participant;
- whether the Participant enters into a Joint Development Agreement;
- whether EnEarth proceeds to Stage 2 (Binding Stage); or
- whether the Participant ultimately participates, or is successful in, Stage-2.

Detailed payment instructions (including bank account details and payment reference requirements) are specified in the Registration Form set out in relevant Annex I.

5.3 Registration and Participation Requirements

Entities wishing to participate in Stage-1 (Non-Binding Stage) of the Market Test shall register their participation by submitting a complete Stage-1 Submission Package, in accordance with Section 5.4 of this Notification and the Market Test Guidelines.

Participation in Stage-1 is subject to compliance with the procedural requirements set out in this Notification and its Annexes, including in particular:

- the submission of a complete Stage1 Submission Package in accordance with Section 5.4;
- the execution of a Confidentiality Agreement; and
- compliance with any other procedural requirements expressly set out in this Notification.

A Stage-1 Submission Package shall be considered admissible only if all required elements, including proof of payment of the Participation Fee, have been duly submitted in accordance with this Notification.

A Stage-1 Submission Package shall be considered complete if it contains all required information and documentation in a clear, accurate and duly authorised form, as specified in this Notification and its Annexes.

Failure to submit an admissible or complete Stage-1 Submission Package within the applicable deadlines shall result in the submission being rejected, subject to the clarification and rectification process described in Section 5.6.

For the avoidance of doubt, the requirements set out in this sub-section relate solely to procedural admissibility and completeness and do not constitute an assessment of the technical, financial or regulatory viability of a participant or its underlying CO_2 capture, aggregation or transport project.

5.4 Stage 1 Submission Package

The Stage-1 Submission Package shall include the following:

- **Registration Form** (Annex I), duly completed and signed by an authorised representative of the Interested Party;
- **Non-Binding Capacity Request Form** (Annex II), duly completed and signed by an authorised representative of the Interested Party;
- **Confidentiality Agreement** (Annex III), duly signed by an authorised representative of the Interested Party, supported by appropriate corporate authorisation documentation;
- **Solemn Declaration** (Annex IV), duly signed by an authorised representative of the Interested Party, confirming the accuracy and completeness of the information provided and the absence of grounds for exclusion under this Notification;
- **Corporate documentation and authorisations**, demonstrating the legal existence of the Interested Party and the authority of the signatory submitting the Stage-1 Submission Package;
- **Evidence of financial standing**, such as audited financial statements for the last three (3) years, or a credit rating report, or a letter from a recognised financial institution, or other reasonable indication of financial capacity; and
- **proof of payment of the Participation Fee**, in accordance with Section 5.2 of this Notification.

Interested Parties shall ensure that all documents forming part of the Stage-1 Submission Package are complete, accurate and duly authorised.

5.5 Submission Process and Format

5.5.1 Submission Channel

Stage-1 Submission Packages shall be submitted exclusively to the following dedicated email address:

market-test@enearth.earth

Submissions sent to any other email address or communication channel shall not be considered valid. The time of receipt of a submission shall be the time recorded on EnEarth’s email server.

EnEarth shall acknowledge receipt of each Stage-1 Submission Package submitted to the above email address and shall assign a unique reference number to each submission, which shall be communicated to the submitting Interested Party.

5.5.2 Format and Language

All documents forming part of the Stage-1 Submission Package shall be submitted in searchable PDF format.

All files submitted as part of a Stage-1 Submission Package shall follow the naming convention:

[Interested Party Legal Name]_[DocumentTitleShort]_[YYYYMMDD]

Example: ABC_ SA_RegistrationForm_20260530.

Where multiple files relate to the same document type, a sequential suffix shall be added (_01, _02, …). Failure to comply with the above naming convention may be treated as a minor formal defect and addressed in accordance with Section 5.6.

All submissions shall be made in English. Supporting documents originally issued in another language may be submitted in such language, provided that they are accompanied by an English translation. It is expressly agreed that Greek-language corporate documents (e.g. articles of association, regulatory authorizations, corporate resolutions, financial statements) may be submitted in Greek.

Documents that are expressly required under this Notification or its Annexes to be signed or authorised shall be duly completed, signed and authorised.

5.5.3 Responsibility for Submission

Each Interested Party shall be solely responsible for ensuring that its Stage-1 Submission Package is complete, clearly structured and submitted within the applicable deadlines. EnEarth shall not be responsible for any delay, loss or failure of transmission affecting a submission.

5.5.4 Clarifications

Any clarification requests relating to the submission process or the content of this Notification shall be submitted exclusively to the dedicated email address market-test@enearth.earth in accordance with the procedure and within the time limits specified herein. Responses to clarification requests, where provided, shall be communicated in a transparent and nondiscriminatory manner.

5.5.5 Late or Non-Compliant Submissions

Submissions received after the applicable deadlines shall not be considered admissible.

Submissions that do not comply with the requirements of this Section may be considered incomplete or inadmissible, as applicable, without prejudice to the clarification and rectification process described in Section 5.6.

5.6 Completeness Review, Clarifications and Rectifications

Following the deadline for submission of Stage-1 Submission Package, EnEarth shall conduct a completeness review for the sole purpose of verifying whether the submissions contain the documents and information required under this Notification and its Annexes.

The completeness review shall be limited strictly to formal and procedural completeness and shall not involve any assessment of the technical, financial, commercial or regulatory merits of a participant or its underlying CO_2 capture, aggregation or transport project(s).

Where a Stage-1 Submission Package is identified as incomplete or unclear, EnEarth may invite the relevant Interested Party to provide clarifications or rectifications within a specified timeframe, in accordance with the Market Test Guidelines. Any such invitation shall be communicated in a transparent and non-discriminatory manner.

Clarifications and rectifications shall be limited to:

- the correction of minor clerical, administrative or formatting errors;
- the completion of non-material information required under this Notification; or
- the provision of explanations necessary to clarify the content of a submission as originally submitted.

For the avoidance of doubt, clarifications or rectifications shall not permit the submission of missing mandatory instruments forming part of the Stage-1 Submission Package. In particular, the absence of any mandatory instrument forming part of the Stage-1 Submission Package, including but not limited to proof of payment of the Participation Fee, the Registration Form, the Non-Binding Capacity Request, the Confidentiality Agreement, the Solemn Declaration or evidence of corporate authorisation, shall constitute a material deficiency resulting in the submission being inadmissible and not subject to rectification.

Clarifications or rectifications shall not permit the submission of new or materially revised NonBinding Capacity Requests, nor the modification of indicative volumes, project scope or project timelines beyond what was included in the original submission.

Where a participant fails to provide the requested clarifications or rectifications within five (5) Business Days of the deficiency notification, or where the submission remains incomplete following the clarification process, EnEarth may reject the submission as incomplete and the participant shall not be admitted to Stage-1.

The outcome of the completeness review shall be communicated to participants, the CCS Competent Authority and RAAEY in accordance with Section 6 of this Notification.

5.7 Withdrawal from Stage-1

A Participant may withdraw from Stage-1 at any time by written notice to EnEarth. Such withdrawal shall not give rise to any financial penalty or fee beyond the non-refundability of the Participation Fee. For the avoidance of doubt, withdrawal shall not prejudice the Participant's right to participate in any future capacity allocation procedure conducted in accordance with the Capacity Allocation Code, i.e.: (a) any additional public international tenders for unallocated capacity pursuant to article 5 par. 9 of the Capacity Allocation Code; (b) any additional market tests for the allocation of new storage capacity pursuant to article 3 par. 8 in conjunction with article 5 par. 2 of the Capacity Allocation Code; (c) any open international invitations for the conclusion of short-term contracts pursuant to article 3 par. 7 and article 6 of the Capacity Allocation Code and (d) any other future capacity allocation procedure provided by the competent regulatory framework.

6. Review, Evaluation and Communication

6.1 Completeness and Procedural Review

Following the submission deadline, EnEarth shall review each Stage-1 Submission Package solely for completeness, formal accuracy and procedural compliance with the requirements of this Notification and its Annexes.

The review at this stage is limited in scope and does not involve any assessment of economic or technical merit, in accordance with Section 5.6.

6.2 Clarifications and Rectification of Minor Defects

Where applicable, clarifications and rectifications relating to Stage-1 submissions shall be conducted in accordance with the procedure set out in Section 5.6 of this Notification.

For the avoidance of doubt:

- the clarification process is limited to minor formal or procedural defects;
- material deficiencies, including missing mandatory instruments forming part of the Stage1 Submission Package, shall not be subject to rectification; and
- failure by an Interested Party to respond to a clarification request within the specified timeframe may result in the submission being deemed incomplete and the Interested Party not being admitted to Stage-1.

The clarification process shall not involve any evaluation of the technical, financial or commercial merits of an Interested Party’s project and shall not permit the submission of new or materially revised Non-Binding Capacity Requests.

6.3 Outcome of the Non-Binding Stage

Upon completion of the completeness review and any clarification process conducted pursuant to
Section 5.6, EnEarth shall formally identify the entities admitted to Stage-1 of the Market Test (Participants).

Admission to Stage-1 confirms solely that the relevant entity has satisfied the procedural requirements of the Non-Binding Stage and enables participation in the structured cooperation phase under the Joint Development Agreement (JDA), subject to its execution.

6.4 Use of Information Submitted

The information submitted by Interested Parties and Participants during the Non-Binding Stage shall be used by EnEarth solely for the purposes of the Market Test and the alignment of the development and planning of the Prinos CO_2 Storage Facility and the Participants’ projects.

In particular, such information may be used by EnEarth for:

- assessing overall market interest in CO_2 storage services at the Facility;
- supporting internal planning and development of the Project;
- facilitating technical and operational interface definition between the Facility and prospective CO_2 capture, aggregation or transport projects;
- preparing, refining and structuring the Binding Stage of the Market Test; and
- supporting structured cooperation with Participants under the Joint Development Agreement.

Any publication or disclosure of results from Stage-1 shall be limited to aggregated and anonymised information and shall be carried out in compliance with applicable confidentiality, competition law and data protection requirements.

EnEarth shall conduct the Market Test in a manner that preserves full compliance with applicable competition law. In particular, EnEarth shall not disclose to any participant commercially sensitive information relating to another participant, including information regarding capacity requests, project timelines, delivery concepts or other commercially sensitive project information, except where such information is aggregated and anonymised or where disclosure is required by applicable law or by competent authorities.

Any exchange of information in the context of the Market Test and the structured cooperation phase shall be strictly limited to bilateral interactions between EnEarth and each Interested

Party/Participant. EnEarth shall ensure that no direct or indirect exchange of commercially sensitive information occurs between Interested Parties/Participants, including through aggregation, sequencing or other forms of information disclosure that could enable the identification of individual Interested Party/Participant positions. EnEarth shall implement appropriate information-barrier arrangements (including, where necessary, clean-team protocols) to ensure that commercially sensitive information received from one Participant is not disclosed or made available to personnel except on a strict need-to-know basis and in accordance with applicable confidentiality obligations and competition law.A

6.5 Communication with Participants

All communications between EnEarth and interested parties or participants in connection with the Non-Binding Stage shall be conducted in writing through the official communication channel specified in this Notification.

EnEarth shall ensure that communications, clarifications and announcements are made in a manner that preserves equal treatment, transparency and traceability, and avoids selective or informal disclosure of information.

EnEarth shall maintain a complete, verifiable and traceable record of all submissions, communications, clarifications and outcomes related to Stage-1, in accordance with the Market Test Guidelines and applicable regulatory requirements, and shall make such records available to the competent authorities upon request.

6.6 Grounds for Exclusion

EnEarth shall exclude an Interested Party from Stage-1 of the Market Test where any of the following circumstances apply:

a) the Interested Party fails to submit a Stage-1 Submission Package within the applicable submission deadline;
b) the Stage-1 Submission Package is inadmissible due to the absence of one or more mandatory instruments, in accordance with Section 5.6;
c) the Interested Party fails to provide requested clarifications or rectifications within the timeframe specified by EnEarth in accordance with Section 5.6;
d) the information provided in the Stage-1 Submission Package is materially false, misleading or incomplete or fails to comply with the integrity requirements set out in the Solemn Declaration;
e) the Interested Party is subject to grounds for exclusion under applicable law, including insolvency, bankruptcy, or other circumstances affecting its legal capacity to participate in the Market Test or is in breach of applicable laws relating to sanctions, anti-money laundering, anti-corruption or competition law.

Exclusion from Stage 1 shall be based solely on procedural and objective grounds, in accordance with the requirements of this Notification and the Market Test Guidelines.

EnEarth shall inform the Interested Party, the CCS Competent Authority and RAAEY of the exclusion decision and the grounds for such decision.

6.7 Complaints Procedure

Any Interested Party as well as any Participant admitted to Stage-1, may submit a complaint relating to the conduct of the Non-Binding Stage by notifying EnEarth, through the official communication channel specified in this Notification, within five (5) Business Days from the matter giving rise to the complaint.

EnEarth shall:

- acknowledge receipt of the complaint;
- assess the complaint in good faith; and
- provide a reasoned written response within a reasonable period.

This internal complaints procedure does not prejudice any rights available to interested parties or participants under applicable law or under the dispute-resolution provisions set out in Section 7.

7. General Conditions

7.1 Non-Binding Nature and Disclaimer

Participation in the Non-Binding Stage is at the sole cost and risk of each interested party.

Nothing in this Notification, nor in any submission or communication, shall constitute any offer, commitment or obligation on the part of EnEarth to allocate capacity, proceed to Stage-2, or enter into any contractual arrangement.

No rights or legitimate expectations arise from participation.

EnEarth shall not be liable for any loss, damage or cost arising from participation in the Non-Binding Stage or reliance on any information provided.

7.2 Due Diligence and Compliance Checks

EnEarth reserves the right, where proportionate, to conduct due diligence and compliance checks on Interested Parties or Participants at any stage of the Market Test.

Such checks may include verification of corporate identity, ownership and authorisation, compliance with applicable competition, sanctions, anti-corruption and anti-money-laundering laws, and verification of information submitted.

EnEarth may request clarifications or additional information for these purposes. Any material misrepresentation or concealment may result in exclusion from the Market Test as per Section 6.6.

7.3 Confidentiality and Data Protection

Access to any non-public information in the context of the Non-Binding Stage shall be subject to the prior execution of a Confidentiality Agreement.

All personal data processed in connection with the Market Test shall be handled in accordance with applicable data-protection legislation, including Regulation (EU) 2016/679 (GDPR) and the relevant Greek implementing legislation.

7.4 Disclosure to Competent Authorities

The relevant information and the results of the Market Test shall be communicated to the Minister of Environment and Energy and to the CCS Competent Authority, in accordance with Article 27(3) of Law 5261/2025.

7.5 Amendments, Suspension and Termination

EnEarth reserves the right to, with sufficient justification and following approval by RAAEY in accordance with the Market Test Guidelines, amend, postpone, suspend or terminate the NonBinding Stage of the Market Test, in whole or in part.

Any such amendment, postponement, suspension or termination shall be carried out in accordance with the Market Test Guidelines and, where required, shall be subject to approval by the Regulatory Authority for Waste, Energy and Water (RAAEY), following the opinion of the CCS Competent Authority.

7.6 Governing Law and Dispute Resolution

This Notification and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with Greek law.

Any dispute arising out of or in connection with this Notification shall first be subject to amicable resolution between EnEarth and the relevant interested party.

If no amicable resolution is reached, and without prejudice to the statutory dispute-resolution mechanisms established under the CCS Law, the dispute shall be finally settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce (ICC).

The seat of arbitration shall be Athens, Greece, the proceedings shall be conducted in English, and the arbitral tribunal shall consist of three (3) arbitrators, appointed in accordance with the ICC Rules. The arbitral award shall be final and binding on the parties.

8. Annexes

The following Annexes form an integral part of this Stage-1 (Non-Binding Stage) Notification and shall be read together with the provisions of this Notification and the Market Test Guidelines.

Entities wishing to participate in Stage-1 of the Market Test are required to submit the documentation specified in the Annexes as part of their Stage-1 Submission Package.

All Annexes shall be completed and submitted electronically together with the Stage-1 Submission Package, unless otherwise specified.

	Title	Description
Annex I	Registration Form	Procedural form to be completed and submitted by all Interested Parties for identification purposes, confirmation of participation in Stage-1 and authorisation of the signatory.
Annex II	Non-Binding Capacity Request Form	Indicative and non-binding form to be completed by Interested Parties, setting out their preliminary interest in injection and storage capacity, including indicative volumes, timelines and technical assumptions for the purposes of Stage-1.

Annex III	Confidentiality Agreement	Agreement to be executed between EnEarth and each Interested Party governing the confidentiality of information exchanged in the context of the Market Test and the structured cooperation phase under the Joint Development Agreement.
Annex IV	Solemn Declaration	Declaration to be submitted by Interested Parties confirming the accuracy and completeness of the information provided as part of the Stage-1 Submission Package and confirming the absence of grounds for exclusion under this Notification.

All documentation shall be submitted electronically, in English (or accompanied by a translation where applicable), and shall be duly completed and signed by an authorised representative of the relevant entity.

ΠΑΡΑΡΤΗΜΑ – ΙΙ

Annex I

Registration Form

(for participation in Stage-1 (Non-Binding Stage) of the Market Test)

[to be submitted on the Interested Party’s official letterhead]

ENEARTH GREECE SINGLE MEMBER S.A.

Stage-1 (Non-Binding Stage) Notification

for the Reservation of Injection and Storage Capacity

in the Prinos CO_2 Storage Facility

1. Identification of the Interested Party

[●], a company incorporated and existing under the laws of [●], with registration number [●], having its registered office at [●], duly represented by [●], acting in its capacity as [●] (hereinafter referred to as the **“Interested Party”**),

hereby submits this Registration Form for participation in Stage-1 (Non-Binding Stage) of the Market Test conducted by EnEarth Greece Single Member S.A. (“**EnEarth**”) in connection with the potential allocation of injection and storage capacity in the Prinos CO_2 Storage Facility.

2. Declaration of Participation

The Interested Party hereby declares its intention to participate in Stage-1 (Non-Binding Stage) of the Market Test and to submit a Stage-1 Submission Package in accordance with the Stage-1 (Non-Binding Stage) Notification, the Capacity Allocation Code (Government Gazette B’ 773/16.02.2026) and the Market Test Guidelines (Government Gazette B’ 775/16.02.2026) in connection with the potential allocation of injection and storage capacity in the Prinos CO_2 Storage Facility.

3. Acceptance of the Market Test Framework

The Interested Party confirms that it:

- has received and reviewed the Stage-1 (Non-Binding Stage) Notification issued by EnEarth;
- accepts and agrees to comply with the procedures and requirements governing Stage-1 (Non-Binding Stage) of the Market Test; and
- accepts and agrees to comply with the provisions of the Market Test Guidelines, the Capacity Allocation Code, and the applicable regulatory framework governing the Market Test.

Unless otherwise defined herein, capitalised terms used in this Registration Form shall have the meaning attributed to them in the Stage-1 (Non-Binding Stage) Notification.

4. Acknowledgement of the Stage-1 (Non-Binding Stage)

The Interested Party expressly acknowledges that:

- participation in Stage-1 (Non-Binding Stage) is strictly of a non-binding nature and does not confer any right, priority or legitimate expectation to the allocation of injection or storage capacity or progression to Stage-2 (Binding Stage);
- no ranking or prioritization or allocation of capacity takes place during Stage-1 (Non-Binding Stage);
- submission of this Registration Form and any accompanying documentation and information does not constitute a binding offer, commitment or contractual undertaking by the Interested Party or by EnEarth;
- EnEarth is under no obligation to proceed to the Stage-2 (Binding Stage), to allocate capacity, or to enter into any contractual arrangements as a result of the Stage-1 (Non-Binding Stage).

5. Confirmation of the Stage-1 Submission Package

The Interested Party confirms that the following documentation is submitted as part of its Stage-1 Submission Package, in accordance with the requirements of the Stage-1 (Non-Binding Stage) Notification:

- Annex I – Registration Form
- Annex II – Non-Binding Capacity Request Form
- Annex III – Confidentiality Agreement
- Annex IV – Solemn Declaration
- Corporate documentation and authorizations demonstrating the legal existence of the Interested Party and the authority of the authorised signatory submitting the Stage-1 Submission Package
- Evidence of financial standing, such as audited financial statements for the last three (3) years, a credit rating report, a letter from a recognised financial institution, or other reasonable indication of financial capacity
- Proof of payment of the Participation Fee in accordance with the Stage-1 (Non-Binding Stage) Notification

- Any additional documentation required under the Stage-1 (Non-Binding Stage) Notification or requested by EnEarth in accordance with the Market Test Guidelines.

The Interested Party further confirms that the authorised signatory executing this Registration Form has the necessary corporate authority to bind the Interested Party for the purposes of participation in the Stage-1 (Non-Binding Stage).

6. Contact Information

Company Name:
[●]

Registered Address:
[●]

Registration Number:
[●]

Country of Incorporation:
[●]

Primary Contact Person:
Name: [●]
Position: [●]
Telephone: [●]
Email: [●]

Secondary Contact Person (optional):
Name: [●]
Position: [●]
Telephone: [●]
Email: [●]

All communications relating to the Market Test may be addressed to the contact person(s) identified above unless otherwise notified in writing.

7. Participation Fee Payment

Participation in Stage-1 (Non-Binding Stage) of the Market Test is subject to payment of the Participation Fee specified in Section 5.2 of the Stage-1 (Non-Binding Stage) Notification.

The Participation Fee shall be paid by bank transfer to the following account:

Beneficiary: EnEarth Greece Single Member S.A.
Bank: [Bank name]
IBAN: [IBAN]
SWIFT/BIC: [BIC]
Payment Reference: *Prinos Market Test – [Participant Name]*

The Interested Party shall ensure that the bank transfer reference clearly identifies the participant.

Proof of payment (bank confirmation or SWIFT copy) shall be submitted together with the Stage-1 Submission Package.

All bank charges shall be borne by the Interested Party.

8. Signature

For and on behalf of the Interested Party:

Authorised Signatory (duly authorised to sign on behalf of the Interested Party)

Name: _____

Position: _____

Company: _____

Place: _____

Date: _____

Signature: _____

ΠΑΡΑΡΤΗΜΑ – III

Annex II

Non-Binding Capacity Request Form

(to be submitted as part of the Stage-1 Submission Package)

1. Type of Participant

☐ Industrial emitter
☐ Aggregator / intermediary
☐ Other [please specify]

2. CO_2 delivery mode:

☐ Pipeline
☐ Ship (LCO_2)
☐ Truck
☐ Other: [•]

3. Indicative Start Date of CO_2 Injection (Month / Year): [•]

4. Indicative End Date of CO_2 Injection (Month / Year): [•]

5. Indicative CO_2 Delivery Profile and Capacity Requirements (non-binding).

The indicative annual CO_2 injection profile set out below is requested solely for the purposes of understanding the expected ramp-up and long-term development of the Interested Party’s capture and delivery project.

EnEarth currently envisages that the standard long-term capacity product for the Prinos CO_2 Storage Facility will be based on a duration of fifteen (15) years.

The indicative profile set out below does not imply or constitute any commitment, representation or indication by EnEarth that injection and storage capacity will be available, offered, allocated or reserved to the Interested Party, nor does it reflect the final duration, availability or terms of any future Access Contract or capacity allocation.

Year	Metric Tonnes	Year	Metric Tonnes
2030		2039	
2031		2040	
2032		2041	
2033		2042	
2034		2043	
2035		2044	
2036		2045	
2037		2046	
2038		2047	

Peak delivery rates and seasonal variability (e.g. monthly or quarterly number of shipments, any cargo volume variation etc.): [•]

6. Capture Project information

(a) Location: [•]

(b) Technology: [•]

(c) Project Development Status:

☐ Concept stage
☐ Pre-FEED
☐ FEED
☐ FID expected (month/year): [•]
☐ COD expected (month/year): [•]

If capture plant includes multiple trains, please specify COD per train: [•]

(d) Permitting status and implementation timeline: [•]

(e) Estimated CO_2 capture capacity (tonnes CO_2/year): [•]

7. Additional Information for Aggregators / Intermediaries

(To be completed only by Interested Parties participating as Aggregators / Intermediaries)

The Interested Party shall provide, to the extent reasonably available at the time of submission, information regarding the underlying CO_2 sources intended to be included within the aggregation project.

For each identified source, the Interested Party shall provide:

(a) name of the emitter or project (where disclosure is permitted): [•]

(b) industrial sector: [•]

(c) country and location: [•]

(d) indicative annual CO_2 volume (tCO_2/year): [•]

(e) expected capture project maturity status: [•]

(f) indicative expected start date of CO_2 delivery: [•]

Where the identity of an underlying source cannot be disclosed due to confidentiality restrictions, the Interested Party may provide the relevant information on an anonymised basis.

8. Captured CO_2 stream specifications

a) Pressure at arrival (barg) at Prinos CO_2 terminal import flange (custody transfer point): [•]

b) Temperature at arrival (°C) at Prinos CO_2 terminal import flange (custody transfer point): [•]

c) Actual CO_2 composition expected to be delivered (compliant to the CO_2 specifications set out in Article 14 of the Prinos CO_2 Storage Permit[1] as well as any impurities not stated in the specifications). Please fill in the appropriate table in Appendix A below.

d) Biogenic CO_2 (if applicable)

- Estimated average percentage of biogenic CO_2 in the total captured stream over the duration of the Project: [• %]
- For each delivery or batch of CO_2, the expected biogenic CO_2 percentage (as a proportion of total CO_2 delivered): [•]

  Such information must be submitted in accordance with applicable measurements, monitoring and reporting standards, as may be required for certification or regulatory purposes.

[1] https://diavgeia.gov.gr/doc/%CE%95%CE%A5%CE%9D%CE%93465%CE%98%CE%A6%CE%96-%CE%93%CE%9B%CE%9A?inline=true

9. Indicative LCO_2 transport concept to Prinos CO_2 Storage Facility:

(to be filled only by Interested Parties delivering LCO_2 by ship)

Please indicate how the LCO_2 will be transported to the Prinos CO_2 Storage Facility:

- **CO_2 Transport by the Interested Party**: (Yes/No)
  If yes, provide specifications of vessels (MP, delivery temperature, delivery pressure, type of vessel, unloading rate etc.). You can also attach relevant supporting documentation.

Specification	Details
Delivery Temperature (°C)	
Delivery Pressure (barg)	
Unloading Flowrate and preferred duration of unloading (actual transfer time incl ramp-up and ramp-down) (m^3/hour)	
No of vessels required and preferred scheduling pattern (cargo roundtrips per year, duration between round trips, roundtrips per year per vessel)	
Vessel parameters	
i) Design standards	
ii) Draft (m)	
iii) Beam (m)	
iv) LOA (m)	
v) DWT Tonnage (tonnes)	
vi) Tanks type	
vii) Volume capacity min/normal/max (m^3)	
viii) Manifold dimensions (inches)	
ix) Unloading rate min/normal/max (m^3/hour)	
x) SSL connector type	
Frequency of deliveries to Prinos CO_2 Storage Facility	
Estimated availability or downtime per annum (%), stop frequencies (number of stops per year), indication of calendar months when stops are planned, and durations of stops (days per stop) of CO_2 source facility.	
Ability of ship to receive CO_2 vapor returned from Prinos CO_2 Storage Facility, (if yes, please provide relevant data in Appendix B).	

Cold ironing requirement, including shore power voltage (kV), capacity (MW) and frequency (Hz)	
Additional technical, operational or vessel interface requirements (e.g. firefighting support, shore utilities, flexible hose arrangements or other unloading support requirements)	

Additional Technical Details: [•]

10. Non-Binding Nature

The Interested Party expressly acknowledges that:

- participation in Stage-1 (Non-Binding Stage) is strictly of a non-binding nature and does not confer any right, priority or legitimate expectation to the allocation of injection or storage capacity;
- no ranking or prioritization or allocation of capacity takes place during Stage-1(Non-Binding Stage);
- submission of this Non-Binding Capacity Request Form and any accompanying documentation and information is on a purely non-binding basis and does not constitute a binding offer, commitment or contractual undertaking by the Interested Party or by EnEarth;
- EnEarth is under no obligation to proceed to the Stage-2 (Binding Stage), to allocate capacity, or to enter into any contractual arrangements as a result of the Stage-1 (Non-Binding Stage).
- Participation in Stage-1 (Non-Binding Stage) does not create any legitimate expectation on the part of any Interested Party in respect of the allocation of capacity or the progression to Stage-2 (Binding Stage).

For and on behalf of the Interested Party:

Authorised Signatory (duly authorised to sign on behalf of the Interested Party)

Name: _____

Position: _____

Company: _____

Place: _____

Date: _____

Signature: _____

Appendix A

Interested Parties are requested to indicate the expected actual composition of CO_2 which will be delivered at the terminal import flange (Custody Transfer Point).

Class	Component	Specification	
		Expected actual concentration	Unit
	Carbon dioxide		mol%
	Water		ppm mol
Non-condensable gases	Oxygen		ppm mol
	Hydrogen		ppm mol
	Carbon monoxide		ppm mol
	Total non-condensable gases (inclusive of those listed above and elsewhere in this specification and N2, Ar etc.)		ppm mol

Class	Component	Specification	
		Expected actual concentration	Unit
Organic compounds	Propane & other aliphatic hydrocarbons		mol%
	Hydrogen cyanide		ppm mol
	BTEX		ppm mol
	Methanol		ppm mol
	Ethanol		ppm mol
	Formaldehyde		ppm mol
	Acetaldehyde		ppm mol
	Ethylene		ppm mol
	VOCs in addition to those stated separately within this section of the spec.		ppm mol
Nitrogen compounds	NOx		ppm mol
Sulphur compounds	H_2S		ppm mol
	SOx		ppm mol
	Total sulphur compounds		ppm mol
Other organic compounds	Amines		ppm mol
	Ammonia		ppm mol
	Mono-Ethylene Glycol (MEG)		ppm mol
	Tri-Ethylene Glycols (TEG)		ppm mol
Metals	Mercury		ppb mol
Particulates	Sodium chloride		ppm wt
	Particulates	..... ppm wt of particles larger than 1 micron	
Any other expected contaminants			

Appendix B

Interested Parties are requested to indicate any specific limits of contaminant concentrations that can be tolerated in the Ship Return Gas (SRG).

Class	Component	Specification	
		Concentration limit	Unit
	Carbon dioxide		mol%

Class	Component	Specification	
		Concentration limit	Unit
	Water		ppm mol
Non-condensable gases	Oxygen		ppm mol
	Hydrogen		ppm mol
	Carbon monoxide		ppm mol
	Total non-condensable gases (inclusive of those listed above and elsewhere in this specification and N2, Ar etc.)		ppm mol
Organic compounds	Propane & other aliphatic hydrocarbons		mol%
	Hydrogen cyanide		ppm mol
	BTEX		ppm mol
	Methanol		ppm mol
	Ethanol		ppm mol
	Formaldehyde		ppm mol
	Acetaldehyde		ppm mol
	Ethylene		ppm mol
	VOCs in addition to those stated separately within this section of the spec.		ppm mol
Nitrogen compounds	NOx		ppm mol
Sulphur compounds	H_2S		ppm mol
	SOx		ppm mol
	Total sulphur compounds		ppm mol
Other organic compounds	Amines		ppm mol
	Ammonia		ppm mol
	Mono-Ethylene Glycol (MEG)		ppm mol
	Tri-Ethylene Glycols (TEG)		ppm mol
Metals	Mercury		ppb mol
Particulates	Sodium chloride		ppm wt
	Particulates	..... ppm wt of particles larger than 1 micron	

ΠΑΡΑΡΤΗΜΑ – IV

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]

ΠΑΡΑΡΤΗΜΑ – V

Annex IV

Solemn Declaration

(to be signed by the authorised representative of the Interested Party)

To: EnEarth Greece Single Member S.A.

1. I, [NAME], acting in my capacity as [POSITION] of [COMPANY NAME] (the **“Company”**), hereby declare on behalf of the Company that:

(a) the information and documents submitted by the Company as part of the Stage-1 Submission Package, including the Registration Form, the Non-Binding Capacity Request Form, the Confidentiality Agreement, and any supporting documentation, are true, accurate and complete;

(b) the Company is duly incorporated and validly existing under the laws of the jurisdiction in which it is established;

(c) the Company is not subject to bankruptcy, insolvency, liquidation or similar proceedings and is not in any analogous situation arising from a similar procedure under the laws of the jurisdiction in which it is established;

(d) the Company and its authorised representatives comply with the applicable laws and regulations, including those relating to anti-corruption, fraud, money laundering, sanctions and competition law. The Company further complies with all applicable confidentiality obligations and with competition law in connection with its participation in the Market Test;

(e) the Company has reviewed the Stage-1 (Non-Binding Stage) Notification and the Market Test Guidelines and unconditionally accepts the procedures governing the Market Test and declares the absence of exclusion grounds under the Notification.

(f) the Company is not aware of any conflict of interest affecting its participation in the Market Test and undertakes to promptly disclose to EnEarth Greece any such conflict that may arise during the course of the Market Test or the structured cooperation under the Joint Development Agreement.

2. I declare and acknowledge that any false statement or concealment of material facts in this declaration or in any document forming part of the Stage-1 Submission Package shall constitute grounds for immediate exclusion from the Market Test and revocation of any subsequent participation, in accordance with the Market Test Guidelines.

3. I further confirm that I am duly authorised to sign this declaration on behalf of the Company.

Capitalised terms used in this declaration shall have the meaning attributed to them in the Stage-1 Notification, unless otherwise defined herein.

Signed for and on behalf of the Company

Name: _____

Position: _____

Company: _____

Place: _____

Date: _____

Signature: _____

ΠΑΡΑΡΤΗΜΑ - VI

JOINT DEVELOPMENT AGREEMENT

FOR STRUCTURED COOPERATION UNDER STAGE-1 OF THE MARKET TEST FOR THE

PRINOS CO_2 STORAGE FACILITY

This Joint Development Agreement (Agreement) is entered into on [●] (the “Effective Date”) BY AND BETWEEN:

(1) **EnEarth Greece Single Member S.A.**, a company incorporated under the laws of Greece, with registered offices at 32 Kifissias Avenue, Marousi, Greece (“**Storage Operator**”); and

(2) **[Company Name]**, a company or consortium incorporated under the laws of [Jurisdiction], with registered offices at [Address]/ represented by [insert consortium representative’s details], (“**Participant**”).

The Storage Operator and the Participant are hereinafter referred to individually as a **“Party”** and collectively as the **“Parties”**.

WHEREAS:

(A) The Storage Operator is developing the Prinos CO_2 Storage Facility, located in Northern Greece, for the permanent geological storage of captured carbon dioxide (CO_2).

(B) The Participant is developing, or intends to develop, CO_2 capture, aggregation, conditioning and/or transport arrangements for the purpose of delivering CO_2 to the Prinos CO_2 Storage Facility (“Participant Project”).

(C) The Storage Operator is conducting a structured, transparent and non-discriminatory Market Test for the allocation of injection and storage capacity at the Prinos CO_2 Storage Facility, in accordance with the applicable legal and regulatory framework, including Article 27 of Law 5261/2025 (and in particular Articles 27(2) and 27(3) thereof), the Stage-1 Notification, and the Market Test Guidelines (Government Gazette B’ 775 16.2.2026) approved by the Regulatory Authority for Energy, Waste and Water (RAAEY).

(D) The Market Test is structured in two sequential stages:

- **Stage-1 (Non-Binding Stage)**, consisting of registration, submission of non-binding capacity requests and a structured cooperation process implemented through the execution of this Joint Development Agreement; and
- **Stage-2 (Binding Stage)**, during which eligible participants may submit binding offers for injection and storage capacity and, subject to the outcome of the allocation process, may enter into an Access Contract with the Storage Operator.

(E) The Participant has been admitted to Stage-1 of the Market Test following submission of a Stage1 Submission Package in accordance with the Stage-1 Notification.

(F) The execution of this Joint Development Agreement establishes a structured cooperation process between the Parties during Stage-1 (Non-Binding Stage) of the Market Test, with a view to facilitating technical, operational and commercial alignment between the Participant Project and the Storage Project, and to supporting the Participant’s preparation for potential participation in Stage2 (Binding Stage) of the Market Test.

(G) The Parties acknowledge that this Agreement:

- forms an integral part of the Stage-1 (Non-Binding Stage) of the Market Test;
- constitutes a structured cooperation instrument of a pre-contractual and non-binding nature;
- does not constitute an allocation, reservation or other grant of injection and/or storage capacity;
- does not constitute a determination of eligibility for Stage-2; and
- does not create any right, priority or legitimate expectation regarding the allocation of capacity or the execution of an Access Contract, which may arise only following the Binding Stage of the Market Test and in accordance with the Applicable Regulatory Framework.

(H) The Parties further acknowledge that: (i) this Agreement has been proposed by the Storage Operator and approved by RAAEY as part of the Stage-1 Notification pursuant to Article 27(3) of Law 5261/2025 and the applicable provisions of the Capacity Allocation Code and Market Test Guidelines; (ii) this Agreement shall be interpreted and applied in accordance with the Market Test Guidelines, the Capacity Allocation Code, the Tariff Regulation, the Stage-1 Notification and applicable law, as in force from time to time and (iii) in the event of any conflict between the terms of this Agreement and the provisions of Law 5261/2025, the Capacity Allocation Code, the Market Test Guidelines or any other applicable decision of RAAEY, the statutory and regulatory provisions shall prevail.

A. DEFINITIONS

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

Access Contract means the binding agreement between the Storage Operator and a Participant governing access to the Prinos CO_2 Storage Facility and the provision of CO_2 handling, injection and storage services, which may be executed following the Binding Stage of the Market Test.

Agreement means this Joint Development Agreement.

Applicable Regulatory Framework means Law 5261/2025, the Market Test Guidelines, the Capacity Allocation Code, the Storage Site Management Code, the Tariff Regulation, the Stage-1 Notification, the Storage Permit and any applicable laws, regulations, decisions, codes, approvals,

directions or opinions of any competent authority, in each case as amended, supplemented or replaced from time to time.

Capacity Allocation Code means the framework for allocating capacity on the Prinos CO_2 Storage Facility as defined in Article 27 of the CCS Law and implemented by virtue of RAAEY Decision E28/2025 (Government Gazette 773/B/16.02.2026), issued pursuant to Article 40 Paragraph 10.(b) of CCS Law, as each time amended, supplemented and in force.

Confidential Information means any information that is defined as “Confidential Information” under the Confidentiality Agreement attached to this Agreement as Annex III.

CO_2 Entry Specifications means the technical and quality specifications applicable to CO_2 streams delivered to the Storage Facility, as set out in the Storage Permit and/or the technical documentation made available by the Storage Operator from time to time.

Effective Date means the date of entry into force of this Agreement.

Joint Development Working Group or JDWG means the joint coordination body established by the Parties under this Agreement for the purpose of facilitating structured cooperation, technical, operational and commercial alignment and information exchange between the Parties.

Market Test means the structured, transparent and non-discriminatory process conducted by the Storage Operator for the allocation of injection and storage capacity at the Prinos CO_2 Storage Facility, comprising Stage-1 (Non-Binding Stage) and Stage 2 (Binding Stage).

Market Test Guidelines means the document establishing the rules, principles and procedures governing the Market Test for the reservation and allocation of injection and storage capacity at the Prinos CO_2 Storage Facility, as approved by the RAAEY (Decision E-30/2025/12.02.2026, Government Gazette B’ 775/16.02.2026), as each time amended and in force.

Non-Binding Capacity Request means the indicative and non-binding request submitted by the Participant during Stage-1 of the Market Test, describing its preliminary interest in injection and storage capacity.

Participant means the legal entity admitted to Stage-1 of the Market Test in accordance with the Stage-1 Notification and which is a Party to this Agreement.

Participant Project means the CO_2 capture, aggregation, conditioning and/or transport arrangements developed or to be developed or represented by the Participant for the purpose of delivering CO_2 to the Prinos CO_2 Storage Facility.

Prinos CO_2 Storage Facility or **Storage Facility** means the integrated system for the reception, handling, injection and permanent geological storage of CO_2 developed and operated by the Storage Operator in the Prinos concession area, including the offshore storage complex, injection wells, subsea infrastructure, marine import terminal, and all associated onshore and offshore installations required for the handling, injection and storage of CO_2.

Stage-1 (Non-Binding Stage) means the first stage of the Market Test during which interested parties register, submit non-binding capacity requests and engage in structured cooperation with the Storage Operator through the execution of a Joint Development Agreement.

Stage-2 (Binding Stage) means the second stage of the Market Test during which eligible participants may submit binding offers for injection and storage capacity and, subject to the outcome of the allocation process, may enter into an Access Contract with the Storage Operator.

Storage Operator means EnEarth Greece Single Member S.A., acting as the developer and operator of the Prinos CO_2 Storage Facility.

Storage Project means the development, permitting, financing, construction, commissioning, operation, maintenance and expansion, if any, of the Prinos CO_2 Storage Facility and its associated infrastructure.

Storage Site Management Code means the Code on the Management of the Storage Facility as described in the CCS Law, including among others the governing rules and conditions between the Users and the Storage Operator for the safe and efficient operation of the System.

1. SCOPE

1.1 The purpose of this Agreement is to establish a structured cooperation process and coordination framework between the Parties during Stage-1 (Non-Binding Stage) of the Market Test in order to facilitate coordination between the Participant Project and the Storage Project in accordance with the Applicable Regulatory Framework. It is expressly provided that this condition is met regardless of whether a Participant executed the Agreement directly or indirectly, i.e., represented by an aggregator or any other intermediary.

1.2 Such cooperation is intended to:

- support the structured exchange of project-related information between the Parties;
- identify technical, operational, commercial and scheduling considerations across the capture, transport and storage chain, and support their alignment where appropriate;
- support the development of a consolidated and coordinated understanding of key parameters of the Participant Project and the Storage Project and their interfaces, including indicative CO_2 volumes, delivery concepts, project timelines and ramp-up assumptions;
- support the identification of high-level dependencies and indicative conditions precedent relevant to the potential progression of the projects towards Final Investment Decision (FID); and

- facilitate the Participant’s preparation for potential participation in Stage-2 (Binding Stage) of the Market Test, in accordance with the Stage-1 Notification and the Market Test Guidelines.

1.3 This Agreement is entered into without prejudice to the outcome of Stage-2, the regulated capacity allocation process under the Applicable Regulatory Framework, the Parties’ independent investment decisions and the powers of RAAEY and the CCS Competent Authority.

1.4 For the avoidance of doubt, nothing in this Agreement shall:

a) oblige either Party to proceed with the development of its project;

b) create any binding investment commitment or financing obligation;

c) oblige the Participant to participate in Stage-2;

d) oblige the Storage Operator to admit the Participant to Stage-2 except in accordance with the Applicable Regulatory Framework;

e) oblige either Party to enter into any contractual arrangement, including an Access Contract;

f) restrict the Storage Operator in the conduct of the Market Test in accordance with the Applicable Regulatory Framework;

g) restrict the possibility of any CO_2 capture project to participate in Market Test Stages directly and/or indirectly, through an aggregator, a transport operator, an intermediary or any other representative, provided, however, that the same CO2 volume will not be booked or allocated more than once, directly and/or through an aggregator or other intermediary or any other representative;

h) restrict the right of any CO_2 capture project to review the nature and the form of its participation in Stage-2, taking into account the current trends of the emerging CO_2 market and value chain;

i) constitute a reservation or allocation of injection or storage capacity, or create any right, priority or legitimate expectation in respect of capacity allocation;

j) constitute a term sheet, letter of intent or any form of binding pre-contractual commitment, save for the obligations expressly set out in Clause 1.7 below;

k) create any exclusivity between the Parties or restrict either Party from engaging in discussions or negotiations with third parties, or

l) be interpreted as granting the Participant any exclusive or preferential right with respect to the Storage Facility.

1.5 Any such rights may arise only pursuant to an Access Contract duly entered into between the Parties, following the submission of a binding offer by the Participant and the relevant allocation process and in each case in accordance with the Applicable Regulatory Framework.

1.6 Without prejudice to Article 7, this Agreement shall remain in effect until the earliest of:

a) the execution of an Access Contract between the Parties;
b) the Participant’s withdrawal from the Market Test, effected by written notice to the Storage Operator in accordance with Article 7.1 hereof;
c) the Participant’s non-admission to, or exclusion from, or non-participation in, or non-allocation of capacity following Stage-2;
d) the termination, suspension, material modification or discontinuance of the Market Test, or of the relevant Stage, in accordance with the Applicable Regulatory Framework; or
e) termination of this Agreement in accordance with Article 7 hereof.

1.7 Notwithstanding the non-binding nature of the Agreement, the provisions of this Agreement relating to competition law compliance (Article 5.8), confidentiality (Article 8), data protection (Articles 8.2 and 8.3), liability (Article 9), termination (Article 7), notices (Article 10) and governing law and dispute resolution (Article 11) are intended to be, and shall constitute, legally binding and enforceable obligations of the Parties.

2. COOPERATION CHAPTERS

2.1 The structured cooperation phase under this Agreement shall be organized into three (3) coordination chapters.

2.2 The cooperation chapters may be implemented sequentially or, where appropriate, in parallel, depending on the development status of the Parties’ respective projects, the coordination needs identified through the Joint Development Working Group (JDWG) and the overall Market Test timetable. The cooperation chapters are intended to address the following key areas of coordination:

2.3 Chapter A – Initial Alignment

The purpose of this chapter is to establish a common understanding of the main characteristics and timelines of the Participant Project and the Storage Project.

The Parties shall exchange and review the principal parameters of their respective projects including anticipated CO_2 volumes, delivery concepts, project development timelines, expected start-up assumptions and indicative ramp-up profiles.

The Parties shall also identify the main technical and operational interface points between the capture, transport and storage components of the CO_2 value chain, together with any major dependencies that may affect the coordinated development of the projects, including infrastructure availability, permitting processes, or financing milestones.

The outcome of this chapter shall be the establishment of a shared baseline understanding of the projects and the identification of the key areas requiring further coordination in the subsequent chapters.

2.4 Chapter B – Technical and Interface Alignment

The purpose of this chapter is to support the alignment of the principal technical and operational assumptions across the capture, transport and storage chain.

The Parties shall discuss key technical and operational interface assumptions, including delivery concepts, transport configurations, tie-in arrangements, unloading concepts, metering and monitoring approaches, scheduling assumptions, maintenance schedules and operational parameters. Such discussions may also include, where applicable, the unloading operations of the vessel with or without vapor return, the handling of vapour return, the facilities provided by the terminal to facilitate unloading of the vessel, and the compatibility of such arrangements with ship and terminal systems.

This chapter shall also address indicative injection and delivery profiles, including expected ramp up scenarios and operational assumptions during the initial years of operation.

The outcome of this chapter shall be to support the identification, assessment and resolution of technical and operational compatibility issues, technical constraints and interface risks that may affect project development. Where relevant, issues addressed and clarified shall also be reflected in the Storage Site Management Code.

For the avoidance of doubt, discussions under this Chapter B do not affect the Storage Operator’s rights and obligations under the Applicable Regulatory Framework, including the right to reject CO_2 streams that do not comply with the applicable CO_2 Entry Specifications. Where the Storage Operator proposes a material amendment to the CO_2 Entry Specifications that may materially affect the technical interface between the Participant Project and the Storage Project, the Storage Operator shall, without delay, inform the Participant and may discuss the technical implications through the JDWG. Nothing in this provision shall restrict or prejudice the Storage Operator's obligations, rights or discretion under the Applicable Regulatory Framework, the Storage Permit or applicable operational and safety requirements.

2.5 Chapter C – Permitting, Scheduling and Project Maturity Alignment

The purpose of this chapter is to develop a shared understanding of the permitting, scheduling, project-maturity aspects, and, where relevant, the broader regulatory context, affecting the coordinated development of the projects.

The Parties shall review the development status of their respective projects, including engineering progress, permitting status and progress, financing, and internal approval procedures.

The Parties shall also identify the principal permitting, technical and scheduling risks, as well as any relevant regulatory or contractual framework considerations that may affect the development of the projects and discuss the main dependencies between the Participant Project, any associated transport infrastructure and the Storage Project, including where relevant, high-level assumptions relating to the standard Access Contract structure and project interface arrangements.

This chapter may be implemented in parallel with Chapter B where appropriate. The outcome of this chapter shall be to support the synchronisation of project timelines and ramp up assumptions, and the identification of key permitting, regulatory and project development dependencies.

2.6 Timeline

The indicative timeline for the implementation and completion of the cooperation chapters shall be communicated by the Storage Operator through the JDWG, having regard to the development status of the Parties' respective projects and the overall Market Test timetable.

3. COOPERATION OUTCOME

3.1 The structured cooperation carried out under Article 2 above shall result in the development of a non-binding cooperation outcome reflecting the information exchanged and the discussions held between the Parties. Such outcome may, as applicable, reflect:

a. consolidated overview of the Participant Project and the Storage Project, including key project information and parameters relevant to the indicative alignment of the Parties’ respective projects;

b. the identification of technical and operational interface considerations across the CO_2 capture, aggregation, transport and storage chain;

c. indicative project timelines, delivery concepts and ramp-up assumptions; and

d. principal dependencies and high-level conditions precedent relevant to the potential progression of the projects towards the execution of the Access Contracts and the joint Final Investment Decision (FID).

4. JOINT DEVELOPMENT WORKING GROUP (JDWG)

4.1 The JDWG shall serve as the principal forum for facilitating cooperation between the Parties.

The JDWG shall support:

a. the exchange and review of information under this Agreement;

b. the facilitation of discussions under the cooperation chapters described in Article 2; and

c. the overall implementation of the structured cooperation phase.

4.2 Establishment and Composition of the JDWG

Each Party shall designate its representatives to the JDWG and a single point of contact for the purposes of this Agreement within five (5) Business Days following execution of this Agreement. Each Party may update such designation by written notice to the other Party.

The JDWG shall consist of representatives appointed by each Party, with a minimum of two (2) representatives per Party. Each Party may invite technical, legal, financial or other advisors to attend JDWG meetings as observers or supporting participants where reasonably required and subject to confidentiality undertakings. Where a matter under discussion requires clarification of the Applicable Regulatory Framework or the Storage Permit, the Storage Operator may, after prior notice to, and consent of, the Participant, invite HEREMA to attend the relevant part of a JDWG meeting as an observer, subject to appropriate confidentiality arrangements.

Each Party shall ensure that its representatives possess sufficient technical, commercial or legal expertise to support effective cooperation under this Agreement.

4.3 JDWG meetings and procedures

The JDWG shall meet periodically, as may be agreed between the Parties and as reasonably required to support the structured cooperation process under this Agreement. Meetings may be held in person or remotely via secure electronic means.

Periodic JDWG meetings shall be convened by the Storage Operator's appointed representatives, , upon reasonable prior notice. Ad hoc JDWG meeting may be also convened by the Storage Operator upon reasonable written request by the Participant

An agenda shall be circulated to the Parties in advance of each meeting, where reasonably practicable. Minutes of the meeting or meeting summaries shall be prepared by the Storage Operator's representatives and circulated to the other Party following each meeting. The other Party shall review and, if appropriate, submit proposed amendments to the minutes in writing. The minutes shall serve as an administrative record only and shall not create binding obligations or amend this Agreement unless expressly agreed in writing by duly authorised representatives of both Parties. If no written objection is raised within ten (10) Business Days from circulation, the minutes shall be deemed approved by both Parties. Approved or deemed-approved minutes shall constitute the agreed record of the relevant JDWG meeting.

The JDWG shall operate as a discussion and coordination forum only and shall not have decision making authority, nor the power to bind either Party or to amend the rights and obligations of the Parties under this Agreement.

5. INFORMATION EXCHANGE

5.1 Information provided by the Storage Operator

Within fifteen (15) days following the Effective Date, unless otherwise agreed through the JDWG, the Storage Operator shall grant the Participant access, through a secure data room or equivalent controlled-access arrangement, to the core project documentation available at that time, subject to confidentiality restrictions. Such documentation shall include to the extent available and applicable:

a. the Prinos CO_2 Storage Site Management Code (if not already publicly available);

b. the standard Access Contract of the mandatory minimum content under Law 5261/2025, provided for information purposes only;

c. the CPR;

d. the EVA principles;

e. the applicable pre-FID reference tariff, as and when calculated pursuant to the Tariff Regulation;

and

f. technical project documentation for the Storage Project, including:

   i. a technical description of the Storage Facility, including associated handling and storage infrastructure, injection wells, transport interface, and expected operational parameters including, where relevant, indicative arrangements at the ship-to-terminal interface, such as vapour return for pressure management during unloading

operations, including considerations regarding composition, pressure and temperature parameters;

ii. evidence of project maturity, including project schedules (Gantt charts) and key development milestones up to the expected Final Investment Decision or Commercial Operation Date, at the level of detail available at the time, and, where available, information on the status of engineering studies or FEED;

iii. a description of the principal development stages of the Storage Project, including a permitting roadmap and key development milestones, where available; and

iv. copies of any submitted or approved permits relevant to injection, storage or associated infrastructure, where available.

5.2 The Storage Operator may update or supplement the documentation as the Storage Project evolves and shall make such updates available through the data room or other agreed channels where reasonably relevant to the structured cooperation process.

5.3 The Storage Operator shall promptly notify the Participant of any material change affecting the information provided pursuant to Article 5.1, including changes to expected volumes, schedules, the technical specifications, permitting critical path or overall project viability.

5.4 All information provided by the Storage Operator under this Article is indicative, subject to change as the Storage Project evolves, and is provided solely for the purposes of structured cooperation under this Agreement.

5.5 Information provided by the Participant

Within fifteen (15) days following the Effective Date, unless otherwise agreed through the JDWG, the Participant shall provide, through a secure data room or equivalent controlled-access arrangement in which the other participants will not have any access rights, the core project documentation available at that time.

Such information shall include to the extent available and applicable:

a. Indicative technical data and characteristics of the CO_2 stream, including expected composition, pressure, temperature, impurity levels and expected variability;

b. forecast annual CO_2 quantities together with monthly injection profiles and a proposed delivery or transport concept, including indicative delivery windows or shipment assumptions, where available;

c. a project schedule (Gantt chart) showing development milestones up to the expected Final Investment Decision and Commercial Operation Date, to be updated as the project evolves;

d. a high-level description of the principal development stages of the Participant Project, including, where available, a permitting roadmap and status;

e. copies of any submitted or approved permits relevant to the capture, aggregation, conditioning, transport or delivery of CO_2, where available;

f. where reasonably available and proportionate to the stage of development, high-level information on project maturity, including the status of engineering studies or FEED, anticipated timeline to Final Investment Decision and Commercial Operation Date;

g. where reasonably available and proportionate to the stage of development, high-level information regarding financial standing, financing approach or credit support arrangements (it being understood that such information shall be consistent with, and need not exceed, the financial requirements set out in the Stage-1 Notification); and

h. confirmation of compliance with confidentiality, competition law, anti-corruption, antimoney-laundering and EU sanctions requirements.

The Participant shall ensure that the information provided is sufficiently complete and updated to support the structured cooperation process and shall promptly notify the Storage Operator of any material changes affecting the information provided, including changes to expected volumes, schedules, transport concepts, permitting critical paths or overall project viability. For the avoidance of doubt, all information provided by the Participant under this Article is indicative only, is provided to the best of the Participant’s knowledge at the relevant time, and is subject to change as the Participant Project evolves.

5.6 Periodic updates and alignment

Throughout the duration of this Agreement, the Parties shall update the information exchanged under this Agreement as reasonably required to support technical alignment of assumptions and interface considerations between the Participant Project and the Storage Project, and in any event at the frequency required under the Stage-1 framework and Market Test Guidelines.

Each Party shall provide the other Party with periodic written updates, at intervals to be agreed between the Parties or as reasonably required, on the development of its respective project, including relevant engineering progress, permitting status, financing milestones and overall project development status.

Such updates may include, where applicable:

a. FEED or detailed engineering progress;

b. material changes to project scope or schedule;

c. status of regulatory filings, procurement or internal approvals;

d. any foreseen risks or deviations that may affect overall project readiness, interface alignment or potential participation in Stage-2 of the Market Test; and

e. progress in the regulated allocation as per the Capacity Allocation Code to the extent that it affects the Capturing Project.

The Parties shall discuss such updates within the JDWG, which shall serve as the formal forum for discussion and cooperation, including the identification of dependencies, interface issues and critical path items.

5.7 Reliance on Information

Each Party shall use reasonable endeavours to ensure that all information and deliverables it provides under this Agreement are, to the best of its knowledge at the time of submission, accurate.

All information and deliverables exchanged under this Agreement are provided for the purposes of structured cooperation and interface alignment only and shall not be relied upon for investment decisions or Final Investment Decision (FID). The Storage Operator’s review of information submitted by the Participant is for the purposes of completeness, validity and structured cooperation only and shall not constitute project approval or a determination of eligibility for Stage2.

5.8 Competition Law Compliance

The Parties acknowledge that the exchange of commercially sensitive information between actual or potential competitors may give rise to competition law risks under EU and Greek law framework. The Parties shall restrict the exchange of information under this Agreement (including within the JDWG) to what is strictly necessary for the purpose of structured cooperation and interface alignment as described in Article 2, and shall not exchange information relating to: (i) future pricing strategies or commercial terms unrelated to the Storage Project or the Market Test; (ii) commercial relationships with third parties unrelated to the Storage Project; or (iii) any other competitively sensitive information not strictly required for the purposes of this Agreement. Each Party confirms its commitment to full compliance with applicable competition law at all times.

The Storage Operator shall not disclose, directly or indirectly, any commercially sensitive information of the Participant to any other Market Test participant or use such information for any purpose other than the structured cooperation under this Agreement. The Storage Operator 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.

6. RESPONSIBILITIES OF THE PARTIES

6.1 Each Party shall remain solely responsible for the development, financing, construction, operation and performance of its respective project, being the Participant Project for the Participant and the Storage Project for the Storage Operator.

6.2 Each Party shall perform its respective obligations under this Agreement in good faith and with reasonable diligence and shall cooperate in a constructive manner to support the activities carried out under this Agreement.

6.3 Each Party shall allocate reasonable technical, legal and managerial resources to support such activities carried out under this Agreement and shall respond to reasonable requests for information or clarification without undue delay.

6.4 Each Party shall promptly notify the other Party of any event or circumstance that may materially affect its ability to perform its obligations under this Agreement.

6.5 Each Party shall comply with all applicable laws and regulatory requirements relevant to the subject matter of this Agreement, including those relating to carbon capture and storage, emissions trading, EU sanctions, anti-bribery, anti-money-laundering and competition law.

6.6 Each Party shall bear its own costs incurred in connection with the structured cooperation process under this Agreement, including its participation in the JDWG.

6.7 The Storage Operator shall conduct the structured cooperation, the JDWG and the information exchange under this Agreement, and shall exercise its rights and discretions under this Agreement, on a transparent, objective and non-discriminatory basis as between the Participant and all other participants in the Market Test. Without limitation, the Storage Operator shall not (a) apply to the Participant standards, timing, access or support materially less favourable than those applied to any other participant in comparable circumstances, or (b) use its position in the conduct of the Market Test, or any Confidential Information of the Participant, to favour any CO_2 capture, aggregation, conditioning, transport or shipping activity of any other participant.

7. TERMINATION

7.1 The Participant may terminate this Agreement at any time by giving no less than twenty (20) days’ prior written notice to the other Party.

The Storage Operator may terminate this Agreement at any time by giving no less than twenty (20) days’ prior written notice to the other Party for a duly justified reason, which must be communicated without delay to the CCS Competent Authority and RAAEY. In such a case the Storage Operator must terminate concurrently its Joint Development Agreements with all Participants in the Market Test.

7.2 The Storage Operator may terminate this Agreement with immediate effect by written notice provided that the Storage Operator shall specify the applicable grounds for termination in such notice, if such termination is required in order to comply with the Applicable Regulatory Framework, applicable law, a regulatory decision, instruction or direction of a competent authority, or any material modification, suspension or discontinuance of the Market Test or relevant Stage.

7.3 Either Party may terminate this Agreement with immediate effect by written notice describing the breach if the other Party commits a material breach of this Agreement and fails to remedy such breach within a reasonable cure period specified in the notice, which shall be not less than twenty (20) Business Days, unless a shorter period is reasonably required given the nature of the breach.

7.4 Upon termination of this Agreement, each Party shall return or destroy Confidential Information in accordance with Article 8. Any provisions of this Agreement which by their nature are intended to survive termination, including confidentiality, liability, dispute resolution provisions and any accrued rights and obligations, shall remain in effect.

7.5 For the avoidance of doubt:

a. termination of this Agreement shall not give rise to any break fee, penalty or compensation to any Party;

b. termination shall not per se confer or extinguish any right to injection or storage capacity or any Participant’s eligibility to participate in the Market Test which shall be governed exclusively by the Applicable Regulatory Framework and the decisions of the competent authorities;

c. neither Party shall incur any liability solely as a result of deciding not to continue the cooperation process under this Agreement or not to participate in Stage-2 (Binding Stage); and

d. neither Party shall be entitled to claim loss of opportunity or expectation loss arising solely from the lawful termination or expiry of this Agreement.

7.6 Nothing in this Article shall limit or exclude any liability arising from fraud, willful misconduct or breach of confidentiality obligations.

8. CONFIDENTIALITY AND DATA PROTECTION

8.1 The Parties acknowledge and agree that any Confidential Information exchanged between them in connection with this Agreement during its term, including any technical, commercial, regulatory or financial information relating to the Participant, the Participant Project, the Storage Project or the Market Test process, shall be subject to and governed by the provisions of the Confidentiality Agreement attached as Annex III, the terms of which are expressly incorporated

into this Agreement by reference and constitute binding obligations of the Parties. The supplementary confidentiality provisions of this Article 8 are intended to supplement, and shall not be excluded by, the Confidentiality Agreement, and the entire agreement clause of the Confidentiality Agreement shall not apply so as to exclude them. In the event of any conflict or inconsistency between this Article 8 and the Confidentiality Agreement, the Confidentiality Agreement shall prevail.

8.2 Each Party shall comply with all applicable data protection and privacy laws, including Regulation (EU) 2016/679 (GDPR), in relation to any personal data exchanged or processed in connection with 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. Each Party shall:

a) process personal data only for the purposes expressly permitted by this Agreement;

b) implement appropriate technical and organisational security measures; and

c) 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.

8.3 Upon termination of this Agreement, or upon written request of the disclosing Party, the receiving Party shall promptly return or destroy any personal data received from the disclosing Party and, on request, certify such return or destruction in writing, unless retention is required by applicable law.

9. LIABILITY

9.1 Except in cases of gross negligence, willful misconduct, fraud, or breach of the confidentiality obligations set out in Article 8, neither Party shall be liable to the other for any indirect, incidental or consequential loss arising from this Agreement, including loss of profits, loss of business opportunity, business interruption, loss of anticipated savings or reputational harm.

9.2 Each Party acknowledges that any information exchanged under this Agreement is provided solely for the purposes of structured cooperation and does not constitute any representation or warranty, express or implied, as to its accuracy, completeness or fitness for any particular purpose.

9.3 Each Party shall remain solely responsible for its own evaluation and use of such information and for any decisions taken in connection with its respective project.

9.4 For the avoidance of doubt, the Storage Operator does not guarantee:

a) the development, financing, regulatory approval, completion or commissioning of the Storage Project;

b) the availability, timing, quantity or continuity of any future storage capacity;

c) reservoir performance, injectivity, storage behaviour or operational performance beyond the standards applicable under law and the regulatory approvals; or

d) that participation in this Agreement will result in admission to Stage-2, award of capacity, or execution of an Access Contract.

9.5 The Participant remains fully responsible for the development, financing and readiness of its own capture facilities and any associated transport or delivery arrangements. For the avoidance of doubt, during the term of this Agreement, the Participant does not guarantee (a) the development, financing, or completion of the Participant Project; and (b) that entering into this Agreement will result in submission of a binding offer at Stage-2.

10. NOTICES

10.1 All notices, formal communications or requests under this Agreement shall be made in writing and delivered by registered post, courier with delivery confirmation, electronic mail with confirmation of receipt, or any other electronic communication platform agreed in writing by the Parties.

10.2 A communication shall be deemed received on the date of delivery if delivered by hand or courier, on the date recorded by registered mail, or on the date of confirmation of receipt if delivered by electronic means.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1 This Agreement shall be governed by and construed in accordance with the laws of the Hellenic Republic.

11.2 If either Party considers that a disagreement or dispute has arisen in connection with this Agreement, it shall notify the other Party in writing, describing the nature of the issue and, where applicable, any proposed corrective measures. The Parties shall seek to resolve the matter in good faith through discussions within the JDWG. The JDWG shall have 15 Business Days from the date of notification of the dispute by either Party to attempt to resolve the matter. If the JDWG is unable to resolve the dispute within that period, the matter shall be escalated to senior management representatives (being individuals of at least Director level or equivalent) of each Party, who shall meet (in person, by videoconference or by telephone) within ten (10) Business Days of the escalation notice and shall have a further twenty (20) Business Days from the date of that meeting to reach agreement. If the dispute remains unresolved following expiry of the senior management escalation period, either Party may commence arbitration in accordance with this Article 11.

11.3 Any dispute arising out of or in connection with this Agreement that cannot be resolved amicably and that is not subject to mandatory regulatory dispute resolution, as per article 28 of Law 5261/2025 and Market Test Guidelines framework, shall be finally settled by arbitration under

the Rules of Arbitration of the International Chamber of Commerce (ICC), save that any dispute arising out of or in connection with the Confidentiality Agreement shall be subject to the exclusive jurisdiction of the competent courts of Athens, Greece.

11.4 The seat of arbitration shall be Athens, Greece, the language of the arbitration shall be English, and the arbitral tribunal shall consist of three (3) arbitrators, appointed as follows: each Party shall appoint one arbitrator within [30] days of the commencement of arbitration; the two (2) appointed arbitrators shall jointly appoint the third arbitrator (who shall act as presiding arbitrator) within [30] days of the appointment of the second arbitrator. If either Party fails to appoint its arbitrator, or if the two (2) appointed arbitrators fail to agree on the third arbitrator within the specified periods, the ICC Court shall make the necessary appointments.

11.5 Any dispute arising out of or in connection with this Agreement shall be subject to arbitration in accordance with this Article 11, except for matters that fall within the jurisdiction of RAAEY, the CCS Competent Authority or other competent authorities under the Applicable Regulatory Framework.

Such regulatory matters shall be resolved in accordance with the applicable procedures under the Applicable Regulatory Framework, including any relevant dispute resolution mechanisms provided therein.

Nothing in this Agreement shall prevent either Party from bringing regulatory matters before the competent authorities or courts, as applicable, in accordance with the Applicable Regulatory Framework.

11.6 Pending final resolution of any dispute, the Parties shall continue to cooperate in good faith in accordance with the non-binding nature of this Agreement and to the extent reasonably practicable, unless this Agreement has been lawfully terminated in accordance with its terms.

12. GENERAL PROVISIONS

12.1 Entire Agreement

12.1.1 This Agreement, together with its Annexes, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, understandings, and agreements, whether written or oral, between the Parties relating to the subject matter of this Agreement.

12.1.2 For the avoidance of doubt, this entire agreement clause does not and shall not be construed to override or limit the application of the Applicable Regulatory Framework.

12.2 Amendments

12.2.1 No amendment to this Agreement shall be valid unless made in writing and signed by duly authorised representatives of both Parties.

12.2.2 In addition, any amendment to this Agreement that would affect the content of the JDA as approved by RAAEY pursuant to Article 27(3) of Law 5261/2025 and the Capacity Allocation Code shall require prior RAAEY approval before it takes effect. The Storage Operator shall notify RAAEY of any proposed amendment to this Agreement as soon as reasonably practicable. Pending the outcome of any such RAAEY approval, the existing (unamended) terms of this Agreement shall continue to apply in the interim, and the proposed amendment shall take effect only upon receipt of such approval.

12.2.3 In the event of any material amendment to the Applicable Regulatory Framework that affects the scope, terms or subject matter of this Agreement, the Parties shall discuss in good faith through the JDWG any necessary adjustments to the cooperation process.

12.3 Waiver

12.3.1 No waiver by either Party of any breach or default of any provision of this Agreement shall be deemed a waiver of any subsequent breach or default and shall not affect the other terms of this Agreement.

12.3.2 No act or omission by the Storage Operator in the course of the structured cooperation process under this Agreement shall be construed as a waiver of any right of the Storage Operator under this Agreement, the Applicable Regulatory Framework, or any future Access Contract.

12.4 Severability

12.4.1 If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12.4.2 If a provision is invalid due to conflict with the Applicable Regulatory Framework, it shall be deemed modified to the extent necessary to comply with such framework.

12.5 Relationship of the Parties

Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employment or fiduciary relationship between the Parties. Each Party shall act as an independent contractor in performing its obligations under this Agreement.

12.6 Assignment

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

12.7 Language

Any English-language summaries or translations of those instruments provided in the data room or during the JDWG process are provided for information purposes only, and the Greek-language versions of the regulatory instruments shall prevail in all cases of conflict or ambiguity.

12.8 Further Assurance

Each Party shall, at its own cost, execute and deliver such further documents and take such further action as may be reasonably requested by the other Party to give full effect to the terms of this Agreement, provided that nothing in this Article 12.8 shall require either Party to assume any obligation or liability beyond those expressly set out in this Agreement or in the Applicable Regulatory Framework.

12.9 Force Majeure

12.9.1 Neither Party shall be in breach of this Agreement, or be liable to the other Party, for any failure or delay in performing its obligations under this Agreement to the extent such failure or delay is caused by or results from a Force Majeure Event.

12.9.2 Force Majeure Event means any event or circumstance beyond the reasonable control of the affected Party that prevents or materially impedes the performance of its obligations under this Agreement, including (without limitation): acts of God; natural disasters; war, civil war, armed conflict or terrorism; strikes, industrial action or labour disputes (other than those solely involving personnel of the affected Party); governmental or regulatory action (including any action by RAAEY or the CCS Competent Authority under Law 5261/2025, as in force); or pandemic or epidemic declared by the competent health authorities.

12.9.3 The affected Party shall: (i) notify the other Party in writing as soon as reasonably practicable following the occurrence of a Force Majeure Event, describing the nature, expected duration and anticipated impact of the event; (ii) use reasonable commercial endeavours to mitigate the effects of the Force Majeure Event and to resume performance as soon as reasonably practicable; and (iii) provide regular updates to the other Party on the status of the Force Majeure Event.

12.9.4 If a Force Majeure Event continues for a period exceeding [90] consecutive days, either Party may terminate this Agreement without any notice and without liability to the other Party (subject to Article 7). Termination under this Article 12.9.4 shall not preclude the Participant to participate in Stage-2 of the Market Test (if this is subsequently re-conducted).

12.10 Third Party Rights

This Agreement does not confer any rights on any person or entity that is not a party to it (including RAAEY, the CCS Competent Authority, any other Market Test participant or any third-party lender or investor). Nothing in this Agreement shall be construed as creating any obligation on RAAEY or the CCS Competent Authority, or as a commitment by RAAEY or the CCS Competent Authority in respect of the Market Test, the Storage Project or any regulatory approval process under Law 5261/2025.

12.11 Announcements

Neither Party shall make any public announcement or communication concerning this Agreement or the participation of the Participant in the Market Test, nor use the name, trademarks or logo of the other Party, without that Party's prior written consent, except where, and to the extent, such disclosure is required by law, regulation or a competent authority (including any disclosure required of the Storage Operator under the Applicable Regulatory Framework). Where disclosure is so required, the disclosing Party shall, to the extent legally permitted, give the other Party prior notice and shall limit the disclosure to that which is required.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorised representatives on the date first written above.

For and on behalf of

EnEarth Greece Single Member S.A.

Name:

Title:

Date:

Signature:

For and on behalf of [Participant Company Name]

Name:

Title:

Date:

Signature:

Η απόφαση αυτή να δημοσιευθεί στην Εφημερίδα της Κυβερνήσεως.

Αθήνα, 22 Οκτωβρίου 2026

Ο Αντιπρόεδρος του Κλάδου

ΔΗΜΗΤΡΙΟΣ ΦΟΥΡΛΑΡΗΣ

ΕΘΝΙΚΟ ΤΥΠΟΓΡΑΦΕΙΟ

Το Εθνικό Τυπογραφείο αποτελεί δημόσια υπηρεσία υπαγόμενη στην Προεδρία της Κυβέρνησης και έχει την ευθύνη τόσο για τη σύνταξη, διαχείριση, εκτύπωση και κυκλοφορία των Φύλλων της Εφημερίδας της Κυβερνήσεως (ΦΕΚ), όσο και για την κάλυψη των εκτυπωτικών - εκδοτικών αναγκών του δημοσίου και του ευρύτερου δημόσιου τομέα (ν. 3469/2006/Α΄ 131 και π.δ. 29/2018/Α΄58).

1. ΦΥΛΛΟ ΤΗΣ ΕΦΗΜΕΡΙΔΑΣ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ (ΦΕΚ)

• Τα **ΦΕΚ σε ηλεκτρονική μορφή** διατίθενται δωρεάν στο **www.et.gr**, την επίσημη ιστοσελίδα του Εθνικού Τυπογραφείου. Όσα ΦΕΚ δεν έχουν ψηφιοποιηθεί και καταχωριστεί στην ανωτέρω ιστοσελίδα, ψηφιοποιούνται και αποστέλλονται επίσης δωρεάν με την υποβολή αιτήματος στην ηλεκτρονική διεύθυνση feksales@et.gr.

• Τα **ΦΕΚ σε έντυπη μορφή** διατίθενται σε μεμονωμένα φύλλα είτε απευθείας από το Τμήμα Πωλήσεων και Συνδρομητών, είτε ταχυδρομικά με την αποστολή αιτήματος παραγγελίας στην ηλεκτρονική διεύθυνση feksales@et.gr.

- Το κόστος ενός ασπρόμαυρου ΦΕΚ από 1 έως 16 σελίδες είναι 1,00 €, αλλά για κάθε επιπλέον οκτασέλιδο (ή μέρος αυτού) προσαυξάνεται κατά 0,20 €. Το κόστος ενός έγχρωμου ΦΕΚ από 1 έως 16 σελίδες είναι 1,50 €, αλλά για κάθε επιπλέον οκτασέλιδο (ή μέρος αυτού) προσαυξάνεται κατά 0,30 €.
- Το τεύχος Α.Σ.Ε.Π. διατίθεται δωρεάν.
- Υπάρχει δυνατότητα ετήσιας συνδρομής οποιουδήποτε τεύχους σε έντυπη μορφή μέσω του Τμήματος Πωλήσεων και Συνδρομητών.

• Τρόποι αποστολής κειμένων προς δημοσίευση:

Α. Αποστολή των εγγράφων προς δημοσίευση στο ΦΕΚ στην ηλεκτρονική διεύθυνση **https://eservices.et.gr**. Σχετικές εγκύκλιοι και οδηγίες στην ηλεκτρονική διεύθυνση του Εθνικού Τυπογραφείου (**www.et.gr**) στη διαδρομή **Ανακοινώσεις** → **Εγκύκλιοι**.

Β. Κατ’ εξαίρεση, όσοι πολίτες δεν διαθέτουν προηγμένη ψηφιακή υπογραφή μπορούν είτε να αποστέλλουν ταχυδρομικά, είτε να καταθέτουν με εκπρόσωπό τους κείμενα προς δημοσίευση εκτυπωμένα σε χαρτί στο Τμήμα Παραλαβής και Καταχώρισης Δημοσιευμάτων.

• Πληροφορίες, σχετικά με την αποστολή/κατάθεση εγγράφων προς δημοσίευση, την ημερήσια κυκλοφορία των Φ.Ε.Κ., με την πώληση των τευχών και με τους ισχύοντες τιμοκαταλόγους για όλες τις υπηρεσίες μας, περιλαμβάνονται στον ιστότοπο (www.et.gr). Επίσης μέσω του ιστότοπου δίδονται πληροφορίες σχετικά με την πορεία δημοσίευσης των εγγράφων, με βάση τον Κωδικό Αριθμό Δημοσιεύματος (ΚΑΔ). Πρόκειται για τον αριθμό που εκδίδει το Εθνικό Τυπογραφείο για όλα τα κείμενα που πληρούν τις προϋποθέσεις δημοσίευσης.

2. ΕΚΤΥΠΩΤΙΚΕΣ - ΕΚΔΟΤΙΚΕΣ ΑΝΑΓΚΕΣ ΤΟΥ ΔΗΜΟΣΙΟΥ

Το Εθνικό Τυπογραφείο ανταποκρινόμενο σε αιτήματα υπηρεσιών και φορέων του δημοσίου αναλαμβάνει να σχεδιάσει και να εκτυπώσει έντυπα, φυλλάδια, βιβλία, αφίσες, μπλοκ, μηχανογραφικά έντυπα, φακέλους για κάθε χρήση, κ.ά.

Επίσης σχεδιάζει ψηφιακές εκδόσεις, λογότυπα και παράγει οπτικοακουστικό υλικό.

Ταχυδρομική Διεύθυνση: **Καποδιστρίου 34, 10432 Αθήνα**

ΤΗΛΕΦΩΝΙΚΟ ΚΕΝΤΡΟ: 210 5279000

Ιστότοπος: **www.et.gr**

Πληροφορίες σχετικά με την λειτουργία του ιστότοπου: **helpdesk.et@et.gr**

Αποστολή εγγράφων προς δημοσίευση στο ΦΕΚ στην ηλεκτρονική διεύθυνση **https://eservices.et.gr**

ΕΞΥΠΗΡΕΤΗΣΗ ΚΟΙΝΟΥ

Πωλήσεις - Συνδρομές: (Ισόγειο, τηλ. 210 5279178 - 180)
Πληροφορίες: (Ισόγειο, Γραφείο 3 και τηλεφ. κέντρο 210 5279000)
Παραλαβή Δημοσιευτέας Ύλης: (Ισόγειο, τηλ. 210 5279139)

Ωράριο για το κοινό: Δευτέρα έως και Παρασκευή: 8:00 - 13:30

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