

Confidentiality Agreement

In Athens today, on the one hand the Hellenic Electricity Distribution Network Operator S.A., hereinafter referred to as "HEDNO" or the "CORPORATION", having its registered office in Athens, 20, Perrevou Str. and 5, Kallirois Str., duly represented for the purpose of signing this Agreement by Mr.....and on the other company, having its registered office in....., duly represented by Mr., the following have been covenanted, agreed upon and mutually accepted:

1. HEDNO, which shall hereinafter be referred to as the "Corporation", has signed Main Contract number/..... with the second contracting party, who shall hereinafter be referred to as the "Counterparty", on the subject of **Works for programming of the RTUs & their modems as well as their integration to the SCADA's CCS systems of HEDNO.**
2. The Counterparty hereby undertakes the obligation to observe total discretion with regard to Confidential Information provided or accessible to him in his capacity and relationship with the Corporation.

3. Definitions. Cooperation. Confidential Information.

The term Cooperation covers the main contract between the Counterparty and the Corporation, for which this Confidentiality Agreement is signed and/or any form of cooperation or negotiation between the Counterparty and the Company with the purpose of concluding a substantive commercial, financial or investment agreement between them.

The term Confidential Information refers to the Cooperation between the Corporation and the Counterparty, as well as any commercially important information regarding the organization, services, financial structure, financial policy, partnerships and investments of the Corporation and/or its associated companies, which has been obtained by the Counterparty in any way and in tangible or intangible form. Furthermore, Confidential Information implies any information characterized as confidential by the applicable stock market legislation, and any information which becomes known to the Counterparty during the execution and is occasioned by the Cooperation and/or this Agreement.

4. Counterparty's Obligations.

In particular, the Counterparty undertakes the following obligations:

- a.
 - not to use the Confidential Information for any other reason except for the purpose of his work and activities related to the Corporation
 - not to reveal Confidential Information to other associates employed at the Corporation or third parties, unless necessary to complete the work undertaken, and only following the respective written instruction and consent of the Corporation.
 - not to reproduce any Confidential Information or store it in electronic format, unless so required for completion of the work undertaken on behalf of the Employing Corporation. In the event of reproduction of all or part of the information, the copies must bear the indication "COPY" and a record of all copies shall be kept
 - to maintain all Confidential Information under secure conditions, as well as any object that contains Confidential Information
 - to return at any time, upon the Corporation's respective request, all or part of the Confidential Information it possesses
 - not to exploit Confidential Information for personal gain, in particular by acquiring or selling Corporation shares or other rights to Corporation assets itself or through third parties, in accordance with P.D. 53/1992.
- b. Cooperate with the Corporation's Shareholder Support Unit, and provide all information deemed necessary for monitoring its transactions in HEDNO and associated company shares or derivative products and
- c. not to conduct transactions of HEDNO and associate company shares and derivative products, without observing the provisions of article 31, paragraph 2 of the applicable HEDNO Regulations of Operation, which the Counterparty hereby states that it was informed of.
- 5.** In case of expiry or termination of the Cooperation between the Counterparty and the Corporation for any reason or at any time requested by the Corporation, even before the expiry or termination of the Cooperation, if the Corporation discovers the violation of the terms of this agreement in any way by the Counterparty, the Counterparty is obliged to:
 - a. stop using the Confidential Information immediately
 - b. deliver any objects or documents containing Confidential Information in its possession or, in violation of the terms of this agreement, in the possession of third parties, to the Corporation immediately and
 - c. communicate a list in writing of the names and addresses of the third parties to whom the Counterparty has disclosed Confidential Information in accordance with the herein terms or in violation thereof.

6. It is expressly agreed that in case of expiry or termination of the Cooperation between the Counterparty and the Corporation, the obligations of par. a, article 4, continue to be borne by the Counterparty for two (2) years after the end of the Cooperation in any way.
7. It is expressly agreed that in case of violation of the obligations undertaken by this agreement, the Counterparty shall be liable to restore any loss to the Corporation.
8. Beyond contractual and legal civil liability, the Counterparty also has criminal liability in accordance with the relevant legislative provisions for the protection of the Professional and Industrial Confidentiality, in particular article 371 of the Penal Code and the provisions of article 16, 17, 18 of Law 146/1914 regarding Unfair Competition, as well as the provisions of the stock market legislation regarding the obligation of confidentiality and non-exploitation of confidential information.
9. No party cedes any patent rights, inventions, patents, trade secrets, intellectual rights to any other industrial or intellectual property rights to the other party under this agreement.
10. It is expressly agreed that the Courts of Athens shall be exclusively competent to resolve any dispute arising from this Agreement.
11. All amendments to the terms and conditions of this agreement shall be made in writing only, and it is agreed that this document is of material form, in exclusion of any other document as material, and excluding any other means of proof, even that of oath.
12. With the reservation of par. 6 above, this Contract applies as of its signature and until the expiry in any way of the Cooperation between the Corporation and the Counterparty.

In witness hereof, the contracting parties agreed upon and accepted the above, and this Agreement was drawn up, read, certified and signed as follows and the contracting parties each received a copy.

THE CONTRACTING PARTIES

**FOR THE HELLENIC
ELECTRICITY DISTRIBUTION
NETWORK OPERATOR S.A**

FOR THE CONTRACTOR

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