



## CONTRACT

In Thessaloniki today XXXXXXXX the following contracting parties:

**On one hand:** The societe anonyme under the name "**THESSALONIKI PORT AUTHORITY S.A.**" and the distinctive title "**ThPA S.A.**", with TIN 099356700, Tax Office FAE Thessaloniki, having its registered office in Thessaloniki (Pier 1, inside the Port PB: 10467, PC 54 625) and is legally represented by Mr. Athanasios Liagkos, BoD Executive Chairman & Managing Director(hereinafter referred to as "ThPA") and

**On the other hand:** The société anonyme under the name "**XXXX**" and distinctive title, "XXXX", with TIN XXXX, Tax Office XXXXXX, which based in the Municipality of XXXX, XXXXXX and is legally represented by XXXX, XXXXXX (hereinafter referred to as the "Supplier")

They concluded this Contract by which the following were mutually accepted and agreed upon:

### 1. Object of the Contract

1.1 ThPA S.A. hereby awards and the Supplier undertakes the supply of motion-heating diesel, oil and unleaded gasoline for the needs of ThPA S.A. and in particular:

1. ITEM: MOTION DIESEL OIL  
ESTIMATED QUALITY: XXXX It
2. ITEM: HEATING OIL  
ESTIMATED QUALITY: XXXX It
3. ITEM: UNLEADED GASOLINE  
ESTIMATED QUALITY: XXXX It

The liquid fuels under supply, namely diesel oil, heating oil and unleaded gasoline, must have the applicable specifications set by the "Supreme Chemical Council of the General Chemical State Laboratory".

### 2. Price

The margin on the refinery price in euro/cubic metre (€/m<sup>3</sup>) per fuel type is as follows:

DESCRIPTION	Margin on the refinery price in euros/cubic meter (m <sup>3</sup> )
Motion DIESEL Oil	
Heating DIESEL Oil	
Unleaded Gasoline	
<b>TOTAL</b>	

- The price of the quantity of fuel of each order will be formed on the refinery price of the day of delivery of the order.
- ThPA is liable to pay VAT on the above price of each product.
- Orders will be given by email to XXX by 15:00 of the previous day.
- Deliveries will be made on the next working day (Monday to Friday) of the order by 14:00.
- The contact number of the fuel routing department is XXXXXX.

### 3. Duration of the Contract

The duration of the Contract is set at six XXXXXX months, starting on XXXX and ending on XXXXX.

### 4. Delivery

The delivery of liquid fuels will be made in parts depending on the needs of ThPA.

The quantities of liquid fuels for each delivery are determined as follows:

- Motion oil from XXXXX lt
- Heating oil from XXXXX lt
- Unleaded gasoline from XXXXXX lt.

The fuel will be delivered as follows:

- a) Motion oil and unleaded gasoline at the private station of ThPA
- b) Heating oil at the tanks of ThPA's building facilities

Liquid fuels will be transported in Supplier's tanks, sealed with single-use plastic numbered seals with the company logo, which are acceptable to the customs authorities.

The delivery time of the fuel is one (1) working day from the receipt of the relevant order, with the possibility of extension, upon written consent of ThPA, by one (1) additional working day at most.

In case of late delivery, for reasons that relate exclusively to transactions or omissions of the Contractor, a penalty of 1% is imposed for each week of delay on the contractual value of the items that were not delivered on time, with a maximum of 5%. The contractual value of the items for the calculation of the penalty clause will be determined on the refinery price of the day; on which the order was supposed to be delivered, in accordance with the terms hereof.

In the event that for any reason the Supplier fails, for reasons not attributable to force majeure, to deliver the ordered fuel - and/or deliver them late, ThPA is entitled to procure them from free trade, in which case any additional difference between the contractual price and that of free trade, as well as any other additional costs incurred for this reason, will be borne by the Supplier and will be charged to him.

The exact quantity and the exact delivery date will be specified in the relevant order that will be sent by email or by phone from the manager of the Central Warehouse of **ThPA Mr. Konstantinos Argyris** ([carghiris@thpa.gr](mailto:carghiris@thpa.gr)) or by an employee of the warehouse authorized for this purpose by the manager, to the department responsible for receiving the order of the Supplier. The change of the competent person of ThPA defined above is made only after written notice of the Supplier. Likewise, the change of the Supplier's e-mail address for the shipment of orders by ThPA, is made only after written notice of ThPA.

## 5. Fuel delivery process

A. The delivery of fuel shall be carried out in accordance with the following provisions:

- For the service station (motion diesel and unleaded gasoline) the law of stations in possession of a retail license, and Articles 83 and 96 of Ministerial Decision 91354/2017 (Rules of the Handling and Trading of Products and Services Provision - Government Gazette B 2983/30.8.2017) will apply.
- For the deliveries of heating oil to the tanks, Articles 105 and 106 of Ministerial Decision 91354/2017 (Rules of Handling and Trading of Products and Services Provision - Government Gazette B 2983/30.8.2017) will apply.

B. In particular:

Prior to any receipt of fuels and their transfusion to their storage areas, ThPA S.A. is obliged to check both the quantity of the goods delivered (through the metric rule – rod of the tanker) and the quality, through the sampling method provided for by law and by examining the integrity of the seals. The comparable volumes in each measurement will not be those of the natural temperature, but those that occur after reduction to 15°C.

Its consent to the transfusion of the goods and the absence of objections until the completion of this transfusion, is unconditional on its part recognition of the normal, correct and in accordance with the applicable provisions condition of the goods received, in terms of both quality and quantity.

In the event that, during the audit of the quantity sent by ThPA, a deficit is found, the difference will be examined by the Supplier, only if the relevant finding is immediately made by ThPA and registered in the document and signed by both the driver of the tanker and ThPA upon receipt of the goods.

The receipt of the goods will be made by persons expressly authorized by ThPA, who are obliged to sign the respective documents for the receipt of the goods, and reserve the right, in case of finding a deficit, to request the relevant entry in the document.

C. Fuel sample

Samples are formed in duplicate per tanker fuel compartment, in accordance with Articles 99 and 101 of MD 91354/2017 (Rules of Handling and Trading of Products and Services Provision - Government Gazette B 2983/30.8.2017).

## 6. Payment method

- The Supplier will invoice after the volume of fuel has been reduced to 15oC.
- The document shall indicate in detail the type of fuel, the ambient temperature, the specific weight, the conversion factor for the reduction to 15oC, the unit of measurement of the quantities delivered and the quantities delivered measured at ambient temperature, as well as the reduction to 15° C.
- Invoices will also be sent electronically to [carghiris@thpa.gr](mailto:carghiris@thpa.gr) or to any other address indicated in writing by the warehouse manager, no later than three (3) days from delivery.
- Each invoice will be paid within thirty (30) days from the date of receipt.

Below are listed the bank accounts of the Supplier, where the invoices will be paid.

<b>BANK</b>	<b>ACCOUNT No</b>	<b>IBAN</b>

**7. Performance Guarantee**

7.1 The Contractor, as a guarantee for the good performance of the services provided, submitted *no . . . . . Letter of Guarantee of the bank . . . . . amounting to (XXXX€)* which corresponds to five percent (5%) of the estimated value of the contract excluding VAT, with a duration of XXXXXX months (at least 60 days after the expiration of the contract) from the signing hereof. The Performance Guarantee covers in total and without discrimination the observance of all the terms of the contract and any claim of ThPA S.A. against the Supplier.

7.2 The performance guarantee is forfeited in case of breach of any term of the contract, considering all the terms as essential and is returned interest-free to the Supplier after the end of the contract.

**8. Annexes**

The following Annexes are attached to this contract:

1. General Terms
2. Information document for the processing of and personal data

**9. Hierarchy of Contractual Issues**

In the event of a discrepancy between the terms of the Contract and the above annexes, it is agreed that the terms of the Contract shall prevail and the annexes thereof follow in the following order:

- I. General Terms
- II. Observance of the principles of privacy and confidentiality and Update on the protection of personal data

**10. Deviations from the General Terms**

In Annex 1 - General Terms, the point b in Condition 5 is amended and applies as follows: *ThPA will pay the invoice amount minus any amount required by law within thirty (30) days of receipt of a valid invoice.*

**THE CONTRACTING PARTIES**

**For ThPA SA**

**For the Contracting party**

Athanasios Liagkos

Executive Chairman of the Board of Directors &  
Managing Director

ThPA S.A. | Port of Thessaloniki, Pier No. 1, 546 25, Greece | [www.thpa.gr](http://www.thpa.gr)  
Reg. No: 42807/06/B/99/30 | GEGR No: 58231 004000 | Headquarters: Thessaloniki



## ANNEX 1 - GENERAL TERMS

### 1. Term of the Contract

(a) The Contract begins on the date of signature and continues until the end of the execution time of the supply, unless extended in accordance with article 1(b) or terminated earlier in accordance with these terms. If no supply execution date is specified, the Contract will come to an end when all goods have been delivered and accepted and all payments required to be made under the Contract have been made.

(b) Any of the parties may, by written notice notified to the other party at least fifteen (15) days before the expiration of the Contract, request an extension of the Contract beyond the date of execution of the supply. The Contract may be extended only for the period or periods agreed in writing by the parties.

### 2. Supply and delivery of Goods

(a) The Supplier shall deliver the goods to ThPA in accordance with this Contract and any reasonable directions given by ThPA.

(b) The Supplier shall deliver the goods to the delivery point by the time for delivery set out in the Contract. Receipt is deemed to have been completed if one of the following occurs:

- acceptance is acknowledged in writing by ThPA or
- (ii) acceptance was made in accordance with the following article 3(a).

### 3. Acceptance or rejection of Goods

(a) If the goods conform with this Contract, ThPA will promptly issue written notification of acceptance of the goods. If ThPA does not give written notification of acceptance or rejection of the goods within thirty (30) days of delivery, acceptance of the goods will be deemed to have occurred on the date of delivery, subject to actual defects which are not visible to the naked eye.

(b) If the goods:

- (i) do not conform with this Contract or
- (ii) are damaged, unfit for purpose or not of merchantable quality during delivery

ThPA may reject the goods by giving written notice (including reasons for rejection) to the Contractor within (30) days from delivery. ThPA SA is not obliged to pay for any rejected goods.

(c) The Supplier, at his cost, shall collect and remove any rejected goods as soon as practicable following notification. If the Supplier fails to collect and remove the rejected goods within a reasonable time, ThPA may return the goods to the Supplier at the Supplier's expense, or, following further notification, destroy the goods or otherwise dispose of the goods in its discretion.

### 4. Pricing

(a) The Unit Price is fixed and inclusive of all taxes for the duration of the Contract.

(b) The Supplier may not charge ThPA any additional fee or amount for packaging, transport, insurance, loading, unloading, storage or any other costs incurred by the Supplier in supplying or delivering the goods to ThPA.

### 5. Invoicing and payment

(a) During acceptance or after acceptance of the goods, or as otherwise specified in the Contract, the Supplier shall submit to ThPA a tax document (with all the information required by Greek law along with other information, as reasonably required by the ThPA), which shall include the contractual price.

(b) ThPA will pay the invoice amount minus any amount required by law within sixty (60) days of receipt of a valid invoice.

(c) Payment of an invoice is not to be taken as evidence that the goods have been supplied in accordance with the Contract, but shall be taken only as payment on account.

### 6. Title and risk

Title in the goods will pass to ThPA upon acceptance of the goods. Risk in the goods will pass to ThPA when the goods are delivered to the Delivery Point.

### 7. Guarantees

(a) The Supplier represents and warrants to ThPA that:

- (i) He has the right to enter into Sales and Service Contracts for the specific purpose of the Contract.
- (ii) He has the right to sell and transfer title of the goods to ThPA S.A.
- (iii) He and his staff do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations whereby duties or interests are or might be created in conflict with or might appear to be created in conflict with its obligations under this Contract and
- (iv) He has not entered into the Contract on behalf of a trust and
- (v) The goods:
  - (A) are new and fit for the purpose stated in the Contract (or, if no purpose is stated, the purpose for which the goods would ordinarily be used)
  - (B) conform in all respects with this Contract
  - (C) are free from defects (including defects in installation) and
  - (D) are of merchantable quality and comply with all Laws.

(b) If provided for in the Contract, the Supplier shall provide any manufacturer's warranties to ThPA.

### 8. Liability

(a) The Supplier shall indemnify and at all times keep ThPA and its staff indemnified against any liabilities, losses, damages, costs and expenses (including all legal and settlement costs determined on a full indemnity basis) or compensation arising out of, or in any way in connection with, any:

- (i) personal injury or death
- (ii) property damage
- (iii) breach of an obligation of confidentiality or privacy, whether under this Contract or otherwise
- (iv) fraudulent acts or omissions
- (v) wilful misconduct or unlawful act or omission
- (vi) breaches of logical or physical security
- (vii) loss or corruption of Data
- (viii) third-party claim arising out of a breach of the Contract by the Supplier or its staff (including breach of warranty) or any negligent act or omission of the Supplier or its staff
- (ix) infringement or alleged infringement of the Intellectual Property Rights or any other rights of any person, including any third party
- (x) breach of any of his obligations under this Contract caused by any act or omission by the Contractor or his staff.

(B) The Supplier's liability to indemnify ThPA SA under clause 8 is reduced to the extent that any wilful, unlawful or negligent act or omission of ThPA or its staff contributed to the liability, loss, damage, cost, expense or compensation born by the Supplier.

### 9. Termination

(a) ThPA may terminate the Contract with immediate effect (or with effect from a specified date) by giving notice in writing to the Supplier if the Supplier:

- (i) fails to provide the Goods in accordance with the Contract
- (ii) breaches any provision of the Contract and, where that breach is capable of remedy, fails to remedy the breach within ten (10) business days after receiving written notice requiring him to do so (or such later date as may be specified in that notice)
- (iii) breaches any provision of the Contract that is not capable of remedy
- (iv) suffers from an Insolvency Event

(v) if any of his staff involved in the supply of the goods commits fraud, demonstrates dishonesty or any other serious misconduct

(b) If the Contract is terminated in accordance with Article 9(a), ThPA shall pay for the goods received in accordance with the terms of the Contract by the date of termination.

ThPA has no other liability to the Supplier in relation to that termination.

(c) The Supplier may terminate the Contract by giving a written notice to ThPA of at least thirty (30) business days, if ThPA fails to pay amounts due under this Contract.

(d) Termination or expiry of this Contract shall not prejudice any right of action or remedy which may have accrued to either party prior to termination or expiry.

(e) On termination or expiry, the Supplier shall immediately, following instructions by ThPA, cease using all materials that contain any Data or Confidential Information by either destroying the materials or returning the materials at no additional cost to ThPA.

#### **10. Confidentiality, privacy and data protection - GDPR**

In order to comply with the principles of privacy and confidentiality as well as for the processing of personal data, the parties sign and accept the attached Annex 2.

#### **11. Access**

When at ThPA SA's premises, the Supplier shall ensure that he and his staff:

- (a) protect people and property of ThPA
- (b) prevent nuisance
- (c) act in a safe and lawful manner
- (d) comply with the safety standards and policies of ThPA (as notified to the Supplier) and
- (e) comply with any directions of ThPA or its staff.

#### **12. Sub-contracting**

(a) The Supplier shall not sub-contract to any third person any of his obligations in relation to the supply of the goods without the prior written consent ThPA (which may be given conditionally or withheld in its absolute discretion).

(b) The Supplier shall not, as a result of any sub-contracting arrangement, be relieved from the performance of any obligation under the Contract and will be liable for all acts and omissions of a sub-contractor as though they were the actions of the Supplier himself.

#### **13. Force Majeure**

(a) The Supplier may not be held liable for the untimely completion of the supply in case there are reasons of force majeure that prevent the timely fulfillment of the Contract. Force majeure shall be understood to be any

unexpected event, which cannot be prevented, even with measures of extreme diligence and prudence, making it impossible for the Contractor to fulfil his obligations alone or via third parties.

(b) Events that fall within the scope of the occupational risks associated to the supplier's professional activity and may adversely affect the fulfilment of his contractual obligations do not constitute grounds of force majeure.

#### **14. Compliance with Law and policy**

(a) This Contract shall be governed and construed in accordance with the Greek law.

(b) The contracting parties shall endeavour to settle any dispute or disagreement that may arise over the interpretation or performance of this Contract amicably. Should this prove impossible, the Courts of Thessaloniki shall be competent for resolving any dispute arising from the performance of this Contract.

#### **15. General terms**

(a) Time is of the essence in relation to the supply of the Goods.

(b) The Contract may only be varied or replaced by a written document signed by both parties.

(c) A waiver of any right, power or remedy under the Contract shall be in writing and signed by the party granting it. The fact that a party fails to do, or delays in doing, something the party is entitled to do under the Agreement does not amount to a waiver.

(d) Any provision of the Contract which is invalid or unenforceable is to be read down, if possible, so as to be valid and enforceable, and, if that is not possible, the provision will, to the extent that it is capable, be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions.

(e) ThPA may set off any sum owed to the Supplier under the Contract with any amount owed by the Supplier to ThPA.

Subject to article 15(h), a party may not assign any right under the Contract without the prior written consent of the other party. The Supplier will be responsible for acts and omissions of any assignee.

(h) ThPA SA may, by notice in writing to the Supplier, assign its rights, transfer its obligations or renew the Contract in consultation with any other Entity or other subsidiary of ThPA SA.

#### **16. Entire Understanding and order for precedence**

This Contract contains everything the parties have agreed in relation to the Goods. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this Contract was executed.

**ANNEX 2: (A) Observance of the principles of privacy and confidentiality and (B) Information according to articles 12- 13- 14 of the GDPR.**

Contracting Parties:

**On one hand:** The Société Anonyme under the name **"Thessaloniki Port Authority"** (ThPA S.A.) having its registered office in Thessaloniki (Pier 1, inside the Port PB: 10467, P.C. 54025), owner of the VAT No. 099356700, SA Tax Office of Thessaloniki, GEMI No. 058231004000, legally represented for the purposes hereof (hereinafter called: *or the "Company" or the "data controller", within the meaning of Article 4 par.7 of the General Regulation and the relevant Greek legislation.*

**On the other hand:** The Société Anonyme under the name "....." and distinctive title," ", with TIN..... Tax Office ..... which is based in the Municipality and is legally represented by (*name, distinctive title, tin, Tax Office, representation details, in accordance with the Main Contract*) (*hereinafter referred to as: the "partner" or the "independent partner" or the "contractor" or the "Subject", within the meaning of Article 4 par.1 of the General Regulation and the relevant Greek legislation*).

In the framework of the signed contract, in order for the parties to comply with their obligations, as established by Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and the relevant provisions, **the following, which form an integral part of the signed contract, are agreed upon and mutually accepted:**

**A. COUNTERPARTY CONFIDENTIALITY AND DATA PRIVACY:**

**1.- DATA PRIVACY.** No party shall acquire any rights in the information or data disclosed to it or communicated to it by the other party at the time of the conclusion or during the term of this contract, directly or indirectly, in the performance of its object or arising thereof, including, but not limited to, customer data or data covered by professional or other secrecy or any other sensitive material in terms of competition or other confidential and any kind of information. Upon expiry or termination of this contract for any reason, each party shall provide the other party with any confidential information concerning the other party and being in its possession, even if they have been created by the same party.

**2.- OBLIGATION OF PRIVACY AND CONFIDENTIALITY.** The counterparty:

- undertakes to keep information private and confidential, not to disclose it by any act or omission and not to cause confidential information to be disclosed to any third party.
- undertakes to take all necessary and reasonable steps to ensure that the confidentiality of confidential information is not compromised through oral or written disclosure to third parties.
- undertakes to use the confidential information solely for the purpose assigned to that party.
- knows and accepts that confidential information, which begins to be publicly known in any way, even without or even after such act or omission, shall remain confidential and they shall undertake not to disclose it.
- undertakes to fulfil its obligations under this contract, in compliance with the "Privacy Policy" of the "Company", as it is published and regularly updated on the website: **www.thpa.gr**.
- undertakes to ensure that his employees, executives, representatives and assistants are aware of the privacy or confidentiality of each party's data and that they also strictly comply with the obligations arising hereof, otherwise being liable for any breach by the above.



- undertakes not to alter or remove identification labels or marks, consisting intellectual and/or industrial property, indicating the owner of the confidential information, i.e. the "Company".
- shall immediately notify the "Company" in writing of incidents which come to his knowledge and relate to the possession, use or knowledge of confidential information, by any person, other than those entitled hereof.
- is prohibited from keeping a personal file or transferring documents, tools, etc. outside the premises of the "Company", except in cases related to its responsibilities within the framework of its main contract with the "Company".

**3.- WRITTEN CONFIDENTIALITY WAIVER:** Any potential waiver of the confidentiality of confidential information mentioned above, invoked by any party, shall be substantiated in writing, to the exclusion of any other means of proof. The above obligation of confidentiality and the prohibition of disclosure do not apply to information or data identical or similar to confidential information which: **(a)** was already in the lawful possession of the party, before being received from the other party and this is proved in writing; **(b)** is provided subsequently to the party by third parties (*for the purposes hereof, affiliated companies are not considered third parties*) without any obligation of confidentiality to third parties; **(c)** their disclosure is provided for by the law or regulation or a binding court order for the disclosing party, provided that, in all of the above cases, the party making the disclosure to the extent permitted by law makes every effort to notify the other party prior to disclosure.

**4.- COMPENSATION:** The counterparty of the "Company" acknowledges that the disclosure of information without the approval of the "Company" or the use of such information by the counterparty or its associates will cause damage to the "Company", for which the "Company" will be entitled to compensation by the counterparty. The counterparty is informed, acknowledges, agrees and undertakes, hereby, that it is obliged to compensate and cover any damage that the "Company" may suffer (*costs, expenses, other damages, incidental, consequential*) in the event that the counterparty fails to comply with its obligations hereof.

**5.- SUSPENSION-TERMINATION OF COOPERATION:** The obligations under this Annex to the contract are independent and remain in force even after the termination of the contract for any reason and way of termination of cooperation between the parties. The counterparty of the "Company" recognizes that the obligations and commitments entered into herein shall continue to apply in the event that the main contract is terminated, replaced, declared void or invalid for any reason.

## **B. INFORMATION OF THE COUNTERPARTY AS THE "DATA SUBJECT":**

**1.- Personal Data:** The "Company" ("ThPA S.A.", with more specific details referred to in the main contract), acting in its capacity as "Data Controller", declares to each of its counterparties in the contract accompanying this annex that, in the framework of their transactional relationship, it processes information concerning the counterparty, as well as the natural persons representing it (legal representative, board of directors, administrator(s), etc.), i.e. personal data.

**2.- Purposes/Legal basis of processing:** This data is processed by the "Company" only to the extent that it is necessary for: **(a)** the purposes of fulfilling this contractual relationship (article 6 par. 1b of the GDPR); **(b)** compliance with its obligations under the tax and generally current legislation; **(c)** the purposes of the legitimate interests pursued by the "Company" (article 6 par.1f' of the GDPR); **(d)** communication with the

"Data Subject" and (e) the defence of the rights of the "Company" and the establishment, exercise, support and execution of its legal claims.

**3.- Data provision:** The "Company" processes the data provided by each of the parties hereof during their cooperation. Their provision is necessary for the execution of the Contract. Any refusal or failure of any counterparty to provide this data will have as a result the inability of the "Company" to perform the contract.

**4.- Data recipients:** In some cases, the "Company" discloses the data to third parties and such disclosure shall be made only if it is necessary for the performance of this contract or if it is necessary for its compliance with its legal obligations or for the protection of its rights, the establishment, filing, support and enforcement of its legal claims. More information: On the company's website [www.thpa.gr](http://www.thpa.gr) Personal Data Protection Policy Each counterparty hereof declares that it accepts that its data may be sent to cooperating companies, as well as to partners of the "Company" undertaking works related to the contract. Each counterparty hereby knows and agrees that the authorized external partners of "ThPA S.A." will have access to his data to be exchanged with these persons, if the exchange is necessary for the correct fulfilment of the contract.

**5.- Data processing time:** The "Company" shall process the data only for as long as necessary to fulfil the purposes for which they were collected. After the expiration or in any way termination of the contract that accompanies this annex, the "Company" may continue to process the data held in its possession for up to twenty (20) additional years (*maximum limitation period as provided for in the Civil Code*).

**6.- Data storage:** "ThPA S.A." retains and stores the personal data of the counterparty in a physical or electronic file, only for the period of time required to perform a service, which the counterparty requested or gave its approval for, subject to the contrary provisions of the respective Legislation. In any case, the personal data provided by the counterparty are not stored for more than 20 years (*maximum legal limitation period*) in the file of the "Company".

**7.- Rights of the counterparty of the "Company":** Each counterparty of the "Company" herein has the following rights: Access-information, correction, limitation of the processing of data regarding it, objection to processing, erasure of data and data portability **subject to the conditions and limits laid down by the applicable legislation** (e.g. 20 par.3, GDPR). These rights are exercised either by filling in the relevant application form available on the Protocol and the Investment and Procurement Division of "ThPA S.A.", or by sending a letter to the address: "ThPA S.A.", to the attention of the Data Protection Officer, within the Port, Pier 1, P.B. 10467, P.C. 54025, Thessaloniki, or by sending an email to: [dpo@thpa.gr](mailto:dpo@thpa.gr). Relevant information on the action taken upon request is provided pursuant to Articles 15 to 22 of the GDPR, without delay and in any case within one month from receipt of the request. This deadline may be extended for two more months, if required, taking into account the complexity and the number of requests (*see more in detail: Article 12 par. 3 -4 GDPR*). Also, for any complaint, the "Data Subject" has the right to notify the Data Protection Authority either in writing (*address: 1-3 Kifissias Str. 115 23, Athens*) or via email ([www.dpa.gr](http://www.dpa.gr)).

#### **8.- GENERAL PROVISION:**

(a) This annex shall be effective from the date of signing the contract between the parties and forms an integral part thereof. In case of violation of the terms hereof, there shall be legal consequences provided for in the contract.

- (b) For any dispute that may arise in relation to this Annex, the competent courts for resolving the dispute are the courts of Thessaloniki and the applicable law will be the Greek one.
- (c) Contact details of the Data Protection Officer (dpo) of “ThPA S.A.” as “Controller”: **dpo@thpa.gr**.
- (d) Contact information of the Data Protection Officer (DPO) of the counterparty:           @          .
- (e) This annex is an addition to the contract and prevails it only in the points regulated herein, while in no case does it limit any obligation under the contract, nor can it be interpreted as a way of allowing processing in a way that is prohibited by the contract.
- (f) In the event that any term herein is declared invalid or unenforceable, the remaining terms shall remain in full validity, producing rights and obligations.

### THE CONTRACTING PARTIES

**For the “Company”:**  
  
“ThPA S.A.”

**For the Counter-party:**