

# Index

[Executive summary 2](#_Toc142560650)

[1. Introduction 3](#_Toc142560651)

[1.1. Enagás, key in the new scenario 3](#_Toc142560652)

[1.2. Spain, first European hub 4](#_Toc142560653)

[2. Description of the expression of interest process 6](#_Toc142560654)

[2.1. Phases. Schedule and next steps 6](#_Toc142560655)

[2.2. Process premises 7](#_Toc142560656)

[3. Regulatory framework 8](#_Toc142560657)

[4. Participation requirements 11](#_Toc142560658)

[4.1. Subjects that can participate in the expression of interest 11](#_Toc142560659)

[4.2. Confidentiality agreement 11](#_Toc142560660)

# Executive Summary

The growing concern about climate change has led Europe and Spain to take significant steps to reduce greenhouse gas emissions and promote the decarbonization of their economies. Both the REPowerEU Plan and the Fit for 55 package developed by the European Council propose the objective of achieving climate neutrality in the European Union by 2050, with an intermediate goal of reducing emissions by at least 55% by 2030. To achieve these goals, initiatives and policies have been implemented to adopt clean technologies, promote energy efficiency, and increase the use of renewable energies with an increasingly relevant role for renewable gases.

On the other hand, the need to guarantee the security of energy supply in Europe, reinforces the objectives of renewable energies and energy efficiency and promotes new infrastructure developments, with special attention to cross-border connections, to integrate the EU markets. Specifically, the REPowerEU Plan pays special attention to hydrogen corridors, which will be crucial for achieving European energy security and decarbonization objectives.

In Spain, the Hydrogen Roadmap and the PNIEC have both emphasized the need to build a nation-wide project to achieve the 2030 goals using renewable hydrogen using renewable hydrogen as a fundamental vector. Fully aligned with the European approach, the Spanish Government has promoted, together with the Governments of Portugal, France, and Germany, what will be the first European hydrogen corridor, H2MED. Having a hydrogen network and a corridor such as H2MED is essential for Spain to become the first hydrogen hub in Europe and meet domestic demand.

The key principles of the new European energy paradigm, supply security, and decarbonization, are also the purpose of Enagás as a Transmission System Operator (TSO) and future Hydrogen Network Operator (HNO)

In this sense, H2MED and the first axes of the future Spanish Hydrogen Backbone were presented by Enagás, together with the TSOs of neighbouring countries, to the call for a Project of Common Interest (PCI) of the EU in December 2022, following what was announced by the Government of Spain.

In view of the above, Enagás also presented, at the beginning of the year and on its first Hydrogen Day, a theoretical market analysis to estimate future hydrogen production and demand based on available data, as well as a preliminary proposal for a basic hydrogen network in Spain by 2030 and 2040.

Being aware that, in order to prepare a network proposal adapted to the market, it is essential to verify supply and demand data, Enagás has decided to launch an Expression of Interest process or Call for Interest, which will allow the detailed identification of potential users of the Spanish Hydrogen Backbone. The development of the future network will be linked to the regulatory development itself and upcoming interactions with the market in the future Open Season process that Enagás plans to launch, as the next part of the process, which will allow the transparent and non-discriminatory allocation of the capacity of access of hydrogen transmission network to its future users.

# Introduction

The aim of this document is to present to the market the main guidelines established for the Expression of Interest or Call for Interest process launched by Enagás for the development of a renewable hydrogen transmission network in Spain. The objective of the process is to identify the potential users of the future Spanish Hydrogen Backbone that will allow for expected demand and production to be matched. To this end, Enagás will provide, attached to this report, a web form to gather the needs and expectations of the renewable hydrogen market.

Any demand and production previously identified by Enagás due to prior commitments is excluded from this Call for Interest, as the information sought at this stage is already available. However, if these parties are interested in additional capacity beyond what has already been committed with Enagás, such information must be provided through this Call for Interest

The document provides the starting information considered in the preliminary proposal for the basic hydrogen network presented by Enagás at the beginning of the year, as well as the Call for Interest process premises and its tentative next steps calendar. In order to prepare the process, the contributions received from different key players in the sector have been considered.

This document, as well as all those that follow it, is solely for informational purposes, without any of the entities of the Enagás group assuming any commitment to develop and offer to the market new infrastructures, networks, pipelines or facilities, or any type of service. Likewise, the responsibility of the entities of the Enagás group derived from any inaccuracy, imprecision, or partial nature of the information provided is excluded, as those who participate in this Expression of Interest and any subsequent procedure derived from it, must assume that the regulation may change and which is very likely to change after the publication of this document. Those who participate in this Expression of Interest, or the subsequent process will be responsible for obtaining the accurate and relevant necessary information for their own evaluation and decision to respond to this invitation to participate and will assume all the costs they may incur in doing so.

## Enagás, key in the new scenario

With **more than 50 years’ experience**, Enagás is an international benchmark in the development, operation, and maintenance of energy infrastructures.

As a **leading TSO in Europe**, Enagás could be a key player in the decarbonization process, contributing its experience and knowledge to adapt existing infrastructures and develop new ones, thereby accelerating the creation of a competitive hydrogen market in Spain and Europe.

Enagás is prepared to assume the role of operator in the future Spanish Hydrogen Backbone. In this sense and aligned with our purpose as HNO (Hydrogen Network Operator), in April 2022 **the subsidiary “Enagás Infraestructuras de Hidrógeno” was created**, through which the company separates its functions as natural gas transmission system operator (TSO) of the possible future management of hydrogen infrastructures. Its objective is the development, construction, and operation of infrastructures aimed to satisfy the need for the transmission and storage of hydrogen, aligned with national and European legislation, plans, and roadmaps.

## Spain, first European hub

**Spain stands out as a potential large producer of renewable hydrogen** due to a great capability to export to other countries, contributing to the European decarbonization goals and providing competitive hydrogen to it’s domestic market essential for the industry and the economy.

Spain has great potential for renewable energy generation, is **strategically located in a favorable geographical area, and has an extensive solid network of modern energy infrastructure with high-quality standards**.

Consequently, the production of **renewable hydrogen in Spain is expected to play a relevant role in Europe**. Having a hydrogen network and a corridor such as H2MED (promoted by the Spanish Government, together with Portugal, France, and Germany) is the essential basis for turning Spain into the first hydrogen hub in Europe and meeting internal demand.

At the beginning of this year, **Enagás presented** on **its first Hydrogen Day an analysis of the potential market for renewable hydrogen in Spain**, as well as a **preliminary proposal for the Spanish Hydrogen Backbone** with its provisional development schedule.

**According to the study, demand hubs and production hubs are unequally distributed**, a fact that justifies the **need to have a national hydrogen network**, aligned with the proposal made as result of the analysis.





Illustration 1: Potential hydrogen transmission network for 2030-2040 proposed on Enagás Hydrogen Day

The objective of the Expression of Interest process is to contrast the theoretical analysis carried out with real market information, in such a way that the preliminary network proposal presented on Enagás first Hydrogen Day can be adapted based on real needs.

# Description of the Expression of Interest Process

## Phases. Schedule and next steps

The Expression of Interest process is the prelude to a future Open Season process that Enagás plans to carry out, and which will allow the transparent and non-discriminatory assignment of access capacity to the future users of the hydrogen transmission network.

The main activities to be carried out in each of the phases and/or processes contemplated are the following:

* **Expression of Interest or Call for Interest** (September 2023 - February 2024): at this stage, a form will be published on the corporate website aimed at the participants with the objective of contrasting the theoretical study presented on the 2023 Enagás Hydrogen Day. The purpose of the form will be to collect information regarding the expected volumes of consumption and production, basic information on the projects, and answers to some advisory questions. After analyzing the information received, the results will be presented to the market, including, where appropriate, a first adaptation of the initial hydrogen network proposal.
* **Non-binding Open Season** (March 2024 - December 2024): gathering additional information and interaction with participants. The results of this phase will be presented to the participants, including, where appropriate, a new adaptation of the network proposal.
* **Binding Open Season** (2025): based on the results of the previous phase, and in which binding commitments would be carried out for the use of the network.



Illustration 2: Call for Interest and Open Season process Schedule

## Process premises

As previously mentioned, the objective of this process is to promote the development of a Spanish Hydrogen Backbone, which responds to the real needs of the market. The information collected in the form will make it possible to accelerate the hydrogen market and will be analyzed to match supply and demand to make a suitable network proposal. The main premises that will guide this match-making exercise are:

* **Enagás**, in its vocation as a public utility company, **will act exclusively as a facilitator**, not as a "match-making" agent of supply and demand. Enagás will collect all the information and adapt its preliminary network proposal based on the supply and demand survey process, sharing the results with the market.
* The process **will always ensure the rights of free access to third parties and will consider transparent and non-discriminatory match-making rules**.
* The **match-making rules must address minimum acceptance criteria** (economic, technical, etc.) **as well as adequacy criteria** to facilitate matching supply and demand.

# Regulatory framework

Both the REPowerEU Plan and the Fit for 55 package of legislative measures drawn up by the European Council set an ambitious goal of achieving climate neutrality in the European Union by 2050, as well as an intermediate goal of reducing emissions by at least 55% by 2030. To achieve this goal, it is necessary to reduce the use of fossil fuels (including natural gas) and increase renewable energy sources. In this sense, hydrogen was established as a key priority to achieve the objectives of the European Green Pact and the transition towards clean energy in Europe.

Thus, the REPowerEU Plan includes, among other measures, as part of the medium-term objectives, the acceleration of the deployment of renewable hydrogen to achieve, by 2025, 17.5 GW of electrolysers and feed the industry of the European Union with domestic production of 10 million tonnes of renewable hydrogen, as well as the development of a modern regulatory framework on hydrogen.

Similarly, the European Union Agency for the Cooperation of Energy Regulators (ACER) published a White Paper on February 9, 2021, presenting recommendations and basic principles according to the European proposal for a regulatory framework for the hydrogen network.

The most important regulatory milestone will be the approval of the new Directive and Regulation on renewable gases and hydrogen. On December 15, 2021, the European Commission published the Proposal for a Directive of the European Parliament and of the Council on common rules for the internal markets for natural gas, renewable gases and hydrogen and the Proposal for a Regulation of the European Parliament and the Council on the internal markets for natural gas and renewable gases and hydrogen (hereinafter, "Directive Proposal" and "Regulation Proposal", respectively), which are part of the Fit for 55 package measures of the Union to the decarbonization of the hydrogen and gas markets.

Although a regulatory framework has not yet been established at the European Union level for renewable gases and hydrogen, the Spanish legal system has indeed enacted a series of precepts that seek to articulate the development of renewable hydrogen in Spain. These precepts may have to be modified considering the final text of the Directive and the Regulations in question, especially when the Directive is transposed into Spanish Law, which is the current legal framework of reference in Spain.

In first place, in development of the current PNIEC 2021-2030, as well as Law 7/2021, of May 20, on climate change and energy transition, the Government of Spain approved, in October 2020, the "Hydrogen Roadmap: a commitment to renewable hydrogen”, which establishes forecasts for the production and consumption of renewable hydrogen in Spain for 2030 and 2050. To this end, the Roadmap itself defines a set of sixty measures of regulatory and sectorial nature, among others, for the deployment of this energy vector in Spain and, ultimately, forming a country project through which Spain becomes a hydrogen-producer reference through the development of a national industry that embraces the entire value chain.

The PNIEC 2021-2030 is being modified to include more ambitious renewable penetration targets. The proposal submitted to the hearing process anticipates about 11 GW of electrolysers by 2030 for the production of renewable hydrogen, mainly for industrial uses. This represents an increase over the first estimation made in the Hydrogen Roadmap, which set a goal of 4 GW of electrolysis by 2030.

Secondly, the fourth final provision of Royal Decree-Law 6/2022, of March 29, which adopts urgent measures within the framework of the National Response Plan to the economic and social consequences of the war in Ukraine, added additional provision 38 in Law 34/1998, of October 7, of the hydrocarbons sector (hereinafter, "LSH"), which introduces the possibility of supplying renewable gases through pipelines, and auxiliary facilities, which are isolated, that is, not connected to the gas system networks. Likewise, it provides that third-party access to these facilities will be negotiated based on principles of transparency, objectivity, and non-discrimination, to ensure a reasonable return to the owner, in accordance with an efficient and well-managed company, being, if deemed appropriate, the National Commission for Markets and Competition the one to establish the access criteria. In the same way, this precept refers to the subjects that will intervene in this type of supply of renewable gases (i.e., consumer, trader, transporter, and distributor) as such it appears that a scheme like the one already regulated for natural gas will be maintained.

For its part, article 78 of the LSH, as it has been modified by article 13.1 of Royal Decree-Law 18/2022, of October 18, 2022, expressly allows renewable gas producers, such as hydrogen, to build direct lines for transportation by their own means or request their construction from a transmission or distribution company with administrative authorization in the area. For these purposes, a direct line is understood to be the complementary gas pipeline of the gas system, intended for the exclusive supply of a consumer through a direct connection to the transmission network or the connection of a renewable gas production plant with the gas system intended for the injection of gas into it.

On the other hand, for the commercialization of renewable gases, it is essential to regulate a guarantee of origin scheme that accredits the renewable nature of the gas produced, which is what will make it possible to prove compliance with the decarbonization objectives and what will provide an economic value to the renewable nature of the gas produced.

To this end, the Royal Decree 376/2022, of May 17, provides in Title II for the creation of a guarantee of origin scheme applicable to renewable gases and designates the Technical Manager of the System (Enagás GTS) as the entity responsible for said system, as a temporary measure while the Ministry for the Ecological Transition and the Demographic Challenge does not have the human and material means to perform its functions. In the development of this regulation, Order TED/1026/2022, of October 28, which approves the management procedure of the guarantee of origin scheme for gas from renewable sources, reinforces the traceability of renewable gases and the existence of various hydrogen transmission models, among which we can distinguish its injection into the gas system, its injection into isolated pipelines into the gas system, self-consumption at the production facility itself, or with off-grid logistics.

An early regulatory framework for hydrogen is key to embracing the hydrogen economy of the future and developing an efficient and sustainable domestic hydrogen market. With the "hydrogen economy" proposed in the European Hydrogen Strategy, the role of hydrogen has changed significantly, and the associated infrastructure is becoming a key factor.

In short, the regulation of the energy infrastructure sector must guarantee the following basic principles, which, have always been considered by Enagás when defining the Call for Interest process and future Open Season process for the network of basic hydrogen networks:

* Definition of the parties involved in the supply.
* Open access to the transmission and distribution network in a non-discriminatory manner.
* Transparency and clear access rules.
* Neutrality of network operators.
* Adequate competition - consumer protection.
* Well-coordinated or joint grid development plans with an overall energy system perspective in mind.
* Overall system optimization and economic efficiency (ensuring the right scale of new investment and developing synergies between regulated networks).
* Optimal use of infrastructure (including the reuse of existing assets).
* Environmental Protection.
* Social justice - universal supply

# Participation requirements

## Subjects that may participate in the Expression of Interest

The Expression of Interest is addressed to those actors who are interested in the use of potential hydrogen networks in Spain, in their role as producers, consumers, and/or traders of renewable hydrogen.

For these purposes, **producers** are understood to be those subjects that are or intend to be owners of a renewable hydrogen production facility or third parties that operate a renewable hydrogen production facility under contract, whether it is a public concession or another type of concession.

**Consumers** are understood to be those subjects who purchase or intend to purchase, directly or through a vendor, renewable hydrogen for their consumption and who are or intend to be owners of one or more renewable hydrogen consumption points.

**Trading companies**/**traders** are understood to be those that, by accessing the transmission facilities, have or intend to have as their function the sale of renewable hydrogen either to final consumers or to other traders, inside or outside of Spain.

However, it should be considered that to act as a producer, consumer, or trader of renewable hydrogen, certain requirements will have to be met, which may vary when both the Directive and the Regulation on internal markets for natural gas and renewable gases and hydrogen are approved and the relevant Spanish transposition or adaptation legislation is promulgated.

## Confidentiality Agreement

Producers, consumers, and traders who wish to participate in the Expression of Interest process must sign and submit the Confidentiality Agreement with Enagás, which is published on the corporate website with the information on the process and which is also attached as an annex (Confidentiality Agreement). This agreement must be signed by a person with sufficient authority to represent the corresponding entity, an authority that must also be sent together with the signed Confidentiality Agreement.

***ANNEX I***

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

(The **“Agreement”**)

**On the one hand,**

**ENAGAS INFRAESTRUCTURAS DE HIDRÓGENO, S.L.U.** **(“Enagás”),** with registered office at Paseo Olmos, 19, Madrid, 28005 and provided with CIF number B-10580116, and in its name and representation [•], empowered for this act of agreement with the powers resulting from the deed of power authorized by the Notary of [•], Mr./Ms. [•], on date [•], number [•] of its protocol.

**On the other hand,**

[•] **SL (“Company”)**, **with** registered office at [•] and provided with CIF number [•] and in its name and representation [•], empowered for this act in accordance with the powers that result from the deed of power authorized by the Notary of [•], Mr./Ms. [•], on date [•], number [•] of its protocol.

For the purposes of this Agreement, the expression "**Party**" or the "**Parties**" will respectively designate Enagás and the Company, individually or jointly, respectively.

Any of the Parties will be **considered** the "**Disclosing Party**" when, within the terms of this Agreement, it discloses the Confidential Information as defined in Stipulation 1 and "**Receiving Party**" any of the Parties when, within the terms of this Agreement, it is who receives the Confidential Information from the other Party.

Both Parties recognize **sufficient** legal capacity to contract and be bound, and in particular, for the conclusion of this Agreement, of which as background

**DECLARE**

1. Enagás and the Company will exchange certain information and materials within the framework of the Call for Interest (“***CFI***”) initiated by Enagás for the project “*Market consultation for the development of a renewable hydrogen grid*” (the “***Project***”), as well as in connection with a possible subsequent Open Season process (including its non-binding and binding phases), and to which the Society has been invited to participate.
2. To guarantee the confidentiality of said information and materials, the Parties enter into this confidentiality agreement (the "**Agreement**") in accordance with the following:

**STIPULATIONS**

1. The Parties undertake not to disclose to third parties confidential information that they may receive from the other Party, and to give said information the same treatment that they would give to their own confidential information. "***Confidential Information***" shall be understood as all data, information, prices, statements, or knowledge of financial, tax, legal, technical, operational and management content, patents, copyrights, trade secrets, know-how, strategic price planning, economic formulas, contracting requirements, lists of suppliers and clients, models, sketches, drawings, organization processes, algorithms, software programs and source documents, product designs, etc., which are obtained or prepared by either Party or their respective Representatives, as these are defined in Stipulation 2, and which are disclosed to the other in connection with or for the purpose of the Project, whether orally or in writing or by any electronic, magnetic or other means (hereinafter, "***Confidential Information***").

In addition, all analyses, reports, compilations, forecasts, studies, summaries, memoranda, or any other data, information, documents, or materials prepared by the Parties or their Representatives that contain, reflect, or have been prepared based on the information described in the preceding paragraph, including that which is disclosed on the occasion of the negotiations held by the Parties, shall be considered as Confidential Information.

This definition will not prevent the application of the relevant binding rules regarding the confidentiality of sensitive information for commercial purposes and the obligation not to disclose confidential information about its own activities in a discriminatory manner that may imply any commercial advantage imposed on the network operator by virtue of article 68.d) of Law 34/1998, of October 7, on the hydrocarbons sector (hereinafter, “**LSH**”).

1. The Receiving Party shall not disclose the Confidential Information without the prior written consent of the Disclosing Party, other than to its directors, officers, employees, and Affiliates -as said term is defined in the following paragraph-, as well as individual representatives, attorneys, consultants and each of their respective individual directors, officers, and employees, if any, to whom the Receiving Party desires to disclose such Confidential Information to evaluate it to negotiate or consummate any projects (those individuals who are directly or indirectly disclosed Confidential Information by the Receiving Party are collectively referred to herein as the "***Representatives***"), provided that the Receiving Party shall inform its Representatives of the confidential nature of the information and the Receiving Party shall be responsible for such Representatives’ compliance with the terms of this Agreement.

For the purposes of this Agreement, “***Affiliate***” shall mean an entity that, concerning a Party, **(i)** controls it directly or indirectly; **(ii)** is under the same direct or indirect ownership or control; or **(iii)**, is directly or indirectly controlled by such Party. For these purposes, “***Control***” means **(i)** the right to exercise the voting right of at least 50% of the share capital in voting carried out in the General Shareholders’ meetings, **(ii)** the right to appoint the majority of the members of the governance body, or **(iii)** having a significant influence over a company.

However, in the case of Enagás, "***Affiliate***" shall be understood as **(i)** the sole shareholder of ENAGAS INFRAESTRUCTURAS DE HIDRÓGENO, S.L.U., that is, Enagás, S.A.; and **(ii)** all entities that are under the same ownership of Enagás, S.A., with a 100% shareholding.

1. The Receiving Party undertakes to take appropriate and necessary preventive measures to keep confidential the Confidential Information of the other Party. This duty will include the obligation to inform the employees using such information of its confidential nature and that it may not be disclosed to third parties.
2. The Receiving Party agrees that the “Confidential Information” received from the other Party is and shall at all times remain the property of the other Party, and that no intellectual or proprietary rights in such Confidential Information are expressly or impliedly conferred hereunder.
3. Each Party represents that it has the right to disclose and provide the Confidential Information to the Receiving Party for the Call for Interest, except as otherwise provided in this Stipulation 5. The Disclosing Party does not offer any guarantee as to the completeness, accuracy, suitability for any particular purpose or any use of the results based on this Confidential Information.

The Disclosing Party disclaims any responsibility for any action taken by the Receiving Party based on its analysis or other use of the Confidential Information, including, among others, any investment, adjustment or modification of the products it produces and/or services provided by the Receiving Party in light of such use of the Confidential Information, and the Receiving Party acknowledges that the Disclosing Party shall have no liability or liability as a result of the Receiving Party's use of the Confidential Information.

1. The Parties agree that, in the event that the Receiving Party partially or totally breaches its obligations under this Agreement, it shall be liable for all damages caused to the Disclosing Party by the relevant breach.
2. The definition of "Confidential Information" shall not include that which,
3. Is known by the Receiving Party prior to its delivery by the Disclosing Party, such information being free of any duty of confidentiality, as evidenced by documents in its custody;
4. Is developed or elaborated independently by or at instance of the Receiving Party, or has been legally received, free of restrictions, from other sources with right to disclose it;
5. Is or becomes publicly available, other than as a result of disclosure in breach of this Agreement by the Receiving Party; and
6. Is delivered by a third party without such delivery being a breach of any confidential obligation included in this Agreement.
7. The Receiving Party may disclose Confidential Information to the minimum extent required by: **(a)** any order from any court of competent jurisdiction or any competent judicial, governmental, or regulatory body; **(b)** the rules of any stock exchange on which the shares of the Receiving Party are listed; **(c)** the laws or regulations of any country with jurisdiction over the affairs of the Receiving Party or **(d)** in the event that the law requires reporting it to a regulatory authority or body, such as the National Commission for Markets and Competition.

Prior to the disclosure of the information, the Receiving Party must: **(a)** to the extent permitted by law, inform the Disclosing Party without undue delay about the existence and scope of its obligation to disclose such information and the precise circumstances (except for information required to be disclosed to the National Commission for Markets and Competition under additional provision 38 of the LSH); and **(b)** disclose to the relevant public authority, body or court only that portion of the Confidential Information the disclosure of which is legally required.

1. Once this Agreement is terminated, all “Confidential Information” delivered by the Disclosing Party by written means or recorded in a magnetic format or any other kind of tangible means, shall be returned to the Disclosing Party or, if applicable, destroyed by the Receiving Party, depending on the case, if requested by the Disclosing Party.

At the request of the Disclosing Party, the Receiving Party must certify in writing that all Confidential Information received by the Recipient, including all copies thereof, as well as all materials containing such Confidential Information, have been destroyed.

1. This Agreement is of a commercial nature, and shall be governed by its own clauses, and in all matters not foreseen therein, the Parties will abide by Spanish legislation and, specifically, by the provisions of the Commercial Code and commercial uses and, in its absence by the provisions of the Civil Code.

The Parties agree to submit all disputes arising from the execution or interpretation of this Agreement to the ordinary courts of the city of Madrid, expressly waiving their own jurisdiction, if they were entitled to another jurisdiction. Without prejudice to the precautionary measures that the Disclosing Party may request before any other competent courts to enforce the terms of the Agreement.

1. Nothing in this Agreement shall grant to a Party the right to make commitments of any kind for or on behalf and or for account of the other Parties without the prior written consent of the other Party.

Furthermore, no amendment or modification of the terms and conditions of this Agreement shall be valid and binding on the Parties unless made in writing and signed by an authorized representative of both Parties.

1. This Agreement shall be binding upon the Parties hereto and their respective successors, assignees, subsidiaries, and affiliates.

The Parties may not assign or transfer any of the rights and obligations derived from this Agreement without the prior consent of the other Party unless the assignment is made to some of the affiliated companies of the Parties.

1. In the event that the execution of the object of the Agreement involves the processing of personal data owned by one of the Parties by the other, said processing will be subject to the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 ("**GDPR**") and the Organic Law on Data Protection and Guarantee of Digital Rights 3/2018 of December 5 (**LOPDGDD**), regarding the processing of personal data and free circulation of these data (or regulations that develop and/or replace them), obliging the Parties to carry out any additional actions that may be necessary for the correct compliance with current legislation and regulations on the protection of personal data. The Party that processes the data will have the status of data processor (“**Data Manager**”).

For this purpose, the Parties, when they have the status of Data Manager, undertake to collaborate with the person in charge to guarantee compliance with the obligations established in articles 32 to 36 of GDPR and concordant of the LOPDGDD regarding the protection of natural persons with regard to the processing of personal data and the free circulation of these data.

1. This Agreement, as well as the confidentiality obligations imposed by this Agreement on both Parties will remain in force for two (2) years from the date of this Agreement.

Signed by and on behalf of **Enagás**

Date [•] 2023, Place [•]

Signature: [•]

Name: [•]

Function: [•]

Signed by and on behalf of [•]

Date [•] 2023, Place [•]

Signature: [•]

Name: [•]

Function: [•]