

Process Letter

For the tender on the sale of real estate property located at
Pretoria (South Africa), 1003 Stanza Bopape & 8 Athlone Street

Athens, 2 November 2018



HELLENIC REPUBLIC ASSET
DEVELOPMENT FUND

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1 Introduction

- 1.1 Hellenic Republic Asset Development Fund S.A.” (the “**HRADF**” or the “**Fund**”) is the legal entity entrusted with the implementation of the privatization program of the Hellenic Republic (the “**HR**”). **HRADF** is established by and is operating under Law 3986/2011 “Urgent Measures for the implementation of the Mid-Term Fiscal Strategy Framework 2012-2015” (Hellenic Republic Government Gazette 152/A/1.7.2011) as currently in force and amended (the “**Fund Law**”). Pursuant to article 188 par. 1 of Law 4389/2016, **HRADF** became a direct subsidiary of the “Hellenic Corporation of Assets and Participations S.A. (the “**HCAP**”), which is the sole shareholder of the **Fund**.
- 1.2 The **HRADF** is established with the scope to develop and exploit the assets of the **HR**, as well as assets owned by legal entities of public law or by public enterprises, the share capital of which is fully owned, directly or indirectly, by the **HR** or by legal entities of public law.
- 1.3 Pursuant to article 2 par. 5 of the **Fund Law** all assets to be developed and exploited by the **Fund**, as per the **Fund Law**, are to be transferred to the **Fund** by virtue of a relevant decision of the Inter-ministerial Committee for Asset Restructuring and Privatizations (the “**ICARP**”).
- 1.4 The asset to which this process letter refers (the “**Asset**”), is a real estate property located at:

Pretoria (South Africa), 1003 Stanza Bopape & 8 Athlone Street
- 1.5 The **Asset** has been transferred to the **Fund** by **ICARP** decision no. 247/04.03.2014 (Hellenic Republic Government Gazette B/571/2014).
- 1.6 The **Fund** has decided to proceed with the conduct of an open international public tender (the “**Tender Process**”), as described in this process letter (the “**Process Letter**”), for the selection of an investor who will purchase the **Asset** (the “**Transaction**”).
- 1.7 The key milestones of the **Tender Process** are indicated in the table below. Each and all of these dates are indicative and may change. In any such case, the new dates will be officially announced by the **Fund**.



Date	Action
2 November 2018	Launching of the Tender Process
15 January 2019	Final date for the submission of offers to the Fund
24 January 2019	Opening of Folders B of the Eligible Investors (as defined below)
1 February 2019	Decision of the Fund's Board of Directors on the nomination of the Preferred Bidder (as defined below)

All other milestones until the closing of the **Transaction** shall be notified in writing by the **HRADF** to the preferred bidder.

- 1.8 All annexes to this Process Letter are an integral and essential part hereof. These are the following: (i) Key terms of Contract (Annex 1), (ii) Financial Offer Template (Annex 2), (iii) Proof of Funds Template (Annex 3), (iv) Solemn Declaration Template (Annex 4), (v) Participation Letter of Guarantee Template (Annex 5), (vi) Transaction Letter of Guarantee Template (Annex 6), (vii) Confidentiality Agreement (Annex 7), (viii) Information – Consent Form for Personal Data Processing (Annex 8).
- 1.9 All information about the **Asset** contained in this **Process Letter** and in the informative material provided by the **Fund** to the interested investors pursuant to paragraph 3.2 below, is aimed to help the interested investors to prepare and submit their offer. This material is provided for informative purposes only and is indicative and not exhaustive. There is no warranty provided for the accuracy, completeness or adequacy of the material and neither the **Fund** nor its advisors shall be held responsible for any inaccuracies, omissions or oversights. The interested investors are encouraged to conduct their own independent investigation and analysis of data concerning the **Asset**, assisted by advisors of their choice prior to the submission of their **Offer**.
- 1.10 KLC Law Firm acts as the Fund's advisor (the "**Advisor**") for the **Tender Process** and the



Transaction.

2 General Description and Scope of Transaction

- 2.1 Following completion of the **Tender Process**, the **Fund** will transfer to the investor selected through the **Tender Process**, as specified in this **Process Letter** (the “**Preferred Bidder**”), and the **Preferred Bidder** shall purchase the **Asset**, by virtue of a contract to be signed for said purpose (the “**Contract**”).
- 2.2 The key objective that the **Fund** wishes to accomplish through the **Transaction** is to maximize the financial proceeds from the sale of the **Asset**. It is the **Fund’s** intention to maintain a high degree of transparency throughout the **Tender Process** and the **Transaction**.

3 Procedure of Tender Process

3.1 Procedure overview

The **Fund** invites any interested party (natural persons, legal entities, consortia or joint ventures) to participate in the **Tender Process** for the selection of an investor to purchase the **Asset**.

Following review of this **Process Letter**, interested parties are invited to submit their offer in writing as per paragraphs 3.3, 3.4 and 5 below, accompanied by the supporting documentation specified therein (the “**Offer**”).

The **Fund** shall review the **Offers** along with all supporting documentation and shall evaluate them on the basis of the eligibility criteria and the terms outlined in paragraph 4 below, in order to select the eligible investors. The selection of the **Preferred Bidder** will be made on the basis of the highest bid, as described in paragraph 6 below.

Following the selection of the **Preferred Bidder** by the **Fund’s** Board of Directors and the subsequent approval by the Court of Auditors (where applicable, according to article 9 par. 4 of the **Fund Law**), the **Fund** and the **Preferred Bidder** shall enter into the **Contract** as per paragraph 7 below.

3.2 Information on the **Asset**

Information on the **Asset** [indicatively: the relevant ownership titles, title searches, Cadastre/Land Registry certificates (as applicable), floor plans, maps, description of the **Asset** legal status etc.] shall be available in electronic form (in CD or other electronic storage device, by e-mail or through web access) (the “**Informative Material**”) to all interested investors upon signing a brief confidentiality agreement (the “**Confidentiality**”



Agreement”), as per Annex 7.

Said information in relation to the Asset shall be provided through: KLC Law Firm (10 Kapsali Str., Athens 10674, Greece, tel. +30 210 7264500, Thomas Lamnidis, e-mail: thomas_lamnidis@klclawfirm.com.)

Interested parties should conduct a legal and/or technical due diligence on the **Asset** at their own expense and responsibility. Interested parties shall have the opportunity to visit the **Asset**, as well as to request in writing clarifications on the **Tender Process** following communication with the contact person stated above.

3.3 Validity period and submission of **Offers**

- (i) Any **Offer**, as well as the financial offer contained therein, shall remain valid and shall bind the respective interested investor for a period of six (6) months following the final date for the submission of the **Offers**. The validity period of each **Offer** may be extended, if it is agreed in writing between the **Fund** and the interested investor.

The nomination of a specific interested investor as the **Preferred Bidder** may take place following the expiry of such interested investor’s **Offer**, provided that the said interested investor shall consent in writing thereto.

- (ii) The **Offers** shall be addressed to the **Fund** and shall bear the following indications:

To:	Hellenic Republic Asset Development Fund S.A. 1 Kolokotroni & Stadiou Street, 105 62 Athens, Greece T. +30 210 3274400
Subject:	Offer for the Asset in Pretoria (South Africa), 1003 Stanza Bopape & 8 Athlone Street
Investor’s Name:	<i>[Investor’s name to be filled-in as applicable]</i>

- (iii) The **Offers** are required to be submitted in English or in Greek. Any documents submitted in any other language must be accompanied by an official translation (of such documents) into English or Greek.
- (iv) The **Offers** shall be submitted or sent to the **Fund** in sealed envelopes, which shall contain two separate sealed sub-envelopes (Folder A and Folder B), as per paragraph 5 below.
- (v) In case the documents submitted by an interested investor in Folder A contain



confidential information, then all these confidential documents should bear the indication "**Confidential Information**". Confidential information will be treated as such, subject to waivers and exceptions set out in paragraph 8 below.

3.4 Time and place for the submission of the **Offers**

The **Offers** must be submitted **by no later than January 15th 2019 at 17:00 (Athens time, GMT+2)**, at the **Fund's** premises and with the indication stated above under 3.3. (ii). Any **Offer** submitted after the lapse of the deadline stated above will be rejected as inadmissible.

4 General Terms of Tender Process

4.1 Eligibility Criteria

4.11 Natural persons, legal entities, consortia or joint ventures are eligible to participate in the **Tender Process** and submit an **Offer** provided that they do not fall under any of the reasons for exclusion mentioned below (under 4.1.2 and 4.1.3) and that they comply with the rules of the **Tender Process**. **Offers** from any interested investor are required to contain the documentation specified in paragraph 5 below. Interested investors that do not satisfy any of the requirements or submit false information or documents or make any inaccurate statement in this respect, will be disqualified and will not be permitted to take further part in the **Tender Process**.

4.12 Any interested investor who has been the subject of a conviction by irrevocable judgment, or who is or has been the subject of investigation by any authorities, in his place of residence or anywhere else for one or more of the reasons listed below shall be excluded from participation in the **Tender Process**:

(a) participation in a criminal organization (as defined in article 2 of the Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organized crime – OJ L 300, 11.11.2008, p. 42–45);

(b) corruption (as defined in article 3 paragraph 1 of the Council Act of 26 May 1997 drawn up on the basis of Article K.3 (2) (c) of the Treaty on European Union, the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union - OJ C 195, 25.6.1997, p. 1–11 and article 2 paragraph 1 (a) of the Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector – OJ L 192, 31.7.2003, p. 54–56);

(c) fraud within the meaning of article 1 of the Convention on the protection of the European Communities' financial interests, drawn up upon Council Act of 26 July 1995 - OJ C 316, 27.11.1995, p. 48–57);



(d) money laundering, as defined in article 1(3) of Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing, amending Regulation (EU) No 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC – OJ L 141, 5.6.2015, p. 73-117); and

(e) any of the crimes of false attestation, misappropriation, fraud, extortion, forgery of documents, false oath, bribery and fraudulent bankruptcy.

As regards sociétés anonymes and legal entities of equivalent legal form in different jurisdictions, disqualification relating to criminal acts as stated above also applies to the president/chairman of the board of directors and the managing director (where existent) based on the articles of association or equivalent document of said legal entity. For all other types of legal entities, the above disqualification criterion applies to the legal entity's lawful representative(s).

4.13 Any interested investor shall be excluded from participation in the **Tender Process** where said interested investor:

(a) is bankrupt or is being wound up, where his affairs are being administered by the court, where he has entered into an arrangement with creditors, where he has suspended business activities, or is in any analogous situation arising from a similar procedure under the laws of the country in which he is established;

(b) is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court, or of an arrangement with creditors, or of any other similar proceedings under the laws of the country in which he is established;

(c) is guilty of serious misrepresentation in supplying the information required under this section or has not supplied such information.

(d) has committed a serious professional offence proven in any manner

(e) has been excluded from participating in public or other acquisition procedures or tender processes in Greece or another country by final decision of any competent Greek or foreign authority or has been disqualified from any public or other acquisition procedure or tender process in Greece or another country for submitting forged certificates, documents or statements.

4.14 In order to ascertain compliance with the eligibility criteria as per this section (the



“**Eligibility Criteria**”), **Offers** from any interested investor are required, upon penalty of disqualification, to be accompanied by a solemn declaration duly signed by or on behalf of the interested investor stating that the interested investor does not fall under any of the reasons for exclusion mentioned above (under 4.1.2 and 4.1.3) and that if he is nominated **Preferred Bidder** he will produce relevant certificates (as listed below under 7.3) within ten business (10) days from the receipt of the relevant notification from the Fund.

4.2 Costs and expenses of **Tender Process**

- (i) The interested investors shall bear their own costs and expenses incurred during the **Tender Process**.
- (ii) The interested investors participate in the **Tender Process** at their own risk and this participation does not serve any grounds for any claim for damages or other indemnification against the **Fund** and/or the **Advisor**, even in case of annulment, cancellation, postponement or extension of the **Tender Process**, or amendment of its terms, for any reason whatsoever.

4.3 Applicable law and Jurisdiction

Any dispute arising out of, or in connection with, the **Tender Process** up to the signing of the **Contract** or the cancellation of the **Tender Process** (by a relevant decision of the **Fund’s** Board of Directors), shall be governed by the laws of Greece and shall be subject to the exclusive jurisdiction of the competent courts of Athens, Greece.

5 **Content of Offer**

5.1 Content of Folder A

Folder A of the **Offer** shall contain the following:

- (i) Copy of ID or passport (in case of natural persons) / Valid corporate documents (in case of legal entities) evidencing the lawful establishment and operation and the lawful representation of the interested investor (e.g. statutes in force, relevant decision of the Board of Directors, power of attorney for the signing of the **Offer**, or other documents evidencing the representation of the interested investor).
- (ii) Solemn declaration by the interested investor as per Annex 4.

In case of a consortium or a joint venture, each member of the consortium/joint venture shall provide the same documentation.

- (iii) Letter of guarantee for the participation of the interested investor(s) in the Tender Process (the “**Participation Letter of Guarantee**”) addressed to the Fund and issued for



an amount equal to twelve thousand Euros (€ 12.000).

The **Participation Letter of Guarantee** shall be issued by (a) a bank or other financial institution which operates lawfully at any member state of the European Union (EU), is directly supervised by the European Central Bank as significant supervised entity or significant supervised group – as defined in article 2, points (16) and (22) of Regulation No 468/2014 of European Central Bank dated 16 April 2014 (ECB/2014/17), and which is included in the list of significant supervised entities or groups issued by virtue of article 49 par. 1 of the said Regulation, or (b) any bank or other financial institution which operates lawfully in any member state of the European Union (EU) or the European Economic Area (EEA) or the World Trade Organisation (WTO) which has a credit rating for long-term unsecured financing of BBB+ (or higher) from Standard & Poor's Corporation, or Baa1 (or higher) from Moody's Investors Services, Inc., or BBB+ (or higher) from Fitch Ratings (the "**Eligible Institution**"), having the right to issue letters of guarantee.

The **Participation Letter of Guarantee** is required to be valid for a period of at least six (6) months commencing on the final date for the submission of **Offers**. The period of validity of the **Participation Letter of Guarantee** may be extended upon the Fund's request, based on a written agreement between the Fund and the interested investor for such extension. The **Participation Letter of Guarantee** shall comply with the template contained in Annex 5 of this Process Letter.

Instead of a **Participation Letter of Guarantee**, interested investors may deposit in favor of the **Fund** the abovementioned amount to the Fund's bank account no. 104/472293-02 - IBAN: GR96 0110 1040 0000 1044 7229 302 - SWIFT CODE: ETHNGRAA, held with the National Bank of Greece, as guarantee for compliance with the obligations arising from the interested investor's participation in the **Tender Process** for the **Asset** (the "**Guarantee Deposit**"), and enclose in Folder A the relevant certificate of deposit.

The **Participation Letter of Guarantee** or the **Guarantee Deposit** above (as applicable) shall be returned to the respective interested investor either following the conclusion of the **Tender Process** in accordance with paragraph 6 below, or following a relevant decision of the **Fund's** Board of Directors for the cancellation or declaration of the **Tender Process** as unsuccessful, whichever occurs first.

The **Participation Letter of Guarantee** or the **Guarantee Deposit** (as applicable) shall be forfeited in favor of the **Fund** in the following cases:

- (a) in case the interested investor withdraws or revokes his **Offer** or any part thereof for any reason whatsoever, or
- (b) in case the interested investor is nominated as the **Preferred Bidder** and does



not deliver to the **Fund** the Transaction Letter of Guarantee (the “**Transaction Letter of Guarantee**” as per template of Annex 6) or does not make the transaction down payment as per paragraph 7.2 for any reason whatsoever.

5.2 Content of Folder B

Folder B of the **Offer** shall contain the following:

- (i) The financial offer as per the template provided in Annex 2. The financial offer must be unconditional and irrevocable and must include the offered price (the “**Financial Consideration**”) in *EURO* (€) for the purchase of the Asset.
- (ii) A proof of funds covering the whole amount of the **Financial Consideration** (the “**Proof of Funds**”), as per the indicative template provided in Annex 3, issued by one or more **Eligible Institutions**.

6 Opening of Offers and Selection of the Preferred Bidder

6.1 Procedure and evaluation criteria

- (i) The review and evaluation of the **Offers** shall take place in two (2) stages at the offices of **HRADF** in Athens. During the first stage of the evaluation, the **Fund**, assisted and supported by its **Advisor**, will examine the lawful and proper submission of the **Offers** and the documents of Folder A of the **Offers**.
- (ii) The **Fund** may, at its absolute discretion, request clarifications from any interested investor on his **Offer** and may allow the interested investor to submit supplementary documentation or clarify his **Offer** within a short time period specified, taking into account the principles of equal treatment, non-discrimination and transparency.
- (iii) Following the examination of the above documents, the **Fund** will certify the interested investors who qualify for participation in the **Tender Process** on the basis of the Eligibility Criteria (the “**Eligible Investors**”).
- (iv) Following certification of the **Eligible Investors**, the Board of Directors of the **Fund** shall proceed to the opening of Folders B of the **Offers** of all **Eligible Investors**.
- (v) Representatives of the Eligible Investors duly authorized to this end will have the right to attend the opening of Folders B’ of the **Offers**. For the avoidance of doubt, said representatives shall be allowed to attend only the unsealing of Folder B’ of the Offer of the Eligible Investor that they represent.



- (vi) The **Fund** shall review the financial offers along with the **Proof of Funds** and shall evaluate them on the basis of the highest bid. In case of equal financial offers, the Board of Directors of the **Fund** may at its absolute discretion request from the interested investors to submit new financial offers and repeat the process, until one sole highest financial offer is submitted. When the examination of the financial offers will be completed by the **Fund**, a ranking table of the **Eligible Investors** in descending order (the "**Ranking Table**") will be drawn, on the basis of their financial offers. The **Fund** may (but is not obliged) call all or some of the **Eligible Investors**, who submitted valid **Offers**, in order to submit improved **Offers** on hard copy or electronic form. The **Fund** may at its own discretion exclude the lowest **Offers** and subsequently not notify the **Eligible Investors** with the above lower **Offers** to submit improved **Offers**. Improved **Offers** should be accompanied by a proof of funds covering the whole amount of the improved Offer. Improved **Offers** are irrevocable and binding for the **Eligible Investors** who submitted them and are evaluated by the **Fund** in order to finalize the **Ranking Table**. For the avoidance of doubt, an improved **Offer** may be required in the case where only one valid **Offer** is submitted.
- (vii) The **Eligible Investor** who has offered the highest **Financial Consideration** for the purchase of the **Asset** according to the **Ranking Table** shall be nominated by decision of the Board of Directors of the **Fund** as Preferred Bidder, as per paragraph 6.2 below.

6.2 Nomination of the Preferred Bidder

Taking into account the independent valuation of the **Asset** as per article 6 of the **Fund Law**, and after consulting the Council of Experts of the **Fund**, in accordance with article 4 par. 2b of the **Fund Law**, the **Ranking Table** will be approved by the **Fund's** Board of Directors and will be attached to the relevant decision.

The **Eligible Investor** ranked first in the **Ranking Table**, having offered the highest **Financial Consideration** will be declared as the **Preferred Bidder** pursuant to the above decision of the **Fund's** Board of Directors. The said decision will be notified to all **Eligible Investors**.

Following the nomination of the **Preferred Bidder**, the **Participation Letters of Guarantee and/or the Guarantee Deposits** will be returned to the **Eligible Investors**, except for the **Participation Letter of Guarantee** and/or the **Guarantee Deposit** of the **Preferred Bidder** and of the **Eligible Investor** ranked second (2nd) on the **Ranking Table**.

In case the Board of Directors of the **Fund** decides, at its absolute discretion, that none of the **Offers** submitted for a particular **Asset** is satisfactory, it has the right to declare



the **Tender Process** unsuccessful.

7 Contract signing

- 7.1 After the nomination of the **Preferred Bidder**, the **Fund** shall send to the **Preferred Bidder** the Contract containing the terms and conditions for the purchase of the **Asset**.
- 7.2 Within ten (10) working days from the nomination of the **Preferred Bidder**, the Preferred Bidder shall be invited alternatively to submit to the Fund a letter of guarantee (the "**Transaction Letter of Guarantee**") for an amount equal to 10% of the **Financial Consideration** or to make a down payment (the "**Transaction Down Payment**") equal to 10% of the **Financial Consideration** to the above referred **Fund's** bank account held with the National Bank of Greece.

Following submission to the Fund of the **Transaction Letter of Guarantee** or of the certificate of the **Transaction Down Payment**, the **Participation Letter of Guarantee** or the **Guarantee Deposit** will be returned to the **Preferred Bidder**. The **Transaction Down Payment** may be set-off with the **Guarantee Deposit**.

The **Transaction Letter of Guarantee** shall be addressed to the **Fund** and issued by one Eligible Institution.

The **Transaction Letter of Guarantee** is required to be valid for a period of at least five (5) months from the date of its submission to the **Fund**. The period of validity of the **Transaction Letter of Guarantee** may be extended upon the Fund's request. The **Transaction Letter of Guarantee** shall comply with the template as per Annex 6.

The **Transaction Letter of Guarantee** or the **Transaction Down Payment** (as the case may be) shall be forfeited in favor of the **Fund** in the following cases:

- (a) in case the **Preferred Bidder** does not properly submit the documentation as per paragraph 7.3 below, or
- (b) in case the **Preferred Bidder** does not sign the Contract for any reason whatsoever, or
- (c) in case the **Preferred Bidder** does not pay the **Financial Consideration**, as defined below under 7.5.

The **Transaction Letter of Guarantee** shall be returned to the **Preferred Bidder** either after the execution of the Contract or, in case of cancellation of the **Tender Process**, after such cancellation, whichever occurs first. The **Transaction Down Payment** shall be returned to the **Preferred Bidder** only in case of cancellation of the **Tender Process**, otherwise it shall be deducted from the **Financial Consideration** to be paid.



73 In order to ascertain compliance with the **Eligibility Criteria** as per paragraph 4.1, the **Preferred Bidder** shall be invited to submit to the **Fund**, within ten (10) working days from the receipt of the relevant notification, the following documentation:

(i) Valid corporate documents (in case of legal entities) evidencing the lawful establishment and operation and the lawful representation of the **Preferred Bidder** (e.g. statutes in force, relevant decisions of the Board of Directors, power of attorney, or other documents evidencing the representation of the **Preferred Bidder**), to the extent not covered by the documents submitted under paragraph 5.1 (i) (e.g. in case of alterations in the statutes or decisions already submitted).

(ii) Certificate(s) by the competent judicial or administrative authority (-ies), issued within three (3) months prior to submission, certifying that the **Preferred Bidder** is not bankrupt or wound up, his affairs are not being administered by the court, he has not entered into any arrangement with creditors, he has not suspended business activities and is not in any analogous situation arising from a similar procedure under the legislation of the country of the **Preferred Bidder's** establishment.

(iii) Certificate(s) by the competent judicial or administrative authority (-ies), issued within three (3) months prior to submission, certifying that the **Preferred Bidder** is not the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or of an arrangement with creditors or of any other similar proceedings under the legislation of the country of the Preferred Bidder's establishment.

(iv) Certificate(s) by the competent judicial or administrative authority(-ies), issued within three (3) months prior to submission, certifying that the **Preferred Bidder** and/or the lawful representative(s) of the **Preferred Bidder** has(ve) not had irrevocable judgment against him/her (them) and is not or has not been subject to investigation by authorities in his place of residence or anywhere else for one or more of the reasons listed below:

a) Participation in a criminal organization (as defined in article 2 of the Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organized crime – OJ L 300, 11.11.2008, p. 42–45).

b) Bribery, (as defined in article 3 paragraph 1 of the Council Act of 26 May 1997 drawn up on the basis of Article K.3 (2) (c) of the Treaty on European Union, the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union - OJ C 195, 25.6.1997, p. 1–11 and article 2 paragraph 1 (a) of the Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector – OJ L



192, 31.7.2003, p. 54–56).

c) Fraud, within the meaning of article 1 of the Convention on the protection of the European Communities' financial interests, drawn up upon Council Act of 26 July 1995 - OJ C 316, 27.11.1995, p. 48–57).

d) Money laundering, as defined in article 1(3) of Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing, amending Regulation (EU) No 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC – OJ L 141, 5.6.2015, p. 73-117).

e) Any of the crimes of false attestation, misappropriation, fraud, extortion, forgery of documents, false oath, bribery and fraudulent bankruptcy.

74 The **Transaction** shall be subject to the approval by the Court of Auditors, where required in accordance with article 9 par. 4 of the **Fund Law**.

75 The **Preferred Bidder** shall execute the payment of the **Financial Consideration**, in accordance with the terms provided therein. Following the signing of the Contract and the payment of the **Financial Consideration**, the **Fund** will return the **Participation Letter of Guarantee** or the **Guarantee Deposit** to the **Eligible Investor** ranked second (2nd) on the **Ranking Table**.

76 In case the **Preferred Bidder** fails to submit the **Transaction Letter of Guarantee** or to make the **Transaction Down Payment** within ten (10) working days from the nomination, or to properly submit the documentation as per paragraph 7.3 above and/or to prove compliance with the **Eligibility Criteria**, or to sign the Contract and/or execute the payment of the **Financial Consideration**, the **Fund** shall be entitled to nominate as **Preferred Bidder** the next Eligible Investor on the **Ranking Table** and follow the same procedure.

7.7 The Contract shall be governed and construed in accordance with the laws of South Africa. Without prejudice to paragraph 4.3 above, any disputes in relation to the validity, the interpretation and/or the implementation of the Contract shall be settled in accordance with the Rules of the Arbitration Foundation of Southern Africa by an Arbitrator appointed by the Foundation.

8 Data Protection

8.1 The **Fund** acts as controller regarding personal data of individuals which are collected in the context of the **Tender Process** and the processing of said data is conducted pursuant



to the legislation regarding the protection of personal data, as in force. Said personal data may be shared with entities to which the **Fund** entrusts the execution of a specific mandate, namely the **Legal Advisor** and all the advisers to be appointed by the Fund regarding the Tender Process and the **Transaction** as well as to the **Hellenic Corporation of Assets and Participations S.A.** and to public bodies and judicial authorities within the framework of their powers and jurisdiction. The purpose of processing such personal data is for the evaluation of the **Offers**, the implementation of the **Tender Process** and its monitoring, the safeguarding of the **Fund's** rights and the security and protection of transactions in general, the fulfillment of the **Fund's** legal obligations, the prevention of fraud against the **Fund**, as well as informing interested investors with regard to the evaluation of their submitted **Offers**. Natural persons who execute an **Offer** either as interested investors or as representatives of legal persons being interested investors, consent to the processing of their above-mentioned personal data for the defined purposes and retain all their legal rights regarding accessing, correcting or objecting the processing and withdrawing their consent. To this end, such natural persons should submit a consent declaration in the form and with the content of the sample declaration attached hereto as Annex 8.

9 Miscellaneous – Disclaimers

9.1 The **Fund** reserves the right at any time to postpone or to cancel the **Tender Process** and to amend the timetable and the terms and conditions of the **Tender Process** or to repeat the **Tender Process**, at its sole discretion, and without bearing any liability towards the interested investors or any third parties.

9.2. The interested investors participate in the **Tender Process** bearing their own risk and responsibility and their participation does not give them any right to claim compensation or any right other than those determined herein.

9.3 The participation of an interested investor in the **Tender Process** will be evidence that the interested investor has read and understood the **Process Letter** and its Annexes, acknowledges their legitimacy and unconditionally accepts the terms and conditions thereof.

9.4 Any failure to comply with the terms of the **Process Letter** and its Annexes or any failure to provide the required information may be considered by the Fund, at its sole discretion, as sufficient reason for rejecting an **Offer**.

9.5 The **Fund** or the **Advisor** or any representative, employee, officer or partner of the **Fund** or the **Advisor** do not bear and will not bear in the future any responsibility or liability for any error or inaccuracy or omission in this **Process Letter**.



9.6 This Process Letter is not aimed to be the basis for any investment decision or investment recommendation made by the Fund or any of its Advisor and does not constitute investment advice by the Fund or any of its Advisor. Each person, to whom this Process Letter is made available, shall make his/her own independent evaluation of the Process Letter and the Transaction, upon investigation and obtaining of professional advice, such as that person may deem appropriate.

9.7 All **Offers**, once received, become property of the **Fund**. The interested investors give the **Fund** the right to reproduce and disclose the **Offers** for any purpose related to the fulfillment of its statutory obligations.

9.8 The **Fund** may be required to disclose information held, in response to requests for providing information. The **Fund** may be obliged to disclose certain information and/or documents relating to the **Offers** to the Greek Parliament in the context of the powers and privileges of the latter or of the legitimate functions of its executives, as well as in court during court proceedings or to any administrative authority or institution in relation to the fulfillment of its statutory obligations.



ANNEX 1

KEY TERMS OF CONTRACT

PRETORIA

The Asset is sold “voetstoots” and is subject to all servitudes and conditions contained in the applicable title deed/s and all other conditions which may exist in regard thereto.

The Seller shall not be liable for any defects, patent, latent or otherwise, in the Asset or for any damage occasioned to or suffered by the Buyer by reason of such defects or by reason of existing servitudes and conditions contained in the title deed. No representation, expressed or implied, is made by the Seller in relation to the condition of the Asset.

The Buyer expressly confirms that he inspected the Asset to his satisfaction and no guarantees or warranties of any nature have been made by the Seller regarding the condition or quality of the Asset, or any improvements thereon or amenities in relation thereto.

The Seller shall not be held liable for any deficiency in the extent of the Asset which may be revealed on any resurvey, nor shall the Seller benefit by any excess.

The Buyer shall be responsible for ensuring that it has in his possession a certificate of compliance in respect of the whole of the electrical installation on the Asset, furnished by an accredited person who is registered as such with the Electrical Contracting Board of South Africa, such certificate to be furnished in terms of the provisions of the Electrical Installation Regulations promulgated under the Occupation Health and Safety Act. The Buyer consents that the conveyancer may transfer and register the transaction without receiving the mentioned electrical certificate of compliance.

Transfer of the Asset shall be affected by attorneys appointed by the Seller. The Buyer shall be liable for and shall pay all costs in connection with the transfer of the Asset including, but not limited to, transfer duty or any value added tax that may become due and payable according to the local laws of the Asset. All costs related to the rates and taxes as well as the issue of a rates clearance certificate by the municipality, which must be incurred in order to comply with any laws, ordinances or regulations relating to the passing of transfer, shall be paid by the Buyer upon written request by the Seller’s Attorneys.

The Financial Consideration shall be paid upon the registration of the deed in the competent Titles Office.



Any dispute related to the Contract shall be settled in accordance with the Rules of the Arbitration Foundation of Southern Africa by an Arbitrator appointed by the Foundation. The Seller does not warrant or make any representations whatsoever in relation to the Contract.

The Contract shall be governed by the Laws of the Republic of South Africa.



ANNEX 2

FINANCIAL OFFER TEMPLATE

To: **HELLENIC REPUBLIC ASSET DEVELOPMENT FUND S.A.** (the “Fund”)

Kolokotroni 1 and Stadiou Str.

105 62, Athens, Greece

[●].[●].201[●]

Dear Sir(s)

FINANCIAL OFFER

The undersigned [●] (full name), resident of [●] (full address), holder of the no. [●] passport /identity card, issued on [●] by [●], [in case of legal entity: in my capacity as representative of the company named [●] (full name of the interested investor)] (the Interested Investor), being fully aware and accepting all rules specified in the Process Letter dated 2 November 2018 issued by the Fund in relation to the tender for the purchase of real estate property at Pretoria (South Africa), 1003 Stanza Bopape & 8 Athlone Street (the “Tender”) proclaimed by the Fund, hereby submit the following Financial Offer:

FINANCIAL CONSIDERATION:

€ (EURO) ([●]) (*amount in full words*)

I hereby declare, acknowledge and confirm [on behalf of the Interested Investor] that this Financial Offer shall be valid for six (6) months from the final date of the submission of the Offers.

By and on behalf of [●] (*full name of the Interested Investor*)

(*Signature/s*)



ANNEX 3

PROOF OF FUNDS TEMPLATE

[Bank's Letterhead]

To: HELLENIC REPUBLIC ASSET DEVELOPMENT FUND S.A. (the "Fund")
Kolokotroni 1 and Stadiou Str. 105 62, Athens, Greece

[●].[●].201[●]

Dear Sir(s),

Subject: Proof of Funds Letter

This letter is issued pursuant to paragraph 5.2 (ii) of the Process Letter dated 2 November 2018 issued by the HELLENIC REPUBLIC ASSET DEVELOPMENT FUND S.A. (the "Fund") regarding the participation of [●] [*insert full details of the interested investor: name of company / Individual, address etc.*] in the international public tender announced by the Fund for the sale of real estate property at Pretoria (South Africa), 1003 Stanza Bopape & 8 Athlone Street.

We confirm, that _____ [*Name of Company / Individual*] has available the sum of _____ € [EURO] in our bank as of this date for the purchase of the asset located in Pretoria (South Africa), 1003 Stanza Bopape & 8 Athlone Street.

We confirm that these funds are fully free of any liens, debts and/or encumbrances and are clean, clear and of non-criminal origin and are available in the form of _____ [*cash and cash equivalents or/and available and undrawn debt facilities*].

Should you require verification of the above mentioned funds, you may contact us at your convenience.

Yours truly,

Authorized Officer

ANNEX 4

SOLEMN DECLARATION TEMPLATE

To: **HELLENIC REPUBLIC ASSET DEVELOPMENT FUND S.A. (the “Fund”)**

I (we), the undersigned [●], son (daughter) of [●] (*father’s full name*) and of [●] (*mother’s full name*), holder of the [●] (*country*) passport no. [●] issued by [●] (*the authority that issued the passport*) on [●] (*date of the issuance of the passport*), [●] (*country*) citizen, born in [●] (*place of birth, town and country*) on [●] (*date of birth*), resident of [●] (*country - town - street - postal code*), acting in my capacity as[in case of a company: legal representative(s) of the legal entity under the corporate name [●], established under the laws of [●], with company registration number [●] and registered offices at [●] (*country - town - street - postal code*), with [●] (*country*) tax registration number [●], hereby declare in connection with the submission of an Offer in the tender proclaimed by the Fund for the purchase of real estate property at Pretoria (South Africa), 1003 Stanza Bopape & 8 Athlone Street (the “Tender”) pursuant to the rules specified in the process letter issued by the Fund dated 2 November 2018 (the “Process Letter”), that:

As of today our company /I personally satisfy the requirements set out in paragraph 4.1 of the Process Letter, namely:

(i) I personally [for legal entities: as legal representative of the company [●]] have not had irrevocable judgment against me, nor am I subject to investigation by any authorities in my place of residence or anywhere else, for one or more of the reasons listed below:

- participation in a criminal organization (as defined in article 2 of the Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organized crime – OJ L 300, 11.11.2008, p. 42–45);
- corruption (as defined in article 3 paragraph 1 of the Council Act of 26 May 1997 drawn up on the basis of Article K.3 (2) (c) of the Treaty on European Union, the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union - OJ C 195, 25.6.1997, p. 1–11 and article 2 paragraph 1 (a) of the Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector – OJ L 192, 31.7.2003, p. 54–56);
- fraud within the meaning of article 1 of the Convention on the protection of the European Communities' financial interests, drawn up upon Council Act of 26 July 1995 - OJ C 316, 27.11.1995, p. 48–57);



- money laundering, as defined in article 1(3) of Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing, amending Regulation (EU) No 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC – OJ L 141, 5.6.2015, p. 73-117);
 - any of the crimes of false attestation, misappropriation, fraud, extortion, forgery of documents, false oath, bribery and fraudulent bankruptcy.
- (ii) I personally [for legal entities: as legal representative of the company [●] declare that the company] am/is not bankrupt nor being wound up, my/the company's affairs are not being administered by the court, have not entered into an arrangement with creditors, have not suspended business activities or am/is in any analogous situation arising from a similar procedure under the laws of the country in which I am/the company is established.
- (iii) I personally [for legal entities: as legal representative of the company [●] declare that the company] am / is not subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court, or of an arrangement with creditors, or of any other similar proceedings under the laws of the country in which I am / the company is established.
- (iv) I personally [for legal entities: as legal representative of the company [●]] declare that if I/the company am/is nominated Preferred Bidder, I/the company will produce certificates as listed under 7.3 of the Process Letter within ten (10) working days from the receipt of the relevant notification from the Fund.
- (v) I personally [for legal entities: as legal representative of the company [●]] am fully aware of the rules specified in the Process Letter and of the Key Terms of Contract for the Asset at [●] (*location, address of the asset to be filled-in as applicable*) contained in Annex 1 of the Process Letter, I personally [for legal entities: as legal representative of the company [●]] fully acknowledge all available documentation on the Asset contained in the Informative Material provided by the Fund as per 3.2 of the Process Letter in relation to the Tender, and my/the company's Offer is and shall remain valid for six (6) months from the final date for the submission of Offers.

In the capacity of _____ [position]

Authorized to sign this Declaration for _____ [name]



ANNEX 5

PARTICIPATION LETTER OF GUARANTEE TEMPLATE

WHEREAS, [name of Bidder] (hereinafter called the "Bidder") has submitted his bid (hereinafter called the "Bid") dated [date] for the purchase of real estate property at Pretoria (South Africa), 1003 Stanza Bopape & 8 Athlone Street, in accordance with the rules of the Process Letter dated 2 November 2018 issued by the Hellenic Republic Asset Development Fund (the "Process Letter").

KNOW ALL PEOPLE by these presents that we [name of Bank] of [name of country] having our registered office at [address] (hereinafter called the "Bank") hereby unconditionally and irrevocably undertake to pay to the Hellenic Republic Asset Development Fund (the "Fund") the sum of twelve thousand euros (€ 12.000), in accordance with the following terms:

We shall pay to the Fund, irrespective of any objection by the Bidder or any other party, such amount or amounts as the Fund may demand not exceeding in the aggregate the above mentioned amount, namely € 12.000 *twelve thousand*, by transfer to the Fund's account at any bank in Greece or in any other manner acceptable to the Fund, within fifteen (15) days from receipt of an official written request by the Fund stating that (a) the Bidder has withdrawn or revoked his Offer or any part thereof or (b) the Bidder has been nominated as the Preferred Bidder and has not delivered to the Fund the transaction letter of guarantee or has not made the transaction down payment as per paragraph 7.2 of the Process Letter.

All payments made based on the Fund's demand shall be free and clear of, and without any present or future deduction for payment of, any taxes, levies, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

The undertakings contained in this guarantee constitute direct and fundamental obligations of the Bank and are unconditional and irrevocable. We shall not be excused from any or all of these obligations for any reason or reasons of whatever nature or source or any omission, act or proceeding by the Fund or by a third party which would excuse or discharge us from the obligations and liabilities stated in this guarantee.

This guarantee shall be valid for six (6) months starting on the final date for the submission of offers. The Bank shall accept to extend the validity of this guarantee following a simple written request by the Fund made prior to the expiry date of this letter. The Fund shall proceed to such request only if the extension of this guarantee is agreed in writing between the Fund and the Bidder in accordance with the rules of the Process Letter.



This guarantee shall be governed by and construed in accordance with the laws of
and any dispute with respect to this guarantee shall be resolved exclusively by the
competent courts in

The Bank

Authorized signatories



ANNEX 6

TRANSACTION LETTER OF GUARANTEE TEMPLATE

WHEREAS, [name of Bidder] (hereinafter called the "Bidder") has submitted his bid (hereinafter called the "Bid") dated [date] in the tender proclaimed by the Hellenic Republic Asset Development Fund (the "Fund") for the purchase of real estate property at real estate property at Pretoria (South Africa), 1003 Stanza Bopape & 8 Athlone Street (the "Tender"), in accordance with the rules specified in the Process Letter dated 2 November 2018 issued by the Fund (the "Process Letter").

In case the Bidder is selected and nominated as the Preferred Bidder, we [name of Bank] of [name of country] having our registered office at [address] (hereinafter called the "Bank") hereby unconditionally and irrevocably undertake to pay to the Fund the amount of [●] [10% of the offered price], in accordance with the following terms:

We shall pay to the Fund, irrespective of any objection by the Bidder or any other party, such amount or amounts as the Fund may demand not exceeding in the aggregate the above mentioned amount, by transfer to the Fund's account at any bank in Greece or in any other manner acceptable to the Fund, within fifteen (15) days from receipt of an official written request by the Fund stating that the Bidder has been nominated as preferred bidder in the Tender but (a) the Bidder has not properly submitted the documentation required as per paragraph 7.3 of the Process Letter, or (b) the Bidder has not signed the Contract for the purchase of the real estate property at Pretoria (South Africa), 1003 Stanza Bopape & 8 Athlone Street, or (c) the Bidder has not paid the Financial Consideration for the purchase of the real estate property at Pretoria (South Africa), 1003 Stanza Bopape & 8 Athlone Street, as required under paragraph 7.5 of the Process Letter.

All payments made based on the Fund's demand shall be free and clear of, and without any present or future deduction for payment of, any taxes, levies, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

The undertakings contained in this guarantee constitute direct and fundamental obligations of the Bank and are unconditional and irrevocable.

This guarantee shall be valid until [●] [insert date: the required period of validity is at least five (5) months from the date of submission of the Transaction Letter of Guarantee to the Fund].



This guarantee shall be governed by and construed in accordance with the laws of and any dispute with respect to this guarantee shall be resolved exclusively by the competent courts in

The Bank

Authorized signatories



ANNEX 7

CONFIDENTIALITY AGREEMENT

To: HELLENIC REPUBLIC ASSET DEVELOPMENT FUND S.A.
Kolokotroni 1 and Stadiou Str.
105 62, Athens, Greece

CONFIDENTIALITY AGREEMENT

RELATING TO THE ACQUISITION OF REAL ESTATE AT PRETORIA (SOUTH AFRICA), 1003
STANZA BOPAPE & 8 ATHLONE STREET

WHEREAS:

(A) On 2 November 2018, the Hellenic Republic Asset Development Fund (the "HRADF") published an Announcement for sale in respect to the selection of an investor for the sale of the real estate properties located at:

Pretoria (South Africa), 1003 Stanza Bopape & 8 Athlone Street

(B) In connection with the transaction stated above and in accordance with the rules specified in the relevant process letter dated 2 November 2018 (the "Process Letter"), which has been issued by the HRADF, the interested investor requests to receive all available information regarding the above referred asset at Pretoria (the "Asset"), including, but not limited to, ownership titles, maps, as well as information regarding the HRADF (all such information being referred to as "Confidential Information").

(C) In consideration of provision of the Confidential Information by HRADF, the interested investor undertakes to keep it strictly confidential.

NOW, THEREFORE, THIS UNDERTAKING WITNESSES AS FOLLOWS:

1. The interested investor hereby agrees and warrants that, as from the date of this Confidentiality Agreement until its second (2nd) anniversary, to the extent it receives Confidential Information, the interested investor and third parties controlled by the interested investor, as well as affiliates, executives, employees and agents thereof (collectively, the "Recipient") shall: (a) keep and maintain the Confidential Information strictly confidential; (b) disclose such Confidential Information (if at all) only to such executives, attorneys, professional advisors and to such employees thereof who have a reasonable need to know such Confidential Information (subject in each case to such person's agreement to make no further disclosure), or as may be required by law; (c) use such Confidential Information solely for the purpose of determining whether to enter into the transaction contemplated hereby; and (d) promptly upon request of the HRADF, return such Confidential Information (and all copies thereof) to the HRADF.
2. Confidential Information does not include, however, information which (a) is or becomes generally available or obvious to the public other than as a result of a disclosure by the Recipient (unless such disclosure is itself public, for example, on the HRADF's website); (b) was available or obvious to the Recipient on a non-confidential basis prior to its disclosure by the HRADF; or (c) becomes available or obvious to the Recipient on a non-confidential basis from another person who is not otherwise bound by a confidentiality agreement with the HRADF, or is not otherwise prohibited from transmitting the information in question. As used in this Confidentiality Agreement, the term "person" shall be interpreted in its broadest sense to include, without limitation, any individual, entity or association.
3. The HRADF makes no representations or warranties, express nor implied, as to the Confidential Information, including, without limitation, any representation or warranty relating to its accuracy or completeness, and shall have no liability to any Recipient resulting from the use of any Confidential Information by the Recipient. This Confidentiality Agreement does not obligate the interested investor to enter into the transaction contemplated by the rules specified in the Process Letter.
4. This Confidentiality Agreement shall be binding upon the interested investor, his representatives, successors and assigns, and shall take effect to the benefit of and be enforceable by the HRADF and its representatives, successors and assigns. The interested investor agrees that the signature to this Confidentiality Agreement shall be valid and binding.
5. This Confidentiality Agreement shall be governed by and construed in accordance with the laws of Greece and the courts of Athens - Greece shall have the exclusive jurisdiction with respect of this Confidentiality Agreement.



IN WITNESS WHEREOF, the interested investor has caused this Confidentiality Agreement to be executed [*in case of legal entities:*] by its duly authorized representative as of _____[insert date].

By signing below, I acknowledge that I have received the following documents (Informative Material):

[•]

[*Signature and seal (where applicable)*]

[*Insert name of interested investor/legal representative in case of legal entities*]

Date:

ANNEX 8

INFORMATION - CONSENT FORM FOR PERSONAL DATA PROCESSING

I. Information

The Hellenic Republic Asset Development Fund (“The Fund”), which is based in Athens, 1 Kolokotroni & Stadiou Str, 105 62, Phone: +30 210 3274400, e-mail: info@hraf.gr, informs, in its role as controller, the natural person signing the Offer as Candidate or as representative of a legal entity as Candidate that the Fund itself or third parties, by mandate and for its account, will process the following data:

A. Type and source of data

The personal data included in the Offer, which is submitted to the Fund in the context of this Tender Process by a natural person acting as a Candidate themselves or as representative of a Candidate legal person.

B. Purpose of Processing

Processing purpose is the evaluation of the Offer, the implementation of the Contract, the safeguarding of the Fund’s rights and the security and protection of transactions in general, and the fulfillment of the Fund’s legal obligations. The identification and communication data will be also used by the Fund for informing the Candidate regarding the evaluation of the submitted Offer.

C. Recipients of Data

The recipients of the above (under para. A) data to whom data may be notified are the following:

1. Entities to which the Fund entrusts the execution of a specific mandate for the Fund’s account (processors), namely the Legal Advisors.
2. Hellenic Corporation of Assets and Participations S.A., public entities and judicial authorities in accordance to their competence.

II. Retention period

The data under para. A will be retained for a twenty-(20)-years’ time period from the termination of the Contract in any way. In case no contract is concluded the data will be retained by the Fund for a ten (10) year period. After the expiration of the above periods the personal data will be destroyed.

III. Rights enforcement

1. The natural person acting as a Candidate or as the legal representative of a Candidate legal person has the right to know which of their personal data are or have been processed, to oppose and to

object to the processing of data which concern them, to request the erasure of their data, as well as to transmit their data to another controller, without the objection of the Fund or to request from the Fund their direct transmission to another controller. For the enforcement of said rights the Candidate can address the Fund in writing (e-mail: dpo@hraf.gr). The enforcement of said rights regarding the processing of personal data of the above para. A concerns exclusively their correction or update so as those to be complete and accurate.

2. The enforcement of said rights does not exempt the Candidate from their obligations as derive from their participation in the Public Tender.

3. The Fund has the right to deny the request for erasure of the Candidate's data, if their retention is necessary for the establishment, exercise or defense of its legal claims or third party claims.

IV. Obligations of the Fund

The Fund has the obligation to take every reasonable measure to ensure the confidentiality and the security of personal data processing and the protection of said data from accidental or unlawful destruction, accidental loss, alteration, unauthorized disclosure of, or access to personal data by anyone and any other form of unlawful processing.

V. Consent

After being informed of the above, I provide my unreserved consent for the processing of my aforementioned personal data for all the purposed referred to under para. (B) of the Declaration.

My consent is valid for any relation hereafter with the Fund and until its expiration by any way or withdrawal thereof. A withdrawal of the consent can be performed with a relevant declaration to the Fund and is valid for the future.

(Place)(Date)

On behalf of and for the legal entities / groups of persons / consortiums [●]

α. For the legal entity [●]

β. For the legal entity [●] (*delete as appropriate*)

(Signature(s))