

**AMENDMENT TO THE
REQUEST FOR PROPOSALS TO ACT AS INDEPENDENT PROCESS AND PRICING ADVISER
TO THE HELLENIC REPUBLIC ASSET DEVELOPMENT FUND ("HRADF") IN THE CONTEXT OF EQUITY
CAPITAL MARKETS (ECM) TRANSACTIONS**

Athens, 8 September 2023

- 1.1.** On 14.08.2023 the Hellenic Republic Asset Development Fund S.A. ("**HRADF**" or the "**Fund**") issued a Request for Proposals ("**RfP**") seeking to engage a credit institution or an investment services firm ("πιστωτικό ίδρυμα ή Ε.Π.Ε.Υ.") as an independent adviser (the "**Independent Adviser**"), to deliver to the Fund an opinion (the "**Opinion**") on:
- a. whether the process followed by the Fund for one (1) ECM Transaction to be specified by the Fund in due course (the "**Transaction**" or the "**ECM Transaction**") is in accordance with the best international practices for similar equity market transactions, and
 - b. subject to a positive opinion for point a. above, whether the price per share offered to the Fund in connection with the ECM Transaction could be considered fair.
- 1.2.** Capitalized terms referred to herein have the meaning attributed to them in the RfP.
- 1.3.** According to term 6.5 of the RfP the below mentioned provisions of term 5.10 are amended as follows:
- 1.3.1.** Paragraph 5.10.a of the RfP is replaced as stated below:

"a. Liability

Except in cases of force majeure, the Independent Adviser shall compensate HRADF for any damage sustained by it as a result of the implementation of the Contract or because the assignment was not implemented in full compliance with the Contract.

The Independent Adviser shall be liable for any fault, whether by intent or negligence of any kind, in connection with or arising out of the Contract or any addition or variation thereto. Any limitation of liability agreed under the Contract shall be subject to the governing law.

The Independent Adviser does not acquire towards HRADF's officers, agents and/or employees and/or advisors, any right or claim for compensation, or indemnification, or any other right or claim, for any reason or cause related to the Contract.

In case of a consortium, all members of the consortium shall be liable jointly and severally under the Contract."

1.3.2. Paragraph 5.10.d.(iii) of the RfP is replaced as follows:

“(iii) Rights of use of the results and of pre-existing rights by HRADF

The Independent Adviser grants to HRADF the right to use, reproduce, communicate to third parties, translate, store and archive the results of the Contract (including, but not limited to reports, opinions, recommendations, studies, presentations and other documentation), as will be specified in the Contract.

Additional rights of use for the HRADF may be provided for in the Contract.

The Independent Adviser shall warrant that HRADF has the right to use any pre-existing rights, which have been included in the results of the action. Unless specified otherwise in the Contract, those pre-existing rights shall be used for the same purposes and under the same conditions applicable to the rights of use of the results of the Contract.

Information about the copyright owner shall be inserted when the result of the Contract (including but not limited to reports, opinions, recommendations, studies, presentations and other documentation) is communicated by HRADF.”

1.4. All other terms of the RfP remain as per the initial document.