

**REQUEST FOR PROPOSALS FOR AN INDEPENDENT VALUER
TO THE GROWTHFUND
IN RELATION TO THE CONCESSION OF THE PORT OF KATAKOLON**

Athens, January 26th, 2026

1. INTRODUCTION

- 1.1.** The Hellenic Corporation of Assets & Participations S.A. (“**HCAP**” or the “**Growthfund**”) was established by and is operating under the provisions of articles 184 seq. of Law 4389/2016, as in force. The Growthfund operates in public interest in accordance with the rules of private industry. In particular, the Growthfund manages and uses its assets in order to: (a) contribute resources for the implementation the investment policy of Greece and to make investments which contribute to strengthening the development of the Greek economy and (b) contribute to reducing the financial obligations of the Hellenic Republic, in accordance with Law 4336/2015.
- 1.2.** The Growthfund merged through absorption with the company under the corporate name “Hellenic Republic Asset Development Fund S.A.” (“**HRADF**”) which was established under Law 3986/2011 as in force by virtue of articles 188A and 188B of Law 4389/2016, as added by article 5 of Law 5131/2024 and pursuant to the Merger Agreement, dated 23.12.2024 (GG B’ 7093/24.12.2024) as registered in the General Commercial Register (G.E.M.I.) on 31.12.2024 (Registration Code 5215680) following which the Growthfund substituted HRADF as its universal, automatically, fully and without any other formulation in all the property, rights, obligations, responsibilities, competences and generally legal relations of the absorbed HRADF.
- 1.3.** Pursuant to article 188B (2) of Law 4389/2016, the fulfilment of the purpose of the absorbed HRADF is subject to the conditions and restrictions of the legislation governing its operation, while according to article 34 of Law 5131/2024, tender processes for the developments of assets of the absorbed HRADF are undertaken and continued by the Growthfund, in accordance with the terms of the relevant tender documents and the legislation by which they were governed at the time of their procurement.
- 1.4.** By virtue of decision No. 218/05.11.2012 (GG B’ 2322/13.08.2012) of the Inter-ministerial Committee for Asset Restructuring and Privatisations (the “**ICARP**”) the absorbed HRADF was granted the right to grant to third parties, through concession agreements, the right to use, administer, manage and exploit movable and immovable property within the land and/or sea area, *inter alia*, of the port of Katakolon, the land area of which is defined according to decision No.

171887/1953 of the Minister of Public Works (GG B' 158/22.07.1953), as amended by decision No. 16014/1954 of the above Minister (GG B' 105/24.05.1954) (the "**Port of Katakolon**").

- 1.5. The Port of Katakolon is managed and operated by the Legal Entity of Public Law under the name "Municipal Port Fund of Pyrgos" (the "**MPFP**"), which was established by the sole article of Presidential Decree 159/2001 (GG A' 159/16.02.2001) and operates in accordance with Presidential Decree 410/1995 (GG A' 431/17.05.1995) and article 28 of Law 2738/1999 (GG A' 180 / 09.09.1999). The MPFP exercises the powers of the Port Fund of Katakolon which were transferred to the Municipality of Pyrgos by the Presidential Decree 159/2001.
- 1.6. The Growthfund is conducting an international tender process in two phases in order to concedethe Port of Katakolon (the "**Transaction**") pursuant to the relevant Invitation for the submission of Expressions of Interest, dated 23.12.2024
- 1.7. By virtue of its decision dated 23.07.2025, the Board of Directors of the Growthfund pre-qualified the following two (2) interested parties to participate in Phase B (Binding Offers Phase) for the award of the Transaction (the "**Prequalified Investors**"):

- (a) Cruise Terminals International Ltd; and
- (b) Consortium Cruise Terminal Investment Limited Sarl – V Group SM S.A.

Binding Offers by the Prequalified Investors are to be submitted no later than April 6th, 2026.

- 1.8. "Octane Management Consultants S.A." is appointed as financial adviser (the "**Financial Adviser**"), "Fortsakis, Diakopoulos & Associates Law Firm" ("FDMA") is appointed as legal adviser (the "**Legal Adviser**") and "ROYAL HASKONING DHV" is appointed as technical adviser (the "**Technical Adviser**") (jointly, the "**Advisers**") in connection with the Transaction.
- 1.9. Pursuant to the above and according to article 6 para 2 of Law 3986/2011, as currently in force, an independent valuation of the asset must be concluded and made available to the Board of Directors and the Council of Experts of the Growthfund, prior to its privatisation.
- 1.10. In this context, the Growthfund considers the appointment of a leading investment bank, or a financial services firm, or a professional services company offering financial advisory services (the "**Independent Valuer**"), to carry out an independent valuation study of the Transaction. The tender process for the selection of the Independent Valuer (the "**Tender Process**") shall be conducted in accordance with the Procurement Regulation of article 8 para 4 of Law 3986/2011, (Decision No 2/16128/0025 of the Minister of Finance -Government Gazette B'/476/2014) which remains in

force for assets of the absorbed HRADF pursuant to article 33 para 10 of Law 5131/2024 (the “**Procurement Regulation**”). Interested parties wishing to participate in the Tender Process (“**Interested Parties**”) are hereby invited to submit a proposal (“**Proposal**”) according to the terms of this Request for Proposals (the “**Request for Proposals**”).

2. SCOPE OF WORK

The Independent Valuer is expected to submit, directly to the Growthfund, a report with its independent valuation of the Transaction, including any potential update thereof as the Growthfund may request (altogether referred hereunder as the “**Valuation Report**”). The Independent Valuer will present the Valuation Report, including all necessary analysis and substantiation, valuation principles, methodologies, assumptions and considerations used in the preparation of the Valuation Report to the Growthfund’s Board of Directors and Council of Experts.

The Valuation Report and the supporting documentation, including an executive summary, should be prepared in English, together with an executive summary in Greek.

The Growthfund will make available to the Independent Valuer all material available to bidders in the Virtual Data Room of the Transaction; the Valuation Report and all the relevant supporting documentation should, indicatively, include:

- Description of the project from a financial and business perspective;
- Analysis of the valuation methodologies employed, assumptions and considerations applied, including relevant inputs and calculations;
- Any adjustments that have been performed on the calculations, as a result of the Technical Due Diligence Report or any other data, reports and other material that will be made available to the Independent Valuer through the Virtual Data Room;
- An estimated market value range of the Transaction on a reference date set by the Growthfund.

The Independent Valuer may be requested to liaise with Growthfund’s Advisers in the context of implementing the task of the independent valuation of the Transaction.

3. DURATION & BUDGET

3.1. Duration of the Engagement: The maximum duration of the engagement should be up to five (5) weeks and shall commence upon written instructions of the Growthfund. The duration of the

Engagement Letter may be extended in accordance with the Procurement Regulation, if such an extension is deemed necessary by the Growthfund.

3.2. Maximum Budget: The maximum available budget for the assignment is **thirty thousand Euros (€ 30.000,00) plus VAT**. The available budget includes all required expenses to complete the assignment.

4. QUALIFICATIONS & CRITERIA

The Interested Parties are required to demonstrate their standing and professional experience in relation to the assignment. In particular, the Proposals to be submitted are required to include:

4.1. Track Record & Experience (DOSSIER A'): Proof of relevant experience in the delivery of valuation of transactions concerning the granting of concession rights in relation to the use, management, and exploitation of infrastructure. Experience in valuation of port transactions, whether a sale of shares or granting of concession rights, will be highly appreciated. The Proposal is required to include a catalogue of all the relevant projects in which the Interested Party has participated in the last ten (10) years.

4.2. Project Team (DOSSIER B'): Proposed team composition and structure, including the designation of the leader and of the senior members of the team. The Proposal is required to include CVs of all members of the Project Team and a list of any relevant project experience of all the members of the proposed project team during the past five (5) years. The suggested senior members of the project team may be replaced only with the prior consent of the Growthfund which shall not be unreasonably withheld.

4.3. Methodological Approach (DOSSIER C'): A brief description of the proposed methodological approach to the assignment, identification of critical issues, and an indicative timeline.

4.4. Financial Offer (DOSSIER D'): The financial offer (the “**Financial Offer**”) is required to include a quotation of the proposed fees. The proposed fees should include any and all required expenses to complete the assignment. All amounts are required to be stated in Euro (€). The Financial Offer must be unconditional and without any reservations.

4.5. Interested Parties and each member of their proposed teams must declare in writing in their Proposal that (a) they are acting independently, (b) they are not involved with the Prequalified Investors and their respective advisers, in relation to the Transaction, as well as with the MPFP and its advisers (c) they do not have a conflict of interest with the assignment of the independent

valuation study of the Transaction. Such a declaration confirming the absence of any conflict of interest shall be in effect throughout the term of the engagement of the Independent Valuer with the Growthfund. An Interested Party, in its capacity of employer, may submit the abovementioned declaration, in the name of and on behalf of one or more members (natural persons) of the proposed project team only in case that such natural person is directly employed by the Interesting Party (i.e. through a labour contract). In such case, the declaration of the Interested Party shall state the names of the members of the proposed team who are its employees. The abovementioned declarations are required to be in accordance with **Annex I** of this Request for Proposals and shall be included in Dossier B' of the Proposals.

- 4.6. The Growthfund may exclude an Interested Party, if such Interested Party is subject to United Nations (UN) sanctions and/or European Union ("EU") restrictive measures implemented pursuant to any EU Regulation under Article 215 of the Treaty on the Functioning of the European Union (OJ L 326) or Decision adopted under the EU Common Foreign and Security Policy (including Council Regulation (EU) No. 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, as amended and currently in force). Same applies if the Interested Party is under the control, directly or indirectly, either by contract or de facto, or is acting on behalf or at the direction of an entity which is subject to such sanctions and/or restrictive measures. Accordingly, Interested Parties are required to submit, in Dossier B, a solemn declaration in accordance with **Annex I** of this Request for Proposals. The Growthfund is entitled to require, at its sole discretion, any further information from the Interested Party in order to ascertain compliance with this paragraph.
- 4.7. The Proposals must meet all the requirements described above under paragraphs 4.1 to 4.6 of this Request for Proposals. Interested Parties who fail to submit their Proposal fully compliant to the aforementioned requirements shall be disqualified.
- 4.8. The Independent Valuer must observe and abide by the rules provided for in their professional code of conduct and the relevant confidentiality obligations, even after the engagement ends. By submitting a Proposal, Interested Parties acknowledge and accept the Code of Conduct of the Growthfund (**Annex II**) which shall be applicable to the Contract to be signed with the Independent Valuer.

5. SELECTION PROCESS

- 5.1. The assignment will be awarded in accordance with the provisions of Law 3986/2011 and article 2.3 of the Procurement Regulation, as in force.

5.2. The Process will be awarded to the Interested Party with the highest score (the “**Preferred Bidder**”). The Growthfund has the right to declare the Interested Party with the second highest score as substitute of the Preferred Bidder (the “**Substitute Preferred Bidder**”).

5.3. The Proposals will be evaluated on the basis of the criteria and the weight factors stated below:

Criterion	Weighting
Track Record & Experience – Dossier A’	30%
Project Team– Dossier B’	20%
Methodological Approach – Dossier C’	20%
Financial Offer – Dossier D’	30%
TOTAL	100%

5.4. The Growthfund may require additional documents and/or clarifications, information, additions, or adjustments from the Interested Parties in connection with any issue related to their Proposals. The Interested Parties may be also requested to present their approach for the assignment following the submission of their Proposals.

5.5. The Growthfund hereby reserves the right to require (if deemed necessary), the provision of supplementary services for any update of the Valuation Report, that may constitute a repetition of the awarded services, pursuant to article 2.5 of the Procurement Regulation.

5.6. The Proposals, consisting of Dossiers A’, B’, C’ and D’, the declarations confirming the absence of any conflict of interest and/or restrictive measures as per paragraphs 4.5 and 4.6, and any other supporting documentation relating thereto and/or proving the required experience and expertise of the Interested Parties as well as of the individual members of their proposed team, are required to be submitted:

- either by e-mail to the e-mail address: tender@growthfund.gr (for the attention of Ms. Anna Giannoulaki), marked “**PORT OF KATAKOLON CONCESSION: REQUEST FOR PROPOSALS TO ACT AS INDEPENDENT VALUER**”. Please note that the maximum size of the e-mail should not exceed 8MB, the attached files should not be compressed (.zip) and their names should not exceed 20 characters;
- or by uploading the files (maximum overall file size 15GB) to a secure electronic folder to be created by the Growthfund, upon request by the Interested Party. Interested parties

should notify the Growthfund (e-mail : tender@growthfund.gr for the attention of Ms. **Anna Giannoulaki**), by no later than 48 hours prior to the deadline for the submission of proposals, in order for the Growthfund to provide relevant instructions and passwords for uploading the tender material.

- 5.7. Dossier D' must be protected with a password; if not, the Interested Party shall be automatically disqualified. Following the assessment of Dossiers A', B', C' and provided that the declarations confirming the absence of any conflict of interest and/or restrictive measures as per paragraphs 4.5 and 4.6 hereof are duly submitted, only the Interested Parties which comply with the requirements under Section 4 (regarding Dossier A', B' and C') will be invited via e-mail to send the password for Dossiers D'. The Interested Parties who fail to comply with the above requirements will be notified accordingly. Following the assessment of Dossiers D', the Interested Parties (invited to send the password for Dossier D') will be notified about the outcome of the Tender Process.
- 5.8. The Proposals must be submitted and received by no later than February 3rd, 2026, 15:00, Athens time (GMT + 3). Proposals submitted after the aforementioned deadline shall be deemed inadmissible and thus immediately rejected. In case of a late receipt, the Proposal shall not be evaluated.
- 5.9. The Growthfund reserves fully the right to enter into discussions and negotiations with the Interested Party with the highest score to improve its Financial Offer, prior to the final award of the assignment.
- 5.10. The award of the assignment is subject to the conclusion of a written contract / engagement letter (the “Contract”).
- 5.11. In case the Preferred Bidder fails to agree with the Growthfund on the terms and conditions of the Contract within reasonable time, the Growthfund reserves the right, at its exclusive discretion, to award the assignment to the Substitute Preferred Bidder. In such case, and for the avoidance of doubt, paragraphs 5.9 - 5.10 of this Request for Proposals shall apply.
- 5.12. The Contract shall include, at least, the following terms:
 - a. **Liability**

Except in cases of force majeure, the Independent Valuer shall compensate the Growthfund 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 Valuer 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 Valuer does not acquire towards officers, agents and/or employees and/or advisors of the Growthfund, 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 the Independent Valuer is a consortium, all members of the consortium, shall be jointly and severally liable under the Contract.

b. Conflict of Interest

The Independent Valuer shall take all necessary measures to prevent and abstain (itself and any member of its team) from any situation where the impartial and objective implementation of the Contract is compromised for any reason and especially for reasons involving economic interest, political or national affinity, family or emotional life or any other shared interest with the Growthfund, or any third party related to the subject matter of the Contract.

Any situation constituting or likely to lead to a conflict of interests during the implementation of the Contract shall be notified to the Growthfund, in writing, without delay. The Independent Valuer shall immediately take all the necessary steps to rectify this situation. The Growthfund reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken within a specified deadline.

c. Confidentiality

The Independent Valuer shall preserve the confidentiality of any information and documents, in any form, which are disclosed in writing or orally in relation to the implementation of the Contract and which are explicitly indicated in writing as confidential, with the exception of information that is publicly available. The Independent Valuer shall not use confidential information and documents for any reason other than fulfilling their obligations under the Contract, unless otherwise agreed with the other party in writing.

The Independent Valuer shall be (itself and any member of its team) bound by the confidentiality obligations hereby during the implementation of the Contract and for a period of five (5) years starting from the final payment made, unless:

- (i) the party concerned agrees to release the other party from the confidentiality obligations earlier;
- (ii) the confidential information or documents become public through other means than a breach of the confidentiality obligations;

(iii) the disclosure of the confidential information or documents is required by law.

d. Pre-existing rights and ownership and use of the Valuation Report and/or other deliverables (including intellectual and industrial property rights)

(i) Ownership of the Reports

Unless stipulated otherwise in the Contract, ownership of the results of the Contract (including but not limited to the Valuation Report and/or other deliverables) including industrial and intellectual property rights, and of other documents relating to it, shall be vested in the Growthfund.

(ii) Pre-existing rights

Pre-existing material is any materials, document, technology or know-how which exists prior to the Independent Valuer using it for the production of a result in the implementation of the Contract.

Pre-existing right is any industrial and intellectual property right on pre-existing material; it may consist in a right of ownership, a license right and/or a right of use belonging to the beneficiary or any other third parties.

If the Growthfund sends to the Independent Valuer a written request specifying which of the results (including but not limited to the Valuation Report and/or other deliverables) it intends to use, the Independent Valuer must establish a list specifying all pre-existing rights included in those results and provide this list to the Growthfund.

The Independent Valuer shall ensure that it or its affiliated entities have all the rights to use any pre-existing rights during the assignment and the implementation of the Contract.

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

The Independent Valuer grants to the Growthfund the following rights to use the results of the Contract (including, but not limited to the Valuation Reports and/or other deliverables):

- (a) for its own purposes, and in particular, to make available to any and all members of any corporate body, officer, employees, advisors and agents of the Growthfund, the Hellenic Republic and/or any competent European Union (EU) authority, as well as to copy and reproduce in whole or in part and in an unlimited number of copies;
- (b) reproduction: the right to authorize direct or indirect, temporary or permanent reproduction of the results by any means (mechanical, digital or other) and in any form, in whole or in part;

- (c) communication to the public: the right to authorize any display performance or communication to the public, by wire or wireless means, including making the results available to the public in such a way that members of the public may access them from a place and at a time individually chosen by them; this right also includes communication and broadcasting by cable or by satellite;
- (d) distribution: the right to authorize any form of distribution of results or copies of the results to the public;
- (e) adaptation: the right to modify the results;
- (f) translation;
- (g) the right to store and archive the results in line with the document management rules applicable to the Growthfund , including digitalization or converting the format for preservation or new use purposes.

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

The Independent Valuer shall warrant that the Growthfund has the right to use any pre-existing rights, which have been included in the Valuation Report. 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 (including but not limited to the Valuation Report and/or other deliverables) of the assignment.

Information about the copyright owner shall be inserted when the result of the assignment (including but not limited to the Valuation Report and/or other deliverables) is divulged by the Growthfund.

e. Payment

The Growthfund shall pay all fees and expenses to the Independent Valuer within a period to be specified in the Contract following the date of submission of detailed invoices and or copies of appropriate corresponding evidence and/or any other document required by the accounting services of the Growthfund in accordance with applicable law. All payments under the Contract are exclusive of VAT, except for the expenses. Any withholding or deduction of any tax assessment or other central or local government charge of any nature shall be made in accordance with applicable law and the Growthfund will have no obligation to gross up any withholding or deduction..

f. Assignment

The Independent Valuer may not assign and/or transfer any of its rights, claims and/or obligations under the Contract and may not be substituted in the performance of the Contract by any affiliate thereof or any third party.

g. Suspension & Termination

Suspension of the Contract

The Growthfund reserves the right, at the fullest extent possible and at its exclusive discretion, to suspend the provision of the services of the Independent Valuer under the Contract (before its termination), upon prior written notice to the Independent Valuer as will be specified in the Contract. In such a case of suspension, the Contract will be extended for a time period equal to the time period of the suspension.

Termination of the Contract

The Contract shall terminate upon expiry of the duration specified in the Contract (in accordance with this Request for Proposals).

The Growthfund reserves the right to terminate the Contract with or without cause upon written notice to the Independent Valuer with immediate effect.

The Independent Valuer may terminate the Contract only with cause upon prior written notice to the Growthfund as will be specified in the Contract.

h. Governing law

The Contract and any non-contractual matters or obligations arising under, out of or in connection with the Contract shall be governed by and construed exclusively in accordance with the laws of the Hellenic Republic.

i. Jurisdiction

The courts of Athens, Greece shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Contract and any matter arising from, under or in connection with the Contract.

The parties irrevocably waive any right they may have to object to any action being brought in those courts, to claim that the action has been brought to an inconvenient forum or to claim that those courts do not have jurisdiction.

j. Miscellaneous

Whole Agreement

Unless otherwise explicitly provided in the Contract, the Contract shall constitute the entire agreement between the Growthfund and the Independent Valuer and shall supersede any and all prior agreements, understandings and/or representations with respect to the engagement, except for any relevant confidentiality agreements previously delivered, as they may be modified or supplemented by provisions of the Contract.

Validity of Contract terms

If any provision of the Contract is held to be invalid, in whole or in part, such provision shall be deemed not to form part of the Contract. In any event, the enforceability of the remainder of the Contract will not be affected, unless such deletion substantially affects or alters the contractual basis of the Contract as provided by the governing law.

6. TERMS AND CONDITIONS

- 6.1.** The Request for Proposals, the Tender Process and the Proposals to be submitted are and shall be governed by and construed exclusively in accordance with the laws of the Hellenic Republic, taking also into consideration the prevailing market conditions, the practice of the Growthfund and its internal policy, including terms and conditions customary in the circumstances.
- 6.2.** The Growthfund, the members of any corporate body thereof, as well as its officers, employees, advisors and agents are not to be held responsible or liable in respect of any error or misstatement/misrepresentation in, or omission in this Request for Proposals. No person acquires against the Growthfund, the Hellenic Republic and/or any and all of the members of their corporate bodies, their officers, employees, advisors and agents, any right or claim for compensation, or indemnification, or any other right or claim, for any reason or cause related to this Request for Proposals and/or any Proposal submitted and/or any participation in the Tender Process. No representation, warranty or undertaking, expressed or implied, is, or will be made, in relation to the accuracy, adequacy or completeness of this Request for Proposals and the Tender Process in general.
- 6.3.** The Growthfund reserves the right to amend the Contract with the Independent Valuer in order to include complementary services that shall be deemed required and cannot be identified today but shall prove to be of real importance for the engagement and their separation from the engagement

would cause a significant problem or delay for the Transaction, or services that shall be deemed absolutely necessary for the completion of the Transaction.

- 6.4.** The Growthfund reserves the right, at the fullest extent possible and at its exclusive discretion, to cancel, suspend, amend or postpone the Tender Process, without any prior notice or update, as well as to terminate any negotiations or discussions at any stage of the Tender Process, without incurring any liability whatsoever as against any participant and/or any third party.
- 6.5.** The submission of a Proposal entails the full and unconditional acceptance of the terms and conditions of this Request for Proposals by the candidates, and each candidate recognizes the legitimacy and unreservedly and fully accepts the terms and conditions of the Request for Proposals and acknowledges that it is fully appraised of local conditions, and the regulations and contractual and organizational framework within which the Growthfund operates and of the requirements contained in the Request for Proposals. Any failure to comply with the terms of the Request for Proposals or any failure to provide the necessary information may be deemed by the Growthfund, at its discretion, as sufficient ground for rejecting a Proposal.
- 6.6.** Any conditional offers and/or any terms and conditions contained in the Proposals, which are not in compliance with this Request for Proposals, shall not be taken into consideration and shall not bind the Growthfund in any way whatsoever, either in the course of the Tender Process or thereafter.
- 6.7.** Any dispute arising under, or out of, or in connection with the present Request for Proposals, including any Proposal submitted shall be subject to the exclusive jurisdiction of the Courts of Athens, Greece.
- 6.8.** Confidentiality:- The Growthfund shall treat all information submitted by the Interested Parties during the Tender Process as strictly confidential. All information shall be used strictly for the purposes of the evaluation of the Proposals submitted and the Fund shall endeavor to take all necessary measures to ensure their confidentiality.
- 6.9.** The Growthfund (if required) acts as data controller regarding the personal data of individuals which are collected in the context of this Request for Proposals and the Tender Process (indicatively as per Qualification Criteria of Section 4 hereof) and the processing of said data is to be conducted pursuant to the legislation regarding the protection of personal data, especially the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such

data, and repealing Directive 95/46/EC (General Data Protection Regulation) as well as with Law 4624/2019, as in force.

6.10. The purpose of processing of personal data is the evaluation of Proposals submitted by Interested Parties, the implementation of the Tender Process, as well as of the Contract, and their monitoring, the safeguarding of the Growthfund's rights and the security and protection of transactions in general, the fulfillment of the Growthfund's legal obligations, the prevention of fraud against the Growthfund, as well as informing Interested Parties with regard to the evaluation of their submitted Proposals.

6.11. Any processing of personal data shall be carried out as set forth in the "Policy for the processing of Personal Data-Information Notice" of the Growthfund as publicly available at the following link and forms an integral part of this Request for Proposals (<https://www.hcap.gr/en/policyfor-the-processing-of-personal-data/>).

By submitting a Proposal, it shall be deemed that the Interested Parties have fully and unreservedly accepted the following:

a. that they have carefully read, prior to the submission of the Proposal, the "Policy for the processing of Personal Data-Information Notice" of the Growthfund which forms an integral part of this Request for Proposals and agree with its content.

b. that they have informed the natural persons whose personal data may be transmitted by the Interested Parties to the Growthfund for such transmission as well as in relation to the content of Growthfund's Policy and have received their explicit consent (if required by applicable provisions) to the transmission of their personal data to the Growthfund, in accordance with said Policy.

6.12. Said personal data may be shared with the Hellenic Republic, public entities and judicial authorities within their competence.

6.13. The personal data collected and processed in the context of the Request for Proposals may be retained for a period starting from the date of their receipt and lasting: (a) for 10 years in case no Contract is concluded (b) for 20 years in case the Contract is signed. After the expiration of the above periods the personal data will be properly destroyed.

6.14. Pursuant to the General Data Protection Regulation, natural persons have the following rights regarding the processing of their personal data: (a) access and information, (b) correction, (c) deletion, (d) limitation of processing, (f) opposition to the processing of their personal data, including opposition to automated decision making and profiling, and (g) data portability. For the

enforcement of said rights or any other related enquiry, persons concerned may address the Growthfund in writing (e-mail: dpo@growthfund.gr). The enforcement of said rights does not relieve Interested Parties from their obligations deriving from their participation in the Tender Process.

6.15. All Interested Parties shall comply with the existing national and European legal and regulatory framework with respect to the protection of personal data and shall take all necessary technical and organizational measures to ensure that the requirements of the General Data Protection Regulation are met. More specifically, the Interested Parties declare that they have established the legal basis for the transfer and provision of all personal data provided to the Growthfund in the context of the Tender Process and that they have properly informed all natural persons, whose personal data are being provided to the Growthfund, in accordance with the requirements of the national and EU legislation on personal data protection.

ANNEX I

ANNEX I

SOLEMN DECLARATION

Request for Proposals for an independent valuer to the Hellenic Corporation of Assets & Participations S.A. (the “**Growthfund**”) in relation to the concession of the Port of Katakolon.

I, the undersigned [●] *[name and surname of signatory]* [●] *(father's name and surname)* and [●] *(mother's name and surname)*, holder of the identity card/passport no. [●] issued by [●] *(the issuing authority)* on [●] *(date of issue)*, resident at [●] *(country-city-street-postal code)*, *[in case the signatory acts as legal representative of a legal entity:]* acting in my capacity as legal representative of [●] *[corporate name of legal entity]* having its registered seat at [●] *[full address of legal entity]* (hereinafter referred to as the "**Interested Party**"), having full knowledge of the consequences provided for by Law 1599/86 on false solemn declarations, hereby solemnly declare in relation to the submission of a proposal in the tender process launched by the company Hellenic Corporation of Assets & Participations S.A. (the “**Growthfund**”) by means of the Request for Proposals for an Independent Valuer to the Hellenic Corporation of Assets & Participations S.A. (the “**Growthfund**”) in relation to concession of the Port of Katakolon dated [●] January, 2026 (the “**Request for Proposals**”), that:

1. I / the Interested Party and the members of Interested Party's project team **(a)** am/are acting independently, **(b)** am/are not involved the Prequalified Investors and their respective advisers, in relation to the Transaction, as well as with MPFP and its advisers **(c)** do not have a conflict of interest with the assignment of the independent valuation study of the Transaction.
2. The Interested Party is **not** subject to United Nations (UN) sanctions and/or European Union (“**EU**”) restrictive measures implemented pursuant to any EU Regulation under Article 215 of the Treaty on the Functioning of the European Union (OJ L 326) or Decision adopted under the EU Common Foreign and Security Policy (including Council Regulation (EU) No. 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, as amended and currently in force), and it is/are **not** under the control, directly or indirectly, either by contract or de facto, and it is **not** acting on behalf or at the direction of an entity which is subject to such sanctions and/or restrictive measures.

3. This declaration and the relevant obligation for the absence of any conflict of interest shall be in effect throughout the term of the Tender Process and, in case I/the Interested Party is nominated as Preferred Bidder, throughout the duration of the Contract to be signed with the Growthfund.

4. Capitalised terms not defined herein shall have the same meaning as in the Request for Proposals.

[Place / Date]

[Full name of signatory / Signature]

ANNEX II
CODE OF CONDUCT



CODE OF ETHICS AND PROFESSIONAL CONDUCT

Compliance | Business Ethics



August 2018

TABLE OF CONTENTS

1. COMPANY MISSION AND VISION.....	3
2. OUR PRINCIPLES AND VALUES.....	3
2.1 Public interest	3
2.2 Integrity	4
2.3 Transparency, accountability, and consultation.....	4
2.4 Effectiveness and innovation.....	4
2.5 Meritocracy and social responsibility	4
3. PURPOSE AND SCOPE OF THE CODE	4
4. CORPORATE GOVERNANCE AND COMPLIANCE.....	5
5. STANDARDS OF BEHAVIOUR.....	5
6. PERSONAL AND PROFESSIONAL INTEGRITY.....	5
6.1 Conflict of interest.....	5
6.2 External employment	6
6.3 Corruption and bribery	6
6.4 Gifts and entertainment.....	7
7. INFORMATION AND DATA MANAGEMENT.....	7
7.1 Confidentiality.....	7
7.2 Privacy & personal data security.....	7
7.3 Communication and disclosure of information.....	8
7.4 Breach of confidentiality and privacy.....	8
7.5 Protection of inside and privileged information.....	8
7.6 Record keeping and transparent financial information	8
8. PROTECTION AND USE OF COMPANY ASSETS	9
9. ENVIRONMENTAL RESPONSIBILITY.....	9
10. VIOLATIONS AND REPORTS.....	10
11. APPROVALS AND QUERY RESOLUTION	10
PERSONAL COMMITMENT.....	11

TABLE OF CONTENTS

1. COMPANY MISSION AND VISION.....	3
2. OUR PRINCIPLES AND VALUES.....	3
2.1 Public interest	3
2.2 Integrity	4
2.3 Transparency, accountability, and consultation.....	4
2.4 Effectiveness and innovation.....	4
2.5 Meritocracy and social responsibility	4
3. PURPOSE AND SCOPE OF THE CODE	4
4. CORPORATE GOVERNANCE AND COMPLIANCE.....	5
5. STANDARDS OF BEHAVIOUR.....	5
6. PERSONAL AND PROFESSIONAL INTEGRITY.....	5
6.1 Conflict of interest.....	5
6.2 External employment.....	6
6.3 Corruption and bribery	6
6.4 Gifts and entertainment.....	7
7. INFORMATION AND DATA MANAGEMENT	7
7.1 Confidentiality.....	7
7.2 Privacy & personal data security.....	7
7.3 Communication and disclosure of information.....	8
7.4 Breach of confidentiality and privacy.....	8
7.5 Protection of inside and privileged information.....	8
7.6 Record keeping and transparent financial information	8
8. PROTECTION AND USE OF COMPANY ASSETS	9
9. ENVIRONMENTAL RESPONSIBILITY.....	9
10. VIOLATIONS AND REPORTS.....	10
11. APPROVALS AND QUERY RESOLUTION	10
PERSONAL COMMITMENT.....	11

TABLE OF CONTENTS

1. COMPANY MISSION AND VISION.....	3
2. OUR PRINCIPLES AND VALUES.....	3
2.1 Public interest	3
2.2 Integrity	4
2.3 Transparency, accountability, and consultation.....	4
2.4 Effectiveness and innovation.....	4
2.5 Meritocracy and social responsibility	4
3. PURPOSE AND SCOPE OF THE CODE	4
4. CORPORATE GOVERNANCE AND COMPLIANCE.....	5
5. STANDARDS OF BEHAVIOUR.....	5
6. PERSONAL AND PROFESSIONAL INTEGRITY.....	5
6.1 Conflict of interest.....	5
6.2 External employment	6
6.3 Corruption and bribery	6
6.4 Gifts and entertainment.....	7
7. INFORMATION AND DATA MANAGEMENT.....	7
7.1 Confidentiality.....	7
7.2 Privacy & personal data security.....	7
7.3 Communication and disclosure of information.....	8
7.4 Breach of confidentiality and privacy.....	8
7.5 Protection of inside and privileged information.....	8
7.6 Record keeping and transparent financial information	8
8. PROTECTION AND USE OF COMPANY ASSETS	9
9. ENVIRONMENTAL RESPONSIBILITY.....	9
10. VIOLATIONS AND REPORTS.....	10
11. APPROVALS AND QUERY RESOLUTION	10
PERSONAL COMMITMENT.....	11

TABLE OF CONTENTS

1. COMPANY MISSION AND VISION.....	3
2. OUR PRINCIPLES AND VALUES.....	3
2.1 Public interest	3
2.2 Integrity	4
2.3 Transparency, accountability, and consultation.....	4
2.4 Effectiveness and innovation.....	4
2.5 Meritocracy and social responsibility	4
3. PURPOSE AND SCOPE OF THE CODE	4
4. CORPORATE GOVERNANCE AND COMPLIANCE.....	5
5. STANDARDS OF BEHAVIOUR.....	5
6. PERSONAL AND PROFESSIONAL INTEGRITY.....	5
6.1 Conflict of interest.....	5
6.2 External employment	6
6.3 Corruption and bribery	6
6.4 Gifts and entertainment.....	7
7. INFORMATION AND DATA MANAGEMENT.....	7
7.1 Confidentiality.....	7
7.2 Privacy & personal data security.....	7
7.3 Communication and disclosure of information.....	8
7.4 Breach of confidentiality and privacy.....	8
7.5 Protection of inside and privileged information.....	8
7.6 Record keeping and transparent financial information	8
8. PROTECTION AND USE OF COMPANY ASSETS	9
9. ENVIRONMENTAL RESPONSIBILITY.....	9
10. VIOLATIONS AND REPORTS.....	10
11. APPROVALS AND QUERY RESOLUTION	10
PERSONAL COMMITMENT.....	11

TABLE OF CONTENTS

1. COMPANY MISSION AND VISION.....	3
2. OUR PRINCIPLES AND VALUES.....	3
2.1 Public interest.....	3
2.2 Integrity	4
2.3 Transparency, accountability, and consultation.....	4
2.4 Effectiveness and innovation.....	4
2.5 Meritocracy and social responsibility	4
3. PURPOSE AND SCOPE OF THE CODE	4
4. CORPORATE GOVERNANCE AND COMPLIANCE.....	5
5. STANDARDS OF BEHAVIOUR.....	5
6. PERSONAL AND PROFESSIONAL INTEGRITY.....	5
6.1 Conflict of interest.....	5
6.2 External employment	6
6.3 Corruption and bribery	6
6.4 Gifts and entertainment.....	7
7. INFORMATION AND DATA MANAGEMENT	7
7.1 Confidentiality.....	7
7.2 Privacy & personal data security.....	7
7.3 Communication and disclosure of information.....	8
7.4 Breach of confidentiality and privacy.....	8
7.5 Protection of inside and privileged information	8
7.6 Record keeping and transparent financial information	8
8. PROTECTION AND USE OF COMPANY ASSETS	9
9. ENVIRONMENTAL RESPONSIBILITY.....	9
10. VIOLATIONS AND REPORTS.....	10
11. APPROVALS AND QUERY RESOLUTION	10
PERSONAL COMMITMENT.....	11

TABLE OF CONTENTS

1. COMPANY MISSION AND VISION.....	3
2. OUR PRINCIPLES AND VALUES.....	3
2.1 Public interest	3
2.2 Integrity	4
2.3 Transparency, accountability, and consultation.....	4
2.4 Effectiveness and innovation.....	4
2.5 Meritocracy and social responsibility	4
3. PURPOSE AND SCOPE OF THE CODE	4
4. CORPORATE GOVERNANCE AND COMPLIANCE.....	5
5. STANDARDS OF BEHAVIOUR.....	5
6. PERSONAL AND PROFESSIONAL INTEGRITY.....	5
6.1 Conflict of interest.....	5
6.2 External employment	6
6.3 Corruption and bribery	6
6.4 Gifts and entertainment.....	7
7. INFORMATION AND DATA MANAGEMENT	7
7.1 Confidentiality.....	7
7.2 Privacy & personal data security.....	7
7.3 Communication and disclosure of information.....	8
7.4 Breach of confidentiality and privacy.....	8
7.5 Protection of inside and privileged information	8
7.6 Record keeping and transparent financial information	8
8. PROTECTION AND USE OF COMPANY ASSETS	9
9. ENVIRONMENTAL RESPONSIBILITY.....	9
10. VIOLATIONS AND REPORTS.....	10
11. APPROVALS AND QUERY RESOLUTION	10
PERSONAL COMMITMENT.....	11

TABLE OF CONTENTS

1. COMPANY MISSION AND VISION.....	3
2. OUR PRINCIPLES AND VALUES.....	3
2.1 Public interest	3
2.2 Integrity	4
2.3 Transparency, accountability, and consultation.....	4
2.4 Effectiveness and innovation.....	4
2.5 Meritocracy and social responsibility	4
3. PURPOSE AND SCOPE OF THE CODE	4
4. CORPORATE GOVERNANCE AND COMPLIANCE.....	5
5. STANDARDS OF BEHAVIOUR.....	5
6. PERSONAL AND PROFESSIONAL INTEGRITY.....	5
6.1 Conflict of interest.....	5
6.2 External employment	6
6.3 Corruption and bribery	6
6.4 Gifts and entertainment.....	7
7. INFORMATION AND DATA MANAGEMENT	7
7.1 Confidentiality.....	7
7.2 Privacy & personal data security.....	7
7.3 Communication and disclosure of information.....	8
7.4 Breach of confidentiality and privacy.....	8
7.5 Protection of inside and privileged information.....	8
7.6 Record keeping and transparent financial information	8
8. PROTECTION AND USE OF COMPANY ASSETS	9
9. ENVIRONMENTAL RESPONSIBILITY.....	9
10. VIOLATIONS AND REPORTS.....	10
11. APPROVALS AND QUERY RESOLUTION	10
PERSONAL COMMITMENT	11

TABLE OF CONTENTS

1. COMPANY MISSION AND VISION.....	3
2. OUR PRINCIPLES AND VALUES.....	3
2.1 Public interest	3
2.2 Integrity	4
2.3 Transparency, accountability, and consultation.....	4
2.4 Effectiveness and innovation.....	4
2.5 Meritocracy and social responsibility	4
3. PURPOSE AND SCOPE OF THE CODE	4
4. CORPORATE GOVERNANCE AND COMPLIANCE.....	5
5. STANDARDS OF BEHAVIOUR.....	5
6. PERSONAL AND PROFESSIONAL INTEGRITY.....	5
6.1 Conflict of interest.....	5
6.2 External employment.....	6
6.3 Corruption and bribery	6
6.4 Gifts and entertainment.....	7
7. INFORMATION AND DATA MANAGEMENT.....	7
7.1 Confidentiality.....	7
7.2 Privacy & personal data security.....	7
7.3 Communication and disclosure of information.....	8
7.4 Breach of confidentiality and privacy.....	8
7.5 Protection of inside and privileged information.....	8
7.6 Record keeping and transparent financial information	8
8. PROTECTION AND USE OF COMPANY ASSETS	9
9. ENVIRONMENTAL RESPONSIBILITY.....	9
10. VIOLATIONS AND REPORTS.....	10
11. APPROVALS AND QUERY RESOLUTION	10
PERSONAL COMMITMENT.....	11

TABLE OF CONTENTS

1. COMPANY MISSION AND VISION.....	3
2. OUR PRINCIPLES AND VALUES.....	3
2.1 Public interest	3
2.2 Integrity	4
2.3 Transparency, accountability, and consultation.....	4
2.4 Effectiveness and innovation.....	4
2.5 Meritocracy and social responsibility	4
3. PURPOSE AND SCOPE OF THE CODE	4
4. CORPORATE GOVERNANCE AND COMPLIANCE.....	5
5. STANDARDS OF BEHAVIOUR.....	5
6. PERSONAL AND PROFESSIONAL INTEGRITY.....	5
6.1 Conflict of interest.....	5
6.2 External employment.....	6
6.3 Corruption and bribery	6
6.4 Gifts and entertainment.....	7
7. INFORMATION AND DATA MANAGEMENT	7
7.1 Confidentiality.....	7
7.2 Privacy & personal data security.....	7
7.3 Communication and disclosure of information.....	8
7.4 Breach of confidentiality and privacy.....	8
7.5 Protection of inside and privileged information.....	8
7.6 Record keeping and transparent financial information	8
8. PROTECTION AND USE OF COMPANY ASSETS	9
9. ENVIRONMENTAL RESPONSIBILITY.....	9
10. VIOLATIONS AND REPORTS.....	10
11. APPROVALS AND QUERY RESOLUTION	10
PERSONAL COMMITMENT.....	11

PERSONAL COMMITMENT

I confirm that I have received a copy of the Code of Ethics and Professional Conduct of the Hellenic Corporation of Assets and Participations (Code), that I have studied and understand the Code, and that I accept and will abide by the principles, rules, and standards of conduct contained therein, as required. I currently have no information about any violation of the Code.

Date: _____

Full name: _____

Title: _____

Signature: _____

*Failure to read the Code and/or sign the Personal Commitment shall not relieve of the obligation to adhere to the Code.