

**REQUEST FOR PROPOSALS TO ACT AS STRATEGIC & BUSINESS DEVELOPMENT ADVISER
TO THE HELLENIC CORPORATION OF ASSETS AND PARTICIPATIONS (“GROWTHFUND”)
IN RELATION TO THE DEVELOPMENT OF THE PORT & THE MARINA of LARNACA**

Athens, June 13th, 2025

1. Introduction

The Hellenic Corporation of Assets and Participations (the **“Growthfund”**) is a holding company established in 2016 with the Greek State as its Sole Shareholder, represented by the Minister of National Economy & Finance. As the National Investment Fund of Greece, its mission is to actively contribute to the modernization of State-Owned Enterprises, maximize the value of public assets, ensure the delivery of enhanced services to citizens/consumers, and its contribution to the support of the national economy.

Amongst others, the Growthfund has acquired extensive experience and expertise in the development of ports and marinas. Moreover, the Growthfund has been designated by the Greek State as Planning Authority in relation to certain ports and marinas, with the mission of preparing the respective masterplans and coordinating the licensing procedure for works and investments in the ports of its infrastructure. In its capacity as Ports Planning Authority, the Growthfund is also assisting private investors, who are managing Greek ports in the approval process of their masterplans and is providing know-how and assistance to operators of Greek ports, non-falling under its portfolio.

Based on a memorandum of understanding, dated 28.05.2025, the Growthfund and the Ministry of Transport, Communications and Works of the Republic of Cyprus (the **“MTCW”**) have agreed to exchange expertise and jointly promote projects for the development and modernization of port infrastructure in both Greece and Cyprus (the **“MoU”**). In the context of the MoU, the Growthfund has been mandated by the MTCW to assess the port and the marina of Larnaca (the **“Larnaca Port”**) and submit to the MTCW a study in relation to the business potential and port development strategy of the Larnaca Port (the **“Project”**).

In this context, the Growthfund is seeking to engage a leading and highly experienced international firm, with solid and proven track record in the port sector, to act as strategic and business development adviser (the **“Strategic & Business Development Adviser”**) and provide services in relation to the Project. To that end, interested parties (the **“Interested Parties”**) are hereby invited to submit a proposal (the **“Proposal”**) according to the terms of this Request for Proposals (the **“Request for Proposals”**).

It is noted that due to the special nature of the Project in providing the services the Strategic & Business Development Adviser is expected to cooperate and communicate with the MTCW as well as exchange information, views and documentation with the MTCW. To that end, all relevant studies and reports will be submitted to and approved by the MTCW and will become property of the MTCW.

The tender process for the award of the Services, as defined below (the **“Process”**) shall be conducted according to the Procurement Regulation of para. 4 of article 8 of Law 3986/2011 (Decision of the Minister of Finance no. 2/16128/0025, Government Gazette of the Hellenic Republic – B 476/26.02.2014) (the

“Procurement Regulation”). Following the Process a written contract/ engagement letter (the **“Contract”**) shall be signed between the Growthfund and the selected Interested Party, containing, at least, the terms stated in paragraph 5.10 herein below.

2. Scope of Work

The Strategic & Business Development Adviser is expected to provide high-quality technical and business advisory services (the **“Services”**) in support of the strategic development of the Larnaca Port and Marina. The Services will focus on the investigation, analysis, and assessment of alternative strategic options for the development of the Larnaca Port, in close collaboration with the Growthfund and the MTCW.

The Services will include inter alia the following:

- 1. Market review analysis of the Larnaca Port and Marina (Deliverable 1)**, which shall include at a minimum:
 - 1.1** A general overview of the Mediterranean region and a competitive analysis identifying key competitiveness factors (e.g. infrastructure, technologies, legal/regulatory framework, investments and privatizations, sustainability, environmental policy, seasonality, etc.).
 - 1.2** A market review outlining the main characteristics and statistics of the market, as well as the key players and managing entities.
 - 1.3** A detailed profile of the development potential of the specific market.
 - 1.4** Analysis of the historical and projected evolution of market shares.

Deliverable 1 must be submitted within **3 months** from the signing of the Contract.
- 2. Recording international market trends, with competitive analysis and forecasting of development potential (Deliverable 2)**, which shall include at a minimum:
 - 2.1** Analysis of international market trends related to:
 - 2.2.1** Port infrastructure
 - 2.2.2** Vessel and yacht sizes
 - 2.2.3** Operations
 - 2.2.4** Sustainability in ports and marinas
 - 2.2.5** Maritime tourism
 - 2.2.6** Legal and regulatory framework
 - 2.2.7** Other relevant factors (as deemed important by Growthfund and the MTCW)
 - 2.2** Identification of competition and assessment of development potential in comparison with other ports and marinas, including passenger ports, commercial ports, and cruise terminals in the Eastern Mediterranean. For commercial ports, a detailed analysis will be carried out by cargo type (e.g. dry/liquid bulk, grain, containers, and/or other industrial cargo).
 - 2.3** Mapping of competitors (location, strategy, etc.).
 - 2.4** Identification of success factors determined by customer requirements and expectations.
 - 2.5** Identification of challenges and opportunities for Cyprus, as well as recommendations for the development of port infrastructure and maritime activities, based on future market demands.

Deliverable 2 must be submitted within **4 months** from the signing of the Contract.

3. Analysis and assessment of the current condition of the Larnaca Port and Marina and the relevant infrastructure from a commercial and operational perspective (**Deliverable 3**), which shall include at a minimum:

- 3.1 Analysis of the port and the marina infrastructure, including, indicatively, their location, service area, asset age, facility characteristics, equipment (e.g. marina electromechanical systems, floating pontoons, cranes, etc.), infrastructure capacity, operating hours, staffing, etc.
- 3.2 Review and analysis of historical traffic data related to cargo, passengers, and recreational vessels.
- 3.3 Evaluation of the operational efficiency of Larnaca Port and Marina.
- 3.4 Conducting interviews with potential users of the Larnaca Port.

Deliverable 3 must be submitted within **4 months** from the signing of the Contract.

4. Analysis of strategic objectives and strategic development options for ports and marinas, and provision of specific recommendations for the strategic development of the Larnaca Port and Marina (either jointly or separately) (**Deliverables 4 and 5**). The development strategy must be summarized in a comprehensive and detailed roadmap, clearly outlining the key actions to be taken and the corresponding implementation timeline. Within this context, the following must be included at a minimum:

- 4.1 Propose strategic options for the development of the Larnaca Port and Marina in alignment with the economic and tourism development goals of the Republic of Cyprus (e.g. service optimization, privatizations and partnerships, development of smart ports, etc.).
- 4.2 Develop a financial model to assess the economic attractiveness of the Port's and Marina's alternative development scenarios.
- 4.3 Identify the financial and strategic requirements to be met in relation to the infrastructure and operations of the Larnaca Port and Marina.
- 4.4 Conduct a comparative analysis of alternative development options, as well as a preliminary assessment of potential economic, operational, and environmental risks associated with each alternative.
- 4.5 Recommend the optimal option for the development of the Larnaca Port and Marina.

Deliverable 4 must be submitted within **7 months** and Deliverable 5 must be submitted within **8 months** from the signing of the Contract.

5. Following the selection of the optimal strategy for the development of the Larnaca Port and Marina, the preparation of the following studies as supporting strategic studies (**Deliverable 6**), which shall include at a minimum:

- 5.1 Traffic Forecasting: Conduct studies to forecast future traffic flows, ensuring that the facilities (existing and/or proposed) can accommodate the expected growth in traffic.
- 5.2 Feasibility Study: Prepare a feasibility study for the optimal development alternative for the Larnaca Port and Marina, as identified in the previous phase.
- 5.3 Public Sector Comparator (PSC) Assessment: Conduct an evaluation of public investment alternatives to assess value-for-money and determine whether the selected development scenario justifies public sector involvement.

Deliverable 6 must be submitted within **9 months** from the signing of the Contract.

Following the submission of Deliverable 6, the major points and the key outcomes of the Services must be delivered in the form of an executive summary, for the purpose of presenting the Project to the stakeholders and third-party interested entities.

The Contract may specify in further detail the timeline for the implementation of the Project and may provide for an extension of the abovementioned deadlines, taking into account the duration of the engagement.

3. Duration and Budget

- 3.1. Duration of the Engagement:** The maximum duration of the engagement shall be twelve (12) months or until the completion of the Project (whichever occurs first). By the end of the initial contract period an extension of the duration of the engagement may be agreed upon if it is deemed necessary for the completion of the Project, under the terms provided for in the Procurement Regulation.
- 3.2. Maximum Budget:** The maximum available budget for the assignment is one hundred eighty thousand Euro (€180.000) plus VAT. The available budget includes all required expenses such as travelling, accommodation etc. to complete the assignment.

4. Qualification 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 provision of services within the last five (5) years as regards (a) the determination of the business development and strategy for ports and/or marinas and their operators and (b) implementation of the business plans and strategy adopted by port and/or marinas operators, in any case regardless of the operational structure of the ports/marinas concerned. Proven experience in the management of port terminals and operators, as well as of marinas, will be highly appreciated. The Proposal must include a catalogue of all the relevant projects in which the Interested Party has participated in the last five (5) years. The Interested Parties should demonstrate that they have the necessary breadth of experience and expertise as well as the resource capabilities in terms of a multidisciplinary team of professionals for rendering the Services. In case the Proposal is submitted by a consortium, each party of the consortium should include in Dossier A’ separately the projects in which it participates.
- 4.2 Project Team (DOSSIER B’):** Proposed team composition and its proposed structure, including relevant experience of the members of the team. The Project Team must include at least five (5) members. The Proposal must: a) designate a member of the team as the project leader, which must have at least fifteen (15) years of experience and b) include at least two (2) senior members, who must have at least ten (10) years of experience. The Proposal should also include the CVs and a list of any relevant project experience, of all the members of the proposed Project Team during the past five (5) years. Experience of at least one senior member in the provision of strategic and

business in port operation and management at C-level is desirable. The suggested senior members of the project team may be replaced only with the Growthfund's prior consent, which shall not be unreasonably withheld. Please note that the senior members of the Project Team will be expected to attend all key sessions and meetings with the stakeholders, either in Greece or in Cyprus.

- 4.3 Methodological Approach (DOSSIER C'):** A brief description of the proposed methodological approach to the assignment, identification of critical issues, and an indicative work plan, outlining key steps in the process and including an indicative timetable, as well as key deliverables.
- 4.4 Financial Offer (DOSSIER D'):** The Proposal should include a Financial Offer with detailed and separated fee analysis per deliverable as described in the Services according to the Budget. The proposed fees shall include any and all required expenses to complete the assignment. All amounts are required to be stated in Euro (€), net of VAT (if applicable). 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 at the time of the submission of the Proposal, they do not have a conflict of interest in connection with the Services and the Project, as well as that they do not have any relationship of economic or of any other which is conflicting with the Services and/or the Project, as per the template of Annex I of this Request for Proposals. Such obligation for the absence of any conflict of interest shall be in effect throughout the term of the Tender Process and, in relation to the Preferred Bidder, throughout the term of the engagement of the Strategic & Business Development Adviser with the Growthfund. 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. It is noted that compliance with the obligations regarding the absence of conflicts of interest may be discussed with and assessed by the MTCW.
- 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 destabilizing the situation in Ukraine, as amended and currently in force). The same applies if the Interested Party is under 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 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 abovementioned requirements shall be disqualified.
- 4.8** The Strategic & Business Development Adviser 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 and as specified further in the Contract.

5. Selection Process

- 5.1. The assignment will be awarded in accordance with the provisions of Law 3986/2011 and articles 2.5.C and 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’	35%
Project Team– Dossier B’	35%
Methodological Approach – Dossier C’	10%
Budget – Dossier D’	20%

- 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 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: i. either by e-mail to the e-mail address: tender@hraf.gr (for the attention of Ms. Anna Giannoulaki), marked “DEVELOPMENT OF LARNACA PORT: REQUEST FOR PROPOSALS TO ACT AS STRATEGIC & BUSINESS DEVELOPMENT ADVISER”. 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; ii. 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@hraf.gr for the attention of Ms. Anna Giannoulaki), by no later than 48 hours prior to the deadline for the submission of proposals, for the Growthfund to provide relevant instructions and passwords for uploading the tender material.
- 5.6. 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 Process.

- 5.7.** The Proposals must be submitted and received by no later than Friday 27.06.2025, 15:00, Athens time. 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.
- 5.8.** 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.
- 5.9.** In case the Preferred Bidder fails to agree with Growthfund on the terms and conditions of the Contract within a reasonable time, 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 - 5.8 of this Request for Proposals shall apply.
- 5.10.** The Contract shall include, at least, the following terms:

a. Liability

Except in cases of force majeure, the Business & Business Development Adviser shall compensate 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 Business & Business Development 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 Business & Business Development Adviser does not acquire towards Growthfund's and the MTCW'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 the Business & Business Development Adviser is a consortium, all members of the consortium, shall be jointly and severally liable under the Contract.

b. Conflict of Interest

The Business & Business Development Adviser (and any person appointed by the Business & Business Development Adviser for the Project) shall not have any conflict of interest (as defined in para. 4.5 of the Request for Proposals) and such restriction as to conflict of interest shall be in effect throughout the duration of the Contract. The Business & Business Development Adviser shall take all necessary measures to prevent and abstain 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 Growthfund, the MTCW, or any third party related to the subject matter of the Contract. The Business & Business Development Adviser has the same obligation in connection with all members of the project team and all subcontractors engaged by the Business & Business Development Adviser in the implementation 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 Growthfund, in writing, without delay. The Business & Business Development Adviser shall immediately take all the necessary steps to rectify this situation. 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 Business & Business Development Adviser 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, except for information that is publicly available. The Business & Business Development Adviser 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 Business & Business Development Adviser as well as all members of the Project Team and all subcontractors shall be 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 confidential information or documents is required by law.

d. Pre-existing rights and ownership and use of the Reports and Deliverables 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 tender and contractual documents, reports, opinions, recommendations, studies, presentations and other documentation) including industrial and intellectual property rights, and of other documents relating to it, shall be vested in Growthfund and the MTCW, as the case may be in accordance with the MoU.

(ii) Pre-existing rights

Pre-existing material is any materials, document, technology or know-how which exists prior to the Business & Business Development Adviser 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 Growthfund sends to the Business & Business Development Adviser a written request specifying which of the results (including, but not limited to tender and contractual documents, reports, opinions, recommendations, studies, presentations and other documentation) it intends to use, the Business & Business Development Adviser must establish a list specifying all pre-existing rights included in those results and provide this list to Growthfund.

The Business & Business Development Adviser 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 Growthfund

The Business & Business Development Adviser grants to Growthfund and to the MTCW the following rights to use the results of the Contract (including, but not limited to tender and contractual documents, reports, opinions, recommendations, studies, presentations and other documentation):

(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 Growthfund, HR, the MTCW 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 adapt the results;

(f) translation;

(g) the right to store and archive the results in line with the document management rules applicable to Growthfund and the MTCW, including digitalization or converting the format for preservation or new use purposes.

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

The Business & Business Development Adviser shall warrant that Growthfund has the right to use any pre-existing rights, which have been included in the results of the Contract. 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 tender and contractual documents, reports, opinions, recommendations, studies, presentations and other documentation) of the Contract.

Information about the copyright owner shall be inserted when the result of the Contract (including, but not limited to tender and contractual documents, reports, opinions, recommendations, studies, presentations and other documentation) is divulged by Growthfund.

e. Payment

Growthfund shall pay all fees and expenses to the Business & Business Development Adviser 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 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 Growthfund will have no obligation to gross up any withholding or deduction.

f. Assignment

The Business & Business Development Adviser 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, unless Growthfund has given its prior written consent thereto.

g. Suspension & Termination

Suspension of the Contract

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

Growthfund reserves the right to terminate the Contract with or without cause upon written notice to the Business & Business Development Adviser with immediate effect.

The Business & Business Development Adviser may terminate the Contract only with cause upon prior written notice to 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 Growthfund and the Business & Business Development Adviser 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 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 Growthfund and its internal policy, including terms and conditions customary in the circumstances.
- 6.2.** 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 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 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 Process in general.
- 6.3.** Growthfund reserves the right, to the fullest extent possible and at its exclusive discretion, to cancel, suspend, amend or postpone the Process, without any prior notice or update, as well as to terminate any negotiations or discussions at any stage of the Process, without incurring any liability whatsoever as against any participant and/or any third party.

- 6.4.** The submission of a Proposal entails the full and unconditional acceptance of the terms and conditions of this Request for Proposals by the Interested Parties, and each Interested Party 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 Growthfund, at its discretion, as sufficient ground for rejecting a Proposal.
- 6.5.** 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 Growthfund in any way whatsoever, either in the course of the Process or thereafter.
- 6.6.** 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.
- 6.7.** Confidentiality- Data Protection: The Growthfund shall treat all information submitted by the Interested Parties during the Process as strictly confidential. All information shall be used strictly for the purposes of the evaluation of the Proposals submitted and the Growthfund shall endeavor to take all necessary measures to ensure their confidentiality.
- 6.8.** The Growthfund acts as data controller regarding personal data of individuals which are collected in the context of this Request for Proposals and the 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 the Greek Law 4624/2019, as in force.
- 6.9.** The purpose of processing of personal data is the evaluation of Proposals submitted by Interested Parties, the implementation of the 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.
- 6.10.** Said personal data may be shared with the Hellenic Republic entities and judicial authorities within their competence.
- 6.11.** 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.
- 6.12.** 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 Growthfund shall take every possible measure to satisfy data subject's requests within a reasonable time and not later than one (1) month at most, which may be extended by two (2) more months at most if the request is complex or there is a large number of requests, informing the data subject of such delay within one (1) month from receipt of the request. The Growthfund has the right to deny the request for erasure of any natural person's data, if their retention is necessary for compliance with a legal obligation, for the performance of a task carried out in the public interest, for archiving purposes in the public interest, or for the establishment, exercise or defense of legal claims or third-party claims. The enforcement of said rights does not relieve Interested Parties from their obligations deriving from their participation in the Process.

- 6.13.** 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 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**SOLEMN DECLARATION**

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 the Greek law 1599/1986 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 AND PARTICIPATIONS ("**Growthfund**") by means of the Request for Proposals to act as Strategic & Business Development Adviser in relation to the Port and the Marina of Larnaca, dated [●] 2025 (the "**Request for Proposals**"), that:

1. I, as member of Interested Party's project team/ The Interested Party (a) do/does not have a conflict of interest in connection with the Services and the Project, (b) do/does not have any relationship of economic or of any other nature which is conflicting with the Services and/or the Project.

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 destabilizing the situation in Ukraine, as amended and currently in force), and it is **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 Process and, in case I/the Interested Party is nominated as Preferred Bidder, throughout the duration of the Contract to be signed with Growthfund.

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

[Place / Date]

[Full name of signatory / Signature]