

**REQUEST FOR PROPOSAL TO ACT AS A FINANCIAL ADVISOR  
TO THE HELLENIC REPUBLIC ASSET DEVELOPMENT FUND (HRADF)  
FOR THE EXPLOITATION OF  
THE MARINA OF KALAMARIA(ARETSOU)**

*Athens, June 11<sup>th</sup> 2024*

## **1. Introduction**

### **1.1. Pursuant to:**

- i. the provisions of the Law 3986/2011 on “Emergency Implementation Measures for the Medium-Term Fiscal Strategy Framework 2012-2015” (Government Gazette 151/A/2011), the Hellenic Republic Asset Development Fund SA (hereinafter the “**HRADF**” or the “**Fund**”) was established with the object of developing assets of the Hellenic Republic which are included in the Privatisation Programme.
- ii. the provisions of Decision No 218/13.08.2012 of the Interministerial Committee for Asset Restructuring and Privatisations (ICARP),(Government Gazette 2322/B/13.08.2013), as amended by the Decision No 237/05.07.2013 of the ICARP (Government Gazette 1668/B/05.07.2013) according to which the Hellenic Republic transferred to HRADF the right to grant concessions to third parties of the right to use, operate, manage and exploit the movable and/or fixed assets within the upland area and/or the sea area of 23 regional ports and marinas, including the marina of Kalamaria (Aretsou),
- iii. the provisions of the updated Asset Development Plan of HRADF as decided by the Board of Directors of HRADF on 01.02.2024 and endorsed by means of the relevant decision no 94 of the Government’s Council for Economic Affairs and Policy on 16.05.2024 (Government Gazette B' 2821/17.05.2024),

HRADF intends to develop the marina of Kalamaria (the “**Marina**”) through the granting of a concession agreement (the “**Transaction**” or the “**Project**”). In the context of the Project, it is noted that a presidential decree, dated 26.01.2023 (GG D' 95/10.02.2023) was issued, in accordance with article 31 of L. 2160/1993, regarding the planning procedure for the Marina, whereby the process for the issuance of a joint ministerial decision is ongoing.

- 1.2.** Within the framework of the Project, HRADF is seeking to appoint a specialized and highly experienced financial institution or advisory firm to act as financial advisor to HRADF (the “**Financial Advisor**”) in order to offer its services and the necessary assistance for the appropriate preparation and execution of the Transaction. In this context, interested parties (the “**Interested Parties**”) are invited to submit a proposal (the “**Proposal**”) in accordance to the terms of this Request for Proposals (the “**RfP**”). The tender process (the “**Tender Process**” or the “**Tender**”) for the award of the services shall be conducted in accordance to HRADF’s Procurement Regulation (Decision of the Minister of Finance nr. 2/16128/0025,

Government Gazette B/476/2014) (the “**Procurement Regulation**”). An engagement letter (the “**Engagement Letter**”) shall be signed between HRADF and the Interested Party that is selected through the Tender.

## **2. Scope of Work**

Within the framework of the Transaction, the Financial Adviser is expected to provide, *inter alia*, the following services (the “**Services**”):

**A. During the Preparatory Period**, the Financial Advisor is required *inter alia* to:

- 2.1.** Review any relevant available data, including all existing historical, financial, strategic and operational work done to date relating to the Marina, any information memoranda, studies, reports, business plans, models and forecasts relating to the development and operation of marinas, and more particularly data on infrastructure, investment, maintenance and services offered as well as tariffs applied in marinas within the Eastern Mediterranean Sea;
- 2.2.** Review and assess the current status quo and financial situation of the Marina;
- 2.3.** In conjunction with the other advisors of HRADF, submit a recommendation to the HRADF in respect to the anticipated (new) tender process and the Transaction, which will include among other things a set of options and the advisors’ recommendation from a strategic, business, financial and operational point of view, in relation to the proposed course of action to be considered by HRADF relating to the Transaction. Prepare and present the optimal structure of the Transaction with its key assumption parameters and respective timelines for its execution (the “**Recommendation**”);
- 2.4.** Determine the value of the expected future revenues and other economic rights accruing to the HRADF from operation of the Marina, under the best applicable structure;
- 2.5.** Develop, along with the HRADF’s other advisors, and regularly update the appropriate financial forecasts and models as well as perform valuation and financial analysis (including sensitivity analysis) required for the implementation of the anticipated Transaction, as well as identify the universe of potential investors, explore and evaluate potential interest for the offered asset;
- 2.6.** Design, prepare and coordinate, together with HRADF’s other professional advisors, all necessary procedures required for the implementation of the tender process and the Transaction such as, indicatively: due diligence process, virtual data room establishment and administration, preparation and coordination of presentations to potential investors and any other action required in relation to the proposed course of action to successfully implement the Transaction;
- 2.7.** Translate any documents from English to Greek language and vice versa, if deemed necessary.

- B.** During the **Implementation Phase**, the Financial Advisor is expected to assist, in co-operation with any other professional advisors of HRADF, in the co-ordination of the Project, from initial preparation to the final negotiation and closing of the Transaction, which may include, but is not limited to, the following:
- 2.8.** Advise, and where appropriate, assist HRADF to develop the appropriate strategy, identify any key potential investor requirements, attract proposals, offers or bids from potential investors, assess any such proposals, offers or bids and advise the HRADF on their relative merits;
  - 2.9.** Coordinate and prepare site visits with potential investors to the site;
  - 2.10.** Work with the other professional advisors of HRADF to prepare any and all customary tender documentation and organize all relevant tender procedures required for the Transaction (including but not limited to, Invitation for the Expression of Interest, Request for Proposals and Concession Agreement);
  - 2.11.** Together with the other advisors of HRADF, assist in collecting necessary government approvals and/or other approvals from Greek and/or European Institutions as are deemed necessary in relation to the Transaction;
  - 2.12.** In conjunction with HRADF's other advisors where appropriate, evaluate from a financial/business point of view any proposal or business plan made by any potential purchaser/investor, and submit their written recommendations to the HRADF;
  - 2.13.** Provide to the Board of Directors of the HRADF any required recommendation justifying the proposed course of action in the different steps of implementation of the Transaction up to its financial closing;
  - 2.14.** Assist and advise the HRADF in relation to all financial or non-financial steps pertaining to the closing of the Transaction and the fulfillment of any conditions precedent thereof including a potential State Direct Agreement;
  - 2.15.** Translate documents from English to Greek language and vice versa, if deemed necessary

### **3. Duration and Budget**

- 3.1. Duration:** The duration of the Engagement Letter shall be **twenty-four (24) calendar months or** until the completion of the Transaction (financial closing) (whichever event occurs first). An extension of the duration of the Engagement Letter with the Financial Advisor may be agreed upon if such is deemed necessary for the completion of the Transaction.
- 3.2 Budget:** Retainer Fee: The maximum available budget for the Services is **EUR 70.000,00** excluding VAT (the "**Budget**") -. The Budget covers both the fees for the Services and the expenses incurred in relation to, and in performing, the Services. -

- 3.3.** HRADF reserves the right according to the HRADF's Procurement Regulation to extend and/or or amend the contract with the Financial Advisor in order to limit its scope and/or to include any additional services that may be required and cannot be specified today, but which shall prove to be inseparable from the original engagement without causing a major issue, or which may be absolutely necessary for the completion of the Transaction..

#### **4. Qualification and Criteria**

The Interested Parties should be able to demonstrate their standing and professional experience in relation to the Services and transactions similar to the Transaction. Proposals submitted by Interested Parties must include the following:

- 4.1. Track Record & Experience:** Proof of relevant track record and experience in the provision of expert financial advisory services in infrastructure concessions. Experience in the Greek market or relevant competitive Mediterranean marinas, as well as experience in transactions concerning marinas and ports (particularly in the Greek market) will be highly appreciated. The respective dossier must include a list of all relevant projects in which the Interested Party has participated in the last ten (10) years. (**Dossier A'**)
- 4.2. Project Team:** Proposed team composition (and its proposed structure) including relevant experience (as per para 4.1. above). Interested Parties should designate the project leader and at least two (2) senior members of the team. The project leader should have at least fifteen (15) years of experience and the senior members at least ten (10) years of experience. The Proposals should include CVs of all members of the proposed project. Moreover, a list of all relevant projects proving experience of the individual members of the project team (as per para 4.1.) should be submitted and included in the respective Dossier. The designated project leader and the senior members of the project team may be replaced only with HRADF's prior consent. Interested Parties should demonstrate that they have the necessary resource capabilities in terms of a team of professionals for rendering the Services. (**Dossier B'**)
- 4.3. Methodological Approach:** Interested Parties should submit in their proposal a brief description of the proposed approach to the assignment, identification of critical issues, methodologies to be applied as well as its deliverables including an indicative timetable. (**Dossier C'**)
- 4.4. Financial Offer:** The Proposal should include a financial offer (the "**Financial Offer**") as per para 3.2 hereof (**Dossier D'**)
- 4.5.** Interested Parties and each individual member of their proposed project team must declare in writing that they do not have a conflict of interest in connection with the Services and the Transaction at the time of the Submission of the Proposal. Such a declaration confirming the absence of any conflict of interest shall be in effect throughout the term of the Engagement Letter of the Financial Advisor with HRADF. The abovementioned declarations should be included in Dossier B and should be submitted in accordance with Annex 1 attached hereto.

- 4.6.** The Fund 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 1 hereto. The Fund 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.** Interested Parties must meet all the qualifications as described above under 4.1 through 4.6. Interested Parties, who fail to submit their Proposals fully compliant to the qualifications required under 4.1 through 4.6 of the RfP, shall be disqualified from the Tender.
- 4.8.** The Financial Advisor must observe and abide by the rules provided for in art. 7 of the Law 3049/2002 and particularly their professional code of conduct and relevant confidentiality rules even after the termination of the Engagement Letter.

## **5. Selection Process**

- 5.1.** The assignment will be awarded in accordance with the provisions of the Law 3986/2011 and HRADF's Procurement Regulation, as in force.
- 5.2.** The Interested Parties are assessed and evaluated in accordance with the table below. The Tender will be awarded at the Interested Party with the highest score (the "**Preferred Bidder**"). HRADF has the right to appoint the Interested Party with the second highest score as substitute of the Preferred Bidder (the "**Substitute Preferred Bidder**").
- 5.3.** The Interested Parties are evaluated on the basis of the following criteria and their respective weighting:

| <b>Criterion</b>                       | <b>Weighting</b> |
|----------------------------------------|------------------|
| Track Record & Experience - DOSSIER A' | 35%              |
| Project Team - DOSSIER B'              | 35%              |
| Methodological Approach - DOSSIER C'   | 5%               |
| Financial Offer - DOSSIER D'           | 25%              |
| <b>Total</b>                           | <b>100%</b>      |

- 5.4.** HRADF may request additional documents and/or clarifications and/or information from the Interested Parties in connection with any issue related to their Proposal, if deemed necessary.

- 5.5. The Proposals, consisting of DOSSIERS A', B', C' and D', the declarations (a) consenting to the processing of natural persons' personal data submitted in the context of this RfP and (b) confirming the absence of any conflict of interest and any other supporting documentation which proves the required experience and expertise of the Interested Parties as well as of the individual members of their proposed team, are permissibly submitted:
- i. either electronically, by e-mail at the e-mail address: tender@hraf.gr (for the attention of Mrs. Chrysa Stasinopoulou), marked "**FINANCIAL ADVISOR FOR THE MARINA OF KALAMARIA**". 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
  - ii. by uploading the files to a secure electronic file to be created by the Fund, upon request by the Candidate and notification of the correspondent's e-mail address to: tender@hraf.gr up to 48 hours prior to the deadline for the submission of proposals, in order for the latter to be sent the instructions and passwords for uploading the tender material (maximum overall file size 15GB).
- 5.6. The Financial Offer (DOSSIER D') of the Proposal 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 (a) consenting to the processing of natural persons' personal data submitted in the context of this RfP and (b) confirming the absence of any conflict of interest are included, **only** the Interested Parties which comply with the requirements under para. 4.7 (regarding DOSSIER A', B', and C') will be invited via e-mail to send the password for the Financial Offer (DOSSIER D'). The Interested Parties who fail to comply with the above requirements will be notified accordingly. The Fund will notify all parties who have submitted their interest on the outcome of the Tender Process.
- 5.7. The Proposals must be submitted no later than **Wednesday 3<sup>rd</sup> July 2024, until 15:00 (Athens time)**. Proposals submitted after the aforementioned deadline shall be deemed inadmissible and thus immediately rejected. In the case of a late receipt, the Expression of Interest shall not be evaluated.
- 5.8. HRADF reserves the right to ask from the Interested Party with the highest score to improve its Financial Offer, prior to the final award of the assignment.
- 5.9. The award is subject to the signing of the Engagement Letter. In case the Preferred Bidder fails to agree with HRADF on the terms and conditions of the Engagement Letter within reasonable time, HRADF reserves the right, at its exclusive discretion, to nominate as Preferred Bidder and award the Tender Process to the Substitute Preferred Bidder. In such a case, and for the avoidance of doubt, the award of the assignment shall also be subject to the conclusion of a written contract, as stated herein above.
- 5.10. The Engagement Letter shall include, at least, the terms stated below:

**a. Liability**

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

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

The Financial Advisor does not acquire towards HRADF and/or its 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 Engagement Letter. In case of a consortium, all members of the consortium shall be liable jointly and severally under the Engagement Letter.

#### **b. Conflict of Interest**

The Financial Advisor shall take all necessary measures to prevent and abstain from any situation where the impartial and objective implementation of the Engagement Letter 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 HRADF or any third party related to the subject matter of the Engagement Letter. The Financial Advisor has the same obligation in connection with all members of the Project Team and all subcontractors engaged by the Financial Advisor in the implementation of the Engagement Letter.

Any situation constituting or likely to lead to a conflict of interests during the implementation of the Engagement Letter shall be notified to HRADF, in writing, without delay. The Financial Advisor shall immediately take all the necessary steps to rectify this situation. HRADF 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 Financial Advisor 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 Engagement Letter and which are explicitly indicated in writing as confidential, with the exception of information that is publicly available.

The Financial Advisor shall not use confidential information and documents for any reason other than fulfilling their obligations under the Engagement Letter, unless otherwise agreed with the other party in writing.

The Financial Advisor, as well as all members of the Project Team and all subcontractors engaged by the Financial Advisor in the implementation of the Engagement Letter shall be bound by the confidentiality obligations stipulated hereunder during the implementation of the Engagement Letter 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 reports and deliverables (including intellectual and industrial property rights)**

*(i) Ownership of the reports*

Unless stipulated otherwise in the Engagement Letter, ownership of the results of the Engagement Letter (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 the Engagement Letter, shall be vested in HRADF.

*(ii) Pre-existing rights*

Pre-existing material is any materials, document, technology or know-how which exists prior to the Financial Advisor using it for the production of a result in the implementation of the Engagement Letter. 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. The Financial Advisor 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 Engagement Letter.

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

The Financial Advisor grants to HRADF the following rights to use the results of the Engagement Letter (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, officers, employees, advisors and agents of HRADF, the company “Hellenic Corporation of Assets and Participations S.A.” (HCAP), Hellenic Republic and/or any competent 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 HRADF, including digitalization or converting the format for preservation or new use purposes.

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

The Financial Advisor 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 Engagement Letter, 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 Engagement Letter.

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

#### **e. Payment**

HRADF shall pay all fees and expenses to the Financial Advisor within a period to be specified in the Engagement Letter 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 HRADF in accordance with applicable law.

All payments under the Engagement Letter 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 HRADF will have no obligation to gross up any withholding or deduction.

#### **f. Assignment**

The Financial Advisor may not assign and/or transfer any of its rights, claims and/or obligations under the Engagement Letter and may not be substituted in the performance of the Engagement Letter by any affiliate thereof or any third party, unless HRADF has given its prior written consent thereto.

#### **g. Suspension & Termination**

##### *(i) Suspension of the Engagement Letter*

HRADF reserves the right, at the fullest extent possible and at its exclusive discretion, to suspend the provision of the Financial Advisor's services under the Engagement Letter (before its termination), upon prior written notice to the Financial Advisor, as will be specified in the Engagement Letter. In such case of suspension, the Engagement Letter will be extended for a time period equal to the time period of the suspension.

##### *(ii) Termination of the Engagement Letter.*

The Engagement Letter shall terminate upon expiry of the duration specified in the Engagement Letter (in accordance with the RfP).

HRADF reserves the right to terminate the Engagement Letter with or without cause upon written notice to the Financial Advisor with immediate effect.

The Financial Advisor may terminate the Engagement Letter only with cause upon prior written notice to HRADF as will be specified in the Engagement Letter.

#### **h. Governing law**

The Engagement Letter and any non-contractual matters or obligations arising under, out of or in connection with the Engagement Letter shall be governed by and construed 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 Engagement Letter and any matter arising from, under or in connection with the Engagement Letter.

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**

##### *(i) Whole Agreement*

Unless otherwise explicitly provided in the Engagement Letter, the Engagement Letter shall constitute the entire agreement between HRADF and the Financial Advisor 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 Engagement Letter.

##### *(ii) Validity of Engagement Letter terms*

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

### **6. Terms and Conditions**

- 6.1.** The participation in the Tender Process entails the full and unconditional acceptance of the rules of the Tender Process and of this RfP by the candidates. Accordingly, any conditional offers and/or any terms and conditions contained in the Proposals, which are not in compliance with this RfP, shall not be taken into consideration and shall not bind HRADF in any way whatsoever, either in the course of the Tender Process or thereafter.
- 6.2.** The RfP, the Tender Process and Proposals to be submitted, as well as the Engagement Letter with the Financial Advisor, are governed by and construed in accordance with the laws of the Hellenic Republic, taking also into consideration the prevailing market's levels,

the practice of HRADF and its internal policy, including terms and conditions customary in the circumstances.

- 6.3.** HRADF, 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 RfP. No person acquires against HRADF, the Hellenic Republic, HCAP, 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 RfP 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.
- 6.4.** HRADF 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.** Any dispute arising under, or out of, or in connection with the present RfP including the Proposals submitted and the Engagement Letter with the Financial Advisor shall be subject to the exclusive jurisdiction of the competent Courts of Athens, Greece.
- 6.6. Confidentiality:** HRADF shall treat all information submitted by the Interested Parties for the purposes of the Tender Process as strictly confidential. All information shall be used strictly for the purposes of evaluation of the Proposals and HRADF shall endeavour to take all necessary measures to ensure their confidentiality.
- 6.7. Data Protection:**
- (i) HRADF acts as data controller regarding personal data of individuals which are collected in the context of the Tender Process (indicatively as per Qualifications and Criteria of section 4 in this RfP) 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.
  - (ii) The purpose of processing of personal data as per paragraph 6.8 of this RfP is the evaluation of Proposals submitted by Interested Parties, the implementation of the Tender Process, as well as of the Engagement Letter, and their monitoring, the safeguarding of the Fund's rights and the security and protection of transactions in general, the fulfillment of the Fund's legal obligations, the prevention of fraud against the Fund, as well as informing Interested Parties with regard to the evaluation of their submitted Proposals.

- (iii) Said personal data may be shared with the Hellenic Republic, HCAP, public entities and judicial authorities within their competence.
- (iv) The personal data collected and processed in the context of the Tender Process may be retained for a period starting from the date of their receipt and lasting: (a) for ten (10) years in case no Engagement Letter is concluded (b) for twenty (20) years in case a Engagement Letter is signed. After the expiration of the above periods the personal data will be properly destroyed.
- (v) 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 Fund in writing (e-mail: dpo@hraf.gr). The Fund shall take every possible measure to satisfy data subject's requests within 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 Fund has the right to reject 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 Tender Process.
- (vi) 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 Fund in the context of the Tender Process and that they have properly informed all natural persons, whose personal data are being provided to the Fund, in accordance with the requirements of the national and EU legislation on personal data protection.



**Annex 1**  
**SOLEMN DECLARATION**

(art. 8 L.1599/1986)

The accuracy of the information provided by this solemn declaration may be confirmed with the data held by other authorities (art. 8 para. 4 L. 1599/1986)

|                            |                                             |  |        |                |  |     |  |        |
|----------------------------|---------------------------------------------|--|--------|----------------|--|-----|--|--------|
| TO:                        | HELLENIC REPUBLIC ASSET DEVELOPMENT FUND SA |  |        |                |  |     |  |        |
| Name:                      |                                             |  |        | Surname:       |  |     |  |        |
| Father's Name and Surname: |                                             |  |        |                |  |     |  |        |
| Mother's Name and Surname: |                                             |  |        |                |  |     |  |        |
| Date of birth:             |                                             |  |        |                |  |     |  |        |
| Place of birth:            |                                             |  |        |                |  |     |  |        |
| ID number:                 |                                             |  |        | Tel:           |  |     |  |        |
| Residence:                 |                                             |  | Street |                |  | No: |  | P<br>C |
| Fax number:                |                                             |  |        | Email address: |  |     |  |        |

On my own responsibility and being fully aware of the sanctions stipulated by article 22 para.6 of L. 1599/1986, I hereby declare e), [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"), that

I/ The Interested Party and/or I as member of the project team do not have a conflict of interest in connection with the Services and the Transaction, as specified in the Request for Proposal to act as a Financial Advisor to the Hellenic Republic Development Fund SA for the exploitation of the marina of Kalamaria (Aretsou) dated .... at the time of the Submission of the Proposal.

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 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.

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 Engagement Letter to be signed with HRADF.

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

Date: 202

The undersigned

