

**REQUEST FOR PROPOSALS  
FOR A LEGAL ADVISOR TO THE GROWTHFUND  
IN RELATION TO THE DEVELOPMENT OF THE PORT OF ELEFSINA  
THROUGH A SUBCONCESSION OF COMMERCIAL PORT ACTIVITIES**

*Athens, February 10<sup>th</sup>, 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 the 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 of 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.** 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 Registry (G.E.M.I.) on 31.12.2024 (Registration No. 5215680), 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. Following the aforementioned merger, the Growthfund substituted HRADF as its universal successor in all the property, rights, obligations, responsibilities, competences and in all legal relations of the absorbed HRADF.
- 1.3.** Pursuant to article 188B paragraph 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.
- 1.4.** By virtue of decision No. 222/5.11.2012 (GG B' 2996/12.11.2012) of the Inter-ministerial Committee for Asset Restructuring and Privatisations (the "**ICARP**") the Hellenic Republic transferred to the absorbed HRADF, free of consideration, shares corresponding to 100% of the share capital of the société anonyme under the corporate name "Elefsina Port Authority S.A." ("**EPA S.A.**" or the "**Company**"). The Company manages and operates the port of Elefsina in Attica (the "**Elefsina Port**") by virtue of the Concession Agreement dated 20.05.2003, which was concluded with the Hellenic Republic (the "**HR**") pursuant to the twenty-fourth article of Law 2932/2001 (GG A' 145/27.07.2001) and was ratified by article 1 of Law 4597/2019 (GG A' 35/28.02.2019) (the "**Elefsina Port Master Concession Agreement**"). The duration of the Elefsina Port Master Concession Agreement is sixty (60) years and expires on 20<sup>th</sup> May 2063 according to the provisions of Article 1 of Law 4597/2019, as amended by Article 12 of Law 4664/2020 (GG A' 32/14.02.2020).
- 1.5.** By virtue of Article 2 para 2 of Law 4597/2019 (GG A' 35 / 28.02.2019), as amended by article 13 of Law 4664/2020 (GG A' 32 / 14.02.2020), the Growthfund (as universal successor of HRADF) is granted the right to sub-concede to third parties, through one or more, simultaneous or consecutive, sub-concession agreements, specific business units and/or port operations and services of port and other facilities, inter alia, in the area of competence of EPA S.A. According to

Article 2 para 5 of Law 4597/2019, the duration of the sub-concession to third parties is subject to the duration of the Elefsina Port Master Concession Agreement.

- 1.6.** Within this context, the Growthfund intends to develop the infrastructure of the Elefsina Port to the benefit of the port industry and the local economy and communities through the granting of a sub-concession of the commercial port activities, following the conduct of an open international tender process in two phases (the **“Project”** or the **“Transaction”**).
- 1.7.** In view of the foregoing, the Growthfund is seeking to appoint a specialized and highly experienced law firm to act as legal advisor to the Growthfund on matters of Greek and European Union (**“EU”**) law (the **“Advisor”**) in relation to the preparation and implementation of the Project and the Transaction. In this context, interested parties (the **“Interested Parties”**) are invited to submit a proposal (the **“Proposal”**) in accordance with the terms of this Request for Proposals (the **“Request for Proposals”**). The tender process (the **“Tender Process”**) for the award of the services hereunder shall be conducted in accordance with the Decision No 2/16128/0025 of the Minister of Finance (Government Gazette B 476/26.02.2014) which remains in force for assets of the absorbed HRADF pursuant to article 33 para 10 of Law 5131/2024 (the **“Procurement Regulation”**).

## **2. SCOPE OF WORK**

The services to be awarded through the Tender Process (the **“Services”**) refer to the provision of legal services and legal advice, including the preparation and delivery of legal opinions, reports and miscellaneous documentation on any and all matters of Greek and EU law in connection with the preparation and implementation of the Project and the Transaction, as well as on any issue for which the Growthfund requests legal support in the context of the Project.

Within the context of the assignment, the Advisor is expected to provide, *inter alia*, the following services:

### **2.1. Preparatory Period:**

- (i) Review and assess from legal aspect all available historical data, information, reports, studies and legal documentation in connection with the Company, the Elefsina Port and the Transaction. Review and assess the legal and regulatory framework applicable on the Elefsina Port and on the tender procedure to be planned, including the Elefsina Port Master Concession Agreement, as currently in force;
- (ii) Review, assess and opine on the existing contracts of the Company, any ongoing tender procedures launched by the Company in connection with the Elefsina Port and its operations, any existing lease and/or sub-lease agreements concluded by the Company, any commercial contracts and miscellaneous agreements in connection with the Elefsina Port and its operations, any relevant litigation, disputes, claims etc.;
- (iii) Review and evaluate the current legal status of Growthfund’s asset from EU and Greek law perspective for the purposes of identifying any maturity actions or improvements in view of the forthcoming tender procedure for the implementation of the Project and the Transaction. Review, assess and opine on the ownership status and on any encumbrances and/or claims in connection with the Elefsina Port and/or the proceeds from its operation;

- (iv) In collaboration with other professional advisors of Growthfund and/or the HR, perform a comprehensive review and assessment, from a Greek and EU legal and regulatory perspective (including any environmental matters), of the strategic and structural options available to Growthfund with respect to the structuring of the Transaction and any critical issues in connection thereto. The review is expected to be concluded with the submission of a legal recommendation to Growthfund's Board of Directors and Council of Experts as to the optimal form of Transaction to be pursued by the Growthfund;
- (v) Review and assess legal and regulatory material, as well as ownership, business and market issues associated with the Transaction from a legal point of view, and co-ordinate with other professional advisors, as deemed necessary, in identifying any issues, constraints and implications that may affect the Transaction;
- (vi) Assist other professional advisors of Growthfund in the compilation, verification and update of any information and/or model and/or analysis required for the implementation of the Transaction structure and the Project;
- (vii) Provide legal advice on all the preparatory actions that need to be carried out for the implementation of the Project in accordance with the Transaction structure to be adopted, and the legal and regulatory framework within which it will be implemented;
- (viii) Support the Growthfund in its communications with the HR and/or any third parties in connection with any issue related to the implementation of the Project and the Transaction;
- (ix) Prepare and present legal opinions and supporting memos to the Growthfund regarding the issues under points (i) through (viii) above in the Greek and/or English language.

## **2.2. Implementation Phase:**

- (i) In collaboration with the financial and technical advisors of the Growthfund, provide written recommendations in relation to the Project, containing *inter alia* alternative options available and the optimal approach recommended by the advisors from strategic, business, financial, operational and legal perspective, in relation to the implementation of the Project and the Transaction, taking into consideration *inter alia* the following: the maximization of the value for the Growthfund, the overall solution for the infrastructure, the optimization of investor interest, the necessity for fully functional, convenient and effective port operations etc. Elaboration and presentation of the optimal Project structure, the key parameters and assumptions, as well as the respective time schedules for its implementation;
- (ii) Provide legal support to the Growthfund in connection with the preparation, coordination and performance, together with other professional advisors of Growthfund, of all the required actions and procedures for the tender process to be held for the purposes of awarding the Project and the Transaction, including but not limited to elaboration of a vendor due diligence report (if required), legal support in the organisation and management of a virtual data room ("VDR") for the performance of a legal, financial and technical due diligence process on the Project (as required), preparation and presentation

of legal recommendations and opinions to Growthfund's Board of Directors and Council of Experts relating to the approval of the process for the implementation of the Project and the Transaction, participation and advice to the Growthfund on all communications and meetings with the HR, the Company, as well as with potential investors and their professional advisors (including management presentations), as deemed necessary by the Growthfund, and any other action and/or procedure required for the implementation of the Project and the Transaction;

- (iii) In collaboration with the other professional advisors of the Growthfund (where appropriate), prepare all tender documents and contractual documents for the implementation of the Project and the Transaction, including, *inter alia*, invitations for expression of interest, requests for binding offers, process letters, confidentiality agreements, draft sub-concession contracts, miscellaneous related agreements, announcements, clarifications, filings and any other legal document(s) required for the implementation of the Project and the Transaction;
- (iv) Draft, review and comment upon the contractual documents of the Project, including but not limited to the draft sub-concession contract, as well as any other legal document(s) and/or draft administrative and/or legislative acts required for the implementation of the Project and the Transaction. Provide legal support, in collaboration with other professional advisors of the Growthfund, in the negotiations with the candidate investors and/or third parties involved, on the terms of the contractual documents for the Transaction. Review and assess the comments and suggestions of such candidate investors and/or third parties and submit relevant legal opinions and recommendations to Growthfund's Board of Directors and Council of Experts;
- (v) Review all legal documentation submitted by interested investors / candidates in the course of the tender procedure for the implementation of the Project, including the expressions of interest and the binding offers, assess their compliance with the tender documents and submit relevant written recommendations to the Growthfund;
- (vi) Provide legal support in connection with any obligations towards Greek and/or EU authorities and supervisory bodies, including attendance of meetings with such authorities. Assist the Growthfund and HR in the communication with the competent authorities in relation to matters of Greek and EU law on competition and any possible state-aid issues connected with the Transaction;
- (vii) Assist, in collaboration with other professional advisors of the Growthfund, in receiving any approval required from any competent EU or state authority and/or body for the purposes of the Project and the Transaction;
- (viii) Assist, in cooperation with other advisers of the Growthfund, in the preparation for the submission to the Court of Audit prior to the conclusion of the Transaction, in accordance with article 33 paragraph 7 of Law 5131/2024 and article 9 paragraph 4 of law 3986/2011, as applicable;

- (ix) Assist and advise the Growthfund in relation to the fulfillment and satisfaction of any conditions precedent necessary for the execution and closing of the Transaction and the performance of all obligations undertaken by the Growthfund;
- (x) Prepare and present to Growthfund's Board of Directors and Council of Experts legal recommendations and opinions in relation to the implementation of the Project and the Transaction and each individual step of the process, including evaluations, opinions, presentations and reports to be elaborated and submitted to the Growthfund by other professional advisors;
- (xi) Translate any documentation in relation to the Project and the Transaction from English to Greek and vice versa, if deemed necessary;
- (xii) Provide any other legal assistance and service required for the implementation and completion of the Project and the Transaction.

The Services and deliverables will be provided in the Greek and/or English language, as required.

### **3. DURATION & BUDGET**

- 3.1. Duration of the Engagement:** The maximum duration of the engagement shall be (i) thirty six (36) months or (ii) until completion of the Transaction, whichever occurs first. The duration of the Engagement 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 one hundred ninety-five thousand Euros (**€195.000,00**) plus VAT. The Budget covers both the fees for the Services and the expenses incurred in relation to, and in performing, the Services.

### **4. QUALIFICATIONS & CRITERIA**

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

- 4.1. Track Record & Experience (Dossier A'):** Proof of relevant track record and experience in the provision of expert legal services, under Greek and EU law, in connection with privatisations, public procurement, infrastructure concession contracts, banking and finance, as well as financing of concession contracts. Experience in international transactions involving commercial terminals and concessions of port infrastructure, as well as in the regulatory and environmental framework of the port sector and industry in Greece and abroad, will be highly appreciated. The Dossier is required to include a list of all the relevant projects in which the Interested Party has participated in the last ten (10) years and a brief description of their exact involvement.
- 4.2. Project Team (Dossier B'):** Proposed team composition and structure, including relevant experience (as per par. 4.1 above) of the members of the team. The Project Team is required to consist of at least four (4) members, including (a) the Team leader, who has to be a practitioner of law for at least ten (10) years post qualification, (b) at least one (1) senior member, who must have

at least eight (8) years of law practice post qualification. Given that the Services are anticipated to refer mainly to matters of Greek law, the Team leader and the senior member of the Project Team must be fluent in the Greek language. The Dossier is also required to include the CVs, and a list of all relevant projects proving the experience of the individual members of the Project Team during the past ten (10) years, clearly indicating which member participated in each project and their exact involvement. The designated Team leader and the suggested senior member of the project team may be replaced only following the prior consent of the Growthfund (not to 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 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 financial offer (the “**Financial Offer**”) is required to include:

- (i) a capped amount of fees for the assignment, inclusive of all required expenses, and
- (ii) the hourly rates per qualification level of each member of the Project Team, in the following manner: (a) partner, (b) senior associate (more than 10 years of post-qualification experience) and (c) associate (up to 10 years of post-qualification experience).

All amounts are required to be stated in Euro (€). The Financial Offer must be unconditional and without any reservations and it cannot exceed the amount specified in paragraph 3.2 of the Request for Proposals.

**4.5.** Interested Parties and each individual member of their proposed teams must declare in writing in their Proposal that they do not have (a) a conflict of interest in connection with the Services; and/or (b) any relationship of economic or of any other nature with the Company and/or any third party which is conflicting with the Services and/or the Transaction; and/or (c) any relationship of economic or of any other nature with any company operating private port infrastructure within the greater land zone of the Elefsina Port in the last 12 months prior to the date of the Request for Proposals, which is conflicting with the Services and/or the Transaction. Such obligation for the absence of any conflict of interest shall be in effect throughout the term of the Contract. 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 Advisor 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 III**) which shall be applicable to the Contract to be signed with the Advisor.

## **5. SELECTION PROCESS**

- 5.1.** The assignment will be awarded in accordance with the provisions of article 33 para 10 of Law 5131/2024 and article 2.3 of the Procurement Regulation, as applicable.
- 5.2.** The Tender Process will be awarded to the Interested Party with the highest score (the **“Preferred Bidder”**). The Growthfund 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 Proposals will be evaluated on the basis of the criteria and the weight factors stated below:

<b>Criterion</b>	<b>Weighting</b>
Track Record & Experience – Dossier A’	35%
Project Team– Dossier B’	35%
Methodological Approach – Dossier C’	10%
Financial Offer – Dossier D’	20% [a+b]
(a) Proposed fee cap	10%
(b) Weighted Hourly Rate	10%
<b>TOTAL</b>	<b>100%</b>

The Weighted Hourly Rate will be calculated as the weighted average of the proposed hourly rates per qualification level, as described under paragraph 4.4. (ii), multiplied by the corresponding weight factor, as provided in the table below:

<b>Qualification Level</b>	<b>Weight Factor</b>
Partner	<b>40%</b>
Senior Associate	<b>40%</b>
Associate	<b>20%</b>



- 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, as deemed necessary. 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@growthfund.gr](mailto:tender@growthfund.gr) (for the attention of Ms. **Anna Giannoulaki**), marked **"PORT OF ELEFSINA SUBCONCESSION: REQUEST FOR PROPOSALS TO ACT AS LEGAL ADVISOR"**. 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@growthfund.gr](mailto: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.
- 5.6.** 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 Dossier D'. The Interested Parties who fail to comply with the above requirements will be disqualified. 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.
- 5.7.** The Proposals must be submitted and received **by no later than February 27th, 2026, 15:00, Athens time (GMT + 2)**. 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.** The award of the assignment is subject to the conclusion of a written contract or engagement letter (the **"Contract"**), which shall include, at least, the terms stated in the attached **Annex II**, which forms an integral part of this Request for Proposals.



- 5.10.** 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 5.8 - 5.10 of this Request for Proposals shall apply.

## **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 policies, 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 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, in accordance with the applicable law and the Procurement Regulation, to extend and/or amend the engagement with the Advisor in order to include complementary services which may be required and cannot be identified today, but which shall prove to be inseparable from the original engagement, or which may be absolutely necessary for the completion of the assignment.
- 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 rules of the Tender Process and of this Request for Proposals by the candidates; each candidate fully accepts without any reservation the terms and conditions of the Request for Proposals, recognizes the legitimacy thereof, and acknowledges that it is fully apprised of local conditions, of the applicable regulations and of the contractual and organizational framework within which the Growthfund operates, as well as 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 Tender Process and/or this 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 in the course of the Tender 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.

**6.9. Personal Data**

In the context of the submission and / or evaluation of a specific Proposal, the Growthfund may collect and process personal data (such as personal data of legal representatives / staff of the Interested Party, etc.) as data controller, if required. Any such processing shall be carried out as set forth in the Growthfund 's "Policy for the processing of Personal Data-Information Notice", which can be found 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 Growthfund 's "Policy for the processing of Personal Data-Information Notice" 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 the 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.

## 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 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 a Legal Advisor to the Growthfund in relation to the development of the port of Elefsina through a subconcession of commercial port activities, dated February 10<sup>th</sup>, 2026 (the "**Request for Proposals**"), that:

1. I / the Interested Party and the members of Interested Party's project team do not have (a) a conflict of interest in connection with the Services and/or (b) any relationship of economic or of any other nature with the Company and/or any third party which is conflicting with the Services and/or the Transaction and/or (c) any relationship of economic or of any other nature with any company operating private port infrastructure within the greater land zone of the Elefsina Port in the last 12 months prior to the date of the Request for Proposals, which is conflicting with the Services and/or the Transaction. Such 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.
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. I/the Interested Party (a) have/has fully and unreservedly accepted the terms of the Request for Proposals; (b) have/has carefully read, prior to the submission of the Proposal, the Growthfund's "Policy for the processing of Personal Data-Information Notice" which forms an integral part of the Request for Proposals and agree with its content.
4. The Interested Party has informed the natural persons whose personal data may be transmitted by the Interested Party to the Growthfund for such transmission as well as in relation to the content of the Growthfund's "Policy for the processing of Personal Data-Information Notice" and has

received their explicit consent (if required by applicable provisions) to the transmission of their personal data to the Growthfund, in accordance with said Policy.

5. 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**

### **CONTRACT BASIC TERMS**

The Contract (or Engagement Letter) shall include, at least, the terms stated below:

#### **a. Liability**

Except in cases of force majeure, the Advisor 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 Advisor 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 Advisor does not acquire towards Growthfund'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 Advisor is a consortium, all members of the consortium shall be liable jointly and severally under the Contract.

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

The Advisor 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 the Growthfund or any third party related to the subject matter of the Contract. The Advisor has the same obligation in connection with all members of the Project Team and all subcontractors engaged by the Advisor 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 the Growthfund, in writing, without delay. The Advisor 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 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 Contract and which are explicitly indicated in writing as confidential, with the exception of information that is publicly available.

The Advisor 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 Advisor, as well as all members of the Project Team and all subcontractors engaged by the Advisor in the implementation of the Contract shall be bound by the confidentiality obligations stipulated hereunder 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 Reports and 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 documents, contractual documents, reports, opinions, recommendations, studies, presentations and other documentation) including industrial and intellectual property rights, and of other documents relating to the Contract, shall be vested in the Growthfund.

*(ii) Pre-existing rights*

Pre-existing material is any material, document, technology or know-how which exists prior to the Advisor 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. The 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 Contract.

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

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

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

The Advisor shall warrant that the 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 of the Contract.

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

**e. Payment**

The Growthfund shall pay all fees to the Advisor 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 Advisor 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 the Growthfund has given its prior written consent thereto.

**g. Suspension & Termination**

**(i) 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 Advisor's services under the Contract (before its termination), upon prior written notice to the Advisor, as will be specified in the Contract. In such case of suspension, the Contract will be extended for a time period equal to the time period of the suspension.

**(ii) Termination of the Contract.**

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

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

The Advisor 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 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**

(i) Whole Agreement

Unless otherwise explicitly provided in the Contract, the Contract shall constitute the entire agreement between the Growthfund and the 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 Contract.

(ii) 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.

**ANNEX III**  
**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

## 1. COMPANY MISSION AND VISION

Growthfund is a holding company established to serve a specific public purpose. It operates in the public interest and in accordance with private economy rules. The Company's long-term vision is to enhance the value and improve the performance of the portfolio of assets it manages, by assessing and promoting the best available strategies and by aiming for operational efficiency.

Furthermore, the Company promotes reforms of public undertakings through restructuring, best corporate governance, and transparency, and by fostering accountable administration, social responsibility, and innovation. To achieve its purpose, the Company acts in an independent and professional manner, with warranties for full transparency and a long-term vision, aiming at enhancing the value of its portfolio, as well as creating and contributing resources:

- for the implementation of Greece's investment policy and the realisation of investments that contribute to the enhancement of the growth of the Greek economy, and
- for the reduction of the financial obligations of the Hellenic Republic.

Growthfund's vision is to:

- establish good working relationships and effective consultation processes with stakeholders in its internal and external environments, including citizens;
- foster the reputation of an organisation that implements high transparency and accountability rules; and
- develop an organisational culture based on merit, diversity, equality, and effectiveness both within Growthfund and its subsidiaries.

The method by which we carry out our work, our behaviour towards our colleagues, partners and all stakeholders, has a particularly significant impact on the achievement of our mission and vision.

## 2. OUR PRINCIPLES AND VALUES

To achieve Growthfund's mission and vision, a framework of principles and values is required, which govern our daily conduct and practices, and determine our responsibilities while we exercise our duties.

### 2.1 Public interest

We commit to better management and development of public property, aiming at creating long-term value, increasing revenues for the state, and providing better services to citizens.

#### **2.2 Integrity**

We act with integrity, honesty, and diligence in all our activities, defending the Company and the public interest, beyond any personal or other private gain. We behave in an objective manner, not permitting conflicts of interest, and third-party influence of our professional judgement.

#### **2.3 Transparency, accountability, and consultation**

We operate with transparency, accountability, and open communication, information, and consulted with all stakeholders. We aim to build and strengthen trust with citizens in the procedures and operation of HCAP and its subsidiaries.

#### **2.4 Effectiveness and innovation**

We promote efficiency and innovation in all our activities. We aim to soundly and swiftly implement the strategy and decisions. We encourage the development of new solutions and ideas that add value and improve the quality of services to citizens.

#### **2.5 Meritocracy and social responsibility**

We act based on a merit, promoting diversity, and ensuring equal treatment and opportunities in the workplace, while not allowing prejudices.

We must all understand and share the principles and values of the Company, act responsibly towards the Company and society as a whole, and behave in a manner that falls within the framework of professional and business ethics, which do not harm the image, reputation, and work of Growthfund.

### **3. PURPOSE AND SCOPE OF THE CODE**

The Code guides our daily business conduct. It sets out with clarity the moral principles and values, as well as the internal rules of conduct and ethical behaviour that must be observed by all those who have a working relationship or partnership with Growthfund. Compliance with and adherence to the values, principles, and rules of the Code is a collective responsibility we all share.

The Code also sets out guidelines for the Growthfund subsidiaries, which establish and implement independent policies and procedures to comply with their requirements, always in accordance with the principles, values, and rules of this Code.

It should also be stressed that the Code is complemented by relevant Company policies, instructions, and procedures. In any case, it is not possible to accurately address all possible situations and behaviours, so we are all obligated show good judgment and avoid what might just seem as inappropriate behaviour.

In order to ensure compliance with the Code, all of us, regardless of when we were hired at Growthfund, are required to fully acquaint ourselves with its rules and principles, to train accordingly, and to commit to its adherence by signing the attached Personal Commitment.

#### **4. CORPORATE GOVERNANCE AND COMPLIANCE**

Growthfund maintains high standards of corporate governance and transparency. It complies with all legal requirements governing the management and control of the company, while it has also adopted, through the Corporate Governance Code, the best international practices and recognised standards of good and responsible governance and operation.

Compliance with current Greek and European legislation is a key requirement. Beyond that, we all must abide by the relevant policies and procedures established by the Company. We all need to know the rules that govern our daily work and if questions and doubts arise about the performance of our duties and tasks, we should address the Company's Compliance Director and the Legal Service.

#### **5. STANDARDS OF BEHAVIOUR**

We all have an obligation to cultivate and establish a stable, modern, and healthy corporate environment that promotes the work of Growthfund and is characterised by the principle of equality (especially with regard to gender), respect for individual rights, as well as respect for diversity.

We must therefore behave with respect and dignity towards our colleagues and associates, and not tolerate any form of discrimination and harassment in the workplace. This is how we ensure an environment that provides equal growth and career development opportunities for all – a key requirement for healthy business activity, and social cohesion and progress.

The image of the Company is directly linked to the behaviour each of us displays. We must therefore all behave in a manner which does not harm the business image, good name and reputation of the Company.

#### **6. PERSONAL AND PROFESSIONAL INTEGRITY**

##### **6.1 Conflict of interest**

Given the nature of Growthfund's activity, we must be very careful to avoid and manage cases that constitute or may give rise to a conflict of interest.

A conflict of interest arises when the private or personal interests or relations of an Growthfund executive, employee or associate directly or indirectly compete with the interests of Growthfund or its subsidiaries. Conflict of interest means any situation that may impact in an unfair manner our ability to act in the best interests of Growthfund and its subsidiaries, and in an objective and impartial manner.

It is the obligation we all share, whether in exercising our duties or when carrying out personal activities outside HCAP, to avoid any conflict of interest, and even the impression of creating a conflict of interest. In any case, we are all obligated to

5

investigate possible conflicts of interest in the framework in which we operate. This concerns us, personally, as well as the members of our families.

In order to prevent actual or potential conflicts of interest, Growthfund has prepared relevant conflict of interest policies both for the members of the Supervisory Board and of the Board of Directors, as well as for the other executives, employees, and associates of Growthfund, which describe the rules and procedures for identifying and managing such situations. We all need to be aware of the relevant Growthfund policy applicable in each case. We must also promptly notify the Company's Compliance Director in writing of our significant personal interests, which may be impacted by transactions or decisions of Growthfund, as well as any other conflict of personal interests which may arise during the exercise of our duties.

If someone has reservations or doubts about the situation they are in or believes that it may concern a conflict of interest, they should contact the Company's Compliance Director.

#### **6.2 External employment**

All of us must have HCAP as our top professional priority. According to the current internal staff employment regulations, employment at the Company is of an exclusive nature.

Therefore, we must not professionally provide our services or use our knowledge to engage in any other activity in any way. Furthermore, Growthfund employees may not participate in the management of another legal person or grouping of persons without the Company's prior written approval.

If a person with a dependent employment relationship with Growthfund intends during the course of their employment to acquire interests in, assume obligations on behalf of, or become employed directly or indirectly by, for their own account or on behalf of a third party, a natural person or a legal person, with or without remuneration, they shall inform the competent company instrument and obtain the relevant written approval of the Company.

#### **6.3 Corruption and bribery**

Integrity is a fundamental principle for Growthfund and we must all be determined to maintain the highest standards of ethics and integrity while conducting our activities. All our transactions must be legal and ethical, in accordance with applicable law.

We must not tolerate any form of corruption or any behaviours, acts, or omissions that could endanger or even create the mere suspicion of corruption. We are also all obligated to refrain from any act or omission which could create conditions of unlawful activity.

Any form of promise or provision or offer or acceptance, directly or indirectly, for financial or any personal or other benefit, to/from a public and/or private employee for the purpose of obtaining preferential treatment or business advantage, is expressly prohibited.



We should report to the Compliance Director all incidents of potential corruption and bribery. Whoever commits and/or unfairly silences or conceals the commission of the crime of corruption or bribery while performing their duties shall be held liable under the law and their employment or partnership relationship with the Company shall be terminated.

#### **6.4 Gifts and entertainment**

Exchanging gifts and recreation with external partners, advisors, and other third parties is common practice in the business world; however, it is very important that we maintain a relationship of equal distance.

In this context, it is prohibited to offer or accept gifts, donations, and recreation in any other form and of any interest related to the performance of our duties or which create any obligation or give rise to suspicion of bribery. We should always consider whether the gift or recreation we are providing or receiving may be seen as excessive or inappropriate.

The provision or acceptance of small value non-monetary corporate gifts and recreation is permitted only in the context of normal social decency and business practices, and always in accordance with the Company's relevant policy on gifts and hospitality.

### **7. INFORMATION AND DATA MANAGEMENT**

#### **7.1 Confidentiality**

Maintaining the confidentiality of information and data is of primary importance for Growthfund. We are all committed to observing official and professional secrecy and preserving the confidentiality of non-publicly available information relating to Growthfund, its subsidiaries and information entrusted to Growthfund by third parties. The use and publication of such information is prohibited, unless there is relevant prior written approval by the competent corporate instrument of Growthfund.

We should all be particularly careful and sensitive with regard to confidentiality, data protection, and security issues when using information and communication systems.

#### **7.2 Privacy & personal data security**

Growthfund knows that the personal data of its staff, as well as those entrusted to it by third parties are important, and it protects them with great care and responsibility. Growthfund takes technical and organisational measures to safeguard the privacy of personal data from unauthorised access and unapproved or inappropriate use.

Therefore, we are all obligated to strictly abide by the relevant guidelines and rules on privacy and, in particular, to respect and safeguard the rights of the persons whose data are subject to collection, processing, and use.

For additional guidance we may consult the Company's relevant personal data protection policy. In any case, for any query or clarification concerning personal data, we may address ourselves to the Company's Data Protection Officer.

### **7.3 Communication and disclosure of information**

It is important that HCAP's communication with media representatives, the general public, or other external factors is carried out with accuracy and consistency, and only by designated Growthfund personnel who are authorised to make any form of notification for publication on behalf or in the name of Growthfund.

Unauthorised communication is not allowed due to its serious impact on the image and operation of Growthfund. Therefore, we are not entitled to make statements, announcements, or presentations to third parties on matters that we have become aware of due to or in relation to the services provided, without the prior written approval of HCAP Management. In this context, we all need to be fully informed about Growthfund's communication policy and follow the relevant guidelines and rules.

When using social media, we should understand that the way we present ourselves reflects not only our own image, but also that of the Company. We should therefore be particularly careful as regards expressing opinions and personal beliefs, and not create the impression that these are opinions of the Company or are directly or indirectly linked to it.

### **7.4 Breach of confidentiality and privacy**

Where an executive, employee, or associate of the Company is proven to have disclosed and/or made public information, personally or through third parties, or has not taken care to prevent leaks of confidential information, they shall be fully liable and accountable to the Company. The above violation or negligence constitutes conduct that breaches their contract, it may even violate the law, and results in termination of the employment/partnership relationship with the Company.

### **7.5 Protection of inside and privileged information**

Those of us who, due to our position and capacity in Growthfund, have access to privileged or confidential information, which may affect the price of shares or other financial instruments of any listed company and in particular of Growthfund's subsidiaries, must observe the confidentiality of such information. Accordingly, the disclosure, use, and exploitation of inside/privileged information for making any investment decision or carrying out any transaction for one's own benefit or the benefit of a third party is strictly prohibited. Such unlawful conduct is unlawful and in breach of contract, and entails, without exception, the termination of the employment/partnership relationship with HCAP, and the exercising of criminal prosecution.

### **7.6 Record keeping and transparent financial information**

We are all responsible for ensuring that the financial and general business records are correct, accurate, and complete. This includes all information created or used by

Growthfund. Sound keeping of records enhances the successful and smooth operation of the Company, its prestige, and its credibility.

Growthfund has adopted high levels of transparency and publicity. Growthfund's financial and non-financial information is conducted in accordance with international reporting standards and fully reflects the true picture of its financial condition and performance. The Company's Performance Auditing Framework describes the practice of preparing reports and disclosing information by the Company and its subsidiaries in order to be transparent and to attract investment interest. In order to ensure the soundness, reliability, and validity of the information, the Performance Auditing Framework describes the performance auditing system of the Company and its direct subsidiaries, relating to the management of public property and the quality of the financial information prepared by them.

#### **8. PROTECTION AND USE OF COMPANY ASSETS**

The Company's assets and resources should be managed responsibly and used solely for the intended operational purposes and not for personal gain. Assets include the Company's tangible (buildings, fixed equipment, consumables), intangible (information, trade secrets, designs, intellectual property), and third party assets. Common sense should also prevail, of course, since the Company's policy may also allow for the personal use of certain assets (e.g. use of mobile phones).

All text, documents, and records produced or disclosed to the instruments and personnel, in any form, relating to the activities of the Company and its subsidiaries are the exclusive property of Growthfund. At the termination or expiry of the employment contract or at any time it is requested by the Company, we are required to turn over the materials we used or prepared from time to time.

Therefore, we must all be attentive and diligent in caring for the Company's tangible and intangible assets, in order to ensure their integrity and proper use. In addition to administrative responsibility, which certain executives are entrusted with as regards Company asset security, all of us should be vigilant in pointing out any deficiencies or making relevant proposals.

#### **9. ENVIRONMENTAL RESPONSIBILITY**

Protection of and respect towards the natural environment constitute non-negotiable commitments for Growthfund and its subsidiaries. The Company systematically seeks ways to reduce its environmental footprint through recycling and controlling its consumption of energy and natural resources.

We are therefore all obligated to be particularly sensitive to environmental protection issues and make every effort to save natural resources where possible. We support the recyclable material management programmes run by the Company and contribute to their implementation both personally and by encouraging our colleagues to adopt similar behaviours and tactics.

## **10. VIOLATIONS AND REPORTS**

Violation of the Code of Conduct, relevant legislation, and company directives/policies may have significant impacts both on the perpetrators and on Growthfund.

The Company encourages its executives, employees, and associates to promptly disclose cases of violations and inappropriate behaviour, as well as any act or behaviour that may deviate from what is appropriate as deemed necessary. This is the only way to ensure that the principles and values of Growthfund, as well as the rules of ethical and professional conduct, will continue to be implemented and that the Company will be able to take any corrective actions required. Should we identify any behaviour that is of concern to us, we should report this immediately to the Compliance Director.

The Company takes all reports of potential wrongdoing seriously and, in all cases, the confidentiality of the report is ensured, and a relevant investigation is conducted to ascertain potential wrongdoing. The necessary corrective measures are taken and the relevant penalties enforced for each violation, as determined according to the nature of the violation, the applicable law, and the employment/partnership agreements. The Company will protect those who, in good faith, express a concern or make a report. However, it reserves the right to take whatever measures it deems appropriate against an executive, employee, and/or associate, should it be proven that they deliberately/fraudulently provided false information regarding any violation of the Code and/or applicable law.

For additional guidance on the reporting procedure, we can also consult the Company's relevant guideline on reporting failures.

## **11. APPROVALS AND QUERY RESOLUTION**

According to the Code some situations require the prior approval by the competent corporate instrument of Growthfund. In this case we must contact the Compliance Director and/or the Legal Department to guide us accordingly.

For any questions or doubts regarding compliance with the Code, you can consult with the Company's Compliance Director, who is responsible for managing issues that may arise during its implementation.

**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.