

**Invitation for the submission of Non-Binding Offers for the participation in the process for the sale of a performing and non-performing unsecured retail and small business loan portfolio**

**I. TRANSACTION OVERVIEW**

**1. Definitions**

For the purpose of this Invitation the terms in capitals shall have the following meaning:

- **«1<sup>st</sup> Bid Price»** means the minimum financial consideration which shall be paid by the transferee for the acquisition of the Aeolus Portfolio as determined by an independent third party appointed by PQH and approved by the Special Liquidation Committee, which shall be not communicated to the Interested Parties throughout the Tender Process.
- **«Aeolus Portfolio»** means the portfolio of performing and non-performing unsecured retail and small business loans and the relevant claims and any in rem securities;
- **«Annex»** means any of the annexes to this Invitation;
- **«Banking Law»** means the Greek Law No. 4261/2014 (Gov. Gaz. A 107) as currently in force;
- **«Binding Offer»** means the financial bid submitted by any Interested Party, in accordance with paragraph 5.2 of Section I herein;
- **«Cut-Off Date»** means 30<sup>th</sup> June, 2018;
- **«Final Binding Offer»** means the best and final financial bid submitted, in accordance with paragraph 5.2 of Section I herein, for the acquisition of the Aeolus Portfolio;
- **«Financial Consideration»** means the total amount in Euro offered by the Preferred Investor as per its Final Binding Offer;
- **«Folder A»** means, in respect of the Non-Binding Offer, a sub-folder containing the Participation Documents to be submitted by the Interested Parties;
- **«Folder B»** means, in respect of the Non-Binding Offer, a sub-folder containing the Non-Binding Financial Offer to be submitted by the Interested Parties;
- **«Institutions»** has the meaning set forth under paragraph 4 of Section I herein;
- **«Interested Party»** means any legal entity, consortium of legal entities or joint venture interested in participating in the Tender Process;
- **«Invitation»** means the present invitation for the submission of Non-Binding Offers for the participation in the Tender Process;
- **«Morgan Stanley»** means Morgan Stanley & Co. International plc, within its capacity as financial advisor in respect of the Tender Process;
- **«Non-Binding Offer»** means the Folder A and the Folder B, including all information and documents submitted via e-mail and by post or in person by the Interested Parties under the terms and conditions of this Invitation and under paragraph 5.1 of Section I herein;

- **«Non-Disclosure Agreement»** means the confidentiality undertaking to be signed by an Interested Party in order to receive the Process Letter-Phase 1 and have access to the VDR in accordance with paragraph 5.1 of Section I herein, annexed to the present (Annex A);
- **«NPL Law»** means the Greek law 4354/2015 (Gov. Gaz. A 173), as in force;
- **«Participation Documents»** means the documents required to be submitted in order for the Interested Parties to participate in the Tender Process, as those are set in Section III below;
- **«Phase 1»** has the meaning set forth under paragraph 5.1 of Section I herein;
- **«Phase 2»** has the meaning set forth under paragraph 5.2 of Section I herein;
- **«PotamitisVekris»** means POTAMITISVEKRIS Law firm, within its capacity as legal advisor in respect of the Tender Process;
- **«Privacy Notice»** means the informative notice and the consent form to be signed by the Representative(s) of each Interested Party as annexed in the present (Annex D) in respect of the processing of the Representative(s)' personal data by PQH in accordance with the provisions of the data protection legislation;
- **«PQH» or «the Special Liquidator»** means the joint stock company under the name "PQH Single Special Liquidation Société Anonyme" within its capacity as Special Liquidator of seventeen (17) credit and financial institutions under special liquidation by virtue of decision under no. 182/1/4.4.2016 of the Credit and Insurance Committee of the Bank of Greece;
- **«Preferred Investor»** means one of the Shortlisted Investors who will be nominated by the Special Liquidator as the transferee of the Aeolus Portfolio and will sign the SPA following the process specified below;
- **«Process Letter-Phase 1»** means the letter that shall be forwarded by Morgan Stanley to the Interested Parties which have executed the Non-Disclosure Agreement and the Solemn Declaration I and shall detail the specific requirements and procedure to follow;
- **«Process Letter-Phase 2»** means the letter that shall be forwarded by Morgan Stanley to the Shortlisted Investors at the beginning of Phase 2 and shall detail the specific requirements and procedure to follow;
- **«Representative»** means the legal representative of an Interested Party or the person duly authorized to represent such party, as appointed in accordance with the law and the relevant articles of association and / or the corporate documentation and the laws of the country of establishment of such party;
- **«Sales Regulation»** has the meaning given in paragraph 2 of Section I below;
- **«Shortlisted Investors»** means the Interested Parties selected by PQH to participate in Phase 2;
- **«Solemn Declaration I»** means the solemn declaration pursuant to Law 1599/1986, as annexed in the present (Annex B), confirming the fulfillment of the participation prerequisites set forth under Annex B, in order for any Interested Party to be provided with access in the VDR in accordance with paragraph 5.1 of Section I herein;
- **«Solemn Declaration II»** means the solemn declaration pursuant to Law 1599/1986, as annexed in the present (Annex C) confirming the fulfillment of the participation prerequisites set forth under Annex C, in order for any Interested Party to submit a Non-Binding Offer, in accordance with paragraph 5.1 of Section I herein;

- «**SPA**» means the agreement on the sale and assignment of the receivables and the rights relating thereto pertaining to the Aeolus Portfolio;
- «**Special Liquidation Committee**» means the committee provided for in article 146 of Law 4261/2014;
- «**Tender Process**» means the international tender process with respect to the sale of the Aeolus Portfolio, by means of which the Preferred Investor shall be selected by PQH based on the Financial Consideration;
- «**Transaction**» means the acquisition of the Aeolus Portfolio in exchange of payment of the Financial Consideration, as will be provided for in the SPA; and
- «**VDR**» (**Virtual Data Room**) means the electronic data room in which the Interested Parties will gain access to, following the completion, signing and returning of the Non-Disclosure Agreement, the Solemn Declaration I and the Privacy Notice(s) to PQH in accordance with paragraph 5.1 of Section I herein.

## 2. Introduction

By virtue of decisions of the Credit and Insurance Committee of the Bank of Greece the license of the Institutions was revoked and the Institutions were placed under special liquidation.

PQH was appointed as special liquidator of the Institutions in April 2016 and is subject to the supervision of the Bank of Greece.

PQH submitted to the Bank of Greece a Regulation for the sale of assets as required by article 5 of Decision no. 221/3/17.3.2017 of the Credit and Insurance Committee of the Bank of Greece (“**EPATH**”) and the decision of EPATH no. 180/3/22.2.2016, as amended by the decision of EPATH no. 221/4/17.3.2017 (Gov. Gaz. B 971), supplemented by decision of EPATH no. 221/19/17.3.2017 (Gov. Gaz. B 971) and in force, which was approved by virtue of decision under no. 302/3/8.3.2019 of the Credit and Insurance Committee of the Bank of Greece and currently in force (the “**Sales Regulation**”).

Morgan Stanley has been mandated by PQH, on behalf of the Institutions, in connection with the Tender Process. Morgan Stanley will act on behalf of PQH for any communication during the Tender Process.

PotamitisVekris has been mandated by PQH, on behalf of the Institutions, in connection with the Tender Process. PotamitisVekris will act as legal advisor on behalf of PQH for any issue related to the Tender Process.

## 3. Transaction structure

Through this Invitation, PQH invites Interested Parties to submit their offer for the acquisition and purchase of the Aeolus Portfolio as per the provisions of NPL Law and in accordance with the procedure entailed herein.

#### 4. Summary description of the assets for sale (Aeolus Portfolio)

The Aeolus Portfolio comprises a diversified collection of loan agreements and the relevant claims, from the following credit institutions under liquidation:

- (a) **AGRICULTURAL BANK OF GREECE SA UNDER SPECIAL LIQUIDATION**, having its registered office at Katechaki 61a & Vrana, Athens, 11525, Greece and tax registration number 094326270, Tax Office: Commercial Companies' Athens (DOY FAE Athinon).
- (b) **HELLENIC POSTBANK SA UNDER SPECIAL LIQUIDATION**, having its registered office at Katechaki 61a & Vrana, Athens, 11525, Greece and tax registration number 090038000, Tax Office: Commercial Companies' Athens (DOY FAE Athinon).
- (c) **PROTON BANK UNDER SPECIAL LIQUIDATION**, having its registered office at Katechaki 61a & Vrana, Athens, 11525, Greece and tax registration number 099877056, Tax Office: Commercial Companies' Athens (DOY FAE Athinon).
- (d) **PROBANK UNDER SPECIAL LIQUIDATION**, having its registered office at Piraeus 78, Moschato, Athens, 18346, Greece and tax registration number 099877019, Tax Office: Commercial Companies' Piraeus (DOY FAE Peiraid).
- (e) **FBBANK UNDER SPECIAL LIQUIDATION**, having its registered office at Katechaki 61a & Vrana, Athens, 11525, Greece and tax registration number 999931359, Tax Office: Commercial Companies' Athens (DOY FAE Athinon).
- (f) **PANELLINIA BANK UNDER SPECIAL LIQUIDATION**, having its registered office at Mesogeion 290, Holargos, Athens, 15562, Greece and VAT number 999984630, Tax Office: Commercial Companies' Athens (DOY FAE Athinon).
- (g) **ACHAIKI COOPERATIVE BANK UNDER SPECIAL LIQUIDATION**, having its registered office at Patreos 6, Patra, 26332, Patra, Greece, and tax registration number 096113223, Tax Office: C Patras (DOY G Patron).
- (h) **COOPERATIVE BANK OF LAMIA SYN.P.E. UNDER SPECIAL LIQUIDATION**, having its registered office at Athanasiou Diakou 1, Lamia, 35100, Greece and tax registration number 096005156, Tax Office: Lamia (DOY Lamias).
- (i) **COOPERATIVE BANK OF LESVOS – LEMNOS SYN.P.E. UNDER SPECIAL LIQUIDATION**, having its registered office at Pl. Kountouriotou 75, Mitilini, Greece and tax registration number 096242881, Tax Office: Mitilini (DOY Mitilinis).
- (j) **COOPERATIVE BANK OF DODECANESE SYN.P.E. UNDER SPECIAL LIQUIDATION**, having its registered office at Kameirou 76, Rhodes, 85100, Greece and tax registration number 096237510, Tax Office: Rhodes (DOY Rodou).
- (k) **COOPERATIVE BANK OF EVIA SYN.P.E. UNDER SPECIAL LIQUIDATION**, having its registered office at Velissariou 2, Chalkida, 34100, Greece and tax registration number 096123566, Tax Office: Halkida (DOY Chalkidas).
- (l) **COOPERATIVE BANK OF WESTERN MACEDONIA SYN.P.E. UNDER SPECIAL LIQUIDATION**, having its registered office at Tzontza 3, Kozani, 50100, Greece and tax registration number 096189647, Tax Office: Kozani (DOY Kozanis).
- (m) **COOPERATIVE BANK OF PELOPONNESE SYN.P.E. UNDER SPECIAL LIQUIDATION**, having its registered office at Adeimantou 41, Corinth, 20100, Greece and tax registration number 096158148, Tax Office: Corinth (DOY Korinthou)

More particularly, the Aeolus Portfolio consists of c. 175k borrowers, c. 220k contracts and c. 230k loans and has an aggregate outstanding total exposure of c. Euro 2.4Bn, of which c. Euro 1Bn is principal, as of 30<sup>th</sup> June 2018.

The Aeolus Portfolio consists of unsecured claims (primarily consumer loans, credit cards and small business loans) originated by the above 13 credit institutions under liquidation (with a relatively high concentration around ATE Bank) and are managed since April 2016 by PQH in its liquidator capacity.

## **5. Tender Process overview and description**

The Tender Process shall take the form of an auction, which shall be conducted in two (2) phases, namely a Non-Binding Offers Phase ("**Phase 1**") and a Binding Offers Phase ("**Phase 2**"), as follows.

The Tender Process will take place in accordance with the Banking Law and the decision of EPATh no. 180/3/22.2.2016 (Gov. Gaz. B 717), as amended by the decision of EPATh no. 221/4/17.3.2017 (Gov. Gaz. B 971), supplemented by EPATh no. 221/19/17.3.2017 (Gov. Gaz. B 971), and the decision of EPATh 221/3/17.3.17 as well as in accordance with the Sales Regulation.

### **5.1 Non-Binding Offers Phase ("Phase 1")**

Interested Parties are requested to complete, sign and return (a) the Non-Disclosure Agreement, (b) the Solemn Declaration I and the Representative(s) of any Interested Parties are requested to complete, sign and return the Privacy Notice(s), via e-mail, addressed to the **PQH Sale Committee (LiqCom\_Aeolus@pqh.gr)**, marked "Highly Confidential: Project Aeolus Phase 1 NDA" and copying Noreen.Whyte@morganstanley.com. A hard copy of the Non-Disclosure Agreement, the Solemn Declaration I and the Privacy Notice(s) should also be sent to the address noted below:

*PQH Sale Committee - Project Aeolus*

*Gravias 3, Marousi 151 25, Greece*

The Non-Disclosure Agreement and the Solemn Declaration I should both be signed by the Representative(s) or, in the case of a consortium of legal entities, by each member of that consortium or their Representatives, for PQH to provide the Interested Party with information on the assets under sale, as provided below.

The Representatives of each Interested Party and, in the case of a consortium, the Representatives of each member whose personal data will be notified to PQH for the purposes of participation in the Tender Process, are required to sign the Privacy Notice. Following the submission of the Non-Disclosure Agreement, the Solemn Declaration I and the Privacy Notice(s) and their examination by PQH, Interested Parties will gain access to the VDR and receive the Process Letter - Phase 1 outlining the details of Phase 1, the process for the selection of the Shortlisted Investors and certain information regarding Phase 2.

Interested Parties are invited to express their interest to participate in the Non-Binding Offers – Phase 1 by submitting the Participation Documents and the Non-Binding Financial Offer, as specified below under Section III.

In case an Interested Party has not submitted all documents or has submitted documents that do not meet the terms and conditions of the Invitation, such party may not participate in Phase 2 of the Tender Process (Binding Offers Phase).

All Non-Binding Offers should be submitted via e-mail no later than 12pm UKT on 23 August 2019 and addressed to **PQH Sale Committee (LiqCom\_Aeolus@pqh.gr)**, marked "Highly Confidential: Project Aeolus Phase 1 Non-Binding Offer" and copying Noreen.Whyte@morganstanley.com.

Non-Binding Offers must be duly submitted strictly before the deadline. Under no circumstances will late Non-Binding Offers be either examined or accepted by PQH.

The Non-Binding Financial Offer should be password protected.

The Non-Binding Offer must also be submitted sealed and in hard copy either by post or in person to the following address:

*PQH Sale Committee - Project Aeolus*

*Gravias 3, Marousi 151 25, Greece*

PQH shall evaluate the Interested Parties based on the conditions stipulated by NPL Law and the Sales Regulation. Only the Non-Binding Offers submitted by Interested Parties that fulfill all the participation requirements set forth herein and whose Non-Binding Financial Offer exceeds the 1<sup>st</sup> Bid Price will be assessed by PQH's Sales Committee for the selection of the Shortlisted Investors. In case of a consortium of legal entities, each member of the consortium is required to fulfill all the participation requirements.

The 1<sup>st</sup> Bid Price has been validated by the Special Liquidation Committee and will remain confidential throughout the Tender Process. Both the 1<sup>st</sup> Bid Price and the Tender Process have been approved by the Bank of Greece and the Special Liquidation Committee, as prescribed in the relevant regulations.

## **5.2 Binding Offers Phase (the "Phase 2")**

Phase 2 includes the procedure for the submission of the Binding Offers, their assessment by PQH, and the selection of the Preferred Investor.

A Process Letter - Phase 2 will be provided to Shortlisted Investors at the beginning of Binding Offers - Phase 2, which will detail the specific requirements, the procedure to be followed (including timelines) and other relevant information in respect of the Binding Offers - Phase 2.

In the event no Binding Offer exceeds the 1<sup>st</sup> Bid Price, PQH shall cancel the Tender Process, without any liability whatsoever towards the participants in the Tender Process.

In case there are more than one Binding Offers that are equal to or exceed the 1<sup>st</sup> Bid Price, PQH shall prepare a report (a) including details of the specific process and (b) stating the two (2) Shortlisted Investors having offered the two (2) highest financial considerations. Then PQH shall request from these Shortlisted Investors having offered the two (2) highest financial considerations to provide the Final Binding Offers. Following the receipt of the Final Binding Offers, PQH shall award the Aeolus Portfolio

to the Shortlisted Investor that has offered the highest Final Binding Offer. In case there is only one (1) Binding Offer, PQH shall award the Aeolus Portfolio to that bidder provided that the related Binding Offer exceeded the 1st Bid Price and fulfilled the participation prerequisites set forth herein.

In any case, PQH shall promptly, after the selection of the Preferred Investor, submit to the Special Liquidation Committee its request regarding the granting by the Special Liquidation Committee of its assent in respect of the sale of the Aeolus Portfolio to the Preferred Investor.

The execution of the SPA is subject to the Special Liquidation Committee granting of its assent for the completion of the Transaction with the Preferred Investor.

The Institutions and the Preferred Investor shall execute the SPA at a place and time determined in the Process Letter - Phase 2 and the Preferred Investor shall pay the agreed advance payment.

Within the context of the Sales Regulation, the Liquidator reserves the right, without providing any justification, to conduct the Tender Process as it sees fit and therefore to vary or terminate the Tender Process envisaged by this document (whether generally or in respect of any Interested Party) at any time and end conversations with any or all Interested Party(-ies) at any time, without any liability whatsoever towards the participants in the Tender Process.

## II. INDICATIVE TIMETABLE

The Tender Process is expected to generally follow the below timetable:

<b>Milestones</b>	<b>Date</b>
Publication of Invitation for Non-Binding Offers	12 July 2019
VDR available	15 July 2019
Deadline for submission of Non-Binding Offers	23 August 2019
Launch of Binding Offers Phase (Phase 2) – Delivery of the Process Letter - Phase 2 to Shortlisted Investors	9 September 2019
VDR Phase 2 available	9 September 2019
Submission of Binding Offers	25 October 2019
Submission of the Final Binding Offer following selection of the 2 highest Binding Offers	31 October 2019
Selection of the Preferred Investor and necessary approvals	during November 2019
Expected SPA signing	29 November 2019



It must be noted that the timetable is indicative and PQH reserves the right to amend the relevant dates and/or postpone the procedure in each phase.

### III. PARTICIPATION DOCUMENTS AND INFORMATION OF NON-BINDING FINANCIAL OFFER

#### 1. Participation Documents

Folder A of the Non-Binding Offer shall include the following information/documents:

- a. a brief profile of the legal entity (or entities) that is submitting the Non-Binding Offer, including details of the ultimate beneficial ownership interests in that entity (or entities);
- b. the legal structure of the proposed purchaser, including confirmation as to whether any guarantee is being offered in respect of the obligations of the proposed purchaser (if the purchaser is an SPV or entity of minimal substance a guarantee or equivalent will be required);
- c. any prior experience that the Interested Party might have in acquiring, owning and/or managing similar assets;
- d. proof of establishment of the Interested Party;
- e. duly signed solemn declaration of law 1599/1986 (the "**Solemn Declaration II**") or other equivalent document provided in the jurisdiction of the participant bearing certification of signature and apostille (in case it is executed in another jurisdiction), confirming that (1) the Interested Party has reviewed and irrevocably and fully agrees to the terms of the envisaged process, (2) the Representatives and the Interested Party have not been convicted for any serious offence related to their business activity, (3) the Interested Party is not bankrupt, under special liquidation, under compulsory receivership, under an arrangement with creditors or under any similar situation, (4) the Interested Party is not subject to the proceedings for a declaration of bankruptcy, liquidation, compulsory receivership, an arrangement with creditors or of any other similar proceedings, and (5) the Interested Party has no outstanding tax or social contribution liabilities;
- f. certified articles of association and documents that prove legal representation of the Interested Party;
- g. public announcements from the Interested Party's company registry regarding all of the above or other equivalent documents;
- h. criminal records certificate of the Representative(s) of the Interested Party;
- i. certificates issued by a competent Court or other competent authority proving that the Interested Party has not entered into bankruptcy, resolution, special administration, insolvency settlement or other similar proceedings; and
- j. certificates of tax and social contribution clearance or other equivalent documents.



In the case of a consortium of legal entities, all the aforementioned documents are submitted for every member of the consortium and respective members would also need to submit the following:

- i. approval from the relevant authority that they are eligible to participate in the Tender Process;
- ii. allocation of the roles and responsibilities of each member in the consortium;
- iii. the way of co-operation among the members of the consortium;
- iv. nomination of the lead member of the consortium; and
- v. proxy representation proof in case the submitted documents are not signed by all the members of the consortium.

The above documents must be provided as originals or certified (by a competent authority/body of the jurisdiction of establishment of the relevant participant), or by a lawyer having a statutory right to do so under the laws of the jurisdiction in which it properly practices his/her profession.

Documents issued by public authorities or notaries shall be accompanied by apostille certification, unless such requirement is waived by law.

Documents originally drafted in languages other than English or Greek must be accompanied by translations in English or in Greek.

## **2. Non-Binding Financial Offer**

Folder B of the Non-Binding Offer shall include the following information:

### **A. Value and Consideration**

Please note that the economics of the Aeolus Portfolio will be transferred from the Cut-Off Date (i.e. all recoveries in relation to the Aeolus Portfolio after such date will be attributed to the purchaser) with Financial Consideration assumed to be paid on the completion of the Transaction.

- The amount (in Euro) that the Interested Party is prepared to pay for the acquisition of the Aeolus Portfolio in cash, broken down with granularity as will be detailed in accordance with the bid template to be provided in due course. The Interested Parties should also consider providing a brief outline of the approach and the assumptions employed by the Interested Party in order to reach this Financial Consideration.
- The aforementioned amount that the Interested Party is prepared to pay for the acquisition of the Aeolus Portfolio should be a specific number and not a range. Where a range is provided, the Financial Consideration for the acquisition of the Aeolus Portfolio will be assumed to be the lowest figure.

### **B. Financing and funding considerations**

The Interested Party should indicate whether it anticipates purchasing the Aeolus Portfolio with third party financing or on an all-equity basis. The Interested Party

should also provide the following:

- Details of its finance provider(s); and
- Details of the source(s) of equity including the identity and proportionate commitment of the equity providers together with confirmation that the required funds are available.
- Confirmation that the purchase of the Aeolus Portfolio will be cash funded in Euro to be transferred at completion of the Transaction.

### **C. Servicing**

The Interested Party should indicate the expected timing required from signing to completion in order to acquire the Aeolus Portfolio.

The Interested Party should also indicate who it proposes would act as servicer of the Aeolus Portfolio under the NPL Law post-closing and confirm that the proposed servicer has the appropriate servicing license in place.

### **D. Required Approvals**

The Interested Party should identify clearly all conditions (including any regulatory approvals that may be required) which the execution of the SPA and completion of the Transaction would be subject to and the timing for obtaining each such approval and consent.

The Interested Party should provide a description of the level of review and approval that the Transaction is subject to within its organisation.

### **E. Material Conditions**

The Interested Party should specify any material conditions, terms or assumptions attached to the Non-Binding Offer and its proposal in respect of the satisfaction of such conditions as well as the anticipated timing.

### **F. Contact Details and Advisors**

The Interested Party should provide a list of key contacts and advisors for the Transaction with an indication of the primary contact for all communication in relation to the Non-Binding Offer. In addition, details of any advisors that the Interested Party intends to appoint as part of the Transaction, including legal counsel, financial advisors, consultants, accountants and taxation advisors should be included.

### **G. Additional Information**

The Interested Party should provide details of any other aspects of the Non-Binding Offer which it believes are relevant to the Liquidator's evaluation of the Non-Binding Offer.

#### **IV. DISCLAIMER - LEGAL NOTICE**

The Interested Parties' participation in the Tender Process shall mean the unconditional acceptance of the terms and conditions of this Invitation on their part, which are all deemed to be material. Breach by any Interested Party of any of the terms and conditions stipulated herein shall be deemed to be a material breach of the Tender Process and shall entitle PQH to disqualify such party from any phase of the Tender Process. Any express or implied provision to the contrary included in the Non-Binding Offer shall lead to the disqualification of the relevant Interested Party and the rejection of its Non-Binding Offer.

Unless explicitly permitted by the provisions thereof, Interested Parties are not allowed to engage into any kind of communication with PQH or any of the directors, officers, employees, professional advisors and agents in relation to the Tender Process and the Transaction.

PQH may at any time require from the Interested Parties further clarifications and/or supplemental information on documents already submitted.

No representation, warranty or undertaking, expressed or implied is or will be made by PQH, or its advisors, or any agents, servants, officers or affiliates in relation to the accuracy, adequacy or completeness of this document and the documents to be provided to the participants in respect of the Aeolus Portfolio and the Transaction.

No responsibility or liability is or will be accepted by either PQH or its advisors, agents, servants, officers or affiliates in respect of any error or misstatement in, or omission from, this document. No person acquires any right or claim for compensation or other remedy from this Invitation or from their participation in the Tender Process, against PQH or its advisors for any reason or cause.

No information contained in this document forms the basis for any warranty, representation or term of any contract by PQH or any of their advisors, with any third party.

The present document is not intended to form the basis of any investment decision or investment recommendation made by PQH or any of its respective advisors and does not constitute the giving of investment advice by PQH or any of their respective advisors. Each legal or natural person to whom the document is made available must make their own independent assessment after making such investigation and taking such professional advice, as they deem necessary.

The issuance of the present document in no way commits PQH to proceed with the Transaction. PQH reserves the right to amend the terms of, postpone or terminate the Tender Process without prior notice, to reject any or all of the Non-Binding Offers and to terminate discussions with any or all Interested Parties at any time. In particular, within the context of the Sales Regulation, PQH reserves the right at any time to postpone or cancel the Tender Process, amend the timetable, as well as the terms and conditions of the present Tender Process or to resume the Tender Process at its absolute discretion and without bearing any responsibility towards any Interested Parties in accordance with EPATh no. 180/3/22.2.016, as in force.



In furnishing this document, PQH and their respective advisors undertake no obligation to provide Interested Parties with access to any additional information or to update the document or to correct any inaccuracies therein which may become apparent.

All Non-Binding and Binding Offers are made at the risk of the Interested Parties.

Interested Parties should be aware that the national and European legislation applying to the present Tender Process may be amended.

This Invitation may not be reproduced, copied or stored in any medium, in whole or in part, without the prior written consent of PQH, other than as strictly required for the preparation of a response to this Invitation.

A submission of a Non-Binding Offer by any Interested Party shall mean that the Interested Party agrees that PQH may, in its discretion, disclose its or their identity.

If required by law, regulation or order of a court or regulatory body or other governmental authority, PQH and/or their advisors may be required to disclose certain information and/or documents relating to the Non-Binding Offers. Furthermore, PQH and/or its advisors may be obliged to disclose information they hold in relation to the Non-Binding Offers received in response to requests for information, subject to any relevant exemptions.

## **V. COSTS AND EXPENSES**

For the avoidance of doubt, each Interested Party shall bear its own costs in connection with its participation in the Tender Process and the Transaction generally including, without limitation, all costs and expenses of each Interested Party's own due diligence and the fees and disbursements of each Interested Party's own advisors.

The Special Liquidator will not be liable, under any circumstances, for any cost incurred in relation to the preparation and / or presentation of a Non-Binding Offer or Binding Offer or any other costs or expenses incurred by any of the Interested Parties. The Interested Parties are expected to take their own independent legal, tax and financial advice in relation to the Transaction, including specific due diligence arrangements.

Due diligence costs include without limitation, costs of valuations and searches or investigations, fees and disbursement of each Interested Party's lawyers and advisors, transport, accommodation costs, etc. By submitting a Non-Binding Offer each Interested Party accepts that under no circumstances will the Special Liquidator or Morgan Stanley be obliged to enter into any cost reimbursement arrangement with any Interested Party.

In any case the Preferred Investor shall bear all the general costs arising from or related to the sale of the Aeolus Portfolio (i.e. registrations, potential notary costs, taxes etc.).

The Special Liquidator and Morgan Stanley accept no liability whatsoever for costs or damages of any kind that may directly or indirectly be incurred by each Interested Party or its affiliates or advisors as a result of, or in connection with, each Interested Party's participation in Phase 1 or any process envisaged by this Invitation.

## **VI. APPLICABLE LEGISLATION - COMPETENT COURTS**

The Courts of Athens, Greece will have exclusive jurisdiction in relation to any disputes, contractual or non-contractual, arising from or in connection with this document.

Greek law shall apply to all contractual or non-contractual disputes arising out of or in connection with this Invitation.

## **VII. CONTACT DETAILS OF PQH**

*PQH Single Special Liquidation S.A.*

*Gravias 3, Marousi 151 25, Greece*

On behalf of PQH S.A.

## ANNEXES

### Annex A

#### TEMPLATE FOR NON-DISCLOSURE AGREEMENT

#### CONFIDENTIALITY AGREEMENT

(the “**Agreement**”)

This Agreement is made on [•].[•].2019 between:

1. **PQH Single Special Liquidation S.A.**, a company incorporated in Greece, with registered address at 268 Kifissias Avenue, Chalandri, Greece (the “**Disclosing Party**”); and
2. [•], a company incorporated in [•] with registered address at [•] (the “**Receiving Party**” and together with the Disclosing Party, the “**parties**”).

#### WHEREAS:

- A. The Disclosing Party has been appointed as Single Special Liquidator of seventeen (17) credit and financial institutions under special liquidation by virtue of decision under no. 182/1/4.4.2016 of the Credit and Insurance Committee of the Bank of Greece, in connection with the sale of a portfolio of performing and non-performing unsecured retail and small business loans issued by thirteen (13) credit and financial institutions in Greece. The Disclosing Party is the management body of such institutions under special liquidation.
- B. Pursuant to the sales regulation approved by virtue of decision under no. 302/3/8.3.2019 of the Credit and Insurance Committee of the Bank of Greece, the Disclosing Party commenced a tender process for the sale and transfer of a portfolio of performing and non-performing unsecured retail and small business loans (the “**Aeolus Portfolio**”).
- C. The Receiving Party is engaged in preliminary discussions in relation to a potential acquisition of the Aeolus Portfolio (the “**Transaction**”).

This Agreement sets out the terms on which the Disclosing Party is prepared to make information available to the Receiving Party in connection with the Transaction.

#### 1. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following words and phrases have the following meanings:

**Associated Person** means in relation to a party (i) its Group Undertakings and each of their respective directors, officers, employees, advisors, agents and representatives; and (ii) directors, officers, employees and partners of the party's advisors, agents and representatives and, if applicable, their respective Group Undertakings;

**Authorised Person** means any Associated Person of the Receiving Party who strictly needs access to Information for the purposes of considering, evaluating, negotiating, and implementing the Transaction;

**Copies** means copies of Information including any document, electronic file, note, extract, analysis or any other way of representing or recording and recalling information which contains, reflects or is derived from the Information;

**Group Undertaking** in relation to a party refers to the party's parent, subsidiaries and fellow subsidiaries, and their related parties, and companies of which such companies are related parties (as stipulated in International Accounting Standard 24); and

**Information** means information of whatever nature supplied to the Receiving Party or to the Receiving Party's Authorised Persons by the Disclosing Party or on the Disclosing Party's behalf or by or on behalf of the Disclosing Party's Associated Persons in writing, orally or otherwise, together with any reports, analyses, compilations, studies or other material or documents prepared by the Receiving Party or on its behalf which contain or otherwise reflect such information, including, for the avoidance of doubt, the existence of the Transaction and of the discussions and negotiations relating to it (and the status thereof), each party's willingness to enter into such discussions and negotiations.

## 2. PROVISION OF INFORMATION

In consideration of the Disclosing Party supplying, or procuring that its Associated Persons supply, Information to the Receiving Party or its Authorised Persons, in each case, the Receiving Party acknowledges that the Information is confidential and is furnished and received in accordance with the provisions of this Agreement under a strict duty of confidentiality to the Disclosing Party and its Associated Persons and for the exclusive purpose of considering, evaluating and negotiating the Transaction.

## 3. USE OF INFORMATION

- 3.1 The Receiving Party agrees to keep confidential all Information and not to disclose any Information to any person save as permitted by this Agreement.
- 3.2 The Receiving Party will use the Information solely for the purpose of considering, evaluating, negotiating, and implementing, the Transaction and not for any other purpose including, without limitation, competing with the Disclosing Party and its Associated Persons.
- 3.3 The Receiving Party will not, without the Disclosing Party's prior written consent, disclose, copy, reproduce or distribute Information to any person other than an Authorised Person in accordance with paragraphs 0 and 5.
- 3.4 The Receiving Party acknowledges that some or all of the Information may be considered or interpreted as inside information ("**Inside Information**") for the purposes of EU Regulation 596/2014 on market abuse and related legislation (the "**Market Abuse Rules**") and the Receiving Party, in possession of Inside Information, will need to abide by any such applicable laws, regulations and recommendations relating to the receipt, management and use of Inside Information.



#### **4. DISCLOSURE TO AUTHORISED PERSONS**

- 4.1 Unless and until otherwise specifically agreed by the parties in writing, the Receiving Party may disclose some or all of the Information only to its Authorised Persons provided that it will procure that each Authorised Person is made aware (in advance of the disclosure of any Information) of the provisions of this Agreement and that the Receiving Party will ensure that each Authorised Person adheres to those provisions as if it had been a party to this Agreement (and the obligations imposed on the Receiving Party in this Agreement were equally binding on the Authorised Person as if any reference to the Receiving Party in this Agreement included that Authorised Person).
- 4.2 The Receiving Party agrees it will be liable for any breach of this Agreement by any Authorised Person as if it were the Receiving Party who had breached the provision(s).
- 4.3 The Receiving Party will inform the Disclosing Party immediately upon becoming aware or suspecting that the Information has been disclosed to any unauthorised party.

#### **5. COPIES**

The Receiving Party and each of its Authorised Persons may make such Copies only as are reasonably necessary for the consideration, evaluation, negotiation, and implementation of the Transaction.

#### **6. DISCLOSURE REQUIRED BY LAW**

- 6.1 If the Receiving Party becomes aware that it may be required by law, regulation, order of a court of competent jurisdiction, the rules of any stock exchange upon which its shares are listed or the rules of any other competent regulatory body to disclose any of the Information, it will (to the extent lawful) immediately notify the Disclosing Party in writing of that fact, all relevant surrounding circumstances and the Information to be disclosed. If the Receiving Party is not permitted by any such law, regulation, order or rule to so notify the Disclosing Party before such disclosure is required, it will, to the extent permitted, do so immediately after the disclosure has been made.
- 6.2 Prior to any such disclosure, the Receiving Party will (unless not permitted by any such law, regulation, order or rule referred to in paragraph 6.1) consult with the Disclosing Party as to how to avoid or limit disclosure. Subject to the foregoing, the Receiving Party may, to the minimum extent required to do so, make disclosure of the Information to comply with the relevant law, regulation, order of a court of competent jurisdiction, the rules of any stock exchange upon which its shares are listed or the rules of any other competent regulatory body.

#### **7. RETURN OR DESTRUCTION OF INFORMATION**

- 7.1 Subject to paragraph 7.4, the Disclosing Party may -at any time and in its absolute discretion- require the Receiving Party to cease all evaluation and use of the Information and, in such event, if requested in writing by the Disclosing Party, the Receiving Party will, at its own expense:
- (a) promptly return to the Disclosing Party, or destroy or permanently erase (as the Disclosing Party may direct), the Information and Copies that are in the Receiving Party's possession and will ensure that each of its Authorised Persons do the same; and

- (b) to the extent reasonably practicable, expunge all Information, or procure that all Information is expunged, from any computer, word processor or other device containing Information and belonging to the Receiving Party, any of its Authorised Persons or any other person in which it is held,

and an authorised officer of the Receiving Party shall certify in writing to the Disclosing Party that it has complied with the provisions of this paragraph 7.1.

- 7.2 To the extent that it is not reasonably practicable to expunge any Information from any computer, word processor or other device, the Information not expunged will continue to be held by the Receiving Party, or any of its Authorised Persons, in confidence on and subject to the terms of this Agreement.
- 7.3 For the avoidance of doubt, Information in non-written form shall remain subject to the terms of this Agreement, following the return or destruction of all written material. References to writing or written material in this paragraph 7 includes material stored on computer disc, tape or any electronic form.
- 7.4 Paragraph 7.1 shall not apply to the extent that the Receiving Party or any of its Authorised Persons is required to retain any Information by any applicable law, regulation, or by any competent judicial, governmental, supervisory or regulatory body, provided that the Information so retained will continue to be held by the Receiving Party, or any of its Authorised Persons, in confidence on and subject to the terms of this Agreement.

## **8. EXCLUDED INFORMATION**

The parties' obligations under this Agreement shall not apply to any of the following, and the Information shall not include, information:

- (a) which is public knowledge at the date of disclosure to the Receiving Party or subsequently becomes public knowledge through no act or failure to act on the part of the Receiving Party or any of its Authorised Persons; or
- (b) which is lawfully known to the Receiving Party (other than as a result of Information previously having been provided to the Receiving Party pursuant to the provisions of this Agreement), as shown by the Receiving Party's written records at the date of disclosure to it and is not, to the knowledge of the Receiving Party, subject to any restriction on disclosure imposed by a third party; or
- (c) which is disclosed to the Receiving Party by a third party after the date of disclosure of such Information by the Disclosing Party, and is not, to the knowledge of the Receiving Party, subject of any restriction on disclosure imposed by or on that third party.

## **9. BASIS OF DISCLOSURE OF INFORMATION**

- 9.1 This Agreement and the supply of any Information in accordance with it to the Receiving Party or its Authorised Persons shall not constitute an offer or invitation to conclude the Transaction or for the sale or purchase of any assets, liabilities or equity participations in any entity. Each party acknowledges that the other party is under no obligation to accept any offer which may be made to it by the other party.

- 9.2 No representation or warranty, express or implied, is or will be made, and no responsibility or liability is or will be accepted by the Disclosing Party or its Associated Persons, in relation to the accuracy or completeness of any Information.
- 9.3 In furnishing Information, neither the Disclosing Party nor any of its Associated Persons undertakes any obligation to provide the Receiving Party or its Authorised Persons with access to any additional Information, or to update, or to correct any inaccuracies which may become apparent in the Information supplied.
- 9.4 Information provided hereunder does not purport to be all-inclusive and may not contain all of the information that would be required to make a full analysis of the Aeolus Portfolio. The Receiving Party shall have the sole responsibility to conduct its own review of any information provided to it.
- 9.5 The Receiving Party's obligations under this Agreement shall continue in full force and effect notwithstanding the termination of any discussions or negotiations regarding the Transaction and whether or not the Transaction is implemented until the date which is 3 years from the date of this Agreement.

#### **10. SPECIFIC PERFORMANCE**

The Receiving Party acknowledges that monetary damages may not be an adequate remedy for the Disclosing Party for breach by the Receiving Party of the Receiving Party's obligations of confidentiality hereunder in accordance with their terms and accordingly agree that the Disclosing Party shall be entitled to seek specific performance of the Receiving Party's obligations of confidentiality herein and to injunctive and other relief in addition to any other remedy to which the Disclosing Party may be entitled.

#### **11. ENTIRE AGREEMENT**

This Agreement contains all the terms agreed by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, understandings or arrangements between them, whether oral or in writing, and no representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to the date of this Agreement except as set out in this Agreement.

#### **12. NOTICES**

All written notices and other written communications to be served on or given to either party shall be sent or delivered to its registered office and, for the time being, in the case of the Disclosing Party for the attention of Legal Central, and for the attention of [●] in the case of the Receiving Party.

#### **13. WAIVER**

The failure of the Disclosing Party to enforce or to exercise, at any time or for any period of time, any term of or any right arising under this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect the Disclosing Party's right to enforce or exercise it.

**14. SEVERABILITY**

The provisions of this Agreement are severable. If any provision or part of a provision shall be, or be found by any authority or court of competent jurisdiction to be, invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect the other provisions or part provisions of this Agreement in that jurisdiction or any other jurisdiction, all of which shall remain in full force and effect.

**15. GOVERNING LAW AND JURISDICTION**

The construction, validity and performance of this Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by the laws of Greece. Any dispute shall be referred to and finally and exclusively settled by the courts of Athens.

**Signed on behalf of the Disclosing Party**

Name .....

Designation .....

Date .....

**Signed on behalf of the Receiving Party**

Name .....

Designation .....

Date .....

## Annex B

### SOLEMN DECLARATION I TEMPLATE

#### To: PQH Single Special Liquidation S.A. ("PQH S.A.")

I, the undersigned [·], son /daughter) of [·] (*father's full name*) and of [·] (*mother's full name*), holder of the [·] (*country*) passport no. [·] issued by [·] (*the authority that issued the passport*) on [·] (*date of the issuance of the passport*), citizen of [·] (*country*), born in [·] (*place of birth, town and country*) on [·] (*date of birth*), resident of [·] (*country - town - street - postal code*) acting in my capacity as legal representative of the legal entity under the corporate name [·], with registered offices at [·] (*country - town - street - postal code*), with [·] (*country*) tax registration number [·] and company registration number [·] (the "**Interested Party**"), hereby declare in connection with the tender process proclaimed by PQH S.A. pursuant to the terms of the Invitation dated [·] (the "**Invitation**") released by PQH S.A. (the "**Tender Process**"), that:

The Interested Party hereby declares that it fulfills all the participation prerequisites set by the applicable Law in respect of the participation in the Tender Process, namely:

The Interested Party is a legal entity engaged in the acquisition of claims deriving from loans and credits provided as per article 1 of the Greek Law 4354/2015, as in force (the "**NPL Law**"). In particular, the Interested Party is a *societe anonyme* with its registered seat in Greece, registered with the General Commercial Registry and capable of acquiring claims deriving from loans and credits, pursuant to its articles of associations **OR** the Interested Party is a legal entity with registered seat in a member state of the European Economic Area which pursuant to its Articles of Association may acquire claims deriving from loans and credits, subject to the provisions of E.U. regulatory framework; **OR** the Interested Party is a legal entity with registered seat outside the European Economic Area, which (i) pursuant to its Articles of Association may acquire claims deriving from loans and credits, subject to the provisions of E.U. regulatory framework, and which may provide services in Greece through a branch and (ii) which (a) its registered seat is not in a state with a privileged tax regime, as this is defined in the administrative regulations issued pursuant to article 65§3 of law 4172/2013 and (b) its registered seat is not in a non-cooperative state, as this is defined in the administrative regulations issued pursuant to article 65§3 of law 4172/2013.

In addition, the Interested Party hereby confirms that it will have in place an agreement for the servicing of the claims with a licensed servicing company pursuant to the NPL Law, at the time of the acquisition of the Aeolus Portfolio.

[Place - Date]

[Name]

In the capacity of [position]

\*In case of a consortium of legal entities, a separate solemn declaration shall be signed by each member of the consortium.

## Annex C

### SOLEMN DECLARATION II TEMPLATE

#### To: PQH Single Special Liquidation S.A. ("PQH S.A.")

I, the undersigned [·], son /daughter) of [·] (*father's full name*) and of [·] (*mother's full name*), holder of the [·] (*country*) passport no. [·] issued by [·] (*the authority that issued the passport*) on [·] (*date of the issuance of the passport*), citizen of [·] (*country*), born in [·] (*place of birth, town and country*) on [·] (*date of birth*), resident of [·] (*country - town - street - postal code*) acting in my capacity as legal representative of the legal entity under the corporate name [·], with registered offices at [·] (*country - town - street - postal code*), with [·] (*country*) tax registration number [·] and company registration number [·] (the "**Interested Party**"), hereby declare in connection with the tender process proclaimed by PQH S.A. pursuant to the terms of the Invitation dated [·] (the "**Invitation**") released by PQH S.A. (the "**Tender Process**"), that:

- (1) The Interested Party is fully aware and fully accepts without reservation the terms of the Tender Process as indicated in the Invitation.
- (2) The Interested Party is not bankrupt or in the process of being wound up, has not its affairs administered by the court, has not entered into an arrangement with creditors and is not in any similar situation.
- (3) The Interested Party is not the subject of proceedings for a declaration of bankruptcy, liquidation, compulsory receivership, an arrangement with creditors or of any other similar proceedings.
- (4) The Interested Party's legal representatives have not been convicted for any serious offence related to their business activity.
- (5) The Interested Party has fulfilled its obligations in relation to the payment of social security contributions and taxes.
- (6) All the information, statements, declarations and documents the Interested Party has submitted are true and accurate.

[Place - Date]

[Name]

In the capacity of [position]

\*In case of a consortium of legal entities, a separate solemn declaration shall be signed by each member of the consortium.

## Annex D

### PRIVACY NOTICE AND CONSENT REGARDING THE PROCESSING OF DATA SUBJECTS' PERSONAL DATA

#### 1. INTRODUCTION

1.1 PQH Special Liquidation S.A. ("PQH") treats personal data protection issues with great sensitivity and seriousness, takes measures for the safe and lawful processing of personal data and complies with the applicable national and European legislation on the protection of personal data.

1.2 In the context of the Tender Process, PQH will collect and use personal data of the Representatives in electronic form or/and in hard copy.

1.3 This Privacy Notice is addressed to the Representatives and aims to provide you with information on how PQH manages your personal data and on the rights you have as data subjects.

1.4 Unless otherwise defined herein capitalised terms used in this Privacy Notice shall have the meaning given to the Invitation dated [●] for the submission of Non-Binding Offers for the participation in the process for the transfer of a performing and non- portfolio unsecured retail and small business loan portfolio (the "Invitation").

#### 2. LEGAL BASIS FOR THE PROCESSING

2.1 The legal basis for the processing of personal data by PQH are

- (a) the compliance with the applicable legislation on the operation of credit institutions' special liquidation and the management of assets of the Institutions including the article 146 of the Greek Law No. 4261/2016 (Gov. Gaz. A 107), EPATh no. 180/3/22.2.2016 (Gov. Gaz. B 717), as in force following amendment thereof upon decision of EPATh no. 221/4/17.3.2017 (Gov. Gaz. B 971) and the decision of EPATh 221/3/17.3.17 as well as the Sales Regulation;
- (b) the Representatives' consent to the processing of their personal data for the purposes of the participation of the Interested Parties in the Tender Process; and
- (c) its legitimate interests in terms of the proper and lawful conducting of the Tender Process in accordance with the terms and conditions of the Invitation and the Sales Regulation aiming to the nomination of the Aeolus Portfolio to the Preferred Investor.

#### 3. DATA CONTROLLER

3.1 For the purposes of this Notice, PQH is the Data Controller pursuant to the applicable data protection legislation.



#### **4. CATEGORIES OF PERSONAL DATA AND WAY OF PROCESSING**

4.1 As part of the Tender Process, PQH will collect simple and sensitive personal data, including but not limited to:

- (a) your name, surname, father's and mother's name, place of birth, residence, contact details, and other identification information (i.e. identity number, tax registration number, signature sample);
- (b) your transcript of criminal records;
- (c) Any other information of yours, which shall be made available to us by the Interested Parties or their Representatives as part of the Participation Documents and in terms of the Tender Process;
- (d) Any other information disclosed on your own initiative or by an Interested Party to PQH when they communicate with PQH.

4.2 Personal data provided by you or the Interested Parties to PQH regarding other persons (ex. employees, their partners etc.) will be processed by PQH in accordance with the terms of this Privacy Notice. Therefore, you and the Interested Parties should ensure that the data subjects mentioned above are aware of the personal data provided by you and / or them as well as the accuracy of that data and how it will be processed by PQH.

#### **5. HOW WE USE YOUR PERSONAL DATA**

5.1 Your personal data will be used in the context and for the needs of the Tender Process and for the evaluation of the Interested Parties' Non-Binding and Binding Offers in accordance with the terms and conditions of the Invitation and the Sales Regulation or/and of the statutory obligations of PQH and / or for the fulfilment of its legitimate interests.

5.2 Only that personal data that is relevant and related to a particular processing purpose will be processed and PQH will always try to limit the use of your personal data to what is strictly necessary.

#### **6. RECIPIENTS OF YOUR PERSONAL DATA**

6.1 Your personal data will only be available to authorized employees of PQH that are responsible for the management of the Tender Process and the contact with the Interested Parties.

6.2 In the context of PQH's business activities, PQH may disclose your personal data to third parties who provide services to PQH such as service security companies, information technology companies, external lawyers, auditing and advisory companies etc. as well as any other natural or legal persons with whom PQH collaborate or may collaborate directly or indirectly for those purposes. Those third parties may process your personal data on behalf of PQH. PQH forbid such third parties to use the abovementioned information or to disclose it for any purpose other than for the provision of services on behalf of PQH.

6.3 PQH will ensure that your personal data are adequately and properly protected when disclosed to authorized third parties.

6.4 Your personal data will be disclosed only to those third parties who have a legitimate need to access them and have a contractual obligation to ensure their protection.

6.5 PQH will disclose personal data to public and other authorities, including the competent judicial, police, prosecuting authorities and in general Public Authorities and Public sector bodies (including the Bank of Greece, competent tax authorities as well as social security authorities) only if there is a statutory obligation to that effect or if PQH is obliged to do so by a decision/order of a judicial authority and / or public prosecutor.

## **7. TRANSFER OF YOUR PERSONAL DATA**

7.1 The personal data PQH collects are stored on secure servers located in Greece.

7.2 In the context of the processing described in this Privacy Notice, PQH may assign the processing of your personal data or disclose your personal data to third parties located in countries outside the European Economic Area ("**EEA**"). Therefore, your personal information may be processed by personnel doing business outside the EEA and working for PQH or for one of PQH's suppliers. Such personnel may be employed, inter alia, in the provision of support services.

7.3 Irrespective of which country your personal data are transferred to, PQH will only share your personal data under a strict 'need to know' basis and always under appropriate safeguard measures (such as EU Standard Contractual Clauses).

7.4 You are entitled to receive a copy of the above by contacting PQH either via the electronic contact form at [info@pqh.gr](mailto:info@pqh.gr) or via an e-mail to PQH's Data Protection Officer, Ms. Papanastasiou at [dpo@pqh.gr](mailto:dpo@pqh.gr).

## **8. RETENTION PERIOD OF YOUR PERSONAL DATA**

8.1 PQH will retain your personal data for as long as it is strictly necessary for the purpose for which they are collected and according to the relevant legislation. Your personal data that PQH collects pursuant to this Notice will be retained even after the termination of the Tender Process or the Aeolus Portfolio nomination to the Preferred Investor in order to comply with PQH's statutory obligations and / or fulfil PQH's legitimate interests, such as pursuing and accomplishing legitimate business purposes.

## **9. DATA SUBJECTS RIGHTS**

9.1 Subject to applicable legislation, you have the right to access, i.e. to be informed upon your request whether or not your personal data is subject to processing and to receive further information on such processing. In addition, you have the right to request the rectification of any inaccurate personal data. Also, as long as the requirements under the applicable legislation are met, you have the right to erasure, the right to restriction of processing, the right to data portability and the right to object to the processing.

9.2 To the extent that processing requires your consent, you may withdraw your consent at any time. However, the withdrawal of your consent will not affect the lawfulness of processing based on consent before its withdrawal.

9.3 The Representatives may exercise the abovementioned rights by contacting PQH as described below in paragraph 11.

9.4 If such a request places PQH in breach of our obligations under applicable laws, regulations or codes of practice of PQH or in case the provision of information would result in disclosing personal information of other individuals, then PQH may not be able to comply with your request.

## 10. SECURITY OF PERSONAL DATA

10.1 PQH is committed to implement a number of technical measures and security procedures to protect the integrity and security of all its information, including the personal data it retains.

## 11. CONTACT US

11.1 If you have any concerns about this Notice or if you wish to exercise one of the rights you have as a data subject, you can contact PQH either via the electronic contact form at [info@pqh.gr](mailto:info@pqh.gr) or via an e-mail to PQH's Data Protection Officer, Ms. Papanastasiou at [dpo@pqh.gr](mailto:dpo@pqh.gr).

11.2 If after this communication you are not satisfied by PQH's response and you consider that the processing violates the applicable legislation, you have the right to lodge a complaint with the competent supervisory authority, the Personal Data Protection Authority (Kifissias 1-3, PC 11523, Athens, +30 2106475600, [contact@dpa.gr](mailto:contact@dpa.gr), [www.dpa.gr](http://www.dpa.gr)).

## 12. CHANGES TO THE PRIVACY NOTICE

12.1 PQH reserves the right to amend this Privacy Notice, in which case you will be notified.

By signing this Privacy Notice, you confirm receipt of this Privacy Notice and you hereby provide PQH your consent for the collection and processing of your personal data, as described in this Privacy Notice.

Date: \_\_\_/\_\_\_/\_\_\_

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(Name/Surname)

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(Signature)