

**LIST OF TERMS
FOR e-AUCTION OF REAL ESTATE**

“ETHNIKI” HELLENIC GENERAL INSURANCE S.A. COMPANY (hereinafter the “National Insurance”) organizes e-Auctions of real estate in its ownership, as published in the Press and on the national Insurance’s website. These public announcements shall include the date and time of auctions and the reserve price for each real estate or group of real estates.

To participate in an e-Auction of the National Insurance’s real estate, potential bidders should take into consideration the following:

1. To participate in the e-Auctions of **“ETHNIKI” HELLENIC GENERAL INSURANCE S.A. COMPANY**, potential bidders should go to the www.realestateonline.gr National Bank’s platform either by registering with the platform or by using NBG’s i-bank credentials. Such participation is supported by a special application of the national Bank that can be accessed via the said platform.

2. The bidders, having examined the actual and planning status of the real estate for sale and having decided that the said real estate is appropriate for their purposes and upon linking to the www.realestateonline.gr National Bank’s platform, declare that they have taken knowledge and unreservedly accept the terms hereof, and state their interest in participating in a specific e-Auction within the set deadline and pay the participation guarantee in the following ways:

2a. Bidders with NBG i-bank credentials should, prior to the date of the e-Auction commencement, login to the platform at www.realestateonline.gr, identify themselves using their ibank codes, and select their bank account, from which they should block a sum equal to 10% of the reserve price, which amount corresponds to the guarantee for participating in the auction.

2b. Users registered with the said platform who do not have i-bank credentials should:

- Either deposit, prior to the commencement of the e-Auction, 10% of the reserve (i.e. minimum bid) price as a guarantee for participating into the National Insurance escrow account IBAN: GR 9201108910000089147000239 and state via the electronic platform the bank account (IBAN) from which the amount of the guarantee was transferred, the amount deposited, and the ref. number of the relevant money transfer.

Note that the guarantee amount should appear as available in the National Insurance’s escrow account prior to the commencement of the e-Auction, otherwise participation in the e-Auction will not be approved.

- Or upload to the application, prior to the commencement of the e-Auction, a digital copy of a banker’s draft issued by a Greek bank.

Note that specifically in the event of a banker’s draft issued by a Greek bank, original documents of the said digital uploaded copies should be delivered to the National Insurance (Syngrou Avenue 103-105, GR 117 45 Group Operation Support Division) prior to the commencement of the e-Auction.

- Or, upload to the application, at least three (3) business days prior to the commencement of the e-Auction, a digital copy of the letter of guarantee as per the template included in the Annex. The Letter of Guarantee should be issued by a recognized Greek or foreign bank and should be equal to 10% of the reserve price.

Note that specifically in the event of a letter of guarantee issued by a Greek Bank, the original documents should be delivered to the National Insurance (Syngrou Avenue 103-105, GR 117 45 Group Operation Support Division) not later than three (3) days prior to the commencement of the e-Auction.

In addition, the said users upload :

- a) in the case of Individuals, a digital copy of their ID card or Passport or any other identification document.
- b) in the case of Legal Entities, a report of the Company's representation and a digital copy of ID card or Passport or any other identification document of its Legal Representative.

Then, once the National Insurance has reviewed the digital or original documents and approved the participation of the potential bidder in the e-Auction, the possibility to participate is activated for the specific auction's date and time. Note that the National Insurance reserves the right to reject the participation in the e-Auction of any potential bidder, at its absolute discretion and without needing to provide an explanation.

3. On the date and time of the e-Auction, users whose participation is approved subject to the terms hereinabove are transferred via the said platform to National Insurance e-Auction application, and should file electronically their bids or counter-bids up to the end of the duration of the auction process.

4. Terms and rules governing e-Auction:

4.1. Currency

The currency of the auction is EURO.

4.2. Duration

The duration of the Auction, whether or not a bid has been filed, is **Thirty (30) minutes**. If, within the last three (3) minutes before the Auction closes the bid is filed, the Auction's duration shall be automatically renewed by three (3) minutes. There is no limit on the number of renewals that may occur, as above.

4.3. Type of Auction - Rules of Auction - Acceptable bids

This is an English auction in line with the following:

The bids accepted should cumulatively meet the following criteria:

- they are filed in a timely manner, i.e. within the Auction's duration, including any extensions thereof.
- they increase the highest bid by a whole increment or full multiples of such increment specified for the bidding process of the auction.
- in particular, the first bid filed shall be accepted as valid if it is at least equal to the specified reserve price or improves it by a whole increment as specified for the bidding process of the Auction.
- the bid shall not be subject to terms, preconditions, conditions or limitations.

4.4. Winning Bid

The winning bid shall be the highest bid. The winning bid at the close of the e-Auction does not imply that the real estate in question is automatically awarded to the potential buyer.

4.5. Reserve price

The reserve price is stated in the sale announcement of the real estate.

4.6. The increment of the bidding process

The increment, i.e. the minimum amount an auction bid must be raised each time the current highest bid is surpassed, is published on the e-Auction application upon the expression of participation interest or at the commencement of the e-Auction process.

4.7. Ethics

"ETHNIKI" HELLENIC GENERAL INSURANCE S.A. COMPANY shall not interfere in any manner whatsoever with a view to influencing the progress of the e-Auction.

4.8. Publication of the bidders' data

The bidders in the e-Auction shall not have access to the data of the other bidders.

The basic data displayed during the auction on the screen of the bidders in the e-Auction are the following:

- a photograph of the real estate;
- the auction code number;
- the code number of the real estate;
- the reserve price of the auction;
- the time remaining until the close of the auction;
- the participant's ranking each time applicable; and
- the current best bid.

4.9. Validity of bids

A bid cannot be revoked once it has been entered in the e-Auction system. Bids deemed as valid are only those bids that are received and accepted pursuant to the provisions of article 4.3 hereof, and which are confirmed as valid and accepted by the e-Auction system. Each new bid accepted by the system cancels all previous bids entered by the same user/potential buyer.

5. It is not possible to carry out bidding in the Auction on behalf of a third party.

If a bid is submitted on behalf of a legal entity to be established, the declaration must also specify the individual or legal person in whose name the transaction will be made if the entity to be established has not actually become an official legal entity by the date of signing the sale agreement.

Ex-post modification of these terms is possible only if the highest bidder, as per the above, participates in the purchase by at least 50%, or the final purchaser is a member of their family (spouse, child, parent) .

6. The National Insurance shall not be responsible for any technical problem that participants may encounter during the e-Auction, and which may exclude or limit their

access to the e-Auction application. (Such problems may include, without limitation: internet connection, breakdown of the computer, electrical power brownout, etc.)

The National Insurance does not guarantee that the servers of the platform will operate without disruption or errors of any kind, free from viruses, malware or similar programs, and for this reason the National Insurance shall not be responsible for cases such as the above, including also cases of force majeure. The National Insurance reserves the right to temporarily interrupt or to repeat the auction in the event there is a problem with the servers, the platform or the application, upon written notification of the bidders participating in the interrupted auction.

7. The Auction Committee declares the winning bidder after the completion of the e-Auction.

Note that for real estate with a reserve price set below €300,000, bidders who have deposited the relevant guarantee prior to the call for tender are considered to accept their participation in the tender by means of a bid equal to the one already submitted. If after the end of the tender there are bids of equal amount, successful bidder shall be declared the person who have submitted the bid earlier, taking also into consideration the bids submitted prior to the tender and participating therein as above.

If none of the above bidders attends the public tender as announced, the guarantee shall be forfeited by the person who has submitted the bid earliest. Only if after the end of the tender there is a highest bidder, the amount of the guarantee shall be refunded to the potential bidder who did not participate to the tender.

8. The winning bidder shall, by the end of the following business day (23:59), adjust – if necessary – the guarantee previously submitted to 10% of the amount of their bid, using the methods set out in terms 2a and 2b hereof, to secure observance of the terms of the auction, but in no event shall this mean that the property(/-ies) is(/are) conclusively awarded. Along with such guarantee, the winning bidder shall also sign a bid declaration that includes the method of payment.

9. Should the winning bidder fail to deposit the guarantee supplement, he shall be deemed to have forfeited his interest in purchasing the real estate, and the participation guarantee shall be forfeited in favor of the National Insurance. In such case the National Insurance reserves the right to declare as the winning bidder of the e-Auction the next bidder in decreasing order of bid, who shall be requested to supplement the guarantee deposited so as to be equal to 10% of the amount of his final bid, if necessary, and to sign the bid declaration that includes the method of payment.

10. When the aforesaid process has been completed, the file concerning the sale of the real estate shall be forwarded to the National Insurance's competent units, which will decide whether to confirm and approve the outcome of the Auction.

Thereafter, the National Insurance's decision will be communicated forthwith to the highest bidder in a letter sent by registered mail, which shall constitute approval of the sale effective as of the date of the letter, and specify the date by which the transfer contract shall be signed.

11. If a declaration is submitted by an individual participating in the e-Auction on behalf of a legal entity to be established, the declaration must also specify the individual or legal person

in whose name the transaction will be made if the entity to be established has not actually become an official legal entity by the date of signing the sale agreement.

The purchase of the property by a third person is possible only if the highest bidder participates in the purchase by at least 50%, or the final buyer is a member of his family (spouse, child, parent), or the purchase is effected by virtue of a leasing agreement concluded with Ethniki Leasing S.A. or another company.

12. The guarantee amounts deposited by the non-winning bidders shall be returned thereto without interest, as soon as the winning bidder supplements the amount of the guarantee deposited to 10% of their final bid.

13. The drawing up of the sale contract, to be signed by the specified deadline, which shall be no more than sixty (60) days, shall be assigned to a notary public selected by the National Insurance.

14. The total expenses of each sale, i.e. notarial fees, taxes, duties, and transfer, packaging, and safekeeping expenses, as well as any other tax or duty, shall be borne by the buyer.

15. Payment of the sale price of the real estate shall be fully effected, in principle, on the date the sale contract is signed (either by a Banker's Draft or in cash, in accordance with the restrictions set by Monetary and Tax Authorities).

15.1 Payment may also be effected by the proceeds of a loan, for up to 75% of the sale price, whether:

- Granted by NBG, under the terms and conditions governing such type of loans, in which case the real estate concerned shall be transferred under a condition subsequent (without retaining ownership and possession), thereby enabling the registration of liens in favour of the Bank in security of the loan so granted, provided however that at least 25% of the sale price shall be paid (either by a Banker's Draft or in cash, pursuant to any restrictions set by Monetary and Tax Authorities) at the time of signing the sale contract and that the balance outstanding, plus interest thereon, will be collected within a period not longer than three (3) months. In this case, interest accrued on the outstanding balance, for the period from the date of signing the sale contract to the date of collection of the credited price, shall be collected concurrently with the outstanding balance of the sale price. If the winning bidder declares that payment shall be effected by means of the proceeds of a housing or business loan, which he intends to obtain from **National Bank of Greece S.A.**, he shall supply, within a reasonable period of time and in any case before the sale contract is drawn up, a document (binding letter) from the relevant lender confirming the intention to grant the said loan. Otherwise, the winning bidder must effect payment by other means (i.e. cash or deferred payment) for the sale price of the awarded property. In any event, if the condition subsequent is not met, the sale shall be reversed and ownership, possession and tenancy of the property shall revert to the seller, while the amounts already paid shall be forfeited in favour of the seller as a penalty, otherwise as a fee for the use of the property.
- Or granted by another bank or financial institution, in which case the properties will be sold without retention of ownership and possession, against payment, however, of at least 25% of the sale price in cash (either by a Banker's Draft or in cash, pursuant to any restrictions set by Monetary and Tax Authorities) on the date of signing the agreement, and provided that the balance outstanding, plus interest thereon, will be collected within a period not longer than three months. In this case, prompt payment of the outstanding balance shall be secured by a Letter of

Guarantee issued by another bank for the same amount plus a margin covering our claim under the principal and the interest thereon for the entire period of the credit facility. The text of the Bank Guarantee must be approved by the seller beforehand.

16. Up to the time of the award of the sale under term 9 hereof, the National Insurance is entitled, at its absolute discretion and without explanation, to cancel the e-Auction, repeat it, or even transfer the real estate in any other way whatsoever. If, following the award of the sale, the highest bidder fails to sign the sale contract within the period specified, the National Insurance is entitled either to insist on the signing of the contract (in which case the highest bidder shall also be required to pay default interest from the date of expiry of such period to the date of signing the contract), or revoke the auction and cancel the sale, though reserving in both cases all its claims against the highest bidder. In the event that the National Insurance accepts the highest bidder's request (submitted in writing prior to the expiry of the deadline, as unilaterally specified by the National Insurance, for signing of the contract) for an extension to the deadline for signing the sale contract, the highest bidder shall also pay interest on the price, at the floating interest rate applied by the Bank as at the date of signing the contract to fixed assets loans (if the property sold is a factory, industrial facility, hotel) or to housing loans (for other types of property), from the date of expiry of such period to the date of signing.

17. The National Insurance shall transfer the real estate as is, without having any liability thereto. The bidders declare that they have checked and examined the property on a material, legal and planning basis, that the property is appropriate for the bidders' purposes, and that the National Insurance shall bear no liability for any material defect, the buyer waiving all rights arising from any material defect of the property especially under Articles 516 and 540 of the Greek Civil Code.

18. Should the National Insurance cancel the auction, the guarantee shall be returned without any interest thereon. If the sale is not effected due to a failure or fault on the part of the depositor of the guarantee, the amount guaranteed shall be forfeited in favour of **"ETHNIKI" HELLENIC GENERAL INSURANCE S.A. COMPANY**.

19. Any duties, taxes due, and other expenses deriving from duty-free imported machinery shall be charged to the buyer.

20. **"ETHNIKI" HELLENIC GENERAL INSURANCE S.A. COMPANY**, as Data Controller, shall process the personal data that come to its knowledge in the context and for the purposes of performing the auctions, in accordance with the provisions of the General Data Protection Regulation 2016/679 (GDPR) and the specific regulatory framework for its implementation. For further information on data protection, interested parties can refer to National Insurance's Privacy Policy available at the National Insurance's branch network and on its website (<https://www.ethniki-asfalistiki.gr>).

21. **"ETHNIKI" HELLENIC GENERAL INSURANCE S.A. COMPANY** declares that it reserves the right to exercise any of its legal rights.

SPECIFIC ADDITIONAL TERMS

Ionian Islands Region, Regional Unit of Kefallonia, Municipality of Argostoli at 2, Rizospaston Av. & Vallianou square

1st floor office (AA-5), 129.00 sq.m. and exclusive use of the groundfloor entrance hall (IA-6), 12.10 sq.m.

Reg. No. 90027_0

I have taken knowledge of the terms for the sale of this property owned by Ethniki Insurance and I unreservedly accept them.

Also, I have taken knowledge of the following:

1. The town planning and legal issues of the property can be checked by a civil engineer – lawyer of their choice.
2. In the event that the interested party identifies divergences from the property's condition as described hereinabove, following a respective review, Ethniki Insurance may take any action to resolve such divergences. Any divergences within the permitted legal framework may remain unresolved, on the condition that there is no problem in the property transfer.
3. This sale concerns the following horizontal properties in a multi-storey building which is comprised of two (2) wings indicated as (A) and (B).

Specifically:

- a) the ground floor horizontal property (IA-6) in the wing A, with a percentage of co-ownership in the plot of 12 mm of joint ownership; and
- b) the 1st floor horizontal property (AA-5) in the wing A, with a percentage of co-ownership of 67 mm of joint ownership, used as an office, at 2 Rizospaston Av. & Vallianou square, Argostoli, Kefallonia. The exclusive use, established by the Sales and Purchase Agreement No 2.875/1993 re the horizontal properties and the creation of a real servitude, of part of the porch over the groundfloor roof, 63.55 sq.m., belongs jointly and indivisibly and by 1/5 of joint ownership to this horizontal property, as well as to all 1st floor horizontal properties in wing A.

Note that the said horizontal properties under IA-6 and AA-5 are connected by internal stairs between the horizontal property IA-6 and the horizontal property AA-5.

The property is as follows:

- 1st floor office (AA-5), 129.00 sq.m
- Groundfloor entrance hall (IA-6), 12.10 sq.m.

Total floor area

141.10 sq.m

4. The minimum bid for the office (AA-5) and the entrance hall (IA-6) is set at €250,000.00.
5. In the event of an ascending price e-auction procedure, the bidders should increase the bid each time prevailing by a whole increment of **€25,000.00** (in the event of a public tender procedure, the bidders should increase the bid each time prevailing by submitting

open bids and counter offers in writing, and each successive bid must be higher than the previous one by at least **€25,000.00**, which shall be submitted signed by the bidders and recorded in the minutes).

6. The building in which the property being sold is located, is within town plan limits and was constructed pursuant to building permit No. 217/1989, reviewed on 15.5.1990, on a plot, total surface area 737.54 sq.m.
7. There are no legality issues, as the inclusion of the building's legality issues under Law 4178/2013 was completed by virtue of Declaration No 3806852.
8. Horizontal ownership is established
9. The office will be vacant 4 months after the bidding letter.

For any clarification or further information potential bidders should contact the Consolidated Group Operations Support Division of Ethniki Insurance, and specifically:

- 1) Regarding the sale process and the auction:
 - Charikleia Theodosiou, T: +30 210 9099371, email: xtheodosiou@insurance.nbg.gr
- 2) Regarding the property:
 - Charikleia Theodosiou, T: +30 210 9099371, email: xtheodosiou@insurance.nbg.gr

Athens, (date) -2022