



NATIONAL BANK OF GREECE S.A.

Registered Office: 86 Aiolou St., 105 59, Athens, Greece
General Commercial Registry (G.E.M.I.) No 237901000

Real Estate Property Management Division

Commercialization Subdivision | REO (025-52-Δ)

PURCHASE PROCESS FOR THE SALE OF PROPERTY WITH PRICE UP TO € 300,000

NATIONAL BANK OF GREECE S.A. publishes on its website at www.realestateonline.gr real estate in its ownership to be auctioned, including the minimum sale price (reserve price) for each property.

For real estate posted on the above site **with a starting sale price lower than €300,000 per property**, the procedure of **Direct Sale of Property** may be applied subject to the conditions described in detail below.

To participate in an auction of the Bank's property with a **starting sale price lower than €300,000** per property, potential bidders should take into consideration the following:

1. Potential bidders, or external real estate agents acting on their behalf, shall communicate with the REO Division, at the telephone number or email posted on the platform, in order to receive information and instructions regarding the bid. Following the above communication, the required forms and other relevant instructions for a successful bid submission shall be sent to the e-mail address (from which the bid request was sent or which was designated by the potential bidder during their communication with the Bank) of the potential bidders, or of the external agent acting on their behalf, from the e-mail address.

The bidders, having examined the actual, legal and planning status of the properties for auction and having decided that said properties are appropriate for their purposes (note that the examination of the actual, legal and planning status on behalf of the final bidder and the ascertainment that the properties are appropriate for the bidders' purposes, shall be expressly stated in the transfer contract - see hereinbelow article 11 hereof), should submit their bid for a specific property either directly to the REO Division or through an external agent acting on the bidder's behalf.

2. The bid may be submitted as soon as the relevant properties are posted on the electronic platform; however, the bid shall be examined by the Bank after the lapse of twenty (20) calendar days from the day of posting, i.e. when the properties shall be available for sale and bear the indication "Buy Now".



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Subsequently, following the above, the bidder or the authorized external agent shall send to the REO Division, in digital form, via e-mail at SALESREO@NBG.GR, the following required documents, provided they are digitally authenticated via www.gov.gr, otherwise, if digital authentication is not available, the original documents shall be delivered to the REO Division, Stadiou 38, Athens, in order for the bid to be reviewed.

a) Letter of Intent to purchase Real Property, duly signed (digitally authenticated or original document).

b) Evidence of payment of 10% of the price offered, as follows:

either by cash deposited to the NBG escrow account IBAN: **GR 440110080000008000817521** and notify the Bank in writing of: the bank account (IBAN) from which the amount of the said deposit was transferred, the amount deposited, and the ref. number of the relevant money transfer.

Note that the guarantee amount should appear as “available” in NBG’s escrow account prior to the approval of the bidder’s bid/ proposal, otherwise the bid/ proposal will not be approved,

either in the form of a letter of guarantee issued by a recognized Greek or foreign bank as per the template in the annex, of a sum equal to 10% of the offered price. This letter of guarantee shall be submitted to the Bank (Stadiou 38, GR 105 64, Athens, REO Division) and once the review of the required documents is completed, the bid can be approved;

or in the form of a bank draft issued by a Greek bank. This bank draft shall be submitted to the Bank (Stadiou 38, GR 105 64, Athens, REO Division) and once the review of the required documents is completed, the bid can be approved.

Note that the above payment of a sum equal to 10% of the offered price guarantees compliance with the terms of the sale, if the property is awarded directly to the bidder, or participation in the public tender that may be held and observance of the terms thereof, but in no event shall this mean that the property is conclusively awarded.

c) The present List of Terms for Sale, duly signed (digitally authenticated or the original document).

Following receipt of the above documentation, the Bank shall examine them for completeness

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and correctness. If the documents are not complete/ correct, the competent REO Officer shall communicate with the bidder or their authorized agent so that they are completed or corrected and resubmitted for a new examination.

The bidder's bid/proposal shall be deemed valid when all the above documents have been sent to the Bank and are complete and correct.

3. Properties on the electronic platform, for which bids have been received and registered, bear the indication "Offer submitted" for the information of other interested persons.

4. A valid bid shall be accepted by the Bank, provided that it covers the starting price set by the Bank and:

4.1. No other valid bid has been submitted until 23:59 of the third (3rd) business day following the twentieth (20th) calendar day as of the day on which the property was posted, provided that the (first) bid had been submitted within the said twenty (20) calendar day deadline

4.2. No other valid bid has been submitted until 23:59 of the third (3rd) business day as of the submission of the (first) valid bid, provided that the (first) bid had been submitted after the twentieth (20th) calendar day as of the day on which the property was posted.

The day of submission of the first valid bid shall not be taken into account in the calculation of the above three business day deadline.

Following the acceptance of the official bid by the Bank and receipt of the relevant approvals from the Bank's competent Committees, the bidder is awarded direct sale of the property, subject and without prejudice to compliance with the applicable AML/CFT regulatory framework. The compliance shall be ensured by the competent Bank Units that shall apply the KYC and source of wealth verification procedures to the successful purchaser/investor, including the beneficial owner.

4.3 As regards properties bearing the indication "Buy Now", in the event that another bidder has also submitted a valid bid at the starting price set by the Bank until 23:59 of the third (3rd) business day as of the day of receipt of the first bid, then the ascending price auction procedure (physical or online) shall be followed, as provided for in the Real Estate Activities Regulation, in which any interested person, **in addition** to the above persons who have already submitted valid bids from the time of posting of property until the time that the indication "Buy Now" was set, may participate and which (the auction) shall be announced within five (5) business days after the lapse of the above deadline. In such case, the indication "Buy Now" shall be replaced by "Tender To Be Announced".

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The tender shall be announced by the Bank in physical or online form, and at least one (1) day prior thereto any interested person wishing to participate therein, **in addition** to the above persons who have already submitted valid bids from the time of posting of property until the time that the indication “Buy Now” was set, shall submit the required documentation set out in detail under term 2 hereof, provided that following their examination the said documents would be complete and correct. Bidders who have submitted their bids as per the procedure of **term 2** shall be notified in writing of their participation in the tender, through an e-mail sent by the Bank. Starting price shall be the price of the highest bid.

5. Terms and conditions governing the Public Tender (Auction):

5.1 To participate in the auction, the potential bidders must present:

- a) In the case of an individual, a digital copy of their valid ID card or passport or equivalent document;
- b) In the case of a legal entity, the said legal entity’s minutes of representation and a digital copy of its Legal Representative’s valid ID card or passport or equivalent document.

5.2 Submission of bids on behalf of third parties subject to relevant authorization is possible, provided that the natural person or the legal entity, whether existing or to be established, to whom the property will be transferred in the event that they win the bidding process, is declared in the bid. Such statement can also be submitted upon commencement of the auction process.

If a declaration is submitted by a third party 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 bidder (individual or legal entity), as per the above, participates by at least 50% in the share capital of the legal entity proposed as the purchaser, as well as in cases where the initial bidder and the purchaser are legal entities in which they participate in the share capital by at least 50%, or the final purchaser is a member of their family (spouse, child, parent), or the purchase is effected by virtue of a leasing agreement concluded with Ethniki Leasing S.A. or other company.

5.3 The auction Committee collects the open written bids and counterbids, which shall be

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submitted signed by the bidders and recorded in the minutes. The bidders should increase the bid each time prevailing by a whole increment, as specified in the Additional Special Terms for each property, of which the potential bidders must be aware.

5.4 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, the successful bidder shall be the person who submitted their bid earliest, taking also into consideration the bids submitted prior to the tender and participating therein as above.

If none of the above 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 in the tender.

5.5 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 **term 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.

5.6 Failure to adjust – if necessary – the amount of the guarantee shall be deemed as a waiver of the highest bidder's interest in purchasing the property. In such event the initial participation guarantee shall be forfeited in favour of the Bank, which reserves the right to award the property to the next highest bidders, who shall in turn be called to supplement the amount of the guarantee deposited to 10% of their final bid, if required.

5.7 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.

6. When the process of paragraphs 4 and 5 hereof has been completed, the file concerning the sale of the properties shall be forwarded to the Bank's competent Bodies that will decide whether to confirm and approve the outcome of the auction.

Thereafter, the Bank's decision shall be communicated to the highest bidder by

- an e-mail sent from SALESREO@NBG.GR to the e-mail from which the bid was sent, followed and
- a registered mail to a postal address designated by the bidder in the Letter of Intent.

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.

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7. The drawing up of the sale contract shall be assigned to a notary public selected by the Bank. The signing of the sale contract must be completed within thirty (30) days as of the written notification of the Bank to the purchaser that the legal procedures have been completed and the contract is ready to be signed by the contracting parties.
Indicative and not limiting, it is noted that the average time for signing a sales contract does not exceed, usually six (6) months from the date of approval.
8. The total expenses of each sale, i.e. notarial fees, taxes of any nature, duties, and transfer, packaging, and safekeeping expenses, as well as any other tax or duty, shall be borne by the purchaser.
9. Payment of the sale price of the property 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).

It may also be carried out in the follow ways:

- a) By the proceeds of a loan, for up to 80% 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 lending Bank in security of the loan so granted, provided however that at least 20% 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 will be collected within a period not longer than three (3) months, as of the execution of the sale contract, plus interest thereon. 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 they intend to obtain from NATIONAL BANK OF GREECE S.A., the bidder shall supply, within a reasonable period of time and in any case before the sale contract is drawn up, a document from the relevant lender confirming the intention to grant the said loan. Otherwise, the winning bidder must effect payment

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by other means (in cash) 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 ipso jure 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 20% of the sale price (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 sale contract, and provided that the balance outstanding, will be collected within a period not longer than three (3) months, as of the execution of the sale contract, plus interest thereon. 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 Bank's claim under the principal and the interest thereon for the entire period of the credit facility. The text of the Letter of Guarantee must be approved by the seller beforehand.
- In addition and in the event of failure to submit the Letter of Guarantee as above, in replacement thereto the transfer may be made under a condition subsequent (without retaining ownership and possession), thereby enabling the registration of liens in favour of the lending Bank in security of the loan granted by it, provided however that at least 20% 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 will be collected within a period not longer than two (2) months as of the issuance of the certificate of transfer registration/filing of the sale contract with the competent Registry of Deeds/ Land Registry, plus interest thereon, for the period from the date of signing the contract to the date of its collection by NBG and the full repayment at an interest rate of % . 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 entire 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 they intend to obtain by another bank or financial institution, the bidder shall supply, within a reasonable period of time and in any case before the sale contract is drawn up, a document from the relevant lender confirming

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the intention to grant the said loan. Otherwise, the winning bidder must effect payment by other means (in cash) 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 ipso jure 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.

b) By means of a leasing arrangement, which should include ETHNIKI LEASING S.A.

If this mode of property transfer is chosen, i.e. via ETHNIKI LEASING S.A. or any other firm, the bidder shall address the leasing firm ahead of the event, so that the firm can decide, in a timely manner vis-a-vis the property transfer, whether or not to accept the application for a leasing contract.

10. Up to the time of the award of the sale under term 6 hereof, the Bank is entitled, at its absolute discretion, to reject the direct sale to the potential purchaser or cancel the auction, repeat it, or even transfer the property 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 Bank 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 Bank accepts the highest bidder's request (submitted in writing prior to the expiry of the deadline, as unilaterally specified by the Bank, 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 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 machinery) or to housing loans (for other types of property), from the date of expiry of such period to the date of signing.
11. The Bank shall transfer the property as is, in legal, actual and planning terms that are known to the bidders, without having any liability thereto. The bidders declare that they have checked and examined the properties on an actual, legal and planning basis (in the case of real property), that the properties are appropriate for the bidders' purposes, and that the Bank shall bear no liability for any material defect, the purchaser waiving all rights arising from any material defect of the properties, especially under articles 516 and 540 of the Greek Civil Code.

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The bidders shall accept that in the transfer contract to be signed, they will make at least the following declarations (that may be extended depending on the number and type of the properties for sale, the payment method and any special issues that may arise during the transfer procedure):

- That they accept the sale of the property to them, and any representations by the Bank as seller.
 - That they are aware of the planning status of the property, accepting unreservedly the general and special terms of the List of Terms for the Sale, while the Bank, subject to the Law on legalization of unauthorized buildings, has carried out the legal settlement of the spaces constructed under no building permit, at the Bank's responsibility and expense.
 - That the property came into their full ownership, possession and tenancy at the agreed price (that will be paid up as per the foregoing).
 - That after examining the property's legal, planning and actual status, they found it to be absolutely satisfactory and appropriate for the intended use, when signing the transfer contract, and to be without any defect affecting the validity of the transfer contract. Also, that they are aware of and accept the property's actual and planning status.
 - That since the property is governed by the provisions on horizontal ownership they have full knowledge of the existing establishment deed, which they fully accept and enter into unreservedly.
 - That they accept any terms agreed in the property transfer contract.
12. Should the Bank reject the sale forthwith of the property or 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 thereof shall be forfeited in favour of **NATIONAL BANK OF GREECE S.A.**
- In the event that the auction takes place, the amounts paid as a guarantee by the other bidders who did not emerge as bidders are returned without interest, when the bidder completes the deposited guarantee at the rate of 10% of the amount of his bid.
13. Bids for the purchase of factories shall concern the entire premises of the factory as a single lot (land, buildings, other plant and machinery).

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

15. **NATIONAL BANK OF GREECE**, 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 Bank's Privacy Policy available at the Bank's branch network and on its website (<https://www.nbg.gr>).

16. **NATIONAL BANK OF GREECE** represents that all its legal rights are reserved.

INFORMATION NOTE

about the bidding process for properties up to € 300,000 available through direct sale

The properties are available for bidding by the potential bidders, after posting them on the online platform.

After twenty (20) calendar days from the registered date of their posting, the properties are available for sale and are marked with the indication "Buy Now".

There is a chance of submitting an offer from the moment the property is posted on the platform, which is examined after the end of the twenty (20) calendar days from the posting.

Upon receipt of an offer from a bidder, the property is marked with a relevant indication "Offer Submitted".

The announcement of the bidder as winning bidder is made after the lapse of three (3) working days from the date of submission of the offer and if the property bears the indication "Buy Now".

With the above announcement, the property is characterized with the indication "Sale in Progress".

In the meantime, if a second offer is submitted within the above deadline of three (3) working days from the submission of the first offer, then the property is auctioned through a tender (or online auction), which is announced within 5 working days.



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The announcement of the tender (or online auction), is announced at least three (3) weeks before the date of the tender.

In this case, the indication "Buy Now" is changed to "Tender to Be Announced".

PURCHASE PROCESS FOR e-AUCTION OF REAL ESTATE

NATIONAL BANK OF GREECE S.A. (hereinafter the "Bank") organizes e-Auctions of real estate in its ownership, as published in the Press and on the Bank's website. These public announcements shall include the date and time of auctions and the reserve price for each property or group of properties.

To participate in the e-Auctions of National Bank of Greece S.A., potential bidders should be aware of the following:

1. To participate in the e-auctions of National Bank of Greece S.A., potential bidders should go to the www.realestateonline.gr 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 Bank that can be accessed via the said platform.

2. The bidders, having examined the actual, legal and planning status of the properties for auction and having decided that said properties are appropriate for their purposes (note that the examination of the actual, legal and planning status on behalf of the final bidder and the ascertainment that the properties are appropriate for the bidders' purposes, shall be expressly stated in the transfer contract - see hereinbelow article 17 hereof), and upon linking to the www.realestateonline.gr 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.

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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 NBG escrow account **IBAN: GR 440110080000008000817521** 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 Bank'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 Bank (Stadiou 38, GR 105 64 REO 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 Bank (Stadiou 38, GR 105 64, REO Division) not later than three (3) days prior to the commencement of the e-auction.

In addition, the aforementioned users should upload:

- a) In the case of an individual, a digital copy of their valid ID card or passport or equivalent document;
- b) In the case of a legal entity, the said legal entity's minutes of representation and a digital copy of its Legal Representative's valid ID card or passport or equivalent document.



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The bidders shall send via e-mail at SALESREO@NBG.GR, the following required documents, provided they are digitally authenticated via www.gov.gr, otherwise, if digital authentication is not available, the original documents shall be delivered to the REO Division, Stadiou 38, Athens, in order for the bid to be reviewed.

- a) Letter of Intent to purchase Real Property, duly signed (digitally authenticated or original document).
- b) The present List of Terms of e-Auction, duly signed (digitally authenticated or original document).
- c) Proof of payment of 10% of the reserve price
- d) Digital copy of the ID card or passport or equivalent document (for individuals), company's minutes of representation in force and a digital copy of its Legal Representative's valid ID card or passport or equivalent document (for legal entities).

Then, once the Bank 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 Bank 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 NBG's 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

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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

National Bank of Greece 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;



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- 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. Submission of bids on behalf of third parties subject to relevant authorization is possible, provided that the natural person or the legal entity, whether existing or to be established, to whom the property or chattel will be transferred in the event that they win the bidding process, is declared in the bid. Such statement can also be submitted before the auction process.

If a bid is submitted by a third party 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 bidder (individual or legal entity), as per the above, participates by at least 50% in the share capital of the legal entity proposed as the purchaser, as well as in cases where the initial bidder and the purchaser are legal entities in which they participate in the share capital by at least 50%, or the final purchaser is a member of their family (spouse, child, parent), or the purchase is effected by virtue of a leasing agreement concluded with Ethniki Leasing S.A. or other company.

6. The Bank 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 Bank does not guarantee that its servers will operate without disruption or errors of any kind, free from viruses, malware or similar programs, and for this reason the Bank shall not be responsible for cases such as the above, including also cases of force majeure. The Bank



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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 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 in 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 Bank. In such case the Bank 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.

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10. Following completion of the said process, the file concerning the sale of the properties shall be forwarded to the Bank's competent Bodies that will decide whether to confirm and approve the outcome of the auction.

Thereafter, the Bank'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.

The property shall be awarded to the winning bidder subject and without prejudice to compliance with the applicable AML/CFT regulatory framework. The compliance shall be ensured by the competent Bank Units that shall apply the KYC and source of wealth verification procedures to the successful purchaser/investor, including the beneficial owner.

11. The drawing up of the sale contract shall be assigned to a notary public selected by the Bank. The signing of the sale contract must be completed within thirty (30) days as of the written notification of the Bank to the purchaser that the legal procedures have been completed and the contract is ready to be signed by the contracting parties.

Indicative and not limiting, it is noted that the average time for signing a sales contract does not exceed, usually six (6) months from the date of approval.

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

13. Payment of the sale price of the property 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).

13.1 Payment may also be effected by the proceeds of a loan, for up to 80% 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 lending Bank in security of the loan so granted, provided however that at least 20% 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, will be collected within a period not longer than three (3) months, as of the execution of the sale

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contract, plus interest thereon. 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 they intend to obtain from **NATIONAL BANK OF GREECE S.A.**, the bidder shall supply, within a reasonable period of time and in any case before the sale contract is drawn up, a document (a binding letter) from the relevant lender confirming the intention to grant the said loan. Otherwise, the winning bidder must effect payment by other means (in cash or by deferred settlement) 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 ipso jure 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 20% of the sale price (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 sale contract, and provided that the balance outstanding, plus interest thereon, will be collected within a period not longer than three (3) months, as of the execution of the sale contract, plus interest thereon. 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 Bank's claim under the principal and the interest thereon for the entire period of the credit facility. The text of the Letter of Guarantee must be approved by the seller beforehand.
- In addition and in the event of failure to submit the Letter of Guarantee as above, in replacement thereto the transfer may be made under a condition subsequent (without retaining ownership and possession), thereby enabling the registration of liens in favour of the lending Bank in security of the loan granted by it, provided however that at least 20% 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 will be collected within a period not longer than two (2) months as of the issuance of the certificate of transfer registration/filing of the sale contract with the competent Registry of Deeds/ Land Registry, plus interest thereon, for the period from the date of signing the contract to the date of its collection by NBG and the full repayment at an interest rate of % . 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 entire credited price, shall be collected concurrently



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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 they intend to obtain by another bank or financial institution, the bidder shall supply, within a reasonable period of time and in any case before the sale contract is drawn up, a document from the relevant lender confirming the intention to grant the said loan. Otherwise, the winning bidder must effect payment by other means (in cash) 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 ipso jure 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.

13.2 By means of a leasing arrangement, which should include ETHNIKI LEASING S.A. If this mode of property transfer is chosen, i.e. via ETHNIKI LEASING S.A. or any other firm, the bidder shall address the leasing firm ahead of the event, so that the firm can decide, in a timely manner vis-a-vis the property transfer, whether or not to accept the application for a leasing contract.

14. Up to the time of the award of the sale under term 9 hereof, the Bank 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 Bank 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 Bank accepts the highest bidder's request (submitted in writing prior to the expiry of the deadline, as unilaterally specified by the Bank, 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.

15. The Bank shall transfer the property as is, in legal, actual and planning terms that are known to the bidders, without having any liability thereto. The bidders declare that they have checked and examined the properties on an actual, legal and planning basis, that the properties are appropriate for the bidders' purposes, and that the Bank shall bear no liability for any material

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defect, the purchaser waiving all rights arising from any material defect of the properties, especially under articles 516 and 540 of the Greek Civil Code.

The bidders shall accept that in the transfer contract to be signed, they will make at least the following declarations (that may be extended depending on the number and type of the properties for sale, the payment method and any special issues that may arise during the transfer procedure):

- That they accept the sale of the property to them, and any representations by the Bank as seller.
- That they are aware of the planning status of the property, accepting unreservedly the general and special terms of the List of Terms for the Sale, while the Bank, subject to the Law on legalization of unauthorized buildings, has carried out the legal settlement of the spaces constructed under no building permit, at the Bank's responsibility and expense.
- That the property came into their full ownership, possession and tenancy at the agreed price (that will be paid up as per the foregoing).
- That after examining the property's legal, planning and actual status, they found it to be absolutely satisfactory and appropriate for the intended use, when signing the transfer contract, and to be without any defect affecting the validity of the transfer contract. Also, that they are aware of and accept the property's actual and planning status.
- That since the property is governed by the provisions on horizontal ownership they have full knowledge of the existing establishment deed, which they fully accept and enter into unreservedly.
- That they accept any terms agreed in the property transfer contract.

16. If the Bank cancels the auction, the guarantee shall be returned without any interest thereon. If the sale is not effected due to an omission or fault on the part of the depositor of the guarantee, the amount thereof shall be forfeited in favor of **NATIONAL BANK OF GREECE S.A.** In the event that the auction takes place, the amounts paid as a guarantee by the other bidders who did not emerge as bidders are returned without interest, when the bidder completes the deposited guarantee at the rate of 10% of the amount of his bid.

17. Bids for the purchase of factories shall concern either the entire premises of the factory as



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a single lot (land, buildings, other plant and machinery) or the machinery separately.

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

19. **NATIONAL BANK OF GREECE**, 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 Bank's Privacy Policy available at the Bank's branch network and on its website (<https://www.nbg.gr>).

20. **NATIONAL BANK OF GREECE S.A.** declares that it reserves the right to exercise any of its legal rights.

INFORMATION NOTE

The Bank's "related parties" as defined in the " Policy for the avoidance of conflict of interest for members of the Board, senior executives and other related parties of NBG" and in "IAS 24", all the staff of the General Manager's Supervisory REO (including the Bank's staff, staff of third-party companies that provide services to support the relevant processes) and members of the REO Committee are prohibited from buying real estate of the Bank.