



NATIONAL BANK OF GREECE S.A.

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

REO Division (020)

**LIST OF TERMS
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.

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)

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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.

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.

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- 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 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.

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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;
- 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



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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 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,

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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.

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.

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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 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

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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 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

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(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 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

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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 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.

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SPECIFIC ADDITIONAL TERMS

**Region of, Regional Unit of, Municipality of,
.....str.**

Description:

Reg. No.

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

Also, I have taken knowledge of the following:

1. The minimum bid is set at €..... (EUR thousand).
2. In the event of escrow on movable objects, N.B.G. is responsible for their removal.
3. The town planning and legal issues of the property can be checked by a civil engineer – lawyer of their choice.
4. In the event that the interested party identifies, or in issuing of Electronical Building Certificate, divergences from the property's condition as described hereinabove, following a respective review, the Bank 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.

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 €.....
6. In the event that the competent notary public, upon reviewing the property's file and before drafting the sale contract, requests that amendments be made on the establishment of horizontal and vertical properties, the signing of the contract shall be postponed until after the completion of the said actions without any liability on the part of the buyer. If these (amendments) are not possible the Bank shall not be liable to the bidder of the auction if the sale is not effected and in this case the amount of the guarantee (10%) paid for the relevant public sale shall be returned to him without interest.



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- 7. The seller Bank shall bear no responsibility for the water supply and connection (EYDAP rights), phone landline service, electricity, connection to natural gas supply, connection to the sewerage network or for any relevant expenses (application, approval, installation, connection, etc.).
- 8. In the event that the property is **UNFINISHED** (unfinished building), the seller Bank shall bear no responsibility for any pending financial issues of any kind whatsoever related to the issuance of the building permit and the connection of the property with the water supply and electricity network or for any debts of the Buildings Registry to IKA or EFKA that are related to the TIN of either the contractor or the former owner and the person occupying the property before NBG, which were generated prior to the award of the property to the Bank.

For any clarification or further information potential bidders should contact the Bank’s REO Division:

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Athens, *(date)* -. . .-2024

THE BIDDER