



**Invitation for expression of interest for the operation and exploitation of the canteen located in the New Container Terminal of Piraeus Port**

<b>Issue Date:</b>	April 26th, 2024
<b>Closing Date:</b>	May 16th, 2024
<b>Closing Time:</b>	17:00 Local time, Greece
<b>Issuer:</b>	PCT Single Member S.A. N.SEMPO N.Ikonio 18863 Perama Commercial Register No. 044791207000

26 April 2024

**I. Introduction & Scope**

PIRAEUS CONTAINER TERMINAL SINGLE MEMBER S.A. (hereinafter referred to as “PCT” or the “Company”) is a corporation (Société Anonyme) incorporated under the laws of Greece, with General Commercial Registry Number 044791207000 and registered offices in Piraeus, Akti Miaouli and 2, Flessa Str. The Company’s sole shareholder is the limited liability company under the corporate name “COSCO SHIPPING Ports Limited”, (hereinafter referred to as “CSPL”). PCT, pursuant to the Concession Agreement dated 25/11/2008, as currently in force, for the concession of the port installations of Piers II and III of the container terminal of the Port of Piraeus between the Piraeus Port Authority S.A., CSPL (formerly named "COSCO Pacific Limited") and PCT, which has been ratified by Law 3755/2009, as amended and in force, has undertaken the management and operation of the port installations of Piers II and III of the container terminal of the Port of Piraeus (the “**New Container Terminal**”).

The Company is seeking proposals from any person that meets the requirements set forth herein for the award of the sub-concession of the operation and exploitation of the canteen that is located in the building of the New Container Terminal, as described in the layout plan that is attached hereto as Appendix B. The canteen provides food and beverages for the Company’s employees, Piraeus Port Authority S.A.’s employees, customs personnel, maritime agencies located in the building and other traders and/or passersby.



## **II. Invitation for Expression of Interest**

This Invitation for Expression of Interest (hereinafter referred to as the “**Invitation**”) describes the award process, the requirements of the Company and the main terms of the agreement to be entered into between the Company and the selected interested party. The Invitation consists of:

- Chapter A: Scope of Sub – concession and Duration
- Chapter B: Prequalification Criteria and Financial Terms
- Chapter C: Submission Guidelines and Evaluation Procedures
- Chapter D: Legal Terms
- Appendix A : GDPR Statement & Prequalification documents
- Appendix B : Layout Plan

### **Chapter A. Scope of Sub – concession and Duration**

#### **1.1. Overview**

Interested parties shall take into consideration that in relation to the canteen to be sub-conceded hereunder, in accordance with the provisions of Law 3755/2009, (hereinafter referred to as the “**Canteen**”) the sub – concessionaire shall meet the following requirements:

- The Canteen shall operate continuously from 07:00 to 19:00 (Monday- Friday) & 07:00-15:00 (Saturday). The hours and days of operation of the Canteen may be modified according to the needs of the people it serves, following relevant notification of the Company.
- The Canteen should be fully licensed as a “KYE” store (health interest store) and the sub- concessionaire thereof shall: (a) obtain and maintain in force all the necessary licenses, certificates, approvals, etc.; and (b) make all notifications required by the applicable legislation.
- The sub- concessionaire will operate the Canteen for the service of the persons mentioned above. It is expressly stated that the sub- concessionaire shall not change the use of the Canteen, without the prior written consent of the Company, shall not be entitled to assign the use of the Canteen to another person (with or without consideration, entirely or partially) and shall not change its corporate composition (shareholding structure) or hire any partner without the Company’s prior written consent.



- The items that will be available for sale in the Canteen will be coffees, soft drinks, sweets, sandwiches, toast, pastries and related foods. The sub – concessionaire will also be able to provide certain cooked foods such as baked foods, casseroles, potatoes, etc. The sub - concessionaire shall be obliged, in the event that it intends to make use of the possibility of preparing and making available cooked food, to ensure the installation of modern ventilation systems in the kitchen/preparation area, so as to avoid the diffusion of odors both in the area of the Canteen hall as well as in the other areas of the building.
- The sub- concessionaire shall not carry out any works on the building or its exterior, including any architectural and decorative alterations, without obtaining the prior written consent of PCT. Such alterations shall remain for the benefit of the building after the termination of the sub-concession in any way and shall be carried out at the responsibility, risk, and expense of the sub-concessionaire, who shall issue all necessary permits as may be required and shall bear all liability arising in connection with the execution of the alteration works.
- The sub – concessionaire shall not install in the Canteen any device or material that could cause a risk to the safety of the building as well as the people inside the building.
- The sub -concessionaire shall be fully responsible for the safety of the premises it uses and for all equipment or goods or raw materials that it will install in the Canteen or will make available, as well as for the passersby. In the event of any loss, damage, or destruction of the Canteen or of the equipment or goods or raw materials that the sub-concessionaire will install or bring in the Canteen, for any cause whatsoever, including any events of force majeure, the Company shall not be liable to indemnify the sub-concessionaire for any loss or damage that may be caused to the Canteen or to the equipment or goods or raw materials that the sub-concessionaire will install or bring in the Canteen. The sub – concessionaire shall be exclusively liable for any such a damage, loss, or destruction.
- The sub - concessionaire shall take all necessary measures to eliminate any risk of damage to the property of the Company or other third parties or accidents to third parties. The sub - concessionaire shall be exclusively liable for any damage or loss arising from or related to the operation of the Canteen.
- The sub – concessionaire shall always keep the Canteen and its exterior clean.



- The sub - concessionaire shall facilitate the inspections of the competent authorities and shall comply fully with their instructions.
- The sub - concessionaire undertakes the supply and installation of all movable things, utensils and equipment that are necessary for the operation of the Canteen with their own workshops.
- The sub - concessionaire is solely responsible for the restoration of any damage to its equipment or the PCT's equipment and/or illness, bodily injury or death that may occur to its own staff, or to PCT's staff and/or to any third parties, employees or non, attributable, either directly or indirectly, to the operation of the Canteen.
- The sub-concessionaire shall maintain at its own expense throughout the duration of the sub - concession the following insurance policies:
  - (a) Property policy against all risks (such as: risk of fire, explosion, smoke, terrorist and malicious acts, vehicle collision, thunderstorm, storm, flood, pipes breakage, theft, burglary, short circuit, etc.) covering the building with a minimum insurance value of EUR 1.000 per s.m., naming PCT as beneficiary in case of claim event.
  - (b) Property policy covering the sub-concessionaire's equipment and raw materials.
  - (c) Insurance policy for civil liability against third parties to cover risks arising out of the sub -concessionaire's activities carried out in the premises allocated to it, with adequate limits and extensions, similar to the insurance normally taken out by undertakings carrying out a related activity, such as (a) Bodily Injury and Material Damages due to food poisoning and (b) Product Liability. Liability limits should be at least EUR 150.000 per person and EUR 300.000 per event and in the annual aggregate. The Product Liability minimum indemnity shall be no less than EUR 150.000 per event and in the annual aggregate.
  - (d) Employer Liability with liability limits of at least EUR 100.000 per person and EUR 200.000 per event and in the annual aggregate.

For any repair, addition, improvement, etc. of the Canteen, throughout the term of the contract, the sub – concessionaire shall, prior to the commencement of work, insure the work to be performed and the Company against all risk of death, accident or damage to the workers on the project, any other third party and their property.



All insurance policies will be underwritten with an insurance company accepted by the Company, in accordance with the terms of the insurance market, and copies will be submitted to the Company.

- The sub- concessionaire shall ensure that its employees working in the Canteen will have a decent professional appearance as expected of employees working in workplaces such as the Canteen and treat the customers of the Canteen with courtesy and professionalism. For the sake of clarity, it is clarified that all the staff employed in the Canteen will be hired by the sub – concessionaire and therefore, the sub -concessionaire is solely responsible for the payment of their wages, including statutory allowances and insurance contributions.
- The provision of the services of the sub – concessionaire’s staff does not create a working relationship between them and PCT. The sub – concessionaire remains solely responsible for the personnel it will use. It is also solely responsible for compliance with labor laws with respect to its personnel. PCT retains the right to check and any time that all the sub – concessionaire’s employees are compliant to Greek Labor law legislation and EFKA requirements (e.g employer, insurance contributions etc.)

**The Canteen will be delivered to the sub-concessionaire “as is” and in whatever condition it will be at the time of its delivery to the sub-concessionaire. The Company shall not be responsible for the condition of the Canteen at the point in time that it will be delivered to the sub-concessionaire, and the interested parties are required to do their own inspections and research in order to ascertain the condition of the Canteen. Thus, the sub-concessionaire shall have no right to claim any adjustment or reduction of the consideration (sub-concession fee) or to seek termination of the sub-concession for any reason related to the condition of the Canteen at the point in time that it will be delivered to the sub-concessionaire.**

## **1.2. Financial requirements**

The initial consideration (sub-concession fee) for the sub- concession of the Canteen shall be at least Four Thousand Euros (4.000,00 Euro) per month/year.

The above consideration will be paid together with the corresponding stamp duty 3.6% and all legal surcharges.

This consideration shall be due within the first three (3) calendar days of each calendar month throughout the duration of the contractual relationship through a bank deposit to the bank account indicated by the Company.



The monthly rent will be adjusted annually by application of an augmentation by the value of 75% of the Consumer Price Index (CPI). Negative fluctuation of the Index value shall limit the adjustment to zero.

The sub – concessionaire shall bear the cost of electricity, water supply and sewerage, heating, telephone connection, etc. whether these are provided through external networks of the Company or directly by the supplier concerned.

Interested parties shall bear in mind that for the signing of the contract with the Company, an amount no less than twenty-four thousand (24,000.00) euros (the exact amount will be calculated based on the agreed sub – concession fee multiplied by six) must be deposited in the Company's bank account. This amount shall be deposited as a guarantee for the faithful and exact observance of the terms of the sub- concession contract. The amount of the guarantee will remain in the hands of the Company without interest and will be returned to the sub- concessionaire after the expiry of the sub- concession and the complete and smooth return of the Canteen to the Company in the agreed condition and subject to the payment of all consideration, bills, etc. and full restitution of all damages and deterioration of the Canteen, including those due to ordinary use.

### **1.3. Term (Duration)**

The sub -concession shall commence on Monday, July 1<sup>st</sup>, 2024, marking the effective date of the contract. It is hereby established that the total duration of the contract will be three (3) years. Any extension of the duration of the sub- concession shall be at the sole discretion of the Company and shall be granted after a relevant decision of the Company's competent corporate body. The sub- concession shall be terminated automatically *inter alia* if the sub -concessionaire is dissolved or declared bankrupt.

### **1.4. Facility Utility Infrastructure Overview**

- i. The provided area as in attached layout (Appendix B): 155 sq meters.

The Canteen area occupying a total area of 155 sq.m. (with 120 sq.m. for indoor use and 35 sq.m. for open serving space), is publicly accessible within the N.Sempo building. Its power supply comprises of two three-phase sources: 3x63A for internal operations, excluding refrigeration and air conditioning, with its own meter, and 3x25A for refrigeration, backed by a generator, also with its own meter. Air conditioning, integral to the building's system, is not individually metered; its electricity usage is calculated proportionally.



## **Chapter B. Prequalification Criteria**

### **2.1 Eligibility Criteria**

Eligible is an interested party that meets the following criteria:

- It shall be a legal entity, a firm/company incorporated under the laws of Greece or a consortium operating under the laws of Greece.
- It (or in the case of a consortium, the leader member of the consortium) shall have at least five (5) years of previous experience and expertise in handling catering, canteen or F&B services for similar organizations or Public Sectors. In this context, it shall engage employees who have appropriate and relevant experience.

### **2.2 Exclusion Criteria**

The PCT reserves the right to disqualify the interested parties at its sole and absolute discretion, if, indicatively, an interested party (or in case of a consortium, any member of the consortium):

- is bankrupt, insolvent, or unable to pay its debts as they fall due, or any act or event of bankruptcy or insolvency occurs in any jurisdiction where it has assets or a place of business or is placed under a legal status entailing the loss of free management of its assets or is dissolved (wound up).
- has not fulfilled or otherwise come to a lawful arrangement in respect of any obligations relating to the payment of social security contributions, to the extent applicable.
- has not fulfilled or otherwise come to a lawful arrangement in respect of any obligations relating to the payment of taxes, to the extent applicable.
- a member of the administrative, management or supervisory body of that interested party has been subject of conviction by final judgement under the relevant applicable legal provisions on the criminal offences indicatively mentioned below: participation in a criminal organization, corruption, fraud, terrorist offences or offences linked to terrorist activities, money laundering or terrorist financing, child labor and other forms of trafficking in human beings, embezzlement, extortion, forgery, perjury, as these criminal offenses are defined in Greek Law.
- has been found guilty of misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the criteria presented in the present, has withheld such information or is unable to submit the required documents supporting such information.



PCT requires all relevant supporting documents that certifies and proves the above requirements and in general the requested information.

### **2.3 Selection Criteria**

The selection criterion is the most economically advantageous proposal based on the financial offer. The highest offer shall be selected.

**Financial Offer:** The financial offer of interested parties shall specify the exact and final amount offered as a consideration. The financial offer should be absolutely clear, and it shall be excluded if it contains terms that do not allow an accurate and complete comparison of the offers (for example “To be discussed”, “Depending on x”, “alternative financial offer” etc.) or refer to external conditions. **(FOLDER A)**.

It is self – evident that offers that are less than the initial consideration of 4.000 Euros/per month are inadmissible.

### **2.4 Solemn Declaration**

Interested parties shall submit to the PCT a solemn declaration (Article 8 of Law 1599/1986) of the interested party’s legal representative (digitally signed or from gov.gr) stating that:

- i. The interested party meets the eligibility criteria of paragraph 2.1 above.
- ii. The interested party is fully aware of the content of this Invitation and accepts unconditionally and unreservedly all its terms and conditions.
- iii. The interested party acknowledges that its participation is at its sole risk and expense.
- iv. The interested party guarantees the accuracy of its financial offer and acknowledges that no adjustment of its proposed sub – concession fee shall be made unilaterally for any reason whatsoever.
- v. The submitted proposal shall be binding on the interested party for a period of sixty days (60) days from the submission deadline; within which, the PCT shall have the right to invite the selected interested party in writing to conclude a contract, and the selected interested party shall be obligated to appear.
- vi. There exist no corporate restrictions, conflicts of interest, restrictions arising under competition law or any other legal restrictions preventing the interesting party from submitting a proposal.





- vii. No exclusion criteria, as set forth in 2.2 above, are met.
- viii. Neither the interested party itself, its controlling shareholder(s) nor any of its subsidiaries, or (to its knowledge) any of its directors or senior officers is, or is subject to dominant influence of or controlled by an individual/entity that is, the subject of any economic or financial sanctions or trade embargoes (collectively, "Sanctions") administered, enforced or imposed by the United Nations Security Council, the European Union or the United States from time to time.

This declaration and all the supporting documentation shall be submitted in folder B **(FOLDER B)**.

The interested parties shall ensure that their statements remain valid throughout the award process.

If the interested party is a consortium, the FOLDER shall include a solemn declaration containing the above statements for each member of the consortium.

PCT requires that the interested parties submit clarifications, supporting documentation and evidence on issues in relation to the statements above.

## **Chapter C. Submission Guidelines and Evaluation Procedures**

### **3.1. Submission method**

- All offers should be submitted via email sent only to Mr. Konstantinos Ampelidis ([Konstantinos.Ampelidis@pct.com.gr](mailto:Konstantinos.Ampelidis@pct.com.gr) , Phone: +30 210 4099100) **until 16/05/2024 17:00pm (submission deadline)**. Emails with offers received after the submission deadline will not be evaluated.
- The **Financial Offer (Folder A)** should clearly be named the file with the indication "**Financial Folder**" and sent in a separate .zip format file encrypted with password.
- The **Folder B** should clearly be named the file with the indication "**Qualitative Qualifications Folder**" and sent in a separate .zip format file encrypted with password.
- The interested parties should not submit any passwords. Passwords will be requested from PCT according to its internal policy.
- The documents contained in the .zip file should be either in word, excel or pdf format.
- All files submitted shall be clearly marked with the relative indication, "COMPANY NAME\_PROPOSAL FOR THE AWARD OF THE USE AND EXPLOITATION OF THE CANTEEN", as appropriate (note: lack of proper identification may invalidate the proposal)



- Any financial information in Folder B may invalidate your proposal.

Interested parties may request additional information or clarifications in relation to this Invitation by submitting questions up to six (6) days (included) prior to the submission deadline in writing via e-mail at: [Konstantinos.Ampelidis@pct.com.gr](mailto:Konstantinos.Ampelidis@pct.com.gr)

PCT's responses in writing will be communicated to the Interested parties up to two (2) days prior to the submission deadline. The Interested parties may not invoke any oral answers, clarifications, or discussions with PCT or its employees, executives, or advisors, and any such invocation will be rejected and will not be taken into account.

### **3.2. Validity**

The proposals (consisting of FOLDERS A and B) shall be valid for a period of sixty (60) days from the submission deadline. Interested parties may be asked to extend the validity of their proposals for additional months.

A proposal shall only be deemed to be accepted when a notification of acceptance is communicated to the interested party by email. The date of transmittal of the email notifying acceptance shall be deemed to be the date of acceptance of the proposal. Acceptance of a proposal submitted shall create an irrevocable obligation on the selected interested party, immediately after the acceptance date, to enter into a contract with PCT.

It is at the PCT's sole discretion to consider all proposals to be void and invalid and cancel the whole bidding process. No compensation will be paid to the bidders under these circumstances.

### **3.3. True and Correct statements**

Each interested party understands that the information contained in its proposal will be relied upon by the evaluators in making their decision with respect to the award of the contract and such information is expressly warranted by the interested party to be true and correct. Furthermore, each interested party will furnish such supporting and confirming information, prior to the award of the tender, as may be reasonably requested by PCT.



### **3.4. GDPR statement & Prequalification Criteria**

PCT legitimately considers that each Interested party submitting a proposal in relation to this Invitation, complies with all relevant provisions on the data protection legislation in Greece and European Union and any other applicable data protection legislation in any relevant jurisdiction, including but not limited to the EU's General Data Protection Regulation (GDPR) 2016/679 and Greek Law 4624/2019. Indicatively, each Interested party, by submitting a proposal, represents and guarantees that:

- a. The Interested party has obtained from any data subject involved his/her explicit consent and authorization to transmit his/her personal data to PCT for PCT to process and maintain a record thereof for the purposes of this tender.
- b. The Personal Data the Interested party transmits is accurate, up to date, correct, and relevant to this tender.
- c. If needed, the Interested party shall assist PCT in the lawful processing of Personal Data and promptly notify PCT of any data subject's request.
- d. The Interested party has informed the data subjects of their rights under the GDPR Regulation and the relevant legislation, as well as of its intention to further transfer them to PCT.

The participants are required to fill in, print and sign the GDPR statement as attached in Appendix C and include the hardcopy printed or scanned document in the Technical and Qualitative Qualifications envelope.

Additionally, the participants are required to scan in pdf. format documents concerning the Technical and Qualitative Qualifications as mentioned in Appendix A, "REQUESTED PREQUALIFICATION DOCUMENTS".

### **3.5. ASSESSMENT OF PROPOSALS**

A panel will be formed to review and evaluate the proposals, as well as any supplementary information PCT may obtain during the evaluation process through clarifications, presentations, and interviews with interested parties. The assessment will be performed in order to ensure compliance of the interested parties with the provisions hereof.

Interested parties that meet the eligibility criteria and are not subject to exclusion may be asked to submit their **BEST AND FINAL OFFER**.



## **Chapter D. Legal Terms**

### **Governing Law and Jurisdiction**

This Invitation shall be governed by and construed in accordance with the laws of Greece. Any disputes in relation to the present Invitation shall be resolved by the competent courts of Athens.

**The provisions of Presidential Decree 34/1995 do not apply to the present sub-concession.**

### **Language**

The original languages of this tender process are Greek and English. Consequently, offers shall be prepared and submitted in both languages. In the event of any discrepancy, the Greek text shall prevail.

### **Other terms**

- i. Submitting a proposal entails full and unreserved acceptance of all terms and conditions of this Invitation.
- ii. No representations, warranties, or commitments, whether express or tacit, have been or can be given or shall be given in relation to the accuracy, adequacy or completeness of the tender process, this document and the informational data provided by PCT to the interested parties during the tender process.
- iii. This Invitation does not constitute an offer to enter into an agreement and no contractual relationship is established hereby.
- iv. PCT reserves the right, at its sole discretion, to repeat, postpone, cancel, suspend, or amend the tender process, at any time, without prior notice and without any liability towards the interested parties and/or third parties. No person shall acquire against PCT and all its employees, officers, advisors, and agents in general, any right or claim for compensation, or indemnification, or other, for any reason or cause whatsoever relating to this Invitation for Expression of Interest and/or its participation in the tender process.
- v. Interested parties understand and acknowledge that exclusion from this tender process or failure in the tender process or cancellation or adjournment of the tender process by PCT does not give rise to any right for any interested parties and/or



any third party to claim any compensation or indemnity, for any reason whatsoever, including but not limited to any alleged loss or damage or alleged loss of profits or loss of opportunity or any costs relating to the participation in the tender process, from PCT and/or its employees, officers or advisors, and agents in general.

vi. It is at the PCT's sole and absolute discretion to consider the proposals void and invalid in their entirety, without it being held liable in any way to the interested parties and/or third parties.

vii. PCT reserves the right to enter into negotiations with the selected interested party after the evaluation process and before concluding a contract and to terminate any negotiations or discussions at any stage, without any liability.

viii. PCT shall use the documents, information, data and supporting documentation provided by interested parties for the purposes of awarding and executing a contract.

ix. Interested parties are prohibited from forming alliances or exchanging information, which may cause damage to the interests of PCT and/or may exclude the participation of other interested parties.



## APPENDICES

### Appendix A

#### Prequalification documents

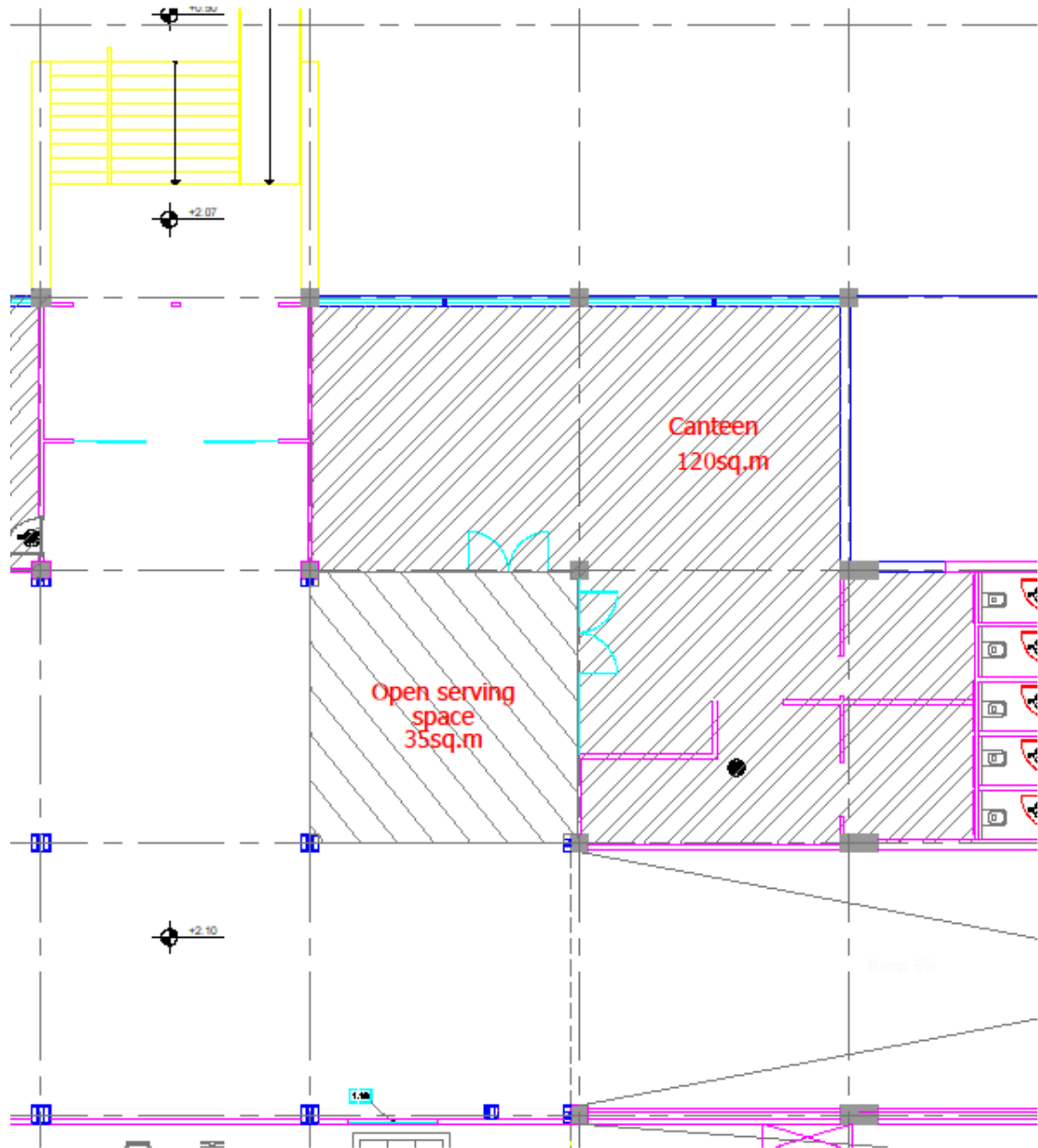
<b>REQUESTED PREQUALIFICATION DOCUMENTS</b>		
Please submit the relevant documents as per each company details mentioned below:		
<b><u>INFORMATION REQUESTED</u></b>	<b><u>ΑΠΑΙΤΟΥΜΕΝΑ ΣΤΟΙΧΕΙΑ</u></b>	<b>GREECE</b>
Company Full Details	Πλήρη Στοιχεία Επιχείρησης	<b>REQUIRED</b>
TAX Certification	Φορολογική Ενημερότητα	<b>REQUIRED</b>
Social Security Certification	Ασφαλιστική Ενημερότητα	<b>REQUIRED</b>
G.E.M.I. (General Electrical Commercial Registry) Up-to-date authorization letter *	Γ.Ε.Μ.Η. (Επικαιροποιημένο "ΓΕΝΙΚΟ ΠΙΣΤΟΠΟΙΗΤΙΚΟ") *	<b>REQUIRED</b>
TAXISNET -personalized information (from Taxisnet) Up To Date Registry Verification *	TAXISNET- Σελίδες "Προσωποποιημένης Πληροφόρησης" στοιχεία μητρώου νομικού προσώπου*	<b>REQUIRED</b>
TAXISNET -personalized information (from Taxisnet) Up To Date Registry Verification *	TAXISNET- Σελίδες "Προσωποποιημένης Πληροφόρησης" στοιχεία μητρώου επιχείρησης*	<b>REQUIRED</b>

#### **Important information :**

- 1) All documents should be submitted to PCT via email except GDPR that needs to be submitted also in Hard Copy form.
- 2) Documents sent must be labeled correctly with their proper name according to what is included (example : taxisnet.pdf)

Appendix B

Layout Plan





## Appendix C

### GDPR Statement

The company under the name ..... (hereinafter referred to as the "**Company**"), as duly represented by Mr/Mrs ....., acknowledges that it may be required to disclose and share with PCT S.M. S.A., personal data of the Company's clients, employees, representatives and/or agents (hereinafter referred to as the "**Data Subjects**") in the context of the potential cooperation with PCT S.M. S.A. The Company hereby unreservedly, freely and explicitly declares that (a) it shall obtain from the Data Subjects their explicit consent and authorization to proceed with the disclosure of their personal data to PCT S.M. S.A. or PCT S.M. S.A. affiliated companies according to the provisions of GDPR for the purpose of PCT S.M. S.A. processing and keeping record of such personal data in the context of the scope described above for a time period not exceeding 20 years, unless the keeping of records for a longer time is required so that PCT S.M. S.A. exercises or defends its legal rights, (b) the Data Subjects' personal data disclosed to PCT S.M. S.A. are accurate, complete, relevant and up-to-date for the purpose of the transaction described, (c) it will provide all such information, assistance and cooperation as PCT S.M. S.A. may reasonably require in order to ensure compliance with the applicable Data Protection legislation, and shall take appropriate measures to ensure the protection of personal data and impose the above mentioned obligations to its employees or any third parties involved (d) it adequately informs the Data Subjects about their rights deriving from GDPR and the Greek legislation, as in force, and PCT S.M. S.A. intention to transfer Data Subjects' personal data to third countries and (e) it grants to PCT S.M. S.A. and/or PCT S.M. S.A. affiliated companies the authorization to collect and keep record of the Data Subjects' personal data in accordance with GDPR and the applicable Greek legislation. More specifically the Company declares that it informs the Data Subjects of their rights under the applicable EU data protection legislation, including but not limited to the following:

- right to access and obtain a copy of the personal data undergoing processing;
- right to obtain the rectification of inaccurate personal data of them;
- right to obtain the erasure of their personal data;
- right to obtain restriction of processing or right to object to the processing;
- right to transmit their personal data to another controller without hindrance;
- right to lodge a complaint before the competent Hellenic Data Protection Authority.
- right to address a request for exercising their rights or a question in relation to the present declaration-representation or the processing of their





personal data to PCT S.M. S.A. Data Protection Officer (Mr. Nikolaos Petsos, Tel. 210 4099100 (Int. 170), Email [GDPR@pct.com.gr](mailto:GDPR@pct.com.gr)).

The Company hereby undertakes to indemnify and hold harmless PCT S.M. S.A. and PCT S.M. S.A. affiliated companies from and against any and all actual and direct claims, losses, damages, liabilities and reasonable costs and expenses (including reasonable court and reasonable attorney's fees) and causes of action of whatsoever nature or character, arising directly out of the Company's breach of the representations and warranties provided hereunder. For the avoidance of doubt, the indemnification provided hereunder shall be effective to the maximum extent permitted by the applicable laws.

The Company also acknowledges that PCT S.M. S.A. is entitled to process and keep record of the Data Subjects' personal data until the present declaration-representation is revoked by the Company and such revocation is notified to PCT S.M. S.A.

Date

Signature of the Company