

TENDER FORM
FOR THE PURCHASE OF A PROPERTY FROM GORDIAN HOLDINGS LIMITED (“GORDIAN”)

Date:/...../.....

Property Website ID (“Property”)

DETAILS OF TENDERER

Name / Company Name

ID / Passport Number / Registration
Number

Residential Address / Registered Office

Telephone Number/ Mobile Number

Email address

OFFER

Amount (€) – excluding VAT

Amount written in full – excluding VAT

Tenderer’s Signature

[Name of authorised signatory – where the tenderer is a legal entity:
.....]

[Position of authorised signatory - where the tenderer is a legal entity:]

DETAILS AND AUTHORISATION OF REAL ESTATE AGENT (to be completed by the tenderer where applicable)

Date:/...../.....

I/We.....(with ID/ passport number / registration number.....) hereby authorise (with Real Estate Registration number and Licence Number) to act on my/our behalf in relation to all acts, negotiations and/or actions required for the purchase of the Property (as defined in the first page above) from Gordian.

The present authorisation shall be valid solely for the purpose of the purchase of the Property by me/us, and shall be in force for the latest of, either a period of 90 days from the date set out at the top of this authorisation, or until completion of the purchase the Property where I/we have entered into an agreement for the purchase of the Property from Gordian within 90 days from the date of this authorisation, unless (in either case), Gordian previously received written notice by me / us of the revocation of the present authorisation.

Tenderer(s) name

--	--

Tenderer(s) Signature(s)

	<p>.....</p> <p>Authorised Signatory For and on behalf of (include legal entity's name, where the tenderer is a legal entity)</p> <p>.....</p> <p>[Position of authorised signatory(ies) signing this authorisation (where the tenderer is a legal entity)]</p>
--	---

DECLARATION BY REAL ESTATE AGENT (to be completed by the real estate agent where the tenderer is represented by a real estate agent)

Date:/...../.....

I/We, acknowledge and agree that where I/we have introduced the tenderer to Gordian, I/ we will be entitled to a commission if permitted by, and subject to and in accordance with the 'General Terms and Conditions for the Submission of an Offer for the Purchase of a Property' set out below (including in particular and without limitation sections 19-21), and provided that I/we have complied with all applicable laws and regulations.

I/We hereby confirm that I am / we are duly licensed as a real estate agent and registered under the laws of Cyprus. I/We also declare that as at the date of this Declaration and to the best of my/our knowledge and belief, the information set out in the Disclosure section below of this Declaration is true and accurate.

Disclosure

Instruction to the real estate agent: please tick the appropriate circle(s) below and where applicable, fill in the required information:

- The real estate agent, and/or a first degree relative of the real estate agent (the spouse or child), does not have an interest with/in the tenderer, or vice versa.
- The real estate agent has the following interest with/in the tenderer, or vice versa:
 - the real estate agent is a first degree relative (the spouse or child) of the tenderer, or vice versa;
 - the real estate agent is a shareholder of the tenderer, or vice versa – holds [.....]% of the relevant shares;
 - a first degree relative (the spouse or child) of the real estate agent is a shareholder of the tenderer, or vice versa, – holds [.....]% of the relevant shares; or
 - the real estate agent or a first degree relative thereof (the spouse or child) is a shareholder of a direct or indirect holding company of the tenderer (or of a first degree relative thereof), or vice versa, – holds [.....]% of the relevant shares.

Real Estate Agent's name	
Real Estate Agent's Signature	<p>[For and on behalf of (include legal entity's name, where the real estate agent is a legal entity)]</p> <p>.....</p>

Real Estate Agent's Licence Number	[Name and position of authorised signatory of real estate agent where the real estate agent is a legal entity]

Real Estate Agent's Email	
---------------------------	--

Real Estate Agent's contact number	
------------------------------------	--

PERSONAL DATA

In order to be informed about how we, Gordian Holdings Limited process personal data, the rights of data subjects and other important information regarding the collation and use of personal data by us, please read the Gordian Holdings Limited Privacy Notice, which is available on our website at <https://gogordian.com/privacy-policy/> (the "Privacy Notice").

Where the tenderer is a legal entity, the tenderer undertakes to inform its directors, officers, shareholders, ultimate beneficial owners and its authorised representatives who are natural persons, that they can learn about the processing of their personal data, their rights as well as other important information regarding the security and use of their personal data by Gordian, by referring them to the Gordian's Privacy Notice.

GENERAL TERMS AND CONDITIONS FOR THE SUBMISSION OF AN OFFER FOR THE PURCHASE OF A PROPERTY

1. An offer for the purchase of a property from Gordian Holdings Limited with reg. no. HE378128 or a subsidiary of Gordian ("**Gordian**" or "**we**" or "**us**" or "**our**") must be made through the submission of this Tender Form to Gordian in accordance with paragraph 4 below. The Tender Form must be completed in full and duly signed by the tenderer (and where appropriate, the real estate agent). Tender Forms submitted which are not duly completed and signed as required, shall not be accepted.
2. If the tenderer is a legal entity (a company or a Limited Liability Partnership), the Tender Form must be signed by the legal entity's directors or authorised signatories and the legal entity's name must be completed in full. The tenderer's certificate of incorporation and the identification documents of the tenderer's authorised signatories, and any other documents which may be requested by Gordian, must be submitted with this Tender Form.
3. The entry date of any property on our website <https://gogordian.com/> (the "**Website**") initiates the tender process whereby tenders may be submitted for the purchase of that property by interested parties for a tender process period determined by us in our absolute discretion. During such period, properties are will be labelled as "AVAILABLE". Properties for



which an offer has been accepted will be labelled as “UNDER OFFER” and as soon as a property is sold it will be labelled as “SOLD”.

4. Tender Forms must be sent by email to offers@gordianholdings.com.

Gordian reserves the right not to review a Tender Form which is delivered otherwise than as described above; and such an offer may be considered as having not been made.

5. Gordian reserves the right, in its absolute discretion, to consider, review or reject a Tender Form received in accordance with paragraph 4 above, irrespective of the amount offered for the purchase of the property in the Tender Form (including whether the offer is the highest offer price for the purchase of the property) or of the date and time by which the Tender Form was submitted. Furthermore, irrespective of whether or not the tender process for a particular property has ended, Gordian reserves the right to consider and review any Tender Forms submitted at any time and proceed, in its absolute discretion, with the sale of the property to any third party at any time.
6. Gordian shall not be held liable towards any tenderer in the event that, for any reason whatsoever, the Tender Form is not received or is received with a delay by Gordian, and Gordian reserves the right not to review a Tender Form submitted, in its absolute discretion, without providing any reason.
7. In the event that a Tender Form is not reviewed or is rejected by Gordian, or in the event where the property is no longer available for sale, Gordian may inform the tenderer accordingly, without however being obliged to mention the reason for the rejection of an offer.
8. Gordian will be obliged to proceed with the sale of a property to a tenderer only upon the acceptance of the tenderer’s offer and the signing by the successful tenderer and Gordian of a reservation agreement (the “**Reservation Agreement**”) and a sale and purchase agreement (the “**Sale and Purchase Agreement**”) concerning the property (or such other document(s) determined by Gordian and agreed to by the successful tenderer) and the completion of the conditions of these agreements.
9. Gordian will notify the successful tenderer that the tenderer’s offer (made via the Tender Form) has been conditionally accepted via an acceptance letter or email (the “**Acceptance Letter**”) and will share with the successful tenderer the Reservation Agreement and the Sale and Purchase Agreement concerning the property. Unless otherwise agreed by Gordian, the successful tenderer has 5 (five) days from the date set out at the beginning of the Reservation Agreement to sign the Reservation Agreement, pay to Gordian the reservation deposit of either of:
 - €5,000 where the purchase price of the property is below €300,000;
 - €10,000 where the purchase price of the property is between €300,000 and €500,000;
 - €20,000 where the purchase price of the property is between €500,000 and €1,000,000;
 - the lower of up to 5% of the purchase price of the property and €100,000, where the purchase price of the property is over €1,000,000;

(the “**Reservation Deposit**”), and return to Gordian the signed Reservation Agreement (in accordance with its terms) in order to reserve and lock the property for a period of 30 (thirty)

days (or such other period set out in the Reservation Agreement or agreed to by Gordian in writing) thereafter.

10. Until the receipt by Gordian of the Reservation Agreement signed by the successful tenderer and of the Reservation Deposit, Gordian reserves the right to withdraw the acceptance of an offer set out in the Acceptance Letter at any time and for any reason on written notice to the successful tenderer; and will not be liable to the successful tenderer for any costs, fees and/or expenses (including but not limited to professional fees) that the successful tenderer may have incurred with respect to the property, if it is withdrawn by Gordian.
11. Within the period of 30 (thirty) days from the date of receipt by Gordian of the Reservation Agreement signed by the successful tenderer (or such other period set out in the Reservation Agreement or agreed to by Gordian in writing), the successful tenderer, in its capacity as the purchaser (the "**Purchaser**") must sign and return to Gordian the Sale and Purchase Agreement concerning the Property, and pay to Gordian the balance of 30% of the purchase price of the Property (i.e. 30% of the purchase price of the Property less the Reservation Deposit, the "**Balance Deposit**") in accordance with the terms of the Sale and Purchase Agreement.

The remaining 70% of the purchase price of the property (the "**Balance of the Purchaser Price**"), must be paid by the Purchaser to Gordian simultaneously with the transfer and registration of the property at the Land Registry in the name of the Purchaser which shall take place no later than thirty (30) days from the signing of the Sale and Purchase Agreement. Failure of the Purchaser to do so will entitle Gordian, at its absolute discretion, to terminate the Sale and Purchase Agreement due to the Purchaser's material breach (and in such case, monetise, advertise and/or sell the property to any third party as it sees fit), withhold any deposit already paid by the Purchaser towards the purchase of the property, and/or claim any other remedy it may be legally entitled to, in all cases, without the Purchaser having any claim against Gordian in relation to the property, the deposit paid or otherwise, including but not limited to any costs and/or expenses which the Purchaser may have incurred in relation to the property to that date. In the event of termination of the Sale and Purchase Agreement, the Purchaser will also be obliged to withdraw immediately the Sale and Purchase Agreement from the Land Registry if it has been submitted for registration at the Land Registry.

12. Any amount due to Gordian pursuant to the Reservation Agreement and/or the Sale and Purchase Agreement (and/or any other agreement concerning the purchase of the property entered into between the Purchaser and Gordian), will be deemed as paid only once it is cleared in Gordian's bank account (set out in these agreements); and the Balance Deposit and the Balance of the Purchase Price will only be accepted by Gordian once Gordian completes to its satisfaction all the Know Your Customer (KYC) and anti-money laundering checks required by applicable KYC and anti-money laundering laws and regulations, relevant regulatory authorities and/or its internal practices. For this purpose, the Purchaser agrees to provide to Gordian all the KYC documentation and other information that Gordian may request from the tenderer, within the timeframe set out in the Reservation Agreement and/or the Sale and Purchase Agreement.
13. Until full payment of the purchase price of the property to Gordian and the transfer of the full ownership of the property to the Purchaser, Gordian shall retain the ownership and possession of the property.

14. Unless otherwise agreed to by Gordian, the process for the stamping of the Sale and Purchase Agreement shall be carried out by Gordian and/or its agents, whilst the stamp duty fee shall be borne and paid exclusively by the Purchaser, who will also be responsible for paying the relevant Land Registry fees for the submission of the Sale and Purchase Agreement (if any) at the Land Registry.
15. The Purchaser shall also pay the property transfer fees and costs for the registration of the property in the Purchaser's name at the Land Registry.
16. By entering into the Reservation Agreement and/or the Sale and Purchase Agreement, the Purchaser declares that he has visited and inspected the property and has reviewed all the available documents concerning the property and is fully satisfied with the property's state and condition, both physically and from a legal perspective. Gordian shall not bear any liability towards the Purchaser in relation to any legal or physical defect of the property. The Purchaser also declares that the Purchaser purchases the property at its present state and condition irrespective of any description of the property in the title deeds and/or in any other document including without limitation any architectural plans, valuations, technical due diligence reports, advertisement or brochure concerning the property.
17. The Purchaser may not assign its rights and obligations under the Tender Form, the Acceptance Letter, the Reservation Agreement and/or the Sale and Purchase Agreement without Gordian's prior written consent.
18. Where the sale of the property is subject to VAT, Gordian will issue an invoice of receipt including the applicable VAT, to the Purchaser, upon each payment made by the purchaser to Gordian.
19. In order for a Tender Form submitted by a registered, licensed real estate agent to be reviewed by Gordian, it must state the name and details of the tenderer, and the 'Details and Authorisation of Real Estate Agent' and the 'Tenderer's Acceptance' sections therein must be duly completed and signed by the tenderer. In addition, the 'Declaration by Real Estate Agent' section of the Tender Form, must be duly completed and signed by the real estate agent. In no event is Gordian bound towards the real estate agent prior to the completion of the sale of the property in accordance with the terms of the Reservation Agreement and the Sale and Purchase Agreement (or any other relevant agreement entered into by Gordian and the Purchaser). Gordian, therefore, does not accept any liability or obligation whatsoever for the payment of any commission, remuneration, compensation, fees, or costs to the estate agent prior to the completion of such sale.
20. In the event that the tenderer has authorised a registered, licensed real estate agent to act on the Purchaser's behalf in relation to the purchase of the property, Gordian should be provided with information relevant to the real estate agent, where needed, in order to conclude its background checks, in line with its internal acceptance policy requirements;
21. If the tenderer is introduced to Gordian via a registered, licensed real estate agent, Gordian undertakes to pay to the real estate agent the commission set out below, subject to the terms and conditions of these General Terms, and only when the total amount of the agreed purchase price of the property concerned is cleared in Gordian's bank account (and Gordian has completed to its satisfaction all the required Know Your Customer and Source of Funds checks in relation to the Purchaser):

- i. If the purchase price of the property is up to €5.000.000 – the commission is 5,0% plus VAT, except where:
- a. The real estate agent is a first degree relative (the spouse or child) of the tenderer, or vice versa, in which case NO commission will be paid to the real estate agent;
 - b. The real estate agent or a first degree relative thereof (the spouse or child), is a shareholder of the tenderer, or of a direct or indirect holding company of the tenderer (or of a first degree relative thereof), or vice versa – and holds more than 50 % of the relevant shares; in which case, NO commission will be paid to the real estate agent;
 - c. The real estate agent or a first degree relative thereof (the spouse or child) is a shareholder of the tenderer or of a direct or indirect holding company of the tenderer (or of a first degree relative thereof), or vice versa, – and holds 50% or less of the relevant shares in which case, commission will be paid to the real estate agent proportionately. For example:
 - If 50% of the shares are held – the commission is 2.5%
 - If 40% of the shares are held – the commission is 3%
 - If 30% of the shares are held – the commission is 3.5%
 - If 20% of the shares are held – the commission is 4%
 - If 10% of the shares are held – the commission is 4.5%.
- ii. If the purchase price of the property is over €5.000.000 – the amount of commission will be determined by Gordian on a case by case basis prior to the signing of a Sale and Purchase Agreement, but NO commission will be paid if the provisions of paragraphs 20.i. a. to b. above apply.

Gordian does not accept or undertake any liability or obligation whatsoever under any circumstances to pay any commission, fee or costs to any real estate agent for the sale of any property unless the real estate agent complies with the applicable terms and conditions of this Tender Form, including the procedure and requirements set out in paragraphs 19 to 21 of these Conditions.

TENDERER’S ACCEPTANCE

By signing this Tender Form, the tenderer declares and confirms that the tenderer has read the Tender Form in its entirety carefully, including the General Terms and Conditions for the Submission of an Offer for the Purchase of a Property, and fully understands and accepts all its terms and conditions.

Signed by the tenderer

Full Name of the tenderer
(insert name of legal entity where
the tenderer is a legal entity)

Signature of the tenderer



[For and on behalf of the tenderer
(Insert name of tenderer where the tenderer is a legal entity)]

[Name(s) of authorised signatory(ies) of the tenderer (where the tenderer is a legal entity)]

.....

[Position of authorised signatory(ies) of the tenderer (where the tenderer is a legal entity)]

.....

Date

...../...../.....