PANORAMIC

PRIVATE M&A

Greece

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Private M&A

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STRUCTURE AND PROCESS, LEGAL REGULATION AND CONSENTS

Structure

How are acquisitions and disposals of privately owned companies, businesses or assets structured in your jurisdiction? What might a typical transaction process involve and how long does it usually take?

Acquisitions and disposals of privately owned companies in Greece can take the form of a share deal, an asset deal, or a corporate transformation, with the choice of structure turning principally on tax efficiency, the buyer's appetite for inherited liabilities, and third-party consent requirements.

Given the generally more favourable tax treatment, parties to Greek law governed M&A transactions predominantly opt for share deals, which, normally, allows the buyer to acquire the target's share capital, and thereby its underlying business, while leaving the target's assets, liabilities, contracts, labour, and governmental authorisations intact. Asset deals, by contrast, are preferred where a buyer seeks to selectively acquire a particular asset or the underlying business of the target, without assuming all of the target's obligations. Acquisitions and disposals may also be effected by way of a corporate transformation (merger, demerger, spin-off), which entails universal succession, meaning that the entire undertaking, comprising all assets, liabilities, contracts, and labour, passes to the transferee by operation of law.

Conventionally, acquisitions and disposals follow a tripartite process: a preliminary phase (confidentiality undertakings, offer, preliminary agreements); a negotiation phase (due diligence and disclosure exercises, negotiation); and a completion phase (signing of the principal agreement and ancillary documentation, closing).

The overall timeline hinges on the complexity of the deal, sophistication of parties, the depth and outcome of the due diligence process, receipt of any requisite regulatory clearances, and, where a corporate transformation is deployed, observance of the statutory deadlines and procedural steps that must precede completion.

Law stated - 7 September 2026

Legal regulation

Which laws regulate private acquisitions and disposals in your jurisdiction? Must the acquisition of shares in a company, a business or assets be governed by local law?

Greece has no dedicated private M&A statute.

Private acquisitions and disposals are governed by an interlocking body of legislation, chief among which is the Greek Civil Code, providing the fundamental rules of contract, obligations, and sales. Corporate matters are regulated by corresponding legislation depending on the entity type involved in each transaction, namely Greek Law 4548/2018 on sociétés anonymes (SA), Geek Law 4072/2012 on private companies (IKE) and Greek Law 3190/1955 on limited liability companies (EPE).

Corporate transformations are governed by Greek Law 4601/2019, as supplemented by Greek Law 5055/2023 on cross-border mergers, demergers and conversions of capital companies.

Tax aspects of private M&A are principally addressed by Greek Law 4172/2013 (the Greek Income Tax Code) and Greek Law 4935/2022 on fiscal incentives for corporate transformations.

In addition to the above statutory framework, depending on the particular aspects of a deal and the nationality of the parties involved, further legislation may be relevant. Of particular relevance to cross-border buyers is the recently enacted Greek Law 5202/2025, which introduces mandatory screening and prior notification requirements for qualifying direct foreign investments on grounds of security or public order. Equally notable and frequently encountered is Greek Law 3959/2011, as amended by Law 4886/2022, governing the protection of free competition and merger control.

In accordance with article 3 of the Rome I Regulation and article 25 of the Greek Civil Code, parties to a commercial agreement enjoy the autonomy to freely choose the law governing their contractual relationship, with no nexus to the chosen legal system being required. Nevertheless, pursuant to article 27 of the Greek Civil Code, rights in rem over assets located in Greece, including shares in a Greek company and transfer thereof, are mandatorily governed by local law (***lex rei sitae***).

Law stated - 7 September 2026

Legal title

What legal title to shares in a company, a business or assets does a buyer acquire? Is this legal title prescribed by law or can the level of assurance be negotiated by a buyer? Does legal title to shares in a company, a business or assets transfer automatically by operation of law? Is there a difference between legal and beneficial title?

A buyer acquires full legal ownership of the shares, business or assets purchased. The nature of such title is prescribed by law, represents full ownership rights, and cannot be contractually modified to confer a higher or lower level of assurance. Greek law does not recognise the concept of beneficial title as distinct from legal title.

Greek law distinguishes between the obligatory agreement (ie, the sale and purchase agreement creating the parties' mutual obligations) and the disposition agreement (ie, the corresponding transfer agreement conveying title). Although both may take effect contemporaneously, they remain legally separate. Moreover, it is customary for parties to defer transfer of title until conditions precedent have been satisfied.

Title passes only when the statutory perfection requirements for the relevant asset are met; for instance, registration in the shareholders' book for shares held in a société anonyme, notification for shares held in private companies, or transcription at the Land Registry for immovable assets. In the case of corporate transformations, title passes to the transferee by universal succession, automatically upon registration of the transformation in question with the Greek General Commercial Registry (GEMI).

Law stated - 7 September 2026

Multiple sellers

Specifically in relation to the acquisition or disposal of shares in a company, where there are multiple sellers, must everyone agree to sell for the buyer to acquire all shares? If not, how can minority sellers that refuse to sell be squeezed out or dragged along by a buyer?

In principle, each shareholder must individually consent to the sale of their shares.

Where unanimity cannot be achieved, two mechanisms are available. First, Greek Law 4548/2018 confers on a shareholder holding at least 95% of the share capital of a société anonyme (SA) the right to squeeze out the remaining minority against judicially determined fair compensation, exercisable within five years of reaching such threshold. Second, minority shareholders may be compelled to sell pursuant to drag-along provisions included in the company's articles of association or in a shareholders' agreement binding upon them.

Law stated - 7 September 2026

Exclusion of assets or liabilities

Specifically in relation to the acquisition or disposal of a business, are there any assets or liabilities that cannot be excluded from the transaction by agreement between the parties? Are there any consents commonly required to be obtained or notifications to be made in order to effect the transfer of assets or liabilities in a business transfer?

Where a business is acquired as a going concern, meaning the transfer of an organised undertaking comprising all or a functional part of its assets, goodwill, clientele and commercial relationships (TOGC), article 479 of the Greek Civil Code renders the acquirer jointly liable with the transferor for all obligations attributable to the business that existed at the time of transfer. Such joint liability is capped at the value of the assets received and cannot be contractually excluded. Because a TOGC operates by special succession, only assets individually assigned to the buyer are conveyed; the remainder stays with the seller. Procedurally, valid assignment of receivables requires notification to debtors, assumption of contractual obligations requires creditor consent, and administrative licences and permits must ordinarily be reissued to the transferee.

By contrast, where acquisition is effected by corporate transformation under Greek Law 4601/2019 (merger, demerger, or spin-off), the beneficiary entity succeeds universally, by operation of law, to all rights and obligations of the transferred business. Creditors are protected by the participating entities' joint and several liability, limited to the net value of the assets allocated to each. All legal relationships, including receivables, obligations, and administrative authorisations, pass automatically to the beneficiary upon constitutive registration with the General Commercial Registry (GEMI), without individual notification, consent or re-issuance.

Law stated - 7 September 2026

Consents

Are there any legal, regulatory or governmental restrictions on the transfer of shares in a company, a business or assets in your jurisdiction? Do transactions in particular industries require consent from specific regulators or a governmental body? Are transactions commonly subject to any public or national interest considerations?

Sector-specific consents are required in regulated industries. Prior authorisation must be obtained from the Bank of Greece (or the European Central Bank, in the case of systemic banks) for acquisitions of credit and financial institutions or insurance companies; from the Hellenic Capital Market Commission for investment firms and supervised entities; from the Regulatory Authority for Energy for certain energy undertakings; and from the Hellenic Gaming Commission for gaming companies.

Furthermore, concentrations meeting the turnover thresholds prescribed by Greek Law 3959/2011 must be notified to the Hellenic Competition Commission, and the parties are obliged to suspend completion pending clearance. At EU level, the Foreign Subsidies Regulation (EU Regulation 2022/2560) may impose additional notification obligations where a transaction involves financial contributions from non-EU governments exceeding the prescribed thresholds.

Greece has historically been receptive towards foreign investment and has, in recent years, consolidated its position as an increasingly attractive destination for cross-border capital, driven by a favourable tax environment, a maturing privatisation programme, significant infrastructure development and sustained interest in sectors such as hospitality, energy, technology and real estate. Restrictions on the transfer of shares, businesses or assets remain confined to discrete areas of national security concern. Namely, article 25(1) of Greek Law 1892/1990 prohibits the direct or indirect acquisition of real estate in designated border areas by non-EU or non-EFTA individuals or legal entities; violation renders the transaction null, though the prohibition may be lifted by decision of the competent decentralised administration. Recently, Greek Law 5202/2025 additionally introduced a comprehensive foreign direct investment (FDI) screening mechanism applicable to acquisitions by non-EU investors in sensitive and particularly sensitive sectors, adding a mandatory prior notification requirement to the transaction process.

Greece has also enacted Law 4864/2021 on strategic investments, which provides fiscal and licensing incentives for investments of strategic importance to the national or regional economy. While the regime does not impose nationality restrictions, qualifying investments are assessed and approved by the Interministerial Committee for Strategic Investments.

Law stated - 7 September 2026

Consents

Are any other third-party consents commonly required?

Third-party consents are not required by law but are frequently encountered in practice. Lenders commonly require consent under change of control clauses in financing agreements and counterparties to material commercial contracts may hold similar rights (eg, tour operators). The target's articles of association may also condition the transfer of shares on approval by the general assembly of shareholders.

Law stated - 7 September 2026

Regulatory filings

Must regulatory filings be made or registration (or other official) fees paid to acquire shares in a company, a business or assets in your jurisdiction?

Regulatory filings may be required where merger control thresholds are triggered under Greek Law 3959/2011, as amended, or where the target operates in a regulated sector requiring prior approval for a change of control. Administrative fees are payable to the Hellenic Competition Commission upon notification. In asset deals involving real estate, intellectual property or other registrable assets, separate filings and registration fees apply to the relevant registries.

Law stated - 7 September 2026

ADVISERS, NEGOTIATION AND DOCUMENTATION

Appointed advisers

In addition to external lawyers, which advisers might a buyer or a seller customarily appoint to assist with a transaction? Are there any typical terms of appointment of such advisers?

In addition to external legal counsel, both sellers and buyers will customarily appoint financial and tax experts to support a transaction in relation to strategic structuring, due diligence, negotiation of transactional documentation and, where appropriate, completion. The number and diversity in expertise (eg, insurance, project management, environmental, IT) of the advisers appointed depend on the complexity and sectorial focus of each deal. For example, where the target operates in the hospitality sector and the transaction involves the transfer of a hotel asset, technical experts will typically need to be engaged. In cross-border deals, parties may also appoint experts in the same field across the relevant jurisdictions, advising parallelly the same client from their own legal and market perspective.

There are no pre-dictated terms of appointment of advisers, with the exception of mandatory provisions from which there can be no contractual derogation. Terms of appointment, such as fee rates, are negotiated and determined on a case-by-case basis, usually taking into consideration the complexity and value of the deal, level of seniority of the advisers to be engaged and the scope of their mandate.

Law stated - 7 September 2026

Duty of good faith

Is there a duty to negotiate in good faith? Are the parties subject to any other duties when negotiating a transaction?

The principle of good faith, defined as "the candour and fairness required in transactions", is enshrined in the Greek Civil Code as a ***jus cogens*** (mandatory) rule and applies to all

Greek law-governed M&A transactions. Any advance waiver or contractual exclusion of the obligation to act in good faith is null and void. Good faith operates as a reciprocal, objective standard of fair dealing and constitutes the binding criterion for assessing the conduct of the contracting parties, applying both pre-contractually, during the course of negotiations, and throughout the performance of the agreement. At the negotiation stage, good faith not only protects the parties but also reinforces their contractual freedom to negotiate on equal terms.

As regards specific duties of parties to a Greek law-governed M&A transaction, Greek Law 4548/2018 imposes on the directors of a buying or selling entity a fiduciary duty regarding such entity, thus obliging them to exercise all powers conferred to them and to administer all corporate affairs, including the negotiation of a transaction, with a view to promoting the entity's best interests.

Appointed advisers are likewise independently bound by an obligation to act in good faith and to discharge their duties with due diligence, in compliance with the standards of professional conduct prescribed by their respective self-regulatory professional bodies.

Law stated - 7 September 2026

Documentation

What documentation do buyers and sellers customarily enter into when acquiring shares or a business or assets? Are there differences between the documents used for acquiring shares as opposed to a business or assets?

The transactional documentation that parties enter into depend on the overall structure of the deal, the stage thereof, the nature of the target being acquired (business shares or real assets) and, in many instances, the sophistication of the parties themselves.

During the preliminary phase of M&A transactions, parties typically enter into a non-binding memorandum of understanding (MoU), which outlines the contemplated deal structure and its key assumptions. In addition, following the circulation of a letter of interest and a non-binding offer (usually issued by the prospective buyer), the parties enter into confidentiality and exclusivity undertakings for a mutually agreed fixed term, by virtue of which the seller is legally precluded from actively soliciting or pursuing alternative offers. These instruments set the framework for negotiations and mark the commencement of the due diligence process. Based on the progress of the latter, parties may extend the agreed confidentiality and exclusivity periods by way of amendment to their initial written agreements.

Where the preliminary phase proves fruitful, the parties proceed to negotiate and execute the principal transactional documentation, the type and scope of which rely on the commercial particularities and complexity of each transaction. For example, where the target is a business, the parties enter into a share sale and purchase agreement (SPA), typically accompanied by an instrument of transfer. If the entirety of the company's shares is being acquired, the parties will usually execute ancillary documentation to effect the transition of control (eg, resignation letters of the outgoing members of the board of directors). Conversely, where the buyer acquires less than the total share capital, a shareholders' agreement (or an amendment to an existing one) is essential to regulate the incoming

shareholder's rights and obligations and to ensure adherence to the prevailing terms governing shareholders' relationship.

Where an M&A transaction falls within a special legislative regime, the suite of documents to be signed and the formalities governing their execution are prescribed by statute. For example, mergers and demergers effected under Greek Law 4601/2019 involve the preparation and approval of common draft terms of the merger/demerger and where at least one of the participating or resulting entities is a capital company, the definitive merger or demerger agreement must thereafter be embodied in a notarial deed.

Subject to the post-signing obligations agreed between the parties, further ancillary documentation may be required, which commonly includes authorisations, third party consents or approvals (for example, under change-of-control clauses in material contracts or where financing frameworks are in place with banking institutions) and side letters addressing specific commercial undertakings. The precise range of ancillary documentation is contingent on the regulatory environment, the contractual landscape of the target, and the conditions precedent stipulated in the central agreement.

Depending on the complexity and structure of the transaction, parties may also agree on escrow mechanisms. This will typically require the execution of a dedicated escrow agreement and the appointment of an escrow agent, who undertakes to administer the release of funds or documents in accordance with agreed post-signing milestones.

Law stated - 7 September 2026

Documentation

Are there formalities for executing documents? Are digital signatures enforceable?

The Greek Civil Code establishes the principle of freedom of form, by virtue of which contracts may be concluded in any manner unless a specific formality is mandated by law. Statutory formalities governing the execution of a contract extend equally to any instrument amending it, and non-observance of a mandatory constitutive formality renders the act null.

In private M&A, applicable constitutive formalities vary depending on the nature of the transaction, the character of the assets being acquired and the identity of the contracting parties. Although no formality attaches to transactional documentation as a default matter, discrete categories of transactions entail execution of documents by hand, before a notary. For instance, transfers of real estate and, generally, contracts creating or disposing of rights in rem over immovables, as well as certain corporate transformations, notably mergers and demergers involving a société anonyme or a limited liability company, are subject to notarial process.

Greece is bound by EU Regulation 910/2014 (eIDAS), which distinguishes three tiers of electronic signature: simple, advanced and qualified (QES). Domestically, Greek Law 4727/2020 on Digital Governance confirms that electronic private documents bearing a QES command mandatory acceptance before national courts, public authorities and private parties alike, given that such a signature is uniquely linked to and capable of identifying the signatory, generated by means remaining under the signatory's sole control, and bound to the underlying data so that any subsequent alteration is detectable. Therefore, a QES is

recognised as to having equivalent legal effect to a handwritten signature. Crucially, no tier of electronic signature may displace the requirement of notarial form, thus where the law prescribes a notarial deed, physical signatures in the presence of a notary remain obligatory.

In practice, wet-ink execution continues to prevail for principal transaction documents, although recourse to the QES alternative has gathered considerable momentum since the covid-19 pandemic, particularly for ancillary agreements and cross-border deals.

Law stated - 7 September 2026

DUE DILIGENCE AND DISCLOSURE

Scope of due diligence

What is the typical scope of due diligence in your jurisdiction? Do sellers usually provide due diligence reports to prospective buyers? Can buyers usually rely on due diligence reports produced for the seller?

There are no set standards for due diligence in Greek private M&A. Buyers usually carry out legal, financial and tax due diligence as a minimum, the scope and depth of which depend on the complexity of the deal, timeline of the deal and the target's risk profile. Certain types of deals call for additional due diligence workstreams, such as technical and environmental exercises in hospitality M&A.

A typical legal due diligence covers the target's corporate structure and internal governance, material commercial contracts, with emphasis on change of control and assignment restrictions, financing (eg facility agreements, bond loans, intra-group loans and any lender consent needed to a change of control), encumbrances (eg, pledges, mortgages and prenotations), title to the shares or assets being acquired, tax compliance, employment and social security matters, permits and licences, data protection compliance under the GDPR and transposing Greek Law 4624/2019, insurance, intellectual property and pending or threatened legal disputes and administrative proceedings.

Sellers provide due diligence reports to prospective buyers most often in auction sales, where one report can be shared with all bidders. Buyers rarely rely on such a report alone and normally conduct their own confirmatory investigation, both to assess the seller's findings and to identify where to push on price, warranties, indemnities and/or conditions to completion.

Law stated - 7 September 2026

Liability for statements

Can a seller be liable for pre-contractual or misleading statements? Can any such liability be excluded by agreement between the parties?

Liability arises at the pre-contractual stage where a party's conduct during negotiations departs from the principle of good faith and accepted business practices. Typical triggers can be withholding information the counterparty would reasonably expect to receive, providing inaccurate data room or management information, or abandoning negotiations at an advanced stage without cause.

A precondition to such liability is that the innocent party suffers monetary losses. Recovery is always pecuniary and confined to the negative interest, namely wasted costs and the lost opportunity to conclude an equivalent transaction with a third party. It does not extend to the profit expected from the contract itself.

Where a buyer is induced to contract by fraud, articles 147 to 149 of the Greek Civil Code permit annulment and damages, and a misleading statement about the target may also constitute an operative mistake under articles 140 to 145. Article 332 voids any advance exclusion of liability for wilful misconduct or gross negligence, permitting contractual caps only in respect of slight negligence – ie, failure to exercise the degree of care expected of a highly prudent person in the circumstances.

Law stated - 7 September 2026

Publicly available information

What information is publicly available on private companies and their assets? What searches of such information might a buyer customarily carry out before entering into an agreement?

The principal and official source of information on companies in Greece is the General Commercial Registry (GEMI), which is publicly maintained and discloses constitutional documents, share capital information, legal representatives, annual accounts and registered corporate acts.

Where the target holds real estate, title and encumbrances are verifiable through the digitalised National Cadastre, which consolidates legal and technical information for each property. Access is open to the public, but a search can only run using the registered owner's identifying details or the cadastral reference number allocated to the individual property.

Buyers may also consult the Electronic Solvency Registry, which publishes information on bankruptcy petitions, declarations of insolvency and restructuring proceedings that a company may become subject to.

Finally, trademark portfolios can be checked through TMView, the European Union's Intellectual Property Office's official search tool spanning national, EU and international applications/registrations.

Law stated - 7 September 2026

Impact of deemed or actual knowledge

What impact might a buyer's actual or deemed knowledge have on claims it may seek to bring against a seller relating to a transaction?

A buyer's actual knowledge may significantly curtail their ability to claim compensation for breach of representations and warranties given by the seller. Parties can reverse this by agreement, typically through pro sandbagging language, a specific indemnity, or a clause providing that disclosure does not restrict recovery. Knowledge acquired after signing but before completion is normally addressed separately.

Law stated - 7 September 2026

PRICING, CONSIDERATION AND FINANCING

Determining pricing

How is pricing customarily determined? Is the use of closing accounts or a locked-box structure more common?

In Greek private M&A transactions, pricing is typically determined on the basis of either a locked-box mechanism or a closing accounts (completion accounts) mechanism. Both approaches are used in practice, though the locked-box structure has become increasingly popular in recent years, as it provides price certainty at signing and simplifies the closing process. Under a locked-box structure, the purchase price is fixed by reference to a set of accounts prepared at a date prior to signing, with the seller giving undertakings that no value has leaked from the target between the locked-box date and closing.

The closing accounts mechanism remains common in bilateral negotiations and transactions where there is expected to be significant movement in the target's financial position between signing and closing. Under this approach, the final purchase price is determined post-closing, based on agreed financial metrics (typically net debt, working capital, and cash), with a price adjustment mechanism to reconcile the estimated price paid at closing with the actual figures.

Law stated - 7 September 2026

Form of consideration

What form does consideration normally take? Is there any overriding obligation to pay multiple sellers the same consideration?

Cash consideration in euros is by far the most common form of consideration in Greek private M&A transactions. Share consideration (ie, an exchange of shares) is less frequent and is only encountered in larger strategic transactions or mergers between companies of comparable size.

There is no overriding statutory obligation under Greek law, requiring a buyer to pay all sellers the same consideration. Differential pricing among multiple sellers is permissible, subject to any contractual arrangements among the sellers themselves (eg, tag-along rights or shareholders' agreement provisions). In practice, however, sellers holding the same class of shares typically expect to receive the same price per share.

Law stated - 7 September 2026

Closing payments

Is a buyer required to verify the identity of any party receiving a closing payment? Are closing payments typically paid directly by a buyer to sellers, or are third-party paying agents commonly used to distribute the funds?

A buyer is required to verify the identity of any party receiving a closing payment under applicable anti-money laundering (AML) legislation, specifically Greek Law 4557/2018, as amended and in force, which the EU Anti-Money Laundering Directives into Greek law. Financial institutions involved in processing payments are also subject to know-your-customer (KYC) obligations.

Closing payments are typically made directly by the buyer to the seller. The use of escrow agents to distribute funds at closing is not as widespread as in other jurisdictions, though it is becoming more common in larger or cross-border transactions, particularly where there are multiple sellers or where a portion of the price is held in escrow for a specific time period after closing.

Law stated - 7 September 2026

Earn-outs, deposits and escrows

Are earn-outs, deposits and escrows common features in your jurisdiction? Are third-party escrow agents commonly used to hold deposits or escrow monies?

Earn-outs are used in Greek M&A transactions, particularly where there is a valuation gap between the parties or where the target's future performance is uncertain. They are not, however, a standard feature of every deal. Earn-out provisions typically reference financial metrics (eg, EBITDA or revenue) over a defined period post-closing. Deposits are increasingly common in private M&A in Greece as a sign of commitment by the buyer.

Escrows remain rather uncommon in Greek private M&A transactions, primarily due to the practical difficulties, time and costs associated with negotiating and putting in place a standalone escrow agreement, including the appointment and fees of a third-party escrow agent (typically a bank), and are mostly used in larger scale transactions. Instead, parties more commonly rely on a deferred consideration mechanism whereby a portion of the cash purchase price is retained by the buyer and released to the seller at a later date, subject to the satisfaction of agreed conditions (eg, expiry of the warranty period without claims, or the resolution of identified contingencies). Unlike an earn-out, the deferred amount is fixed at signing and is not contingent on the target's future performance. Deferred consideration achieves a similar economic effect to an escrow – ie, providing the buyer with security against potential warranty or indemnity claim, but avoids the additional complexity and transaction costs of a separate escrow arrangement.

Law stated - 7 September 2026

Financing

How are acquisitions financed? How is assurance provided that financing will be available?

Acquisitions in Greece are financed through a combination of equity (own funds) and bank debt, and, less frequently, mezzanine or subordinated financing. In leveraged buyouts, senior

secured bank lending remains the primary source of debt financing, often provided by Greek systemic banks or, in larger deals, by international lenders.

Assurance that financing will be available is typically provided through commitment letters or facility agreements executed prior to or at signing. A buyer may be required to provide evidence of financing (such as a bank commitment letter or proof of funds) as a condition to signing or closing.

Law stated - 7 September 2026

Limitations on financing structure

Are there any limitations that impact the financing structure? Is a seller restricted from giving financial assistance to a buyer in connection with a transaction?

Greek corporate law imposes restrictions on financial assistance. Under Greek Law 4548/2018, a société anonyme (SA) is prohibited from providing financial assistance (including loans, guarantees, or security) for the purpose of the acquisition of its own shares by a third party, unless the strict conditions set out in article 51 are met. These conditions include, among others, a resolution of the general meeting of shareholders, the assistance being on arm's-length terms, and the aggregate assistance not exceeding the distributable reserves of the company.

For limited liability companies (EPE) and private companies (IKE), the restrictions are less formally codified but general principles of capital maintenance and creditor protection apply.

Law stated - 7 September 2026

CONDITIONS, PRE-CLOSING COVENANTS AND TERMINATION RIGHTS

Closing conditions

Are transactions normally subject to closing conditions? Describe those closing conditions that are customarily acceptable to a seller and any other conditions a buyer may seek to include in the agreement.

Greek private M&A transactions are normally subject to closing conditions, particularly where there is a gap between signing and closing.

Conditions customarily acceptable to a seller may include:

- regulatory approvals: merger control clearance from the Hellenic Competition Commission (where applicable thresholds are met) or sectoral regulatory approvals (eg, from the Bank of Greece for financial institutions, or the National Telecommunications and Post Commission for telecom companies);
- no legal impediment: absence of any court order or legal prohibition preventing the transaction; and
- third-party consents: consents required under material contracts (eg, change-of-control provisions).

A buyer may also seek to include:

- Material Adverse Change (MAC) terms, allowing the buyer to walk away if there has been a material adverse change in the target's business, though sellers typically resist MAC clauses or seek to narrowly define them;
- bring-down of representations and warranties, requiring that the seller's representations remain true at closing;
- no material breach of pre-closing covenants; and
- warranty and indemnity (W&I) insurance; an increasing trend in Greek private M&A is for parties, particularly buyers, to require, as a condition for closing, that a W&I insurance policy be put in place to back the seller's warranty and indemnity obligations.

Law stated - 7 September 2026

Closing conditions

What typical obligations are placed on a buyer or a seller to satisfy closing conditions? Does the strength of these obligations customarily vary depending on the subject matter of the condition?

Both parties are typically subject to obligations to use their reasonable (or best) efforts to satisfy the closing conditions until the agreed longstop date. The stringency of these obligations varies depending on the subject matter. For regulatory approvals, a buyer is typically required to use best efforts to obtain clearance, which may include offering remedies or commitments to the relevant authority. For third-party consents, the obligation is usually one of reasonable efforts, as the outcome depends on the third party's discretion. For conditions within a party's own sphere of control (eg, obtaining internal corporate approvals), the obligation is typically absolute.

Law stated - 7 September 2026

Pre-closing covenants

Are pre-closing covenants normally agreed by parties? If so, what is the usual scope of those covenants and the remedy for any breach?

Pre-closing covenants are a standard feature of Greek SPAs where there is a period between signing and closing. Their usual scope includes:

- conduct of business: the seller undertakes to procure that the target company carries on business in the ordinary course and does not take specified actions without the buyer's prior consent (eg, material capital expenditures, incurrence of debt, disposal of material assets, amendment of employment terms, or declaration of dividends);
- access and information: the seller grants the buyer reasonable access to the target's management and books and records; and
- notification of changes: the seller undertakes to notify the buyer of any material developments affecting the target.

The remedy for breach of pre-closing covenants is typically a right for the non-breaching party to terminate the agreement (if the breach is material) and/or to claim damages.

Law stated - 7 September 2026

Termination rights

Can the parties typically terminate the transaction after signing? If so, in what circumstances?

Parties can typically terminate the transaction after signing but before closing in case of failure to satisfy conditions by the long-stop date, in the event of a MAC, or in case of material breach by a party of its representations, warranties, or covenants that is not cured within a specified period. Termination can also be effected by mutual agreement of the parties or in case a regulatory authority prohibits the transaction (where applicable).

Law stated - 7 September 2026

Termination rights

Are break-up fees and reverse break-up fees common in your jurisdiction? If so, what are the typical terms? Are there any applicable restrictions on paying break-up fees?

Break-up fees and reverse break-up fees are not specifically regulated under Greek law but are increasingly encountered in Greek-law governed M&A transactions, typically ranging from 1% to 6% of deal value. Greek law treats them as contractual penalty clauses under the Greek Civil Code, enforceable in principle but subject to mandatory judicial reduction if disproportionately high. The board of a société anonyme must demonstrate that the fee serves the corporate interest under its fiduciary duties, and related party, capital maintenance, and financial assistance rules under Greek corporate rules may further constrain the arrangement. For listed companies, the board neutrality rule under Greek takeover law means an excessively large fee that deters competing bids risks conflicting with takeover obligations and must be disclosed in the board's opinion on the offer.

Law stated - 7 September 2026

REPRESENTATIONS, WARRANTIES, INDEMNITIES AND POST-CLOSING COVENANTS

Scope of representations, warranties and indemnities

Does a seller typically give representations, warranties and indemnities to a buyer? If so, what is the usual scope of those representations, warranties and indemnities? Are there legal distinctions between representations, warranties and indemnities?

In Greek M&A transactions, the seller typically gives representations and warranties covering, among others, title, financial statements, tax, litigation, material contracts, employees, and

IP, broadly mirroring international practice. The Greek Civil Code does not draw a formal distinction between "representations" and "warranties" as common law does; both are contractual statements whose breach triggers the Code's non-conformity remedies – ie, price reduction, rescission, or damages – though in share sales these are typically displaced by bespoke indemnity regimes with caps, baskets, and de minimis thresholds. Indemnities operate as autonomous payment obligations not subject to fault-based requirements, enforceable under freedom of contract. Post-closing, non-compete and non-solicitation covenants are common, subject to proportionality in scope, duration, and geography.

Law stated - 7 September 2026

Limitations on liability

What are the customary limitations on a seller's liability under a sale and purchase agreement?

Sellers routinely cap their liability, most commonly at a percentage of the purchase price, with warranty claims (other than fundamental or title warranties and tax) limited well below the price and fundamental warranties often capped at or near 100%. It is also standard to agree on a de minimis threshold for individual claims and an aggregate basket that must be exceeded before the buyer can recover.

Liability is further limited by time: general warranties typically survive for around 18 to 24 months post-closing, while tax and fundamental warranties run for longer periods tied to the relevant limitation regime. Moreover, sellers commonly exclude liability for matters fairly disclosed to the buyer or already provided for in the accounts, and for consequential or indirect loss, and require the buyer to mitigate and to account for insurance or third-party recoveries. Liability generally cannot be limited for fraud or wilful misconduct.

Law stated - 7 September 2026

Transaction insurance

Is transaction insurance in respect of representation, warranty and indemnity claims common in your jurisdiction? If so, does a buyer or a seller customarily put the insurance in place and what are the customary terms?

Warranty and indemnity (W&I) insurance has become increasingly popular in Greek M&A, particularly on mid-market and larger deals, where sellers want a clean exit and buyers want a solvent recourse for breaches. Buy-side policies are the market norm, with the seller frequently initiating the process and the buyer taking out and maintaining the policy.

Customary terms broadly follow international practice: premiums typically run at a low single-digit percentage of the cover limit, with a retention/de minimis applying, and a policy can usually be put in place within a few weeks in a well-prepared process. Standard exclusions include known matters, fraud, purchase-price adjustments, forward-looking statements, secondary tax liabilities, transfer pricing, and certain environmental and pension exposures, which the parties then may address separately in the deal.

Law stated - 7 September 2026

Post-closing covenants

Do parties typically agree to post-closing covenants? If so, what is the usual scope of such covenants? Are there any legal restrictions on the extent of such covenants and, if so, can steps be taken to ensure enforceability?

Parties commonly agree on post-closing covenants, most often non-compete and non-solicitation undertakings from the seller, together with confidentiality, further-assurance, transitional and cooperation obligations, and covenants on tax, records, and use of retained names. These protect the goodwill and value the buyer has paid for.

Restrictive covenants are enforceable only if reasonable in duration, geographic scope and subject matter and limited to protecting a legitimate business interest; non-compete undertakings of around one to two years are generally regarded as acceptable, while overly broad restrictions risk being reduced or struck down. To support enforceability, parties draft the restrictions narrowly and proportionately, tie them to the business and territory actually acquired, provide consideration, and often include severability wording so that an excessive term can be scaled back rather than invalidating the whole clause.

Law stated - 7 September 2026

TAX

Transfer taxes

Are transfer taxes payable on the transfers of shares in a company, a business or assets? If so, what is the rate of such transfer tax and which party customarily bears the cost?

Transfers of shares are not subject to a stamp duty-style transfer tax. For unlisted shares, there is no transfer tax as such, although any gain is dealt with under the income tax rules rather than a transfer tax. Any applicable share sales tax is customarily borne by the seller.

Transfers of real estate (whether directly or as part of a business or asset deal) attract real estate transfer tax, calculated on the higher of the consideration and the tax-assessed value, which is customarily borne by the buyer. Transfers of a business as a going concern (TOGC) or of individual assets do not generally trigger a separate transfer tax beyond any real estate transfer tax on included property but may be subject to stamp duty under specific conditions. Transfer of real estate assets triggers cadastral registration and notarial costs, which are typically borne by the buyer.

Law stated - 7 September 2026

Corporate and other taxes

Are corporate taxes or other taxes payable on transactions involving the transfers of shares in a company, a business or assets? If so, what is the rate of such transfer tax and which party customarily bears the cost?

On a share sale, a corporate seller's capital gain is included in its taxable profits and taxed at the standard corporate income tax rate, while individuals are subject to tax on the gain at a flat capital gains rate; the tax is borne by the seller. Share transfers are exempt from VAT. Dividend-style distributions and any withholding are handled separately from the transfer itself.

On a business or asset sale, gains realised by a corporate seller are again included in taxable profits and taxed at the standard corporate rate, borne by the seller. Asset sales can attract VAT at the standard rate on the assets transferred, payable by the buyer in addition to the price, although the transfer of a business as a going concern (TOGC) is generally treated as outside the scope of VAT, where the relevant conditions are met, but may be subject to stamp duty. Real estate included in the deal is subject to real estate transfer tax (rather than VAT, in most cases), customarily borne by the buyer.

Law stated - 7 September 2026

EMPLOYEES, PENSIONS AND BENEFITS

Transfer of employees
Are the employees of a target company automatically transferred when a buyer acquires the shares in the target company? Is the same true when a buyer acquires a business or assets from the target company?

In a share deal, employees remain with the target company and their employment is unaffected by the change in ownership.

In a TOGC, or where a transfer of assets constitutes an identifiable economic unit, the Greek acquired rights legislation (ie, Presidential Decree 178/2002, transposing Directive 2001/23/EC) stipulates that employees are transferred automatically to the acquirer on their existing terms. The same principle governs corporate transformations. Article 12 of Greek Law 4601/2019 expressly protects employee rights in domestic mergers and demergers, and Greek Law 5055/2023 extends equivalent safeguards to cross-border transformations involving Greek-based capital companies.

Law stated - 7 September 2026

Notification and consultation of employees
Are there obligations to notify or consult with employees or employee representatives in connection with an acquisition of shares in a company, a business or assets?

Where the acquired rights regime applies, both the transferor and the transferee must inform the employees' representatives (or, in their absence, each employee individually) in writing and in good time before the transfer, setting out the date, reasons, legal and economic implications, and any workforce-related measures of the contemplated transfer.

Consultation is required where either party envisages the adoption of measures affecting labour.

In domestic corporate transformations, article 12 of Greek Law 4601/2019 imposes equivalent information and consultation obligations. For cross-border transformations involving a Greek-based capital company, Greek Law 5055/2023 introduces additional employee participation requirements aligned with EU Directive 2019/2121, including the obligation to disclose the implications of the transformation for employees in the common draft terms and to negotiate employee participation arrangements where the beneficiary entity is to be governed by a legal system providing a lower level of employee board-level representation.

Law stated - 7 September 2026

Transfer of pensions and benefits

Do pensions and other benefits automatically transfer with the employees of a target company? Must filings be made or consent obtained relating to employee benefits where there is the acquisition of a company or business?

Employee benefits, including mandatory social security entitlements, transfer automatically.

As regards private pension or insurance arrangements, the acquirer may accept continuation on the existing terms, consult with the employees before modifying them, or decline continuation, in which case the relevant funds are liquidated and distributed to the employees prior to the transfer. No separate regulatory filings are required.

Law stated - 7 September 2026

UPDATE AND TRENDS

Key developments

What are the most significant legal, regulatory and market practice developments and trends in private M&A transactions during the past 12 months in your jurisdiction?

The enactment of Greek Law 5202/2025 constitutes a landmark development for private M&A in Greece. Giving effect at national level to EU Regulation 2019/452, it establishes the country's first mandatory foreign direct investment screening regime and, with it, a new procedural layer materially influencing how deals involving qualifying foreign buyers are structured, documented, and timed. Foreign investors are required to notify the Interministerial Committee for the Screening of Foreign Direct Investments prior to completing an acquisition that meets the prescribed thresholds – ie, 25% of voting rights where the target enterprise operates in a sensitive sector (energy, transport, health, information and communication technologies or digital infrastructure) and 10% in particularly sensitive sectors, comprising defence and national security, cybersecurity, artificial intelligence, port infrastructure, critical underwater infrastructure and tourism infrastructure in border areas. On grounds of security or public order, the Committee may

impose conditions on a qualifying investment, prohibit it outright or order its reversal after implementation. The practical effect of this robust screening mechanism is crucial as notification now operates as a suspensory condition, closing timetables must accommodate the audit period, and prohibition and reversal risk must be expressly allocated between parties.

An additional noteworthy development is the appreciable maturity of the cross-border transformations framework introduced by Greek Law 5055/2023, transposing EU Directive 2019/2121. In particular, the first cross-border mergers involving Greek capital companies and utilising this framework are now being effected through the pre-transformation certificate procedure administered by the General Commercial Registry (GEMI), affording Greek enterprises a codified, transparent, and considerably more predictable pathway for inbound and outbound mobility within the European Union.

From a market practice perspective, warranty and indemnity insurance (W&I) has gained substantial traction in Greek private M&A, particularly in mid-market and auction processes, where policies are deployed to bridge valuation gaps, secure clean exits for private equity sellers and curtail protracted warranty negotiation.

In parallel, the use of artificial intelligence in due diligence has accelerated, with advisers adopting AI-assisted review platforms to interrogate large data rooms, identify risk patterns across portfolios and streamline the preparation of diligence reports and negotiation strategies.

Law stated - 7 September 2026