BASE PROSPECTUS

EUROBANK S.A.

(incorporated with limited liability in the Hellenic Republic with registration number 154558160000)

€5 billion Global Covered Bond Programme

Under this €5 billion global covered bond programme (the **Programme**), Eurobank S.A. (the **Issuer** or **Eurobank**) (which entity following a demerger acquired all the assets and liabilities of Eurobank Ergasias S.A., (see "Demerger" below)) may from time to time issue bonds (the **Covered Bonds**) denominated in any currency agreed between the Issuer and the relevant Dealer(s) (as defined below).

Application has been made to the Luxembourg Stock Exchange to approve this document as a base prospectus (**Base Prospectus**) pursuant to Part IV of the Luxembourg act dated 16 July 2019 on prospectuses for securities for the purpose of admitting Covered Bonds on the Euro MTF market of the Luxembourg Stock Exchange **(Euro MTF**) and to be valid for a period of 12 months from the date of its approval.

Application has also been made to the Luxembourg Stock Exchange for Covered Bonds issued under the Programme to be admitted to trading on the Luxembourg Stock Exchange's Euro MTF market and to be listed on the official list of the Luxembourg Stock Exchange (the **Official List**). This document comprises a base prospectus is not a base prospectus for the purposes of Section 12(a)(2) or any other provision of or rule under the United States Securities Act of 1933 (as amended) (the **Securities Act**).

References in this Base Prospectus to Covered Bonds being listed and all related references shall mean that such Covered Bonds are intended to be admitted to trading on the Luxembourg Stock Exchange's Euro MTF market and are intended to be listed on the official list of the Luxembourg Stock Exchange's Euro MTF market for the purposes of Directive 2014/65/EU (the **MiFID II**).

The Programme also permits Covered Bonds to be issued on the basis that they may be admitted to listing, trading and/or quotation on such other stock exchange or stock exchanges as may be agreed between the relevant Issuer and the relevant Dealer. Covered Bonds may be unlisted or may be listed or admitted to trading, as the case may be, on other stock exchanges or markets agreed between the Issuer, the Trustee and the relevant Dealer(s) in relation to each issue. The Final Terms relating to each Tranche of the Covered Bonds will state whether or not the Covered Bonds are to be listed and/or admitted to trading and, if so, on which other stock exchanges or markets as may be agreed with the Issuer.

The maximum aggregate nominal amount of all Covered Bonds from time to time outstanding under the Programme will not exceed €5 billion (or its equivalent in other currencies calculated as described herein). The payment of all amounts due in respect of the Covered Bonds will constitute direct and unconditional obligations of the Issuer, having recourse to assets forming part of the cover pool (the **Cover Pool**).

The Covered Bonds may be issued on a continuing basis to one or more of the Dealers specified under "*General Description of the Programme*" and any additional Dealer appointed under the Programme from time to time, which appointment may be for a specific issue or on an ongoing basis (each a **Dealer** and together the **Dealers**). References in this Base Prospectus to the **relevant Dealer** shall, in the case of an issue of Covered Bonds being (or intended to be) subscribed by more than one Dealer, be to the lead manager of such issue and, in relation to an issue of Covered Bonds subscribed by one Dealer, be to such Dealer.

The price and amount of Covered Bonds to be issued under the Programme will be determined by the Issuer and each relevant Dealer at the time of issue in accordance with prevailing market conditions.

Notice of the aggregate nominal amount of Covered Bonds, interest (if any) payable in respect of Covered Bonds, the issue price of Covered Bonds and any other terms and conditions not contained herein which are applicable to each Series or Tranche (as defined under "*Terms and Conditions of the Covered Bonds*") of Covered Bonds will be set out in a separate document specific to that Series or Tranche called the final terms (each, a **Final Terms**) which, with respect to Covered Bonds to be listed on the Official List and admitted to trading on the Luxembourg Stock Exchange's Euro MTF market, will be delivered to the Luxembourg Stock Exchange on or before the date of issue of such Series or Tranche of Covered Bonds.

The rating of certain Series of Covered Bonds to be issued under the Programme may be specified in the applicable Final Terms as assigned by Moody's Investors Service Limited or its successors (**Moody's**). Moody's is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**). As such, Moody's is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website (at http://www.esma.europa.eu/page/List-registered-and-certified-CRAs) in accordance with the CRA Regulation. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating organisation. Investing in Covered Bonds issued under the Programme involves certain risks. The principal risk factors that may affect the ability of the Issuer to fulfil its obligations in respect of the Covered Bonds are discussed under "*Risk Factors*" below.

Arranger

Eurobank S.A.

Dealer

Eurobank S.A.

The date of this Base Prospectus is 29th January 2021.

This Base Prospectus does not comprise a base prospectus for the purposes of Article 8 of Regulation (EU) 2017/1129 (as amended, the **Prospectus Regulation**).

This Base Prospectus comprises a base prospectus for the purposes of Part IV of the Luxembourg act dated 16 July 2019 on prospectuses for securities.

The Issuer accepts responsibility for the information contained in this Base Prospectus and the Final Terms and for each Tranche of the Covered Bonds issued under the Programme and declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Base Prospectus is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

For a period of 12 months following the date of this Base Prospectus, copies of each Final Terms (in the case of Covered Bonds to be admitted to trading on the Euro MTF market of the Luxembourg Stock Exchange) and the Base Prospectus will be available free of charge from the registered office of the Issuer and from the specified office of the Paying Agents for the time being in London or in Luxembourg at the office of the Luxembourg Listing Agent.

This Base Prospectus is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see the section entitled "*Documents Incorporated by Reference*" below). This Base Prospectus shall be read and construed on the basis that such documents are so incorporated and form part of this Base Prospectus. Any websites included in this Base Prospectus are for information purposes only and shall not be incorporated by reference in and do not form part of this Base Prospectus.

Each Series (as defined herein) of Covered Bonds may be issued without the prior consent of the holders of any outstanding Covered Bonds (the **Covered Bondholders**) subject to the terms and conditions set out herein under "*Terms and Conditions of the Covered Bonds*" (the **Conditions**) as completed by the Final Terms. This Base Prospectus must be read and construed together with any supplements hereto and with any information incorporated by reference herein and, in relation to any Series of Covered Bonds which is the subject of Final Terms, must be read and construed together with the relevant Final Terms. All Covered Bonds will rank *pari passu* and rateably without any preference or priority among themselves, irrespective of their Series, except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.

The Issuer confirmed to the Dealers named under "*General Information*" below that this Base Prospectus contains all information which is (in the context of the Programme, the issue, offering and sale of the Covered Bonds) material; that such information is true and accurate in all material respects and is not misleading in any material respect; that any opinions, predictions or intentions expressed herein are honestly held or made and are not misleading in any material respect; that this Base Prospectus does not omit to state any material fact necessary to make such information, opinions, predictions or intentions (in the context of the Programme, the issue and the offering and sale of the Covered Bonds) not misleading in any material respect; and that all proper enquiries have been made to verify the foregoing.

No person has been authorised to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other document entered into in relation to the Programme or any information supplied by the Issuer or such other information as is in the public domain and, if given or made, such information or representation should not be relied upon as having been authorised by the Issuer or any Dealer or any Arranger.

Neither the Dealer(s) nor any Arranger nor any of their respective affiliates have authorised the whole or any part of this Base Prospectus and none of them makes any representation or warranty or accepts any responsibility as to the accuracy or completeness of the information contained in this Base Prospectus. Neither the delivery of this Base Prospectus or any Final Terms nor the offering, sale or delivery of any Covered Bond shall, in any circumstances, create any implication that the information contained in this Base Prospectus is true subsequent to the date hereof or the date upon which this Base Prospectus has been most recently supplemented or that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the prospects or financial or trading position of the Issuer since the date thereof or, if later, the date upon which this Base Prospectus has been most recently supplemented, or that any other information supplied in connection with the Programme is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution of this Base Prospectus and any Final Terms and the offering, sale and delivery of the Covered Bonds in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus or any Final Terms comes are required by the Issuer, any Arranger(s) and any Dealers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Covered Bonds and on the distribution of this Base Prospectus or any Final Terms and other offering material relating to the Covered Bonds, see "*Subscription and Sale*". In particular, Covered Bonds have not been and will not be registered under the United States Securities Act of 1933 (as amended) (the **Securities Act**) and are subject to U.S. tax law requirements. Subject to certain exceptions, Covered Bonds may not be offered, sold or delivered within the United States or to U.S. persons. Covered Bonds may be offered and sold outside the United States in reliance on Regulation S under the Securities Act (**Regulation S**).

PRIIPs / IMPORTANT – EEA AND UK RETAIL INVESTORS – If the Final Terms in respect of any Covered Bonds includes a legend entitled "Prohibition of Sales to EEA and UK Retail Investors", the Covered Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (**EEA**) or in the United Kingdom (**UK**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**) or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended the **PRIIPs Regulation**) for offering or selling the Covered Bonds or otherwise making them available to retail investors in the EEA or the UK has been prepared and therefore offering or selling the Covered Bonds or otherwise making them available to any retail investor in the EEA or the UK may be unlawful under the PRIIPs Regulation.

MiFID II PRODUCT GOVERNANCE / TARGET MARKET – The Final Terms in respect of any Covered Bonds may include a legend entitled "MiFID II Product Governance" which will outline the target market assessment in respect of the Covered Bonds and which channels for distribution of the Covered Bonds are appropriate. Any person subsequently offering, selling or recommending the Covered Bonds (a "distributor") should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Covered Bonds (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the "**MiFID Product Governance Rules**"), any Dealer subscribing for any Covered Bonds is a manufacturer in respect of such Covered Bonds, but otherwise neither the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MIFID Product Governance Rules.

Neither this Base Prospectus nor any Final Terms constitutes an offer or an invitation to subscribe for or purchase any Covered Bonds and should not be considered as a recommendation by the Issuer, any Arranger(s), any Dealer(s) or any of them that any recipient of this Base Prospectus or any Final Terms should subscribe for or purchase any Covered Bonds. Each recipient of this Base Prospectus or any Final Terms shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuer.

The maximum aggregate principal amount of Covered Bonds outstanding at any one time under the Programme will not exceed €5 billion (and for this purpose, the principal amount outstanding of any Covered Bonds denominated in another currency shall be converted into euro at the date of the agreement to issue such Covered Bonds (calculated in accordance with the provisions of the Programme Agreement)). The maximum aggregate principal amount of Covered Bonds which may be outstanding at any one time under the Programme may be increased from time to time, subject to compliance with the relevant provisions of the Programme Agreement as defined under "*Subscription and Sale*".

In this Base Prospectus, unless otherwise specified, references to a **Member State** are references to a Member State of the European Economic Area, references to **€**, **EUR** or **euro** are to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community (as amended) and references to **Swiss francs** or **CHF** are to the lawful currency for the time being of Switzerland.

In this Base Prospectus, all references to **Greece**, to the **Greek State** are to the Hellenic Republic and all references to the **UK** are to the United Kingdom and references to **£** or **Sterling** are to the lawful currency for the time being of the United Kingdom.

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In connection with the issue of any Series of Covered Bonds, the Dealer or Dealers (if any) named the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in the applicable Final Terms, may over allot Covered Bonds or effect transactions with a view to supporting the market price of the Covered Bonds at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Series of Covered Bonds is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Series of Covered Bonds and 60 days after the date of the allotment of the relevant Tranche of Covered Bonds. Any stabilisation or over allotment must be conducted by the relevant Stabilising Manager(s) (or person(s) acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.

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THE DEMERGER

On 20 March 2020, the core banking operations of the former Eurobank Ergasias S.A. were demerged. As part of the demerger:

- the former Eurobank Ergasias S.A. was renamed Eurobank Services and Holdings S.A. (**Eurobank Holdings**) on 23 March 2020;

- a new wholly-owned banking subsidiary of Eurobank Holdings, Eurobank S.A. (the **Issuer**), was established;

- the Issuer assumed, by operation of universal succession under Greek law, all of the assets and liabilities of the core banking operations of the former Eurobank Ergasias S.A.; and

- Eurobank Holdings became the holding company for the 88 companies that, together with Eurobank Holdings, as at 30 September 2020 comprised the "Group".

In this disclosure, references to the Issuer should, for any period prior to 20 March 2020, be read as construed as references to the banking activities of the former Eurobank Ergasias S.A. and references to the Group should, for any period prior to 20 March 2020, be read as construed as references to the former Eurobank Ergasias S.A. and its consolidated entities.

The demerger was part of a major transformation designed to achieve:

- the legal separation of the Issuer that will allow its management to focus on core banking activities;

- a significant balance sheet de-risking through the securitisation of non-performing exposures (**NPEs**), while retaining those that the Issuer believes have better recovery and curing potential; and

- accelerated reduction of NPEs, as evidenced by the Group having achieved an NPE ratio of 14.9 per cent. as at 30 September 2020 (compared to an NPE ratio of 31.1 per cent. as at 30 September 2019) and paving the way for a single digit NPE ratio by 2022.

On 18 November 2020, Eurobank Holdings published its interim consolidated financial statements for the nine months ended 30 September 2020 . The demerger of the core banking operations of the former Eurobank Ergasias S.A. (including its subsidiaries and associates) constitutes a common control transaction that involves the set-up of a new company, which is neither the acquirer, nor a business and therefore it is not a business combination as defined by IFRS 3 '*Business Combinations*'. As IFRS 3 guidance did not apply to the demerger, it has been accounted for as a capital re-organisation of the transferred business on the basis that no substantive economic change has occurred. In line with the Group's accounting policy for business combinations that involve the formation of a new entity in the case of a capital reorganisation, the acquiring entity (in this case the Issuer) incorporated the assets and liabilities of the acquired entity (in this case the banking sector transferred from the former Eurobank Ergasias S.A.) at their carrying amounts, as presented in the books of that acquired entity. The capital reorganisation did not have any impact on the Group's consolidated financial statements.

In the separate financial statements of Eurobank Holdings included in the Group's interim consolidated financial statements for the six months ended 30 June 2020 Interim Financial Statements, the assets and liabilities of the business transferred (including investments in subsidiaries and associates) to the Issuer were derecognised and the investment in the Issuer was recognised at cost, which is the carrying value of the net assets given up. The Issuer incorporated the assets and liabilities of the business transferred to it at their pre-combination carrying amounts with a corresponding increase in share capital. Pre-existing valuation reserves under IFRS that were transferred to the Issuer were separately recognised in the Issuer's total equity.

As part of the demerger, Eurobank Holdings maintained activities and assets that are not related to the core banking operations but are mainly related to the strategic planning of the administration of non-performing loans and the provision of services to other Group companies and third parties. Further, Eurobank Holdings retained significant interests in certain securities and certain entities. For any assets or liabilities that could not be transferred, Eurobank Holdings will collect or liquidate the assets in accordance with the Issuer's instructions and the Issuer has agreed to indemnify Eurobank Holdings for the settlement of the liabilities including any associated costs or losses.

Further information relating to the de-merger and the associated transformation can be found under "*Eurobank S.A.—Corporate transformation – demerger and NPEs reduction acceleration plan*" and in note 31 to the Group's Interim Financial Statements for the nine months ended 30 September 2020.

RISK FACTORS

In purchasing Covered Bonds, investors assume the risk that the Issuer may become insolvent or otherwise be unable to make all payments due in respect of the Covered Bonds. There is a wide range of factors, which individually or together could result in the Issuer becoming unable to make all payments due in respect of the Covered Bonds. It is not possible to identify all such factors or to determine which factors are most likely to occur, as the Issuer may not be aware of all relevant factors and certain factors which it currently deems not to be material may become material as a result of the occurrence of events outside the Issuer's control. The Issuer has identified in this Base Prospectus a number of factors which could materially adversely affect its business and ability to make payments due under the Covered Bonds.

The Issuer believes that the risks described below are the material risks inherent in the transaction for Covered Bondholders, but the Issuer does not represent that the statements below regarding the risks relating to the Covered Bonds are exhaustive. Additional risks or uncertainties not presently known to the Issuer or that the Issuer currently considers immaterial may also have an adverse effect on the Issuer's ability to pay interest, principal or other amounts in respect of the Covered Bonds. Prospective Covered Bondholders should read the detailed information set out in this document and reach their own views, together with their own professional advisers, prior to making any investment decision.

In addition, factors which are material for the purpose of assessing the market risks associated with Covered Bonds issued under the Programme are also described below.

Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus and reach their own views prior to making an investment decision. Words and expressions defined in the "Terms and Conditions of the Covered Bonds" below or elsewhere in this Prospectus have the same meanings in this section. Investing in the Covered Bonds involves certain risks. Prospective investors should consider, among other things, the following.

Unless otherwise specified, references in this Base Prospectus to the "Group" are to Eurobank Holdings and its consolidated entities.

Factors that may affect the Issuer's ability to fulfil its obligations under instruments issued under the Programme

The Group's business is significantly affected by macroeconomic and financial developments, particularly in Greece

The Issuer is the most significant operating member of the Group and one of the systemic banks operating in Greece. the Issuer's business, operating results, financial condition and prospects are in various ways exposed to the economic and financial performance, creditworthiness, prospects and economic outlook of companies and individuals operating in Greece or with a significant economic exposure to the Greek economy. For example, the Issuer's business activities depend on the level of demand for banking, finance and financial products and services, as well as on its customers' capacity to service their obligations, or maintain or increase their demand for the Issuer's services. Customer demand and their ability to service their liabilities depend considerably on their overall economic confidence, business prospects or employment status, Greece's fiscal situation, investment and procurement by the government and municipalities, and the general availability of liquidity and funding at a reasonable cost.

The Issuer operates mainly in Greece and its operations comprise the majority of the Group's business. For example, in the nine month period ended 30 September 2020 the Group's Greek operations accounted for 77 per cent. of its operating income and 73 per cent. of its net interest income. In addition, as per the Group's Interim Financial Statements, the Group holds:

- Greek government bonds and treasury bills (which had a book value of €2,045 million as at 30 September 2020 and comprised 3 per cent. of the Group's assets and 23 per cent. of its investment portfolio as at the same date);

- financial derivatives with the Greek State (which had a book value of €1,644 million as at 30 September 2020); and

- financial guarantees and other claims with the Greek State (which had a book value of €198 million as at 30 September 2020).

  Furthermore, pursuant to Law 4649/2019, on 25 February 2020, Eurobank submitted to the Ministry of Finance two applications for opting-in to the Hellenic Asset Protection Scheme ("HERCULES") of the Cairo I and Cairo II securitisations and on 15 May 2020 of the Cairo III securitization, which were approved on 23 July 2020. *For additional information please refer to notes 15 & 24 of Eurobank Holdings consolidated interim financial statements for the nine months ended 30 September 2020*.

As a result, the Group's business, operating results, asset quality and general financial condition are directly and significantly affected by macroeconomic conditions and financial developments in Greece.

According to the Hellenic Statistical Authority, real GDP in Greece decreased by 26.4 per cent. during the period 2008-2016, based on the European System of Accounts methodology (**ESA 2010**). Negative macroeconomic developments in Greece following the financial crisis had a severe adverse effect on the Greek banking system, particularly affecting Greek banks' capital ratios (through significant losses incurred, particularly driven by significant write downs of the value of Greek government debt holdings and high levels of NPEs) and constraining Greek banks' liquidity. Reflecting the impact of the financial crisis, the number of credit institutions in Greece fell from 19 in November 2009 to nine currently.

In addition to their effect on the Group's operations in Greece, the adverse macroeconomic and financial developments in Greece since the global financial crisis also had a material adverse effect on the Group's reputation, its competitive position as against international banks and deposits in the Group's international operations.

More recently, as the outbreak of COVID-19 escalated into a global pandemic in the first quarter of 2020, market volatility reached levels not seen since the most recent global financial crisis. Global economic indicators deteriorated rapidly as various measures, including large-scale restrictions on movement, were implemented around the world to contain the spread of COVID-19. In Greece, the latest economic data indicates that seasonally adjusted real GDP in the first, second and third quarters of 2020 declined by 0.4 per cent. and 14.2 per cent. and 11.7 per cent., respectively, against the same quarters in 2019 and by 0.1 per cent. and 14.1 percent., and 2.3 per cent., respectively, when compared to the immediately preceding quarter. The adverse effects on the Greek economy due to COVID-19 included, in particular: (i) lower private consumption as a result of the two lockdowns during 2020, (ii) lower tourism revenues due to restrictions on movement both within Greece and internationally, (iii) reductions in demand for the manufacturing sector's products, (iv) disruptions in the manufacturing sector's supply chains and (v) a decrease in shipping activity due to a decline in global trade.

The European Commission (the **EC**), in its 2020 Autumn forecasts (November 2020) estimated a 9.0 per cent. fall in real GDP in Greece in 2020 and a recovery of 5.0 per cent. and 3.5 per cent. in 2021 and 2020, respectively. The unemployment rate was expected at 18.0 per cent., 17.5 per cent and 16.7 per cent. respectively. The unemployment rate was 17.3 per cent. in 2019. However, the aforementioned European Commission figures do not include the effect of the second lockdown and the respective public support measures implemented by the Greek government from then onwards. According to the 2021 Budget passed in the Greek Parliament in early December 2020, the real GDP growth rate is expected at -10.5 per cent. and 4.8 per cent for 2020 and 2021 respectively, including the effects of the second lockdown. The unemployment rate is expected at 18.9 per cent and 17.9 per cent. in 2020 and 2021 respectively.

According to the 2021 Budget, the primary balance for 2020 and 2021 is expected at -7.2 per cent. of GDP and -3.9 per cent. of GDP respectively in Enhanced Surveillance terms, including the measures aiming to address the economic effects of the COVID-19 pandemic announced in early November 2020, in the context of the second lockdown. According to the 2021 Budget the Greek government's planned total measures aiming to address the economic effects of the Covid-19 pandemic amount to €31.4 bn. The latter figure includes leverage of €5.7 bn for 2020 to be provided by the banking system on top of the €2.6 billion of the Public Investment Budget for cash-collaterals and the co-financing of loans to small and medium size enterprises. From the aforementioned amount €23.9 bn correspond to 2020 and €7.6 bn to 2021 respectively, including the cost of the ruling of the Council of State on pension cuts.

The Group's net expected credit losses increased by €1,442 million in the nine months of 2020 compared to the corresponding period in 2019, as a result of the recognition of an impairment loss of €1,509 million resulting from the Cairo transaction (described in note 15 to the Group's Interim Financial Statements) which in turn caused the Group to record a net loss of €1,081 million in the first nine months of 2020 (as compared to a net profit of €94 million for the corresponding period in 2019). The impairment losses recognised in first nine months of 2020 remained well above the expected amount as at the end of 2019 due to the exceptional COVID-19 pandemic circumstances and the prevailing uncertainties regarding the prospects of the recovery of the economy. In particular, the Group initially expected a significant decrease in the impairment levels for 2020, driven by (i) the improvement in the macroeconomic environment (prior to COVID-19), (ii) the positive impact on the Group's lending portfolios from the acceleration of its non performing exposures de-leveraging programme and (iii) the expected outcome of other recovery measures (such other recovery measures as further described in note 2 to the Group's Interim Financial Statements) employed as part of the Group's non performing exposures management strategy.

Significant uncertainty remains as to (i) when current economic conditions may recover from the deterioration observed since the outbreak of COVID-19 and (ii) the full extent of the adverse economic consequences of COVID-19. See "*—The outbreak of COVID-19 has impacted and is expected to further adversely impact the Group and its customers, counterparties, employees, and third-party service providers, and is likely to have a material adverse effect on the Group's business, financial position, results of operations and prospects*" See also, "*—"Greece's economy remains susceptible to significant downside risks*" below.

The outbreak of COVID-19 has impacted and is expected to further adversely impact the Group and its customers, counterparties, employees, and third-party service providers, and is likely to have a material adverse effect on the Group's business, financial position, results of operations and prospects

COVID-19 has resulted in widespread volatility and deteriorations in household, business, economic, and market conditions worldwide. On 11 March 2020, the World Health Organisation declared the outbreak of COVID-19 a global pandemic. The COVID-19 pandemic and governmental responses to the pandemic have had, and continue to have, a severe impact on global economic and business conditions, including significant volatility in financial and commodities markets. Governments and regulatory bodies in affected areas have imposed a number of measures designed to contain the outbreak, including widespread business closures, travel restrictions, quarantines and cancellations of, or significant restrictions on, gatherings and events. The majority of these measures have been gradually lifted or partially relaxed, especially in Europe, from June 2020. However, a second lockdown was imposed from early November 2020 onwards in order to address the negative effects of the second wave of the COVID-19 pandemic. Governments, monetary authorities and regulators have also taken actions to support the economy and financial system, including taking fiscal and monetary measures to increase liquidity and support incomes, and regulatory actions in respect of financial institutions.

Due to the evolving and rapidly changing nature of the COVID-19 pandemic and the various governmental measures implemented to counter or limit the adverse impact of the outbreak, it is not possible at this time to accurately predict the ultimate impact of the outbreak on the global economy, the Greek economy and/or the Group.

The extent of the impact of the COVID-19 pandemic on the Group's business, results of operations, capital, liquidity and prospects will depend on a number of evolving factors, including:

- the duration, extent and severity of the pandemic, which cannot be predicted at this time. The adverse impact of the ongoing second wave of the COVID-19 pandemic on the global economy could continue and result in further volatility and price declines in financial and commodities markets;

- the response of governmental, monetary and regulatory authorities. In Greece, various restrictions were introduced which were designed to contain COVID-19, such as widespread business closures, travel restrictions, quarantines and the institution of social distancing. Greek authorities during the first and the second wave of the pandemic (Spring and late Autumn of 2020, respectively) have also deployed fiscal, monetary and regulatory measures to mitigate the adverse effects of COVID-19 on individual households and businesses. In Greece, the various restrictions were lifted from early May 2020 onwards. The tourism sector opened for internal customers from mid-June 2020 and for EU tourists from 1 July 2020. Restrictions in travel for non-EU passengers remained mostly in place as of early September 2020. The Greek government, in order to address the adverse effects of the second wave of the COVID-19 pandemic implemented a series of new measures, effective from 1 November 2020, gradually imposing a form of lockdown since 7 November 2020, including, among others, the suspension of operation of restaurants, cafes, cinemas, museums, the suspension of operation of specific categories of shops and businesses, the mandatory use of masks in all public spaces, a curfew from 9pm to 5 am, the mandatory teleworking for the 50 per cent. of employees in the private and public sector, among others. The gradual relaxation of the aforementioned restrictions started from 18 January 2021. The imposition and subsequent relaxation of restrictions, have not been coordinated or consistent across jurisdictions. The lockdowns of economies globally resulted in significant reductions in production, demand and global trade in goods and services, especially tourism. Large corporates experienced both demand and supply disruptions as global supply chains were challenged by the national lockdowns. Small and medium-sized corporates in the most exposed sectors, such as tourism and hospitality, experienced a sharp decline in demand, putting the viability of many of the companies and businesses in these sectors at substantial risk. Monetary authorities have also sought to mitigate the economic impact of the pandemic by pursuing accommodative policies. The ECB's Pandemic Emergency Purchase Programme (**PEPP**) amounts to approximately €1,850 billion, out of which approximately €46 billion will be available for the purchase of Greek public and private sector securities. The European Council's financial package includes the future Multiannual Financial Framework (") and a specific recovery effort under Next Generation EU (**NGEU**).The NGEU fund is €750 billion, out of which approximately €32 billion will be available for Greece (provisionally comprising €19 billion in grants and €12.5 billion in loans). The amount for the MFF is €1,100 billion, with approximately €40 billion earmarked for Greece. However, any measures by monetary authorities may be insufficient in the future; and

- the effect on the Group's borrowers, counterparties, employees and third-party service providers. COVID-19 has affected individuals, households and businesses differently and unevenly. A substantial amount of the Group's business involves making loans or otherwise committing resources to borrowers, including individuals and companies in various industries. The effect of COVID-19 on individual customers is highly uncertain at this stage of the outbreak, as is the impact of governmental aid and support measures. The economic consequences of COVID-19 have become more visible in terms of increasing unemployment, lower consumption, lower inflation expectations and slower housing markets. These factors are expected to adversely impact corporate and personal borrowers' ability to repay their loans, which could have a material adverse effect on the Group's results of operations, financial condition and/or liquidity. The Group's operational risk may also increase to the extent that counterparties and third-party service providers are adversely affected by COVID-19 or the measures implemented to contain it.

If the COVID-19 pandemic is prolonged, worsens or there are further outbreaks of the pandemic, or other diseases emerge that give rise to similar effects, this could have a further adverse impact on the global economy and/or financial markets and, in turn, adversely impact the Group in a number of ways, including as a result of (i) declines in net interest income and non-interest income due to reduced activity or volatility and declining prices in financial, real estate and/or commodities markets, (ii) higher credit losses and increases in the allowances for expected credit losses as a result of the Group's customers' failure to meet existing payment or other obligations to it, especially if businesses remain closed, unemployment continues to rise and/or the Group's clients and customers draw on their lines of credit or seek additional loans or payment holidays to help finance their personal or business needs, (iii) a further reduction in demand for the Group's products and services, including loans, deposits and asset management services, (iv) a failure to meet the minimum regulatory capital and liquidity ratios and other supervisory requirements, (v) possible downgrades to the Group's credit ratings; and (vi) disruptions to significant portions of the Group's operations as a result of illness, quarantines, shelter-in-place arrangements, governmental actions and/or other restrictions imposed by measures intended to contain the pandemic.

The completion of the quarterly reviews of the enhanced surveillance scheme may not lead to the intended return of the Greek economy to a sustained growth path

Since the financial crisis, Greek governments have undertaken significant structural measures intended to restore competitiveness and promote economic growth as part of the financial support programmes agreed with the IMF, the European Central Bank (**ECB**), the European Stability Mechanism (**ESM**) and the EU. The third such programme concluded in August 2018. The Greek government is subject to the European Commission's Enhanced Surveillance scheme, which requires, among other things, all key reforms adopted under the ESM programme to be implemented and certain key structural reforms initiated under the ESM programme to be completed by certain agreed deadlines, see *"Economic Overview—Greek Economic Adjustment Programmes—Financial support following the financial crisis*". The Greek government remains committed to implementing these measures. The eighth Enhanced Surveillance review was completed successfully in mid-November 2020. The Group cannot assess the effects of these measures on general economic activity in Greece and the government may not be in a position to fully implement the required structural reforms on a timely basis, particularly in light of the impact of COVID-19. If the structural measures and reforms implemented do not result in sustained economic growth, the Group's business and results of operations are likely to be adversely affected.

Greece was also required to meet certain fiscal targets, such as the annual fiscal primary surplus target of 3.5 per cent. of GDP in each year from 2018 to 2022 and a primary surplus of 2.2 percent from then onwards in order to achieve debt sustainability. Greece managed to achieve fiscal primary surpluses of 4.3 per cent. and 3.5 per cent. of GDP in 2018 and 2019, respectively, continuing the primary surplus path that started in 2013. For 2020, in light of COVID-19, the primary surplus requirement has been relaxed. According to a Eurogroup decision of 4 March 2020, non-permanent deviations from the agreed fiscal paths of the member-states, due to unusual effects outside the control of their governments (such as the effects of the COVID-19 pandemic), are acceptable. According to the European Commission's Autumn Forecasts, the primary balance for 2020, 2021 and 2022 is expected to register a deficit of 3.8 per cent., 3.6 per cent. and 0.8 per cent of GDP, respectively without the incorporation of the fiscal costs of the second lockdown. According to the 2021 Budget, the primary balance for 2020 and 2021 is expected to register a deficit of -6.8 per cent. and 3.8 per cent of GDP respectively, in ESA2010 terms and -7.2 per cent. and -3.9 per cent. of GDP in Enhanced Surveillance terms, conditional on the measures aiming to address the economic effects of the COVID-19 pandemic announced in early November 2020. The latest IMF estimates (October 2020) for the 2020 and 2021 primary balance are expected to be deficits of -6 per cent. and 0.0 per cent. respectively. As of early January 2021, the requirement for a fiscal primary surplus of 3.5 per cent. of GDP in 2022 is still valid. Any material failure by the government to implement the required reforms and meet the designated fiscal targets will be likely to increase the risk of a credit event regarding Greece's public debt. Any risks relating to financial stability in Greece and Greece's ability to fulfil its international obligations, could have a material adverse effect on the Group, including through:

- a significant increase in provisions;
- a reduction in the carrying amount of the Group's portfolio of Greek government debt;
- an impairment in the carrying amount of the Group's deferred tax assets;
- the difficulty in achieving sustainable levels of profitability;
- a weakening of the Group's regulatory capital position;
- the difficulties in raising funds and complying with minimum capital and funding regulatory requirements, potentially leading to increased ownership and control by the Greek state were it to provide new capital support;
- a deterioration in liquidity; and
- in an extreme scenario, the imposition of resolution measures impacting the Issuer under the Bank Recovery and Resolution Directive (Directive 2014/59/EU, as amended, the "BRRD") as implemented in Greece.

Particularly in the light of COVID-19, even if the reforms are implemented there is no certainty that they will achieve the level of economic growth required to ease the financial constraints currently affecting Greece or to permit permanent access to the international capital markets in a timely manner or at all. See "*Greece's economy remains susceptible to significant downside risks*" below.

Greece's economy remains susceptible to significant downside risks

Despite the emergence from recession in 2017, economic and financial conditions in Greece remain susceptible to significant downside risks, many of which have been aggravated by the impact of COVID-19, including:

- the persistent effects of the post financial crisis recession, and the impact of the COVID-19 induced recession, on borrowers' debt servicing capacity maintains the stress on banks' portfolio quality and inhibits a recovery in demand for loans, as well as constrains the supply of loans in the Greek banking sector, leading to a continued reduction of lending activities;

- Greece's economic performance remains sensitive to a number of internal factors such as the sustainability of the fiscal adjustment progress, financial market and liquidity conditions, the pace of improvement of the private sector's income and debt-servicing capacity and the significant effort required to lower the still very high levels of NPEs, which are likely to be aggravated by the impact of COVID-19, enabling the banking system to play a more active role in the economic recovery;

- additional pressures on economic activity and the private sector's financial position could emerge in the event of implementation of new fiscal measures in order to ensure a sustainable achievement of the medium term fiscal targets. In this event, there would be a negative impact on the private sector's saving capacity and propensity to consume and invest. These effects could adversely affect financial conditions and credit demand, and may also weaken economic growth in the near to medium term;

- a potential reversal of some reforms in the labour or product markets could reduce market flexibility and lead to rising wage or other costs pressures, threatening to reverse competitiveness gains achieved in previous years;

- house prices in Greece increased for the first time in ten years in 2018 and this pattern continued in 2019 and in the first quarter of 2020, according to the latest available Bank of Greece data. This is a positive development that translates into a direct improvement in collateral values posted by borrowers and supports domestic spending through positive wealth effects. However, the remaining high backlog of unsold houses, in conjunction with (i) the fall in tourism demand due to COVID-19; (ii) the gradual acceleration in foreclosures by banks, following the full operation of a specialised e-auction platform in the first quarter of 2018 and (iii) increased confiscation by the State of unpaid tax obligations, is expected to continue to feed into the supply side of the market. Moreover, the relatively high tax pressure on real estate, along with potential risks for market activity from reassessments of zonal values agreed under the Enhanced Surveillance Framework, are expected to continue to impose challenges to the recovery of the real estate market;

- certain debt relief measures that the Greek State benefits from are conditional on Greece's progress in achieving its fiscal targets and implementing reforms agreed under the Enhanced Surveillance Framework. These conditional debt relief measures comprise: (i) the abolition of a step-up interest rate margin; and (ii) certain refunds due to Greece in semi-annual instalments in the period 2019 to 2022. As at the date of this Base Prospectus, seven consecutive Enhanced Surveillance reviews have been completed successfully. Greece received approximately €3.4 billion from the Enhanced Surveillance financial envelope in three disbursements, in May 2019 (€1 billion), in January 2020 (€0.8 billion), in July 2020 (€0.8 billion) and in December 2020 (€0.8 billion). Any deferral in the implementation of these conditional debt relief measures could adversely affect market sentiment and weigh on Greek government bond valuations, as well as on the valuation of other financial asset prices in Greece. Moreover, the long-term sustainability of the Greek debt remains sensitive to Greece's performance under the enhanced post-programme surveillance framework, particularly in the areas of fiscal policy and economic reforms; and

- Greece's macroeconomic and financial prospects remain sensitive to international conditions. A protracted deterioration in risk assessment internationally and/or in macroeconomic or liquidity conditions in the euro area or globally and/or the emerging geopolitical risks globally, could have a negative impact on the risk assessment of Greece and the Greek private sector, as well as affect economic conditions and Greek asset valuations. Any of these factors could weaken

Greece's capacity to access the markets in competitive terms and reduce the liquidity available to the private sector in general.

These factors, to the extent that they materialise, are also likely to continue to exert pressures on private sector consumption and could lead to delayed investments and capital spending decisions and thus reduce demand for the services offered by the Group. The Group's business activities are dependent on the level of banking, finance and financial products and services it offers, as well as its customers' capacity to repay their liabilities. In particular, the levels of savings and credit demand are heavily dependent on customer confidence, disposable income trends and the availability and cost of funding, each of which continues to show only relatively slow improvement in Greece and any of which could be negatively affected by the materialisation of any of the above factors. Moreover, the Group's customers may further decrease their risk tolerance to non-deposit investments such as stocks, bonds and mutual funds, which would continue to adversely affect the Group's fee and commission income.

The Group conducts significant international activities outside Greece and the Group is exposed to political instability and other risks in these countries

In addition to its operations in Greece, the Group has substantial operations in Bulgaria, Serbia, Cyprus and Luxembourg. The Group's international operations accounted for 21 per cent. of its gross loans as at 30 September 2020 and 27 per cent. of its net interest income in the period ended 30 September 2020.

The Group's international operations are exposed to the risk of adverse political or economic developments in the countries where it operates. Each of these countries has been adversely affected by COVID-19 and the measures imposed to contain it, see further "*Economic Overview - Regional international economic developments*".

These risks are heightened in certain countries in which the Group operates, such as Bulgaria, Cyprus and Serbia, where the Group faces particular financial and operational risks. For example, in Cyprus the NPEs ratio is the second highest in the EU behind Greece. In addition, the economies of these countries may be negatively impacted by escalating global trade risks and the risk of higher commodity and global energy prices in the coming years. These factors could have a material adverse effect on the Group's business and results of operations.

The Group's international operations in Bulgaria and Serbia also expose it to foreign currency risk as the national currency of these currencies is not the euro. As a result, any decline in the value of the currencies in which these subsidiaries account for their income or value their assets and liabilities relative to the euro may have an adverse effect on the Group's operating results and financial condition when translated into euro for the purpose of preparing the Group's consolidated financial statements. Such declines may occur for a variety of reasons outside the Group's control, including political instability and negative economic or other factors. The Group's sensitivity to this risk is illustrated in note 6.2.2(ii) to the 2019 Consolidated Financial Statements (as defined herein), which are incorporated by reference in this Base Prospectus.

The Group is vulnerable to disruptions and volatility in the global financial markets

Most of the economies with which Greece has strong export links, including a number of European economies, have been adversely affected by COVID-19 and continue to face high levels of private or public debt and high unemployment rates. Increasing downside risks on the back of a weaker external environment and heightened geopolitical risks may restrict the European economic recovery, which remains greatly dependent on accommodative monetary policy. In financial markets, concerns about:

(i) the longer term economic impact of COVID-19, including the potential path of economic recovery both in Europe and globally;

(ii) the implications for emerging market economies of the COVID-19 pandemic as well as specific events impacting such markets (for example, Turkey's sharp currency depreciation in 2020);

(iii) continued tension in US trade relations; and

(iv) the potential impact of the withdrawal by United Kingdom (the "UK") from the EU at the end of 2020,

are all expected to continue to affect market sentiment and contribute to volatility, with a corresponding adverse effect on the Group's business and results of operations. For example, the initial adverse market reaction to COVID-19 had a temporary negative impact on the Group due to widened pricing on the 10 year Greek Government Bond (of which the Issuer is a holder).

The Group's business and results of operations, both in Greece and abroad, have been in the past, and are likely to continue to be in the future, materially affected by many factors of a global nature, including political and regulatory risks and the condition of public finances; the availability and cost of capital; the liquidity of global markets; the level and volatility of equity prices, commodity prices and interest rates; currency values; the availability and cost of funding; inflation; the stability and solvency of financial institutions and other companies; investor sentiment and confidence in the financial markets; global pandemic diseases or a combination of any of these factors.

The Issuer or other members of the Group may be adversely affected by the United Kingdom's withdrawal from the EU

The UK formally left the EU on 31 January 2020 and following the ratification of the Withdrawal Agreement entered into a transition period, that ended on 31 December 2020.

On the 24 December 2020 the UK government and the EU entered into a trade and co-operation agreement (**TCA**) setting out the principles governing the future EU/UK relationship. Under the TCA the UK is a “third country”. The TCA has been ratified by the UK, but remains only provisionally applied in the EU, subject to ratification by the European Parliament. It is not currently possible to determine the impact of the TCA on the Issuer and/or any other member of the Group or the business of the Group's UK branch, including its ability to continue to conduct business in the UK. The effect of the implementation of the TCA could adversely affect the Group's business and/or the market value and/or the liquidity of the Covered Bonds in the secondary market. Further, there remains a small chance that the TCA will not be ratified by the European Parliament. Were the TCA not to be ratified by the European Parliament, the absence of a trade agreement between the EU and the UK could adversely affect the Group's business and/or the market value and/or the liquidity of the Covered Bonds in the secondary market.

The main uncertainties for Greece in this scenario relate to the external balance of goods and services between Greece and the UK. Any negative effects on Greece's economy are likely also to adversely affect its banking sector in general and the Issuer in particular.

Funding risks

A considerable portion of the Group's funding is in the form of customer deposits and if the Group is unable to continue to increase its deposits its business may be significantly constrained

Customer deposits are the Group's principal source of non-equity funds. As at 30 September 2020, customer deposits accounted for 80 per cent. of the Group's total non-equity funding (for this purpose defined as the sum of customer deposits, amounts due to credit institutions, amounts due to central banks and debt securities in issue).

Reflecting the general scarcity of wholesale funding since the onset of the economic crisis there is significant competition for retail and corporate deposits in Greece. The Group faces competition from other Greek banks and Greek branches of foreign banks, many of which may have greater resources and superior credit ratings. The Group's competitors may be able to recover deposits faster or secure funding at lower rates.

The ongoing availability of sufficient deposits to fund the Group's loan portfolio is subject to changes in factors outside the Group's control, including in particular:

- potential depositors' concerns regarding the economy in general, the financial services industry or the Group in particular;
- a significant deterioration in economic conditions in Greece or other changes that result in customers withdrawing their deposits; and
- the availability and extent of deposit guarantees.

Any loss of customer confidence in the Group or in the Greek banking sector in general could significantly increase the Group's deposit outflows or increase the cost of its deposits in a short period of time. If the Group experiences an unusually high level of withdrawals and is unable to replace such withdrawals, the unavailability of funding or higher funding costs may have an adverse effect on the Group's business and results of operations. Unusually high levels of withdrawals could prevent the Group from funding its operations and meeting minimum liquidity requirements. In such circumstances, the Group may not be in a position to continue to operate without additional funding, which the Group may not be able to secure.

The Group's ability to obtain unsecured debt funding remains constrained and its access to the capital markets is limited

The long period of recession and weak economic growth in Greece adversely affected the Issuer's credit rating, limited the Group's access to international markets for debt funding and significantly reduced its deposit funding. These factors resulted in the Group becoming reliant on funding from the Eurosystem (particularly from the ECB and the Bank of Greece). The deterioration in the Issuer's credit rating also resulted in increased funding costs and in the need to provide additional collateral in repurchase agreements and other collateralised funding agreements, including the Issuer's agreements with the ECB and the Bank of Greece. The Group's access to the capital markets for funding, in particular unsecured funding and funding from the short-term interbank market, was also severely restricted because of concerns by counterparty banks and other creditors.

In recent years the Group has been able to increase its deposit base from €33.8 billion as at 31 December 2017 to €39.1 billion as at 31 December 2018, €44.8 billion as at 31 December 2019 and €46.2 billion as at 30 September 2020. The Group has also accessed the capital markets in a limited manner, including:

(i) the issue by the Issuer of a three-year €500 million Covered Bond on 2 November 2017; and

(ii) the execution of two large asset securitisations of corporate/SME and small business/retail loans of approximately €2 billion in 2018 and early 2019 (where the senior notes were sold (through a private placement) to an international investor).

As a result of (a) the recent improvement in the Greek sovereign credit rating, (b) the successful execution of the Group's transformation project (which aimed to substantially reduce the Group's NPE ratio) and (c) the recent successful issuance of subordinated debt instruments (Tier 2) from other systemic Greek banks in 2019 and early 2020, the Group is in the process of formulating its strategy to return to the international debt capital markets for unsecured instruments, although there can be no assurance that such strategy will be feasible in the short or medium-term.

The Group's ECB funding and funding from the Bank of Greece through the Emergency Liquidity Assistance ("ELA") (which has less strict collateral rules, but carries an interest rate which was approximately 150 basis points above the ECB funding interest rate) peaked in 2015, but has declined since then as market conditions and access to funding markets improved (as noted above). Since the end of January 2019, the Group has eliminated the use of ELA funding and, as at 31 March 2020, the Group's total funding from the Eurosystem amounted to €2.7 billion. More recently, following the ECB's decision in the first half of 2020 to relax collateral rules and offer more attractive funding terms to financial institutions in the first half of 2020 (in an effort to mitigate the adverse impact of COVID-19 on the European economy by implicitly encouraging lending growth), the Group has increased its ECB funding to €8 billion (of which €7.25 billion has been raised in Greece).

The risk remains, however, that the Group may have to increase further its Eurosystem funding - for example if the impact of COVID-19 worsens or its deposits were to fall in the future, see "—A considerable portion of the Group's funding is in the form of customer deposits and if the Group is unable to continue to increase its deposits its business may be significantly constrained" above. The amount of Eurosystem funding available to the Group is tied to the value of the collateral the Group is able to provide, including the market value of the Group's holdings in Greek government bonds, which may decline (particularly if the economy weakens, see "—*The Group is exposed to a deterioration in its investment securities portfolio which could result in increased impairment charges and reduced profitability*" below). In addition, if the Eurosystem was to revise its collateral standards or increase the rating requirements for collateral securities, such that these instruments were no longer eligible to serve as collateral, the Group's funding cost would increase and the Group's access to liquidity would become more limited.

The Group may require additional capital to satisfy supervisory capital requirements and such capital may prove difficult or expensive to obtain or may not be available

The Group and the Issuer are required by their regulators to maintain minimum capital ratios. As at 30 September 2020, the Group had a phased-in CET1 ratio of 13.2 per cent. (calculated under the 2019 Basel III transitional rules) against a supervisory review and evaluation (**SREP**) CET 1 capital requirement of 6.19 per cent. (excluding buffer requirements). Based on the end-state Basel III requirements in 2025, the Group had a fully loaded CET1 ratio of 11.2 per cent. The required levels of capital were reduced by the ECB in March 2020 to enable each bank to support its respective economy during the COVID-19 pandemic. This reduction is expected to remain in force until at least 31 December 2022. The required capital levels may increase in the future (for example, the SREP process as applied to the Issuer or any future SSM-wide stress tests conducted by the ECB could, in each case, result in higher capital requirements that apply specifically to the Issuer) and/or the manner in which the relevant capital requirements are applied may change in a manner that adversely affects the Group's and/or the Issuer's capital ratios.

Effective management of regulatory capital is critical to the Group's ability to operate, to grow organically and to pursue its strategy. Any change that limits the Issuer's ability to efficiently manage its balance sheet and regulatory capital resources, including, for example:

- changes in accounting treatment, such as the implementation of IFRS 9 that had a significant negative impact of the Group's regulatory capital, see note 2.3.2 to the 2018 Consolidated Financial Statements (as defined herein);

- reductions in profits and retained earnings or losses, whether as a result of the worsening economic conditions caused by COVID-19, asset write-downs or otherwise, which would reduce the amount of regulatory capital;

- increases in risk-weighted assets (**RWAs**) which, without an appropriate increase in regulatory capital, would reduce the relevant capital ratios;

- delays in, or an inability to effect, the disposal of certain assets that would, if disposed of, reduce RWAs;

- inability to syndicate loans that would, if syndicated, reduce RWAs, whether as a result of adverse market conditions or otherwise; or

- inability to access capital funding sources in order to increase regulatory capital, whether as a result of a lack of liquidity in the funding markets generally or an adverse change in the Group's financial condition or rating,

could have a material adverse impact on the Group's financial condition and regulatory capital position, could result in the Issuer's ratings being adversely affected and could also result in regulatory actions designed to ensure the Group's compliance with the required ratios. In an extreme scenario, if the Group is unable to maintain its minimum regulatory capital ratios in the future, this could result in one or more resolution tools being implemented.

The Issuer's funding cost and access to liquidity and capital depend on the credit ratings of both the Issuer and Greece

The Issuer's long-term ratings are:

- S&P issuer credit rating: "B" (stable outlook), upgraded on 8 November 2019 from "B-";

- Fitch long-term issuer default rating: "B-" (negative outlook), upgraded on 12 June 2020 from "CCC+"; and

- Moody's long-term deposit rating: "Caa1" (positive outlook), upgraded on 5 March 2019 from "Caa2" (positive outlook).

Each of the above ratings are below the level identified by the respective rating agencies as investment grade. Reflecting these sub-investment grade ratings, the Issuer's ability to obtain unsecured funding in the capital markets is limited and or may attract a high cost (relative to a situation in which the Issuer had investment grade credit ratings). See "*—The Group's ability to obtain unsecured debt funding remains constrained and its access to the capital markets is limited*" above.

On 27 March 2020, S&P changed the outlook of the Issuer's "B" rating to stable (from positive), reflecting the risks relating to the COVID-19 outbreak and the Issuer's ongoing asset quality clean-up efforts.

On 12 June 2020, Fitch upgraded the Issuer's long term issuer default rating to "B-" (from "CCC+"), with a negative outlook. The negative outlook reflects the risks relating to the economic and financial implications of the COVID-19 outbreak.

In May 2020, due to the impact of COVID-19, Moody's changed the outlook of the Issuer's Greek peers to stable (from positive). However, Moody's left the Issuer's outlook as positive on the back of the completion of the securitisation transaction and the Issuer's stronger asset quality versus its peers.

However, this outlook, or any other outlook or rating assigned to the Issuer by any rating agency, can be revised at any time.

Each of the credit rating agencies applies a sovereign ceiling, which means that the Issuer's ratings can never be higher than those of Greece. Greece's credit ratings, which are also below investment grade, are:

- S&P: "BB-" (stable outlook);
- Fitch: "BB" (stable outlook); and
- Moody's: "Ba3" (stable outlook).

Each of Greece's credit ratings has been upgraded since mid-2018, based on the perceived success of the ESM stability support programme and improving economic conditions (although both S&P and Fitch changed their outlook from positive to stable in April 2020). The possibility of a future downgrade or negative change in rating outlook remains. For example, future Greek governments have committed to maintain significant primary surpluses for a long period and this could pose both economic and political challenges in the future. In particular, any failure to effectively adhere to these commitments in the medium-term could result in financial instability and a downgrade in Greece's rating, which could in turn result in a downgrade of the Issuer's ratings (either through the application of the sovereign ceiling or because the economic and political factors leading to the Greece downgrade are perceived by the rating agencies as also being likely to adversely affect the Issuer's credit position).

Negative publicity following a downgrade in the Issuer's credit rating may have an adverse effect on depositors' sentiment, which may increase the Issuer's dependence on Eurosystem funding. In addition, any adverse change in the Issuer's ratings, including as a result of adverse stress test outcomes (whether for the Issuer or one or more other Greek banks), could negatively affect the Issuer's return to the capital and interbank markets for funding, increase the Issuer's funding costs and/or restrict the alternative sources of funding available to it. As a result of the impact of COVID-19, the EU-wide stress test exercise that had been planned for 2020 has been postponed for 2021.

Credit and other financial risks

The Group is exposed to a deterioration in its customer loan portfolio which could result in increased impairment charges and reduced profitability

The Group has a significant portfolio of customer loans which had a net balance of €37.0 billion, or 55 per cent. of the Group's assets, as at 30 September 2020. A substantial portion of the Group's customer loans are secured by collateral such as real estate, securities, term deposits and receivables. In particular, mortgage loans are one of the Group's principal asset classes totalling €10.8 billion as at 30 September 2020.

The Group is exposed to the risk of a significant deterioration in the performance of its customer loan portfolio. This could arise as a result of a variety of factors, including changes in macroeconomic conditions (including as a result of COVID-19), the performance of specific sectors of the economy, the deterioration of the competitive position of the counterparties, the downgrading of individual counterparties, the indebtedness level of families, increases in unemployment, changes in law and the performance of the real estate market. Many of these factors could also result in a further significant reduction in the value of any security provided to the Group by its customers and/or the inability of its customers to supplement the security provided. Any significant deterioration in the performance of the Group's customer loan portfolio could result in the Group recording significant impairment charges and/or write-offs in respect of the assets, which could materially adversely affect its business and results of operations.

For example, the financial crisis in Greece that started after 2008 resulted in a significant increase in past due loans. The financial crisis also resulted in a decline in housing prices that started in 2009 and continued until the end of 2017, according to the Bank of Greece. This decline materially weakened the quality of the Group's mortgage loans and contributed to its high impairment charges in the years following 2008.

Should further recessions occur in the future, particularly if they are associated with increasing unemployment and falling property values (including as a result of COVID-19), the Group is likely to experience significant adverse consequences in respect of its customer loan portfolio.

The Group is exposed to a deterioration in its investment securities portfolio which could result in increased impairment charges and reduced profitability

The Group has a significant portfolio of investment securities, principally Greek and other government bonds, which amounted to €8.9 billion, or 13 per cent. of the Group's assets, as at 30 September 2020.

The majority of the Group's investment securities are debt securities held at fair value through other comprehensive income (**FVOCI**). These securities are fair valued at each balance sheet date and changes in their fair value are principally recorded in other comprehensive income. As a result, the Group's other comprehensive income is impacted by market volatility affecting the prices of these securities.

The Group also performs a periodic impairment analysis on its FVOCI debt securities. Any significant increase in credit risk in relation to its FVOCI debt securities, whether based on qualitative factors (such as negative macroeconomic changes) or quantitative factors, could give rise an increase in impairment charged against them, with a consequent adverse impact on the Group's results of operations. For example, following the onset of the financial crisis, the Group recorded significant impairment charges against its portfolio of investment securities.

Volatility in interest rates may negatively affect the Group's net interest income and impairment provisions for loans, and may have other adverse consequences.

The Group relies on deposits for a significant portion of its funds. Deposits represent low-cost funding for the Group due to the relatively low rates paid, in particular in relation to current accounts. The Group's overall net interest margin, which is the difference between the yield on its interest-bearing assets and the cost of its interest-bearing liabilities as a percentage of interest-bearing assets, varies according to prevailing interest rates and is a significant factor in determining the Group's profitability. Net interest margins vary according to the prevailing level of interest rates and are typically compressed in a low interest rate environment. Where net interest margins are compressed, the potential impact on the pricing of assets and liabilities may be asymmetric. Concerns relating to compressed net interest margins are especially relevant in the current financial climate, with negative rates prevailing in the Eurozone and very low rates prevailing in the US (in each case, largely as a result of the response to the COVID-19 crisis). A continued low interest rate environment may continue to put pressure on the Issuer's overall net interest margin and which may, in turn, adversely impact the amount of net interest income generated by the Group. Interest rates are highly sensitive to many factors beyond the Group's control, including monetary policies, and domestic and international economic and political conditions. Future events could change the interest rate environment in Greece or in the other markets where the Group operates.

Since the majority of the Group's loan portfolio effectively re-prices within a year, rising interest rates may, if customers cannot be refinanced in a higher interest rate environment, result in an increase in provisions for impairment on loans and advances to customers. Furthermore, an increase in interest rates may reduce the Group's clients' capacity to repay their obligations, particularly in Greece in the current economic climate.

The Group is exposed to risks faced by other financial institutions that are the Group's counterparties.

The Group routinely transacts with counterparties in the financial services industry, including brokers and dealers, commercial banks, investment banks, mutual and hedge funds, and other institutional clients. Sovereign credit pressures may weigh on other financial institutions, limiting their funding operations and weakening their capital adequacy by reducing the market value of their sovereign and other fixed income holdings. These concerns have adversely impacted, and may continue to adversely impact, inter-institutional financial transactions. The Group's exposure to counterparty risk (including netting and collateral agreements) as at 31 December 2019 stood at €1.1 billion.

Concerns about, or a default by, a financial institution could lead to significant liquidity problems and losses or defaults by other financial institutions, as the commercial and financial soundness of many financial institutions may be closely related as a result of credit, trading, clearing and other relationships. Many routine transactions into which the Group enters expose the Group to significant credit risk in the event of default by one of its financial institution counterparties. Even a perceived lack of creditworthiness of a financial institution counterparty may lead to liquidity pressures or losses. In addition, the Group's credit risk may be exacerbated when any collateral that it holds cannot be enforced or is liquidated at a loss. A default by a significant financial institution counterparty, or liquidity problems in the financial services industry in general, could potentially have a material adverse effect on the Group's business and results of operations.

Risks relating to regulation

The Group's business is subject to complex regulation, which has changed significantly since the financial crisis and is likely to continue changing, imposing a significant compliance burden on the Group and increasing the risk of non-compliance

The Group is subject to financial services laws, regulations, administrative acts and policies in each jurisdiction where it operates. Many of these regulatory requirements are new or have changed significantly since the financial crisis, and the Group expects that its regulatory environment will continue to evolve. Examples of significant regulatory change since the financial crisis include the so called EU banking package which was enacted in June 2019 by way of two directives (the Capital Requirements Directive V (or CRDV) and the Bank Recovery and Resolution Directive II (or BRRD II)) and two regulations (the Capital Requirements Regulation II (or CRR II)) and the Single Resolution Mechanism Regulation II (or SRMR II), with the objective to further reduce risk in the EU banking sector by making a number of targeted amendments to existing EU legislation that implement to a large extent the international reforms agreed by the Basel Committee on Banking Standards and the Financial Stability Board, as well as the General Data Protection Regulation and other regulatory requirements. Although, in response to the COVID-19 pandemic, targeted amendments to the EU prudential framework for banks were enacted pursuant to Regulation (EU) 2020/873 (sometimes referred to as the CRR Quick Fix), as a result of these and other ongoing and possible future changes in the financial services regulatory framework, The Issuer faces an increasing regulatory burden, and compliance with such regulations has increased and is expected to continue to increase the Group's capital requirements and compliance costs. Current and future regulatory requirements may be different or applied differently across jurisdictions, and even requirements with EEA-wide application may be applied differently in different jurisdictions.

Compliance with new requirements may also restrict certain types of transactions, affect the Group's strategy and limit or require the amendment of rates or fees that the Group charges on certain loans and other products, any of which could lower the return on the Group's investments, assets and equity. New regulatory requirements may also have indirect consequences for the global financial system, the Greek financial system or the Group's business, including increasing competition, increasing general uncertainty in the markets, or favouring or disfavouring certain lines of business. The Group cannot predict the effect of any such changes on its business and results of operations.

Greater and more complex regulatory requirements also increase the risk of non-compliance. As a result, the Group may become involved in various disputes and legal proceedings in Greece and other jurisdictions, including litigation and regulatory investigations. These disputes and legal proceedings are subject to many uncertainties, and their outcomes are often difficult to predict, particularly in the earlier stages of a case or investigation. Adverse regulatory action or adverse judgments in litigation could result in fines or in restrictions or limitations on the Group's operations, any of which could result in a material adverse effect on its reputation or financial condition. In addition, any determination by national competent authorities that the Group has not acted in compliance with applicable local laws in a particular market, or any failure to develop effective working relationships with such authorities, could have a material adverse effect not only on the Group's businesses in that market but also on its reputation generally.

The requirements of the deposit guarantee schemes applicable throughout the EU may result in additional costs for the Group

Banks within the Group are subject to a number of deposit guarantee schemes under which the member banks are responsible for funding the scheme which typically is designed to repay deposits up to a defined amount in the event that a member bank becomes insolvent.

The Issuer and the Group's banks in Bulgaria, Luxembourg and Cyprus are all subject to national schemes mandated by the 2014 EU Directive on deposit guarantee schemes, although all of these schemes are being gradually transferred to the Single Resolution Fund. In Serbia, the Group's banking subsidiary is also subject to a national scheme mandated by the Law on Deposit Insurance by which all deposits of individuals, entrepreneurs, micro entities and SMEs up to EUR 50,000 are insured by this state agency. Particularly in the event of a material bank insolvency, banks within the Group may in the future be required to increase their contributions to any relevant deposit guarantee scheme, which could adversely affect the Group's operating results.

Bank recovery and resolution procedures applicable to the Group may materially impact its business and results of operations if implemented and the Issuer could be adversely affected by its MREL Requirements

The BRRD has been implemented in Greece and the other EU countries in which the Group has banking operations. The BRRD aims to safeguard financial stability and minimise taxpayers' contributions to bail-outs or exposures relating to credit institutions and investment firms considered to be at risk of failing.

In the EU countries in which the Group has banking operations, the bank recovery and resolution legislation gives the relevant authorities tools and powers to handle crises at the earliest possible moment. These tools and powers include early intervention measures such as the removal of senior management or members of the board of the institution concerned.

Where a credit institution is determined to be failing or likely to fail and there is no reasonable prospect that any alternative solution would prevent such failure, the relevant resolution authority may take resolution action, provided that this is necessary in the public interest, which is intended to ensure the continuity of the credit institution's critical services and manage its failure in an orderly fashion. The resolution powers and tools available to the resolution authority comprise the asset separation tool, the bridge institution tool, the sale of business tool and the bail-in tool. If the Issuer experiences severe financial difficulties in the future, the application of any of the powers and tools under the banking recovery and resolution regulations applicable to it could adversely affect the composition of the Issuer's Board of Directors and management team and the Issuer's financial condition. The resolution authorities may also decide to alter the maturities of any Covered Bonds or to reduce their nominal interest rate.

Under the BRRD, as amended by Directive 2019/879 ("BRRD II"), which is yet to be transposed into Greek law, European banks will be required to maintain certain types of instruments in order to meet the minimum requirement for own funds and eligible liabilities ("MREL"). These resources should be eligible to absorb losses and/or recapitalise an institution in case of a resolution without recourse to taxpayers' money. The Single Resolution Board and the National Resolution Authority are expected to officially set a binding MREL target for the Issuer under the revised legislative framework in the first quarter of 2021 and the Issuer is expected to be required to comply with that target within a pre-determined timeframe. Given the Issuer's current credit ratings, if the MREL target is set at a high level, the Issuer would need to issue eligible liabilities available to meet the MREL Requirements (as defined in Condition 3E) at a very significant cost which could adversely affect the Issuer's operating results.

Should the Issuer fail to meet its combined buffer requirement (which will also be considered in conjunction with its MREL resources), resolution authorities have the power to prohibit certain distributions. The relevant authority may also exercise its supervisory powers under Article 104 of CRD IV in case of a breach by the Issuer of its MREL. As a result, the powers set out in the BRRD and the application of the MREL Requirements may impact the management of the Issuer as well as, in certain circumstances, the rights of creditors, including holders of Covered Bonds issued under the Programme.

The Group may not be allowed to continue to recognise the main part of deferred tax assets under IFRS as regulatory capital, which may have an adverse effect on its operating results and financial condition

The Group currently includes deferred tax assets (**DTAs**), calculated in accordance with IFRS, in calculating its capital and capital adequacy ratios. As at 30 September 2020, the Group DTAs were €4.7 billion. As at 31 December 2019, the Group DTAs were €4.8 billion.

Under applicable capital requirements regulations, the Group is required to deduct certain DTAs from its Common Equity Tier 1 (**CET1**) capital. The amount of this deduction increases until it is fully applied in 2024. This deduction had a significant impact on Greek credit institutions, including the Issuer, when it was introduced in 2013. Since then, new Greek legislation has been introduced that permits Greek credit institutions to convert certain DTAs into a deferred tax credit (**DTC**) against the Hellenic Republic. As at 30 September 2020, the Group's eligible DTAs were €3.7 billion (31 December 2019: €3.8 billion).

In April 2015, the European Commission announced that it had sent requests for information to Spain, Italy, Portugal and Greece regarding their treatment of deferred tax credits for financial institutions under national law. Even though the European Commission has not yet launched a formal investigation, there can be no guarantee that the tax credit provisions described above will not be challenged by the European Commission as illegal state aid. If such a challenge was successfully made, Greek credit institutions would ultimately not be allowed to maintain certain DTCs as regulatory capital. Given that as at 30 September 2020, 67.0 per cent. of the Group's CET1 capital was comprised of DTCs, this could have a material adverse effect on the Group's capital base and consequently its capital ratios.

In addition, any adverse change in the regulations governing the use of DTCs as part of the Group's regulatory capital could also affect the Group's capital base and capital ratios. If any of the above risks materialise, this could have a material adverse effect on the Group's ability to maintain sufficient regulatory capital, which may in turn require the Group to issue additional instruments qualifying as regulatory capital, to liquidate assets, to curtail business or to take any other actions, any of which may have a material adverse effect on the Group's operating results, financial condition and prospects.

Other risks

The HFSF may exercise influence over Eurobank Holdings and the Issuer

Eurobank Holdings, the Issuer and the Hellenic Financial Stability Fund (the **HFSF**) are parties to a tripartite relationship framework agreement which determines the relationship between them. See "*Regulation and Supervision of Banks in the Hellenic Republic —The Tripartite Relationship Framework Agreement*".

Under the terms of the Tripartite Agreement (as defined herein), Eurobank Holdings and the Issuer must obtain the consent of the HFSF in relation to the Group's risk and capital strategy and its policy and governance regarding the management of its arrears and non-performing loans. As a result, although the HFSF has made certain commitments in the Tripartite Agreement to respect Eurobank Holdings' and the Issuer's business autonomy and independence in decision-making, there remains a risk that the HFSF may exercise its veto rights, particularly in relation to the payment of dividends and capital increases, to exert influence over Eurobank Holdings and the Issuer and may disagree with certain decisions of Eurobank Holdings and the Issuer, which may ultimately limit the operational flexibility of the Group.

Further, the HFSF also has interests in other Greek financial institutions and an interest in the health of the Greek banking industry, and those interests may not always be aligned with the interests of the Group or securities issued under the Programme.

If the Group's reputation is damaged, this would affect its image and customer relations, and could adversely affect the Group's business, financial condition, operating results and prospects

Reputational risk is inherent to the Group's business activity. Negative public opinion towards the Group or the financial services sector as a whole could result from real or perceived practices in the banking sector in general, such as money laundering, negligence during the provision of financial products or services, or even from the way that the Group (or one of its competitors) conducts, or is perceived to conduct, its business.

Negative publicity and negative public opinion could adversely affect the Group's ability to maintain and attract customers, in particular, institutional and retail depositors, which could adversely affect the Group's business and results of operations and, in extreme cases, could lead to an accelerated outflow of funds from customer deposits, which could result in the Group or another member of the Group being unable to continue operating without additional funding support, which it may not be able to secure.

As a systemically important bank in Greece, Cyprus and Bulgaria, the impact of this risk on the Group is likely to be more severe should it materialise.

The Group's operational systems and networks are exposed to significant cyber security and other risks

Certain of the Group's operations, including those outsourced to third parties, rely on the secure processing, storage and transmission of confidential and other information. The Group keeps an extensive amount of personal and other customer-specific information for its retail, corporate and governmental customers, and must accurately and securely record, process and reflect their extensive account transactions. The proper functioning of the Group's payment systems, financial and sanctions controls, risk management, credit analysis and reporting, accounting, customer service and other information technology systems, as well as the communication networks between its branches and main data processing centres, are critical to the Group's operations.

The threat to the security of the Group's information held on customers from cyber attacks continues to increase. Activists, rogue states and cyber criminals are among those targeting computer systems. Risks to technology and cyber-security change rapidly and require continued focus and investment. Given the increasing sophistication and scope of potential cyber attacks, it is possible that future attacks may lead to significant breaches of security. Any such breaches may expose the Group to significant legal as well as reputational harm, which could have a material adverse effect on its business and results of operations. The Group's computer systems, software and networks are also exposed to technological failure or other threats including, but not limited to, unauthorised access, intentional or inadvertent loss or destruction of data (including confidential customer information), computer viruses or other malicious code, natural disasters and other events.

If one or more of these events occurs, it could result in the disclosure of confidential customer or corporate information, and disruptions or malfunctions in the operations of the Group, its customers or other third parties. The Group may be required to spend significant additional resources to modify its protective measures or to investigate and remediate vulnerabilities or other exposures. It may also be subject to litigation, regulatory penalties and financial losses as well as reputation risks.

The Group is exposed to the risk of fraud and illegal activities

The Group's businesses are dependent on their ability to process and report accurately and efficiently a high volume of complex transactions across numerous and diverse products and services, in different currencies and subject to a number of different legal and regulatory regimes. Operational risks are present in the Group's businesses, through inadequate or defective internal processes (including financial reporting and risk monitoring processes) or from people-related events (including the risk of fraud and other criminal acts carried out against the Group, errors by employees, violations of internal instructions and policies and failure to document transactions properly or obtain proper authorisation) or external events (including natural disasters or the failure of external systems). There can be no assurance that the risk controls, loss mitigation and other internal controls or actions in place within the Group will be effective in controlling each of the operational risks faced by it. Any weakness in these controls or actions could result in a material adverse impact on the Group's business and results of operations, and could result in reputational damage.

The Group is also subject to rules and regulations related to money laundering and terrorist financing. Compliance with anti-money laundering and anti-terrorist financing rules entails significant cost and effort. Non-compliance with these rules may have serious consequences, including adverse legal and reputational consequences. The Group may not be able to comply at all times with all rules applicable to money laundering and terrorist financing, particularly in countries such as Serbia which are perceived to be higher risk in this regard. Any violation, or even any suspicion of a violation, of these rules may have serious legal, financial and reputational consequences, which could have a material adverse effect on the Group's business and results of operations.

The Group's guidelines and policies for risk management may prove inadequate for the risks faced by its businesses

The management of business, regulatory and legal risks requires guidelines and policies for the accurate identification and control of a large number of transactions and events. Such guidelines and policies may not always be adequate. Some of the measures taken by the Group to manage various risks are to enter into hedging transactions to manage market risks, to issue credit risk limits for each counterparty to which the Group is exposed in its lending business, to have sufficient security for credits provided, and to do customary due diligence to manage legal risks. Some of these and other methods used by the Group to manage, estimate and measure risk, such as value-at-risk (**VaR**) analyses, are based on historic market behaviour. The methods may therefore prove to be inadequate for predicting future risk exposure, which may prove to be significantly greater than what is suggested by historic experience or may not reflect political risks and geopolitical developments. Historical data may also not adequately allow prediction of circumstances arising due to government interventions and stimulus packages, which increase the difficulty of evaluating risks.

Other methods for risk management are based on evaluation of information regarding markets, customers or other information that is publicly known or otherwise available to the Group. Such information may not always be correct, updated or correctly evaluated.

In addition, the Group's hedging strategies may not always prove to be effective. Where a hedging strategy is based on historical trading patterns and correlations, unexpected market developments may adversely affect the effectiveness of the strategy. In addition, the Group does not economically hedge all of its risk exposure in all market environments or against all types of risk. The Group is also exposed to certain types of risk including foreign currency risk where currency derivatives against other currencies may be unavailable. Even when the Group is able to hedge certain of its risk exposures, the methodology by which certain risks are economically hedged may not qualify for hedge accounting, in which case changes in the fair value of such instruments are recognised immediately in the income statement, which may result in additional volatility in the Group's income statement.

The Group's financial risk management strategy is described in note 5.2 to the 2019 Consolidated Financial Statements.

Factors that may affect the Issuer's ability to fulfil its obligations under Covered Bonds issued under the Programme

The Covered Bonds will be obligations of the Issuer only

The Covered Bonds will be solely obligations of the Issuer and will not be obligations of or guaranteed by the Trustee, the Asset Monitor, the Account Bank, the Agents, the Hedging Counterparties, the Arranger, the Dealer(s) or the Listing Agent (as defined below). No liability whatsoever in respect of any failure by the Issuer to pay any amount due under the Covered Bonds shall be accepted by any of the Arranger, the Dealer(s), the Hedging Counterparties, the Trustee, the Asset Monitor, the Agents, the Account Bank, the Listing Agent or any company in the same group of companies as such entities or any other party to the transaction documents relating to the Programme.

Maintenance of the Cover Pool

Pursuant to the Greek Covered Bond Legislation, the Cover Pool is subject to a number of Statutory Tests set out in the Secondary Covered Bond Legislation. Failure of the Issuer to take immediate remedial action to cure any one of these tests will result in the Issuer not being able to issue further Covered Bonds and any failure to satisfy the Statutory Tests may have an adverse effect on the ability of the Issuer to meet its payment obligations in respect of the Covered Bonds.

Pursuant to the Servicing and Cash Management Deed after the occurrence of an Issuer Event the Cover Pool is subject to an Amortisation Test. The Amortisation Test is intended to ensure that the Cover Pool Assets are sufficient to meet the obligations under all Covered Bonds outstanding together with senior expenses that rank in priority to or *pari passu* with amounts due on the Covered Bonds. Failure to satisfy the Amortisation Test on any Calculation Date following an Issuer Event will constitute an Event of Default, thereby entitling the Trustee to accelerate the Covered Bonds subject to and in accordance with the Conditions and the Trust Deed.

Factors that may affect the realisable value of the Cover Pool or any part thereof

The realisable value of each loan (a **Loan**) and any mortgages, mortgage pre-notations, guarantees or indemnity payments which may be granted or due in connection therewith (the **Related Security**) comprised in the Cover Pool may be reduced by:

(a) default by borrowers (each borrower being, in respect of a Loan Asset, the individual specified as such in the relevant mortgage terms together with each individual (if any) who assumes from time to time an obligation to repay such Loan Asset (the **Borrower**)) in payment of amounts due on their Loans;

(b) changes to the lending criteria of the Issuer;

(c) deteriorating asset valuations resulting from market conditions; and

(d) possible regulatory changes by the regulatory authorities.

However, it should be noted that the Statutory Tests, the Amortisation Test and the Individual Eligibility Criteria are intended to ensure that there will be an adequate amount of Loan Assets in the Cover Pool to enable the Issuer to repay the Covered Bonds following service of a Notice of Default and accordingly it is expected (but there is no assurance) that the Loan Assets could be realised for sufficient value to enable the Issuer to meet its obligations under the Covered Bonds.

Default by Borrowers in paying amounts due on their Loans

Borrowers may default on their obligations under the Loans in the Cover Pool. Defaults may occur for a variety of reasons. The Loans are affected by credit, liquidity and interest rate risks. Various factors influence mortgage delinquency rates, prepayment rates, repossession frequency and the ultimate payment of interest and principal, such as changes in the national or international economic climate, regional economic or housing conditions, changes in tax laws, interest rates, inflation, the availability of financing, yields on alternative investments, political developments and government policies and the impact of the coronavirus global pandemic 2019 (**COVID-19**) See – "*Economic and political risks – The Group's business is significantly affected by macroeconomic and financial developments particularly in Greece*). Other factors in Borrowers' individual, personal or financial circumstances may affect the ability of Borrowers to repay the Loans. Loss of earnings, illness, divorce and other similar factors may lead to an increase in delinquencies by and bankruptcies of Borrowers, and could ultimately have an adverse impact on the ability of Borrowers to repay the Loans. In addition, the ability of a Borrower to sell a property given as security for a Loan at a price sufficient to repay the amounts outstanding under that Loan will depend upon a number of factors, including the availability of buyers for that property, the value of that property and property values in general at the time.

Changes to the Lending Criteria of the Issuer

Each of the Loans originated by the Issuer will have been originated in accordance with its Lending Criteria at the time of origination. The Lending Criteria of the Issuer also includes the Lending Criteria applied by Proton Bank and New Postbank (which merged with the Issuer in November and December 2013 respectively). It is expected that the Issuer's Lending Criteria will generally consider, *inter alia*, type of property, term of loan, age of applicant, the loan-to-value ratio, status of applicant and credit history. The Issuer retains the right to revise its Lending Criteria from time to time but would do so only to the extent that such a change would be acceptable to a reasonable, prudent mortgage lender. If the Lending Criteria change in a manner that affects the creditworthiness of the Loans, that may lead to increased defaults by Borrowers and may affect the realisable value of the Cover Pool, or part thereof, and the ability of the Issuer to make payments under the Covered Bonds.

Deteriorating asset valuations resulting from market conditions

A decline in the value of the real estate securing the Loans under the Cover Pool may result from a further deterioration of financial conditions in Greece, regional housing conditions, changes in property tax laws, and government policies and the impact on COVID-19 on the Greek economy (*see "Economic and political risks – The Group's business is significantly affected by macroeconomic and financial developments, particularly in Greece"* below*)*. This value may be materially different from the fair value determined at the time of loan origination, which could adversely affect the realizable Cover Pool value and the Issuer's ability to meet its obligations under the Covered Bonds.

However, it should be noted that prior rapid decreases in market values from the prolonged economic recession have already been reflected in real estate re-valuations, and further decreases are expected to follow at a much slower pace.

Additionally, the risks associated with deterioration of market values are further mitigated, to an extent, by the method of calculation of the aggregate Outstanding Principal Balance of all Loans in the Cover Pool as provided in the Statutory Tests.

Risks relating to Pre-Approved Loans

After the conversion of loans granted from the former "New TT Hellenic Postbank S.A." into the core Eurobank systems in April 2014, the Issuer acquired the total mortgage portfolio of the former NTT, along with the special category "old type mortgage loans" (the **Pre-Approved Loans**).

This special programme of Pre-Approved Loans was offered from the former NTT with the following main product characteristics. The mortgage loans were targeted specifically to employees (and pensioners) of the Greek State and Companies/Institutions of the broader public sector, cooperating with the Issuer. They were offered to employees requesting a mortgage loan (for purchase/construction/repair of residential property), due to the stability of the source of income (public sector employees) and the way the loan was repaid (instalments withheld directly through monthly payroll). Thus, the key competitive advantage of this type of mortgage loan is its repayment method (through payroll). The loan instalments are not paid directly by the Borrower, but are requested from the Issuer by the Company/Institution in which the customer is employed. Although the vast majority of this portfolio is currently serviced through monthly payroll, a small percentage of such loans no longer operate under the above facility and are serviced like any other ordinary mortgage loan (paid directly by the debtor). Historically, pre-approved loans perform better than ordinary mortgage loans, as each month instalments are withdrawn directly through the Borrower's payroll.

However, Borrowers are still liable to repay the full amount of the instalment due under the relevant Loan. If the Company/Institution fails to pay the instalment, then the Borrower may be unable to meet payments due under their Loan agreement. If the Borrower fails to pay the full amount under its Loan, the Issuer may be unable to satisfy its obligations under the Covered Bonds.

Risks relating to Loans denominated in a currency other than euro

CHF Loans are included in the Cover Pool. If an FX Swap has been put in place, amounts received by the Issuer in Swiss Francs in respect of such CHF Loans will be paid to the FX Swap Provider (with the exception of such CHF amounts which are used to make payments under any CHF denominated Covered Bonds or other liabilities secured by the Cover Pool and denominated in CHF, outstanding from time to time). Amounts received by the Issuer from the FX Swap Provider will be paid into the EUR Transaction Account prior to an Issuer Event and will form part of the Covered Bonds Available Funds and be applied by the Issuer in accordance with the applicable Priorities of Payments following an Issuer Event. The risks associated with CHF Loans are mitigated to an extent by limiting the aggregate Outstanding Principal Balance of all CHF Loans in the Cover Pool to 20 per cent of the aggregate Outstanding Principal Balance of all Loans comprising the Cover Pool.

Risks relating to Subsidised Loans

In the Hellenic Republic, subsidies are available to borrowers in respect of interest payments made under residential mortgage loans. The availability and amount of a subsidy is determined by reference to the financial and social circumstances of a borrower and is made available from the Greek State and/or the Greek Workers Housing Association (**OEK**). In accordance with article 35 of Greek law 4144/2013 (GG A' 88/18.4.2013), the Manpower Employment Organisation (**OAED**) became successor of both the **OEK** and the Greek Workers Housing Organisation (**OEE**) and acquired every right and obligation thereof. As of 14 February 2012, OEK and OEE ceased to exist pursuant to article 1 paragraph 6 of Greek law 4046/2012. Assets, liabilities and any kind of pending cases since the entry into force of Greek law 4144/2013 were transferred from those legal persons to OAED.

Regarding loans, in respect of which exclusively OEK made payment of the subsidised interest amount, OAED shall continue the payments thereof (as a universal successor of OEK). The Greek State, the OEK and any other applicable Greek State owned entity's subsidy payments will be part of the Cover Pool in accordance with Article 152 of Greek Law 4261/2014 along with the other receivables under the loan agreements.

The Issuer receives the subsidised component of interest due under some of the Subsidised Loans from the OAED, the Greek State or any other applicable Greek State owned entity. OAED maintains a savings bank account at Eurobank (the **OAED Savings Account**) and the Servicer will be authorised to deduct the amount of the subsidy related to the relevant Subsidised Loan from this account and then transfer such amounts to the Collection Account or, following an Issuer Event, to the Transaction Account according to the terms of the Servicing and Cash Management Deed. On the other hand, until such withdrawal from the OAED Savings Account by the Servicer, OAED remains liable to the Issuer for the relevant subsidy. If the OAED Savings Account balance for any given month has not been sufficiently replenished by the OAED in advance of the next month's automated deduction of the subsidy amounts, the remaining balance owing to Eurobank and to be transferred by the Servicer into the Collection Account or, following an Issuer Event, the Transaction Account will be deducted once additional funds have been deposited by the OAED.

The Greek State will make payments of the subsidised interest amounts to Eurobank into an account maintained at Eurobank (the **Eurobank Bank of Greece Account**) and then the Servicer shall be authorised to transfer such amounts to the Collection Account or, following an Issuer Event, to the Transaction Account according to the terms of the Servicing and Cash Management Deed. The Servicer will notify the Greek State of the subsidised interest amounts that are payable by it and will undertake to take any action necessary to ensure that the Greek State makes payment of the relevant subsidised interest amounts.

In respect of any other subsidies provided by a Greek State owned entity, the amounts paid by way of subsidy will be transferred by the Servicer into the Collection Account or, following an Issuer Event, to the Transaction Account in accordance with the standard procedures applicable to such entity and the Servicer shall notify the relevant state subsidised entity of the amount of any such subsidy due as soon as possible.

Historically, subsidised loans perform better than non-subsidised loans, as the Greek State or the OEK and its successor OAED (as appropriate) is required to make payments of the subsidised interest amounts. However, Borrowers are liable to repay the full amount of interest due under the relevant Loan. If the Greek State and/or OAED fails to pay any subsidised interest amounts then the Borrower may be unable to meet payments due under their Loan. If the Borrower fails to pay the full amount under its Loan, the Issuer may be unable to satisfy its obligations under the Covered Bonds.

By virtue of article 55 of Greek Law 4305/2014 the Borrower may file a petition for the extension of its OAED Subsidised Loans provided that at the date of such petition the amount of any due payments that remain unpaid does not exceed the aggregate of six monthly instalments. The period set by the abovementioned provision for the filing of such petition was within six months from the publication of Greek Law 4305/2014 which took effect on 31 October 2014 but such period was extended until 31 December 2015 by virtue of the joint ministerial decision of the Minister of Finance, Infrastructure, Development and Tourism and the Minister of Labour Social Security and Social Solidarity under number 19068/819/4-5-2015 and then further extended until 31 December 2016 by virtue of the joint ministerial decision of the Minister of Finance, Development and Tourism and the Minister of Labour, Social Security and Social Solidarity under number 21559/732/2016. Also, ministerial decision of the Minister of Labour, Social Security and Social Solidarity under number 52246/3173/26/1/2018 allowed eligible borrowers of loans funded by own funds of OEK to restructure such loans and specifically to restructure the amount of the loan, the repayment of capital, interest on capital, capitalised interest, default interest and the term of the loan and was recently amended by ministerial decision number 34920/1896/04-09-2020 to provide for the extension of the petition until 31 December 2020. Therefore, the said law, as amended per above, may have an adverse effect on the timing of the amount of collections under the loans granted to the Borrowers that make use of its provisions.

The OAED pays subsidised interest amounts under the relevant Subsidised Loans on a monthly basis and up to two months in arrears and the Greek State pays subsidised interest amounts under the relevant Subsidised Loans every six months in arrears. Accordingly, the Issuer will not receive the portion of the interest that is subsidised by the OAED and the Greek State in respect of such Subsidised Loan at the same time as the unsubsidised portion of interest paid by the Borrower. In addition, a Greek State owned entity may not pay the subsidy at the same time as unsubsidised amounts are paid by the Borrower.

Under Greek law, the Greek State and OAED will not benefit from sovereign immunity in respect of their obligations. Investors should also note that enforcement of judgments against the Greek State or the OAED may be subject to limitations.

Any changes in Greek law or the administrative practice of the Greek State or the OAED which affect the timing and amount of subsidised interest payable could result in an adverse effect on the ability of the Issuer to make payments in respect of the Notes.

Borrower inability to repay due to CHF/EUR exchange rate fluctuations

Borrowers of Loans denominated in Swiss Francs (the **CHF Loans**) choosing to pay their Loans in EUR without CHF Collar Protection (as defined below) may become unable to repay the loans in the event of wide fluctuations in CHF/EUR currency exchange rates and as a result may default. As a result of such defaults, the Issuer may not receive payments it would otherwise be entitled to from such Borrowers. If there are insufficient funds available as a result of such defaults, then the Issuer may not be able, after making the payments to be made in priority thereto, to pay, in full or at all, amounts of interest and principal due to holders of the Covered Bonds. In this situation, there may not be sufficient funds to redeem the Covered Bonds on or prior to the Final Maturity Date. The risk is mitigated to an extent by:

(i) some Borrowers of CHF Loans electing from time to time, for a fee, to purchase an optional three-year FX payment protection plan against FX volatility of +/- 5 (or +3/-7) per cent from the initial CHF/EUR exchange rate (the **CHF Collar Protection**). This provides for three years' protection, based upon the exchange rate prevailing when the Borrower of the CHF Loans entered into the CHF Collar Protection. The Borrower of the CHF Loans remains fully exposed to the currency risk for the Outstanding Principal Balance of the CHF Loans at the end of the CHF Collar Protection programme. The Borrower of the CHF Loans can enter into successive protection plans at any time, but only at the then prevailing CHF/EUR exchange rate; and

(ii) limiting the aggregate Outstanding Principal Balance of all CHF Loans in the Cover Pool to 20 per cent of the aggregate Outstanding Principal Balance of all Loans comprising the Cover Pool. See "*Eurobank S.A. – Legal Matters*".

Sale of Loans and their Related Security following the occurrence of an Issuer Event

Following the occurrence of an Issuer Event, the Servicer, or any person appointed by the Servicer, will be obliged to try to sell in whole or in part the Loan Assets in accordance with the Servicing and Cash Management Deed. The proceeds from any such sale will be credited to the Transaction Account and applied in accordance with the Priority of Payments. There is no guarantee that the Servicer will be able to sell in whole or in part the Loan Assets as the Servicer may not be able to find a buyer at the time it is obliged to sell or sell for a price that would enable all amounts to be paid in full under the Covered Bonds.

The Issuer will have the right to prevent the sale of a Loan Asset to third parties by removing the Loan Asset made subject to sale from the Cover Pool and transferring within ten Athens Business Days from the receipt of the offer letter, to the Transaction Account, an amount equal to the price set forth in such offer letter, subject to the provision of a solvency certificate.

No representations or warranties to be given by the Servicer if Loan Assets are to be sold

Following an Issuer Event, the Servicer will be obliged to sell Loan Assets to third party purchasers (subject in certain circumstances to a right of pre-emption in favour of the Issuer) pursuant to the terms of the Servicing and Cash Management Deed. In respect of any sale of Loan Assets to third parties, however, the Servicer will not be permitted to give representations and warranties or indemnities in respect of those Loan Assets. There is no assurance that the Issuer would give any representations and warranties or indemnities in respect of the Loan Assets. Any representations and warranties previously given by the Issuer in respect of the Loan Assets in the Cover Pool may not have value for a third party purchaser if the Issuer is then insolvent. Accordingly, there is a risk that the realisable value of the Loan Assets could be adversely affected by the lack of representations and warranties or indemnities. See "*Description of the Transaction Documents – Servicing and Cash Management Deed*".

Reliance on Hedging Counterparties

To provide a hedge against possible variances in the rates of interest payable on the Loans in the Cover Pool (which may, for instance, include discounted rates of interest, fixed rates of interest or rates of interest which track a base rate and other variable rates of interest), the Issuer may enter into an Interest Rate Swap with the Interest Rate Swap Provider in respect of each Series of Covered Bonds under the Interest Rate Swap Agreement. Where the Cover Pool contains CHF Loans, the Issuer may enter into one or more FX Swaps under the FX Swap Agreement in respect of such loans to provide a currency hedge against the amounts received on such loans and the euro payments to be made by the Issuer under the Interest Rate Swap.

In addition, to provide a hedge against interest rate, currency and/or other risks in respect of amounts received by the Issuer under the Loans in the Cover Pool and the Interest Rate Swaps and amounts payable by the Issuer under the Covered Bonds and amounts payable by the Issuer under the Covered Bonds, the Issuer may enter into a Covered Bond Swap with a Covered Bond Swap Provider in respect of a Series of Covered Bonds under the Covered Bond Swap Agreement.

If the Issuer fails to make timely payments of amounts due under any Hedging Agreement, then it will have defaulted under that Hedging Agreement. A Hedging Counterparty is only obliged to make payments to the Issuer as long as the Issuer complies with its payment obligations under the relevant Hedging Agreement. If the Hedging Counterparty is not obliged to make payments or if it defaults on its obligations to make payments of amounts in the relevant currency equal to the full amount to be paid to the Issuer on the due date for payment under the relevant Hedging Agreement, the Issuer will be exposed to any changes in the relevant currency exchange rates to Euro and to any changes in the relevant rates of interest. Unless a replacement swap is entered into, the Issuer may have insufficient funds to make payments under the Covered Bonds.

If a Hedging Agreement terminates, then the Issuer (or the Servicer on its behalf) may be obliged to make a termination payment to the relevant Hedging Counterparty. There can be no assurance that the Issuer (or the Servicer on its behalf) will have sufficient funds available to make a termination payment under the relevant Hedging Agreement, nor can there be any assurance that the Issuer will be able to enter into a replacement swap agreement, or if one is entered into, that the credit rating of the replacement swap counterparty will be sufficiently high to prevent a downgrade of the then current ratings of the Covered Bonds by the Rating Agencies.

If the Issuer is obliged to pay a termination payment under any Hedging Agreement, such termination payment will rank *pari passu* with amounts due on the Covered Bonds (in respect of the Covered Bond Swaps and Interest Rate Swaps), except where default by, or downgrade of, the relevant Hedging Counterparty has caused the relevant Swap Agreement to terminate.

Conflicts of Interest

Certain parties to this Programme act in more than one capacity. The fact that these entities fulfil more than one role could lead to a conflict between the rights and obligations of these entities in one capacity and the rights and obligations of these entities in another capacity. In addition, this could also lead to a conflict between the interests of these entities and the interests of the Covered Bondholders. Any such conflict may adversely affect the ability of the Issuer to make payments of principal and/or interest in respect of the Covered Bonds.

Differences in timings of obligations of the Issuer and the Covered Bond Swap Provider under the Covered Bond Swaps

With respect to each of the Covered Bond Swaps, the Issuer (or the Servicer on its behalf) will, periodically, pay or provide for payment of an amount to each corresponding Covered Bond Swap Provider based on the relevant rate for deposits for the agreed period. The Covered Bond Swap Provider may not be obliged to make corresponding swap payments to the Issuer under a Covered Bond Swap until amounts are due and payable by the Issuer under the Covered Bonds. If a Covered Bond Swap Provider does not meet its payment obligations to the Issuer under the relevant Covered Bond Swap Agreement or such Covered Bond Swap Provider does not make a termination payment that has become due from it to the Issuer under the Covered Bond Swap Agreement, the Issuer may have a larger shortfall in funds with which to make payments under the Covered Bonds than if the Covered Bond Swap Provider's payment obligations coincided with the Issuer's payment obligations under the Covered Bond Swap. Hence, the difference in timing between the obligations of the Issuer and the obligations of the Covered Bond Swap Providers under the Covered Bond Swaps may affect the Issuer's ability to make payments with respect to the Covered Bonds. A Covered Bond Swap Provider may be required, pursuant to the terms of the relevant Covered Bond Swap Agreement, to post collateral with the Issuer if the relevant rating of the Covered Bond Swap Provider is downgraded by a Rating Agency below the rating specified in the relevant Covered Bond Swap Agreement.

Change of counterparties

The parties to the Transaction Documents who receive and hold moneys pursuant to the terms of such documents (such as the Account Bank) are required to satisfy certain criteria in order that they can continue to receive and hold moneys.

These criteria include requirements in relation to the short-term, unguaranteed and unsecured credit ratings ascribed to such party by the Rating Agency. If the party concerned ceases to satisfy the applicable criteria, as set out in the relevant Transaction Document then the rights and obligations of that party (including the right or obligation to receive moneys on behalf of the Issuer) may be required to be transferred to another entity which does satisfy the applicable criteria. In these circumstances, the terms agreed with the replacement entity may not be as favourable as those agreed with the original party pursuant to the relevant Transaction Document.

In addition, should the applicable criteria cease to be satisfied, then the parties to the relevant Transaction Document may agree to amend or waive certain of the terms of such document, including the applicable criteria, in order to avoid the need for a replacement entity to be appointed. The consent of Covered Bondholders may not be required in relation to such amendments and/or waivers.

Factors which are material for the purpose of assessing the market risks associated with Covered Bonds issued under the Programme

The Covered Bonds may not be a suitable investment for all investors

Each potential investor in the Covered Bonds must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

(i) have sufficient knowledge and experience to make a meaningful evaluation of the Covered Bonds, the merits and risks of investing in the Covered Bonds and the information contained or incorporated by reference in this Base Prospectus and any applicable supplement and/or Final Terms;

(ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Covered Bonds and the impact the Covered Bonds will have on its overall investment portfolio;

(iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Covered Bonds, including Covered Bonds with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;

(iv) understand thoroughly the terms of the Covered Bonds and be familiar with the behaviour of any relevant indices and financial markets; and

(v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Covered Bonds are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Covered Bonds which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Covered Bonds will perform under changing conditions, the resulting effects on the value of the Covered Bonds and the impact this investment will have on the potential investor's overall investment portfolio.

Risks related to the Covered Bonds

Extendable obligations under the Covered Bonds

Unless previously redeemed as provided in the Conditions, the Covered Bonds of each Series will be redeemed at their Principal Amount Outstanding on the relevant Final Maturity Date. If the Covered Bonds are not redeemed in full at 100 per cent of the nominal amount of the Covered Bonds on the relevant Final Maturity Date or (as described below) where the Covered Bonds are subject to an Extended Final Maturity Date, on the relevant Extended Final Maturity Date, then the Trustee shall serve a Notice of Default on the Issuer pursuant to the Conditions. Following the service of a Notice of Default: (a) any Covered Bond which has not been redeemed on or prior to its Final Maturity Date or, as applicable, Extended Final Maturity Date shall remain outstanding at its Principal Amount Outstanding, until the date on which such Covered Bond is cancelled or redeemed; and (b) interest shall continue to accrue on any Covered Bond which has not been redeemed on its Final Maturity Date or, as applicable, Extended Final Maturity Date and any payments of interest or principal in respect of such Covered Bond shall be made in accordance with the relevant Priority of Payments until the date on which such Covered Bond is cancelled or redeemed.

The applicable Final Terms may provide that the Issuer's obligations under the relevant Covered Bonds to pay the Principal Amount Outstanding on the relevant Final Maturity Date may be deferred past the Final Maturity Date until the Extended Final Maturity Date (as specified in the Final Terms) (such date the **Extended Final Maturity Date**). In such case, such deferral will occur automatically if the Issuer fails to pay any amount representing 100 per cent of the nominal amount of the Covered Bonds on the Final Maturity Date, subject to any purchase and cancellation or early redemption thereof (the **Final Redemption Amount**) in respect of the relevant Series of Covered Bonds on their Final Maturity Date provided that, any amount representing the Final Redemption Amount due and remaining unpaid on the Final Maturity Date may be paid by the Issuer on any Interest Payment Date thereafter up to (and including) the relevant Extended Final Maturity Date. Interest will continue to accrue and be payable on any unpaid amounts on each Interest Payment Date up to the Extended Final Maturity Date in accordance with the Conditions and the Issuer (or the Servicer on its behalf) will make payments on each relevant Interest Payment Date and Extended Final Maturity Date.

Appointment of a replacement Servicer

In the event of insolvency of the Issuer, the Greek Covered Bond Legislation (in conjunction with certain Greek insolvency law provisions) provides that the Cover Pool will at all times remain segregated from the insolvency estate of the Issuer until payment of all amounts due to the Covered Bondholders have been made in full. To ensure continuation of the servicing of the Cover Pool in the event of insolvency of the Issuer (acting as Servicer), the Greek Covered Bond Legislation provides that the Transaction Documents may provide for the substitution of the Servicer upon the insolvency of the Issuer.

In the event that no substitute servicer is appointed pursuant to the Transaction Documents continuation of the servicing is ensured as follows. In the event of the Issuer's insolvency under Greek Law 4261/2014, including the appointment of an administrator (Epitropos) pursuant to article 137 of Greek Law 4261/2014, the order for the implementation of any other resolution measure pursuant to article 32 of article 2 of Greek law 4335/2015 or the placing of the Issuer under special liquidation pursuant to article 145 of Greek Law 4261/2014, the Bank of Greece may appoint a servicer. Any such person appointed shall be obliged to service the Cover Pool in accordance with the terms of the Servicing and Cash Management Deed. Such replacement might not be made immediately upon the Issuer's insolvency.

There can be no assurance that replacement of the Issuer as Servicer (or any delay in making such replacement) would not cause delays in payment on the Covered Bonds and Covered Bondholders might suffer loss as a result. See also "*Insolvency of the Issuer*" below.

Limited description of the Cover Pool

Covered Bondholders will not receive detailed statistics or information in relation to the Loan Assets in the Cover Pool, because it is expected that the constitution of the Cover Pool will frequently change due to, for instance:

(i) the Issuer assigning Additional Cover Pool Assets to the Cover Pool; and

(ii) the Issuer removing Cover Pool Assets from the Cover Pool or substituting existing Cover Pool Assets in the Cover Pool with Additional Cover Pool Assets.

There is no assurance that the characteristics of the Loan Assets assigned to the Cover Pool will be the same as those Loan Assets in the Cover Pool as at that date. However, each Loan Asset will be required to meet the Individual Eligibility Criteria and be subject to the representations and warranties set out in the Servicing and Cash Management Deed. In addition, the Nominal Value Test is intended to ensure that the Principal Amount Outstanding of all Series of Covered Bonds, together with all accrued interest thereon, is not greater than 93 per cent of the Nominal Value of the Cover Pool for so long as Covered Bonds remain outstanding (although there is no assurance that it will be so) and the Asset Monitor will provide an annual agreed upon procedures report on the required tests by the Bank of Greece (including Nominal Value Test) where exceptions, if any, will be noted.

No due diligence on the Cover Pool

None of the Arrangers nor the Dealers have or will undertake any investigations, searches or other actions in respect of any assets contained or to be contained in the Cover Pool but will instead rely on the representations and warranties provided by the Issuer in the Programme Agreement.

Ratings of the Covered Bonds

The credit ratings assigned to the Covered Bonds address:

(i) the probability of default and loss given default; and

(ii) the likelihood of ultimate payment of principal in relation to Covered Bonds on the Final Maturity Date thereof.

The expected credit ratings of the Covered Bonds are set out in the relevant Final Terms for each Series of Covered Bonds. The Rating Agency may lower its rating or withdraw its rating if, in the sole judgment of the Rating Agency, the credit quality of the Covered Bonds has declined or is in question. If any credit rating assigned to the Covered Bonds is lowered or withdrawn, the market value of the Covered Bonds may reduce. A security rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time.

In general, European regulated investors are restricted under Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**) from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the European Union (**EU**) and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). The list of registered and certified rating agencies published by the European Securities and Markets Authority (**ESMA**) on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list. Certain information with respect to the credit rating agencies and ratings is set out on the cover page of this Base Prospectus.

Rating Agency Confirmation in respect of Covered Bonds

The terms of certain of the Transaction Documents provide that, in certain circumstances, the Issuer must, and the Trustee may, obtain confirmation from the Rating Agency that any particular action proposed to be taken by the Issuer, the Servicer or the Trustee will not adversely affect or cause to be withdrawn the then current ratings of the Covered Bonds (a **Rating Agency Confirmation**).

By acquiring the Covered Bonds, investors will be deemed to have acknowledged and agreed that, notwithstanding the foregoing, a credit rating is an assessment of credit and does not address other matters that may be of relevance to Covered Bondholders, including, without limitation, in the case of a Rating Agency Confirmation, whether any action proposed to be taken by the Issuer, Servicer, the Trustee or any other party to a Transaction Document is either (i) permitted by the terms of the relevant Transaction Document, or (ii) in the best interests of, or not prejudicial to, some or all of the Covered Bondholders. In being entitled to have regard to the fact that one or more of the Rating Agencies have confirmed that the then current ratings of the Covered Bonds would not be adversely affected or withdrawn, each of the Issuer, the Trustee and the other Secured Creditors (including the Covered Bondholders) is deemed to have acknowledged and agreed that the above does not impose or extend any actual or contingent liability on the Rating Agencies to the Issuer, the Trustee, the Secured Creditors (including the Covered Bondholders) or any other person or create any legal relations between the Rating Agencies and the Issuer, the Trustee, the Secured Creditors (including the Covered Bondholders) or any other person whether by way of contract or otherwise.

Any such Rating Agency Confirmation may or may not be given at the sole discretion of each Rating Agency. It should be noted that, depending on the timing of delivery of the request and any information needed to be provided as part of any such request, it may be the case that a Rating Agency cannot provide a Rating Agency Confirmation in the time available or at all, and the Rating Agency will not be responsible for the consequences thereof. Such confirmation, if given, will be given on the basis of the facts and circumstances prevailing at the relevant time, and in the context of cumulative changes to the transaction of which the securities form part since the issuance closing date. A Rating Agency Confirmation represents only a restatement of the opinions given, and is given on the basis that it will not be construed as advice for the benefit of any parties to the transaction.

Covered Bonds not in physical form

Unless the Bearer Global Covered Bonds or the Registered Global Covered Bonds are exchanged for Bearer Definitive Covered Bonds or Registered Definitive Covered Bonds, respectively, which exchange will only occur in the limited circumstances set out under "*Forms of the Covered Bonds – Bearer Covered Bonds*" and "*Forms of the Covered Bonds – Registered Covered Bonds*" below, the beneficial ownership of the Covered Bonds will be recorded in book-entry form only with Euroclear and Clearstream, Luxembourg. The fact that the Covered Bonds are not represented in physical form could, among other things:

- result in payment delays on the Covered Bonds because distributions on the Covered Bonds will be sent by or on behalf of the Issuer to Euroclear or Clearstream, Luxembourg instead of directly to Covered Bondholders;

- make it difficult for Covered Bondholders to pledge the Covered Bonds as security if Covered Bonds in physical form are required or necessary for such purposes; and

- hinder the ability of Covered Bondholders to resell the Covered Bonds

Covered Bonds issued under the Programme

Covered Bonds issued under the Programme will either be fungible with an existing Series of Covered Bonds or have different terms to an existing Series of Covered Bonds (in which case they will constitute a new Series). All Covered Bonds will rank *pari passu* and rateably without any preference or priority among themselves, irrespective of their Series, except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.

Following the occurrence of an Event of Default and service by the Trustee of a Notice of Default, the Covered Bonds of all outstanding Series will become immediately due and payable against the Issuer.

Further Issues

In order to ensure that any further issue of Covered Bonds under the Programme does not adversely affect existing Covered Bondholders:

(i) the Statutory Tests will be required to be met both before and immediately after any further issue of Covered Bonds; and

(ii) on or prior to the date of issue of any further Covered Bonds, the Issuer will be obliged to notify the Rating Agencies.

Obligations under the Covered Bonds

The Covered Bonds will not represent an obligation or be the responsibility of any of the Arranger, the Dealer(s), the Trustee or any other party to the Programme, their officers, members, directors, employees, security holders or incorporators, other than the Issuer. The Issuer will be liable solely in its corporate capacity for their obligations in respect of the Covered Bonds and such obligations will not be the obligations of their respective officers, members, directors, employees, security holders or incorporators.

The Trustee may agree to modifications to the Transaction Documents without the Covered Bondholders' or Secured Creditors' prior consent

Pursuant to the terms of the Trust Deed and the Deed of Charge, the Trustee may, without the consent or sanction of any of the Covered Bondholders or any of the other Secured Creditors (other than the Swap Providers in respect of modification to the Pre Event of Default Priority of Payments, the Post Event of Default Priority of Payments, the Conditions of the Covered Bonds, the Individual Eligibility Criteria or the Servicing and Cash Management Deed), concur with the Issuer or any person in making or sanctioning any modification to the Transaction Documents and the Terms and Conditions of the Covered Bonds:

(i) (other than in respect of a Series Reserved Matter) provided that the Trustee is of the opinion that such modification, waiver or authorisation will not be materially prejudicial to the interests of any of the Covered Bondholders; or

(ii) which in the sole opinion of the Trustee is of a formal, minor or technical nature or is to correct a manifest error or an error which is, in the opinion of the Trustee, proven, and in each case, the Issuer has confirmed in writing to the Trustee that such modification will not adversely affect the then current ratings of the Covered Bonds.

Certain decisions of Covered Bondholders taken at Programme level

Any Extraordinary Resolution to direct the Trustee to take any enforcement action must be passed at a single meeting of the holders of all Covered Bonds of all Series then outstanding.

Absence of secondary market

There is not, at present, an active and liquid secondary market for the Covered Bonds issued under this Programme, and no assurance is provided that a secondary market for the Covered Bonds issued under this Programme will re-emerge. The Arranger is not obliged to and does not intend to make a market for Covered Bonds issued under this Programme. None of the Covered Bonds issued or that may be issued under this Programme has been, or will be, registered under the Securities Act or any other applicable securities laws and they are subject to certain restrictions on the resale and other transfer thereof as set forth under "*Subscription and Sale*" and "*Selling Restrictions*". If a secondary market does re-emerge, it may not continue for the life of the Covered Bonds issued under this Programme or it may not provide Covered Bondholders with liquidity of investment with the result that a Covered Bondholder may not be able to find a buyer to buy its Covered Bonds readily or at prices that will enable the Covered Bondholder to realise a desired yield.

In addition, Covered Bondholders should be aware of the prevailing and widely reported global credit market conditions (which continue at the date hereof), whereby there is a general lack of liquidity in the secondary market for instruments similar to the Covered Bonds issued under this Programme. As a result of the current liquidity crisis, there exist significant additional risks to the Issuer and the investors which may affect the returns on the Covered Bonds issued under this Programme to investors.

In addition, the current liquidity crisis has stalled the primary market for a number of financial products including instruments similar to the Covered Bonds under this Programme. While it is possible that the current liquidity crisis may soon alleviate for certain sectors of the global credit markets, there can be no assurance that the market for securities similar to the Covered Bonds issued under this Programme will recover at the same time or to the same degree as such other recovering global credit market sectors.

Credit ratings may not reflect all risks

One or more independent Rating Agency may assign credit ratings to the Covered Bonds. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Covered Bonds. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

General legal investment considerations

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Covered Bonds are legal investments for it, (2) Covered Bonds can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Covered Bonds. Financial institutions should consult their legal advisors or the appropriate regulators to determine the appropriate treatment of Covered Bonds under any applicable risk-based capital or similar rules.

The circumstances in which the resolution authority may exercise the bail-in tool or other resolution tools pursuant to Greek law 4335/2015 or other future statutes or regulatory acts are vague and such uncertainty may have an impact on the value of the Covered Bonds

The conditions for the submission of a credit institution to resolution and the respective activation of the relevant powers of the competent resolution authority, are set in article 32 of the BRRD and Greek transposing law 4335/2015. Such conditions include the determination by the resolution authority that (a) the credit institution is failing or is likely to fail; (b) no reasonable prospect exists that any alternative private sector measures (including the write-down) would prevent the failure; and (c) a resolution action is necessary in the public interest, whilst the resolution objectives would not be met to the same extent by the special liquidation of the credit institution pursuant to normal insolvency.

Such conditions, however, are not further specified in the applicable law and so their satisfaction is left to the determination and discretion of the competent resolution authority. Such uncertainty may impact on the market perception as to whether a credit institution meets or not such conditions and as such it may be subjected to resolution tools. This may have a material adverse impact on the present value of the Covered Bonds and other securities of the Issuer's listed on organised markets.

In addition, if any Greek bail-in action is taken, interested parties, such as creditors or shareholders, may raise legal challenges. If any litigation arises in relation to Greek bail-in actions (whether actually, or purported to be taken) and such actions are declared void or ineffective and additional actions need to be taken, including reversal of any Greek bail-in action that is challenged, this may negatively affect liquidity and valuation, and increase the price volatility of the Issuer's securities (including the Covered Bonds).

Risks related to the structure of a particular issue of Covered Bonds

A wide range of Covered Bonds may be issued under the Programme. A number of these Covered Bonds may have features which contain particular risks for potential investors. Set out below is a description of the most common such features:

Covered Bonds subject to optional redemption by the Issuer

An optional redemption feature of Covered Bonds is likely to limit their market value. During any period when the Issuer may elect to redeem Covered Bonds, the market value of those Covered Bonds generally will not rise substantially above the price at which they can be redeemed. This may also be true prior to any redemption period.

The Issuer may be expected to redeem Covered Bonds when its cost of borrowing is lower than the interest rate on the Covered Bonds. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Covered Bonds being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

If the Issuer has the right to convert the interest rate on any Covered Bonds from a fixed rate to a floating rate, or vice versa, this may affect the secondary market and the market value of the Covered Bonds concerned

If the Issuer has the right to convert the interest rate on any Covered Bonds from a fixed rate to a floating rate, or vice versa, this may affect the secondary market and the market value of the Covered Bonds concerned Fixed/Floating Rate Covered Bonds are Covered Bonds which Fixed/Floating Rate Covered Bonds may bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Where the Issuer has the right to effect such a conversion, this will affect the secondary market and the market value of the Covered Bonds since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate in such circumstances, the spread on the Fixed/Floating Rate Covered Bonds may be less favourable than then prevailing spreads on comparable Floating Rate Covered Bonds tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Covered Bonds. If the Issuer converts from a floating rate to a fixed rate in such circumstances, the fixed rate may be lower than then prevailing market rates.

Covered Bonds which are issued at a substantial discount or premium may experience price volatility in response to changes in market interest rates

The market values of securities issued at a substantial discount (such as Zero Coupon Covered Bonds) or with a premium to their principal amount tend to fluctuate more in relation to general changes in interest rates than prices for more conventional interest-bearing securities. Generally, the longer the remaining term of such securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

The regulation and reform of "benchmarks" may adversely affect the value of Covered Bonds linked to or referencing such "benchmarks"

Interest rates and indices which are deemed to be "benchmarks" (such as, in the case of Floating Rate Covered Bonds or a Reference Rate) are the subject of recent national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Covered Bonds linked to or referencing such a "benchmark". The Benchmarks Regulation was published in the Official Journal of the EU on 29 June 2016 and has applied since 1 January 2018. The Benchmarks Regulation applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU.

The Benchmarks Regulation could have a material impact on any Covered Bonds linked to or referencing a "benchmark", in particular, if the methodology or other terms of the relevant "benchmark" are changed in order to comply with the requirements of the Benchmarks Regulation. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the relevant "benchmark".

More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of "benchmarks", could increase the costs and risks of administering or otherwise participating in the setting of a "benchmark" and complying with any such regulations or requirements. Such factors may have the following effects on certain "benchmarks": (i) discourage market participants from continuing to administer or contribute to the "benchmark"; (ii) trigger changes in the rules or methodologies used in the "benchmark" or (iii) lead to the disappearance of the "benchmark". Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Covered Bonds linked to or referencing a "benchmark".

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the Benchmarks Regulation reforms in making any investment decision with respect to any Covered Bonds linked to or referencing a "benchmark".

Future discontinuance of certain benchmark rates (for example, LIBOR or EURIBOR) may adversely affect the value of Floating Rate Covered Bonds which are linked to or which reference any such benchmark rate

On 27 July 2017, the Chief Executive of the United Kingdom Financial Conduct Authority, which regulates LIBOR, announced that it does not intend to continue to persuade, or use its powers to compel, panel banks to submit rates for the calculation of LIBOR to the administrator of LIBOR after 2021. The announcement indicates that the continuation of LIBOR on the current basis is not guaranteed after 2021.

Separately, the euro risk free-rate working group for the euro area has published a set of guiding principles and high level recommendations for fallback provisions in, amongst other things, new euro denominated cash products (including bonds) referencing EURIBOR. The guiding principles indicate, among other things, that continuing to reference EURIBOR in relevant contracts (without robust fallback provisions) may increase the risk to the euro area financial system.

Investors should be aware that, if a benchmark rate were discontinued or otherwise unavailable, the rate of interest on Floating Rate Covered Bonds which are linked to or which reference such benchmark rate will be determined for the relevant period by the fall-back provisions applicable to such Covered Bonds. The Terms and Conditions provide for certain fallback arrangements in the event that a published benchmark, such as LIBOR, (including any page on which such benchmark may be published (or any successor service)) becomes unavailable.

If the circumstances described in the preceding paragraph occur in the case of Floating Rate Covered Bonds Replacement is specified in the applicable Final Terms as being applicable and Screen Rate Determination is specified in the applicable Final Terms as the manner in which the rate of interest is to be determined, such fallback arrangements will include the possibility that the relevant rate of interest (or, as applicable, component thereof) could be set or, as the case may be, determined by reference to a Successor Reference Rate or an Alternative Reference Rate (as applicable) determined by an Independent Adviser or, if the Issuer is unable to appoint an Independent Adviser or the Independent Adviser appointed by the Issuer fails to make such determination, the Issuer. An Adjustment Spread shall be determined by the relevant Issuer and shall be applied to such Successor Reference Rate or Alternative Reference Rate, as the case may be.

In addition, the relevant Independent Adviser or the Issuer (as applicable) may also determine (acting in good faith and in a commercially reasonable manner) that other amendments to the Terms and Conditions of the Covered Bonds are necessary in order to follow market practice in relation to the relevant Successor Reference Rate or Alternative Reference Rate (as applicable) and to ensure the proper operation of the relevant Successor Reference Rate or Alternative Reference Rate (as applicable).

No consent of the Covered Bondholders shall be required in connection with effecting any relevant Successor Reference Rate or Alternative Reference Rate (as applicable) or any other related adjustments and/or amendments described above.

In certain circumstances, the ultimate fallback of interest for a particular Interest Period or Interest Accrual Period (as applicable) may result in the rate of interest for the last preceding Interest Period or Interest Accrual Period (as applicable) being used. This may result in the effective application of a fixed rate for Floating Rate Covered Bonds based on the rate which was last observed on the Relevant Screen Page for the purposes of determining the rate of interest in respect of an Interest Period or an Interest Accrual Period (as applicable). In addition, due to the uncertainty concerning the availability of Successor Reference Rates and Alternative Reference Rates and the involvement of an Independent Adviser, the relevant fallback provisions may not operate as intended at the relevant time.

Any such consequences could have a material adverse effect on the value of and return on any such Covered Bonds. Moreover, any of the above matters or any other significant change to the setting or existence of any relevant rate could affect the ability of the Issuer to meet its obligations under the Floating Rate Covered Bonds or could have a material adverse effect on the value or liquidity of, and the amount payable under, the Floating Rate Covered Bonds. Investors should note that the relevant Independent Adviser or the Issuer (as applicable) will have discretion to adjust the relevant Successor Reference Rate or Alternative Reference Rate (as applicable) in the circumstances described above. Any such adjustment could have unexpected commercial consequences and there can be no assurance that, due to the particular circumstances of each Covered Bondholder, any such adjustment will be favourable to each Covered Bondholder.

Investors should consider all of these matters when making their investment decision with respect to the relevant Floating Rate Covered Bonds.

General risk factors

Set out below is a brief description of certain risks relating to the Covered Bonds generally:

The Conditions of the Covered Bonds contain provisions which may permit their modifications and waiver of any breach without the consent of all investors

The conditions of the Covered Bonds contain provisions for calling meetings of Covered Bondholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Covered Bondholders including Covered Bondholders who did not attend and vote at the relevant meeting and Covered Bondholders who voted in a manner contrary to the majority. Further, the conditions of the Covered Bonds contain provisions allowing the Trustee to agree to changes without the consent of any Covered Bondholder, including substitution of the Issuer pursuant to Condition 18 (*Substitution of the Issuer*).

Insurance

Under the terms and conditions of the Loan Documentation, each Borrower is required to obtain and maintain fire and earthquake insurance only, unless the property was built before 1 January 1960, in which case only fire insurance is available in the market. Accordingly, a claim under such policy for damage to the relevant property can be made only if the damage results from the occurrence of a fire or earthquake. However, this is not inconsistent with the terms and conditions of loans similar to the Loans made by other mortgage lenders in Greece who also only require borrowers to obtain and maintain fire and earthquake insurance. In addition, certain Borrowers, at their option, take out life insurance policies, with the Issuer as the primary loss payee, to secure their obligations under the relevant Loans.

Enforcement Proceedings under Greek law

Enforcement against Borrowers is a court-driven process which can be significantly delayed or suspended. Enforcement proceedings are usually commenced against a Borrower in respect of a Loan once it becomes 180 Days in Arrears, at which point the Loan is terminated. The process is commenced by service of the order for payment and a demand to pay on the Borrower, with the ultimate target being the collection of the proceeds of the auction of the relevant property securing the Loan. For further details, see "*The Mortgage and Housing Market in Greece - Enforcing Security*" and "*Restrictions on Enforcement of Granted Collateral*" below.

Prior to the enactment Greek Law 4335/2015, amending the Greek Code of Civil Procedure, the Borrowers were entitled to challenge the compulsory enforcement at any stage of the process. However, by virtue of Law 4335/2015 the debtor is now entitled to oppose defects of the compulsory enforcement procedure only in two stages of the process while additional reforms of the Greek Civil Procedure Code by virtue of Greek Law 4472/2017 and Greek Law 4512/2018 aimed at accelerating and further facilitating the conducting of enforcement proceedings For further details, see "*The Mortgage and Housing Market in Greece - Enforcing Security*" and "*Restrictions on Enforcement of Granted Collateral*" below. However, the length, complexity and untested framework of enforcement procedures in Greece may still lead to substantial delays in recovering any amounts due under any defaulted or delinquent loan, especially due to the existing backlog of the courts, which may adversely affect the ability of the Issuer to enforce its claims against delinquent debtors. We note to that effect that in accordance with the joint ministerial decision number Δ1α/ΓΠ.οικ.:78363/5.12.2020 which introduces urgent measures due to the spread of COVID-19, auctions and enforcement proceedings are suspended until 14 December 2020.

Auction Proceeds

The proceeds of an auction following enforcement against a property securing a Loan must be allocated in accordance with the provisions of the Greek Civil Procedure Code. These articles require the notary public which acted as the auction clerk to deduct from the proceeds the expenses (including legal, bailiff's and notarial fees) incurred in connection with the enforcement proceedings. Following such deduction, the proceeds are allocated among participating creditors, depending on their classification. In addition, the Issuer, as holder of a first ranking pre-notation could be limited to receiving 65 per cent of the proceeds raised by an auction of a property securing a Loan if creditors by operation of law and unsecured creditors co-exist. In such case, the proceeds may not be sufficient to discharge the amount that is owed by the Borrower under the Loan and in turn this may affect the Issuer's ability to meet its obligations under the Covered Bonds. For further details, see "*The Mortgage and Housing Market in Greece - Allocation of auction's proceeds*".

However, given that the loans are given a maximum 80 per cent LTV indexed value for the purpose of calculating the Statutory Tests and the Amortisation Test, the value of the property securing a Loan should exceed the Outstanding Principal Balance of that portion of the Loan accredited value for the purposes of the Statutory Tests.

Special Insolvency Schemes

In addition to the standard enforcement and bankruptcy procedures, a series of special insolvency schemes were enacted over the last years for individuals or businesses resulting in a fragmented and complex insolvency framework in Greece.

On 15 November 2014, the Hellenic Parliament introduced a set of measures (Greek Law 4307/2014) for the restructuring of debts of viable small businesses and other professionals towards the State, social security organisations and banks, consisting of (a) write-offs and/or settlement of debts, coupled with a tax incentive for the banks implementing the new law and (b) new pre-bankruptcy proceedings that, among others, allow the banks to take control of the borrower through the appointment of an administrator.

On 3 August 2010, Greek Law 3869/2010 was put in force with respect to the settlement of amounts due by indebted individuals. The law allows the settlement of amounts due, *inter alia*, to credit institutions by individuals evidencing permanent and general inability (without intention) to repay their due debts, by arranging the partial repayment of their due debts and writing off the remainder of their debts, provided the terms of settlement are observed. All individuals, both consumers and professionals, are subject to the provisions of Greek Law 3869/2010, with the exception of individuals who can be declared bankrupt. In the case of a Loan which is secured by property which is such debtor's primary residence, a debtor in the process of Greek Law 3869/2010 could request, until 28 February 2019, the exemption from liquidation of its primary residence provided that specific conditions were met. For further information see "*The Mortgage and Housing Market in Greece - Settlement of amounts due by over-indebted individuals*".

Due performance by the debtor of the obligations imposed by the relevant court decision allows the discharge of all the remaining outstanding debts of the debtor against its creditors, even against those who have not announced their claims. This debt discharge could have negative implications for the Issuer in its capacity as creditor and could have a material adverse effect on its financial results, which may adversely affect the timing and amount of payments received on the Covered Bonds.

Law 4605/2019 introduced a new procedure for the protection of individuals' primary residence from enforcement procedures. Law 4605/2019 entitled individual debtors with banking debts secured by the debtor's primary residence to request the protection of such primary residence through the settlement of their debts. The procedure included two steps, namely, an extrajudicial amicable settlement procedure conducted through an e-platform; and, in case of failure to reach a settlement with all eligible creditors, an in court procedure. Law 4605/2019 came into force on 30 April 2019, however the e-platform to submit an application was set-up on 1 July 2019. Individuals were entitled to submit an application until 31 July 2020. In case a settlement was agreed, according to the provisions of Law 4605/2019, either through the e-platform or by virtue of a court decision, the primary residence of the applicant is protected against enforcement procedures by all creditors (including the Greek State) throughout the period of the settlement, with certain exceptions provided in Law 4605/2019. This protection may affect the ability of the Issuer to proceed to enforcement procedures in respect of the relevant Loans.

Further, the instalments to be set through the procedures could be subsidized by the Greek State, provided that all eligible debt was restructured. The State Subsidy and the primary residence protection may be terminated upon the occurrence of certain events, including non-compliance with the settlement plan. Upon compliance of the debtor with the settlement plan, any remaining debt of the debtor is written-off and the relevant encumbrance over the primary residence of the debtor is lifted. This debt discharge could affect the Issuer's ability to meet its obligations in respect of the Covered Bonds. For further information see "*The Mortgage and Housing Market in Greece* - ***Error! Reference source not found.***".

In addition, Greek Law 4469/2017 (published in the Government Gazette 62/A/03.05.2017) introduced an out-of-court mechanism for the settlement of debts owed by a debtor to its creditors stemming from the business activity of the debtor or from any other reason, provided that the settlement is considered necessary in order to ensure the viability of the debtor.

Law 4469/2017 applied to: (i) individuals who may be declared bankrupt according to the Greek Bankruptcy Code; and (ii) legal entities which earn income from business activity pursuant to articles 21 and 47 of the Greek Tax Income Code and have a tax residence in Greece. Subject to several conditions set out in the law and consecutive extensions granted through amendments to the Law, the aforesaid persons could submit an online application until 30 April 2020 in order to be placed under the beneficial provisions of the new law. For further details, see "*The Mortgage and Housing Market in Greece – "Out-of court settlement of business debts*".

These laws may have an adverse effect on the timing and amount of collections under certain loans concluded with borrowers that fall under the scope and make use of their respective provisions, which may in turn affect the Issuer's ability to meet its obligations in respect of the Covered Bonds.

In 2020, Greek Law 4738/2020 was enacted introducing a new bankruptcy regime for individuals and legal entities, which will enter into force on 1 March 2021. Upon the new law coming into force, debtors will not be able to apply for submission to the procedures under Greek Law 4307/2014, whereas submission to the procedures under Greek Law 3869/2010 will no longer be available as of 1 June 2021; thus the concerns raised above in relation to those procedures will be relevant only for procedures already commenced until such date. The new regime remains untested and will produce precedents only after some time, even few years, lapse from its entry into force. In parallel, proceedings pending before Greek courts under the previous legal frameworks will continue to run under such frameworks which, coupled with the transitional time to fully implement the new bankruptcy code, result in a fragmented and complex insolvency framework in Greece may render the process of liquidating and collecting under the Loans a costly and lengthy process. For further details, see "*The Mortgage and Housing Market in Greece" – "Settlement legislative tools affecting the Enforcement of Security*"

Greek Covered Bond Legislation

In Greece, the primary legal basis for Covered Bonds issuance is Article 152 of Law 4261/2014 (**Primary Legislation**). The transactions contemplated in this Base Prospectus are based, in part, on the provisions of the Greek Covered Bond Legislation. So far as the Issuer is aware, as at the date of this Base Prospectus there have been several similar issues of securities based upon the Greek Covered Bond Legislation and there has been no judicial authority as to the interpretation of any of the provisions of the Greek Covered Bond Legislation. For further information on the Greek Covered Bond Legislation, see "*Overview of the Greek Covered Bond Legislation*". There are a number of aspects of Greek law which are referred to in this Base Prospectus with which potential Covered Bondholders are likely to be unfamiliar. Particular attention should be paid to the sections of this Base Prospectus containing such references.

It should also be noted that at the end of 2019, the European Parliament and the Council finalised the legislative package on covered bond reforms made up of a new covered bond directive (Directive (EU) 2019/2162) and a new regulation (Regulation (EU) 2019/2160), which entered into force on 7 January 2020 with the deadline for application of 8 July 2022 (both texts have relevance for the EEA and are to be implemented in due course in other countries in the EEA, and, for these purposes, the EEA includes the UK). The new covered bond directive replaces current article 52(4) of Directive 2009/65/EC (the "UCITS Directive"), establishes a revised common base-line for issue of covered bonds for EU regulatory purposes (subject to various options that members states may choose to exercise when implementing the new directive through national laws). The new regulation will be directly applicable in Member States from 8 July 2022 and it amends article 129 of the CRR (and certain related provisions) and further strengthens the criteria for covered bonds that benefit from preferential capital treatment under the CRR regime. Given that the aspects of the new regime will require transposition through national laws, the final position is not yet known. Therefore, there can be no assurances or predictions made as to the precise effect of the new regime on the Covered Bonds.

In addition, it should be noted that the new covered bond directive provides for permanent grandfathering with respect to certain requirements of the new regime for article 52(4) UCITS Directive-compliant covered bonds issued before 8 July 2022 and includes an option for the Member States to allow tap issues with respect to grandfathered covered bonds (for up to 24 months after 8 July 2022), provided such tap issues comply with certain prescribed requirements. Prospective investors should therefore make themselves aware of the changes (and any corresponding national implementing measures) in addition to any other applicable regulatory requirements with respect to their investment in the Covered Bonds Directive-compliant covered bonds issued before 8 July 2022 and includes an option for the Member States to allow tap issues with respect to grandfathered covered bonds (for up to 24 months after 8 July 2022), provided such tap issues comply with certain prescribed requirements. Prospective investors should therefore make themselves aware of the changes (and any corresponding national implementing measures) in addition to any other applicable regulatory requirements with respect to their investment in the Covered Bonds.

Insolvency proceedings and subordination provisions

There is uncertainty as to the validity and/or enforceability of a provision which (based on contractual and/or trust principles) subordinates certain payment rights of a creditor to the payment rights of other creditors of its counterparty upon the occurrence of insolvency proceedings relating to that creditor. In particular, recent cases have focused on provisions involving the subordination of a Hedging Counterparty's payment rights in respect of certain termination payments upon the occurrence of insolvency proceedings or other default on the part of such counterparty.

The UK Supreme Court has affirmed that a subordination provision of similar effect is valid under English law: *Belmont Park Investments Pty Limited v BNY Corporate Trustee Services Ltd and Lehman Brothers Special Financing Inc.,* [2011] ULSC38. The U.S. Bankruptcy Court held, in respect of proceedings to the Belmont decision that subordination provision is unenforceable under US bankruptcy law and that any action to enforce such provision would violate the automatic stay which applies under such law in the case of a US bankruptcy of the counterparty. The implications of these conflicting judgments of the UK Supreme Court and the U.S. Bankruptcy Court are not yet known.

If a creditor of the Issuer (such as a Hedging Counterparty) or a related entity becomes subject to insolvency proceedings in any jurisdiction outside England and Wales (including the US), and it is owed a payment by the Issuer, a question arises as to whether the insolvent creditor or any insolvency official appointed in respect of that creditor could successfully challenge the validity and/or enforceability of subordination provisions included in the English law governed Transaction Documents (such as a provision of the Priorities of Payments). In particular, based on the decision of the US Bankruptcy Court referred to above, there is a risk that such subordination provisions would not be upheld under US bankruptcy laws. Such laws may be relevant in certain circumstances with respect to a range of entities which may act as Hedging Counterparty, including US established entities and certain non-US established entities with assets or operations in the US (although the scope of any such proceedings may be limited if the relevant non-US entity is a bank with a licensed branch in a US state). In general, if a subordination provision included in the Transaction Documents was successfully challenged under the insolvency laws of any relevant jurisdiction outside England and Wales and any relevant foreign judgment or order was recognised by the English courts, there can be no assurance that such actions would not adversely affect the rights of the Covered Bondholders, the market value of the Covered Bonds and/or the ability of the Issuer to satisfy its obligations under the Covered Bonds.

Lastly, given the general relevance of the issues under discussion in the judgments referred to above and that the Transaction Documents will include terms providing for the subordination of certain payments, there is a risk that the final outcome of the dispute in such judgments (including any recognition action by the English courts) may result in negative rating pressure in respect of the Covered Bonds. If any rating assigned to the Covered Bonds is lowered, the market value of the Covered Bonds may reduce.

Changes of law

The structure of the issue of the Covered Bonds and the ratings which are to be assigned to them are based on English and Greek law, respectively, in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible change to English or Greek law or administrative practice in the UK or Greece after the date of this Base Prospectus.

Covered Bonds where denominations involve integral multiples; definitive Covered Bonds

In relation to any issue of Covered Bonds that have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Covered Bonds may be traded in amounts that are not integral multiples of such minimum

Specified Denomination. In such a case, a Covered Bondholder who, as a result of trading such amounts, holds an amount which (after deducting integral multiples of such minimum Specified Denomination) is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time may not receive a definitive Covered Bond in respect of such holding (should definitive Covered Bonds be printed) and would need to purchase a principal amount of Covered Bonds such that its holding amounts to a Specified Denomination.

If definitive Covered Bonds are issued, Covered Bondholders should be aware that definitive Covered Bonds that have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

Exchange rate risks and exchange controls

The Issuer (or the Servicer on its behalf) will pay principal and interest on the Covered Bonds in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit other than the Specified Currency (the **Investor's Currency**). These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency equivalent yield on the Covered Bonds, (2) the Investor's Currency-equivalent value of the principal payable on the Covered Bonds and (3) the Investor's Currency-equivalent market value of the Covered Bonds. As a result, investors may receive less interest or principal than expected, or no interest or principal (in an Investor's currency-equivalent basis).

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

GENERAL DESCRIPTION OF THE PROGRAMME

The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Base Prospectus and, in relation to the terms and conditions of any particular Series or Tranche of Covered Bonds, the applicable Final Terms. The Issuer and any relevant Dealer may agree that Covered Bonds shall be issued in a form other than that contemplated in the Terms and Conditions, in which event, if appropriate, a supplement to the Base Prospectus or a new Base Prospectus will be published.

Words and expressions defined in the "Terms and Conditions of the Covered Bonds" below or elsewhere in this Base Prospectus have the same meanings in this summary.

PRINCIPAL PARTIES

Issuer	Eurobank S.A. (**Eurobank** or the **Issuer**) is a credit institution established on 20 March 2020 pursuant to Law 4548/2018, Law 4601/2019, Law 4261/2014 and Article 16 of Law 2515/1997. The Bank is registered with G.E.M.I. with registration number 154558160000. The registered office of the Bank is at 8 Othonos Street, Athens 10557, Greece and its telephone number is +30 210 333 7000.
Issuers' Legal Entity Identifier (LEI):	213800KGF4EFNUQKAT69
Arranger	Eurobank (the **Arranger**).
Dealers	Eurobank and any other dealers appointed from time to time in accordance with the Programme Agreement as specified in the relevant Final Terms.
Servicer	Eurobank (in its capacity as the servicer and, together with any replacement servicer appointed pursuant to the Servicing and Cash Management Deed from time to time, the **Servicer**) will service the Loans and Related Security in the Cover Pool pursuant to the Servicing and Cash Management Deed. The Servicer shall also undertake certain notification and reporting services together with account handling services in relation to moneys from time to time standing to the credit of the Transaction Accounts and cash management activities (the **Servicing and Cash Management Activities**) in accordance with the Servicing and Cash Management Deed and the Greek Covered Bond Legislation, including the calculation of the Statutory Tests and the Amortisation Test. See "*Servicing and Collection Procedure*" below.
Asset Monitor	A reputable firm of independent auditors and accountants, not being the auditors of the Issuer for the time being, appointed pursuant to the Asset Monitor Agreement as an independent monitor to perform tests in respect of (i) the Statutory Tests when required in accordance with the requirements of the Bank of Greece and (ii) the Amortisation Test when required in accordance with the Servicing and Cash Management Deed. The initial Asset Monitor will be Deloitte Certified Public Accountants S.A. acting through its office at 3a Fragkoklisias & Granikou str., Maroussi, Attika, Greece (the **Asset Monitor**).
Account Bank	The Bank of New York Mellon, London Branch acting through its

	London Branch at One Canada Square, London E14 5AL has agreed to act as account bank (the **Account Bank**) pursuant to the Bank Account Agreement. In the event that the Account Bank ceases to be an Eligible Institution, the Servicer will be obliged to transfer the Transaction Accounts to a credit institution with the appropriate minimum ratings. **Eligible Institution** means any bank whose long-term and short-term unsecured, unsubordinated and unguaranteed debt obligations are rated at least Baa3 or P-3 by the Rating Agency.
Principal Paying Agent	The Bank of New York Mellon, London Branch acting through its office at One Canada Square, London E14 5AL (the **Principal Paying Agent** and, together with any agent appointed from time to time under the Agency Agreement, the **Paying Agents**). The Principal Paying Agent will act as such pursuant to the Agency Agreement.
Registrar	The Bank of New York Mellon SA/NV, Luxembourg Branch (the **Registrar**). The Registrar will act as such pursuant to the Agency Agreement.
Trustee	The Bank of New York Mellon (International) Limited acting through its office at One Canada Square, London E14 5AL (the **Trustee**) has been appointed to act as bond trustee for the Covered Bondholders in respect of the Covered Bonds and will also act as security trustee to hold the benefit of all security granted by the Issuer (on trust for itself, the Covered Bondholders and the other Secured Creditors) under the Deed of Charge and the Statutory Pledge granted pursuant to the Greek Covered Bond Legislation. See "*Security for the Covered Bonds*" below.
Hedging Counterparties	The Issuer may, from time to time, enter into Hedging Agreements with various swap providers to hedge certain currency and/or other risks (each a **Covered Bond Swap Provider**), interest risks (each an **Interest Rate Swap Provider**) and currency risks (each an **FX Swap Provider** and, together with the Covered Bond Swap Providers and Interest Rate Swap Providers, the **Hedging Counterparties** and each a **Hedging Counterparty**) associated with the Covered Bonds. The Hedging Counterparties will act as such pursuant to the relevant Hedging Agreements (as defined herein). The Hedging Counterparties will be required to satisfy the conditions under paragraph I. 2(b)(bb) of the Secondary Covered Bond Legislation.
Custodian	The Bank of New York Mellon, London Branch acting through its office at One Canada Square, London E14 5AL has agreed to act as initial custodian (the **Custodian**) pursuant to the terms of a Custody Agreement.
Listing Agent	The Bank of New York Mellon SA/NV, Luxembourg Branch (the **Luxembourg Listing Agent**).
Rating Agency	Moody's Investors Service Limited (**Moody's** or the **Rating Agency**) and any additional rating agency which may be appointed under the Programme from time to time to provide ratings for a specific issue of Covered Bonds or on an ongoing basis.

PROGRAMME DESCRIPTION

Description	Eurobank €5 billion Covered Bond Programme.
Programme Amount	Up to €5 billion (or its equivalent in other currencies determined as described in the Programme Agreement) outstanding at any time as described herein. The Issuer may increase the amount of the Programme in accordance with the terms of the Programme Agreement.
Issuance in Series	Covered Bonds will be issued in Series, but on different terms from each other, subject to the terms set out in the relevant Final Terms in respect of such Series. Save in respect of the first issue of Covered Bonds, Covered Bonds issued under the Programme will either be fungible with an existing Series of Covered Bonds or have different terms from an existing Series of Covered Bonds (in which case they will constitute a new Series). The Issuer may issue Covered Bonds without the prior consent of the Covered Bondholders pursuant to Condition 16 (*Further Issues*). See "*Conditions Precedent to the Issuance of a new Series or Tranche of Covered Bonds*" below. As used herein, **Tranche** means Covered Bonds which are identical in all respects (including as to listing and admission to trading) and **Series** means a Tranche of Covered Bonds together with any further Tranche or Tranches of Covered Bonds which are (a) expressed to be consolidated and form a single series and (b) identical in all respects (including as to listing and admission to trading) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.
Final Terms	Final terms (the **Final Terms**) will be issued and published in accordance with the terms and conditions set out herein under "*Terms and Conditions of the Covered Bonds*" (the **Conditions**) prior to the issue of each Series or Tranche detailing certain relevant terms thereof which, for the purposes of that Series only, complete the Conditions and the Base Prospectus and must be read in conjunction with the Conditions and the Base Prospectus. The terms and conditions applicable to any particular Series are the Conditions as completed by the relevant Final Terms.
Conditions Precedent to the Issuance of a new Series or Tranche of Covered Bonds	It is a condition precedent to the issuance of a new Series or Tranche of Covered Bonds that (i) there is no Issuer Event outstanding and that such issuance would not cause an Issuer Event, (ii) such issuance would not result in a breach of any of the Statutory Tests, (iii) the Rating Agency has been notified of such issuance, (iv) such issuance has been approved by the Bank of Greece in accordance with paragraph II.3 of the Secondary Covered Bond Legislation and (v) if applicable, in respect of any Series or Tranche, a Hedging Agreement is entered into.
Proceeds of the Issue of Covered Bonds	The gross proceeds from each issue of Covered Bonds will be used by the Issuer to fund its general corporate purposes.
Form of Covered Bonds	The Covered Bonds will be issued in either bearer or registered form,

	see "*Forms of the Covered Bonds*". Registered Covered Bonds will not be exchangeable for Bearer Covered Bonds and *vice versa.*
Issue Dates	The date of issue of a Series or Tranche as specified in the relevant Final Terms (each, the **Issue Date** in relation to such Series or Tranche).
Specified Currency	Subject to any applicable legal or regulatory restrictions, such currency or currencies as may be agreed from time to time by the Issuer and the relevant Dealer(s) (as set out in the applicable Final Terms).
Denominations	The Covered Bonds will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer(s) and set out in the applicable Final Terms. The minimum denomination of each Covered Bond will be at least €100,000 (or, if the Covered Bonds are denominated in a currency other than Euro, at least the equivalent amount in such currency) or such other higher amount as is required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency.
Redenomination	Certain Covered Bonds may be redenominated in Euro in accordance with the redenomination provisions set out in Condition 6.8. The applicable Final Terms will set out whether the redenomination provisions of Condition 6.8 are applicable to a particular Series of Covered Bonds.
Fixed Rate Covered Bonds	The applicable Final Terms may provide that certain Covered Bonds will bear interest at a fixed rate (**Fixed Rate Covered Bonds**), which will be payable on each Interest Payment Date and on the applicable redemption date and will be calculated on the basis of such Day Count Fraction as may be agreed between the Issuer and the relevant Dealer(s) (as set out in the applicable Final Terms).
Floating Rate Covered Bonds	The applicable Final Terms may provide that certain Covered Bonds bear interest at a floating rate (**Floating Rate Covered Bonds**). Floating Rate Covered Bonds will bear interest at a rate determined: (a) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the ISDA Definitions; or (b) on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service; as set out in the applicable Final Terms. The margin (if any) relating to such floating rate (the **Margin**) will be agreed between the Issuer and the relevant Dealer(s) for each issue of Floating Rate Covered Bonds, as set out in the applicable Final Terms.
Other provisions in relation to Floating Rate Covered Bonds	In the event that the Rate of Interest of Floating Rate Covered Bonds is less than zero for an Interest Period, the Rate of Interest for that Interest Period shall be deemed to be zero. Floating Rate Covered Bonds may also have a Maximum Rate of Interest, a Minimum Rate of Interest (other than zero, as described in this paragraph) or both (as indicated in the applicable Final Terms). Interest on Floating Rate

	Covered Bonds in respect of each Interest Period, as agreed prior to issue by the Issuer and the relevant Dealer(s), will be payable on such Interest Payment Dates, and will be calculated on the basis of such Day Count Fraction, in each case as may be agreed between the Issuer and the relevant Dealer(s) (as set out in the applicable Final Terms).
Zero Coupon Covered Bonds	The applicable Final Terms may provide that Covered Bonds, bearing no interest (**Zero Coupon Covered Bonds**), may be offered and sold at a discount to their nominal amount.
Ranking of the Covered Bonds	All Covered Bonds will rank *pari passu* and rateably without any preference or priority among themselves, irrespective of their Series, for all purposes, except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.
Taxation	All payments of principal, interest and other proceeds (if any) on the Covered Bonds will be made free and clear of any withholding or deduction for, or on account of, any taxes, unless the Issuer or any intermediary that intervenes in the collection of interest and other proceeds on the Covered Bonds is required by applicable law to make such a withholding or deduction. In the event that such withholding, or deduction is required by law, the Issuer will not be required to pay any additional amounts in respect of such withholding or deduction.
Status of the Covered Bonds	The Covered Bonds are issued on an unconditional basis and in accordance with Article 152 of Greek Law 4261/2014 (published in the Government Gazette No 107/A/5-5-2014) (**Article 152**), and the Act of the Governor of the Bank of Greece No. 2598/2007, as amended and restated by the codifying Act of the Governor of the Bank of Greece No. 2620/2009 (the **Secondary Covered Bond Legislation** and, together with Article 152 the **Greek Covered Bond Legislation**). The Covered Bonds are backed by assets forming the Cover Pool of the Issuer and have the benefit of a statutory pledge established over assets that are governed by Greek law by virtue of registration statement(s) filed with the Athens Pledge Registry (each a **Registration Statement**) pursuant to paragraph 5 of Article 152 (the **Statutory Pledge**). The form of the Registration Statement is defined in Ministerial Decision No 95630/8-9-2008 (published in the Government Gazette No 1858/B/12-9-2008) of the Minister of Justice. See also "*Overview of the Greek Covered Bond Legislation*" below.
Payments on the Covered Bonds	Payments on the Covered Bonds will be direct and unconditional obligations of the Issuer. Prior to an Issuer Event and prior to service of a Notice of Default, on each Cover Pool Payment Date the Issuer will apply any funds available to it (including, but not limited to, funds arising in relation to the assets comprised in the Cover Pool) to pay all items which are listed in the Pre-Event of Default Priority of Payments. After the occurrence of an Issuer Event (but prior to service of a Notice of Default), on each Cover Pool Payment Date, the Servicer will apply the Covered Bonds Available Funds in accordance with the Pre-Event of Default Priority of Payments.

After the service of a Notice of Default, all funds deriving from the Cover Pool Assets, the Transaction Documents and standing to the credit of the Transaction Accounts shall be applied on any Athens Business Day in accordance with the Post Event of Default Priority of Payments.

Security for the Covered Bonds	In accordance with the Greek Covered Bond Legislation, by virtue of the Transaction Documents and pursuant to any Registration Statement, the Cover Pool and all cashflows derived therefrom (including any amounts standing to the credit of the Collection Accounts or Third Party Collection Accounts) will be available both prior to and following a winding up of the Issuer, to satisfy the obligations of the Issuer to the Covered Bondholders and the other Secured Creditors in priority to the Issuer's obligations to any other creditors, until the repayment in full of the Covered Bonds.
	In accordance with the Deed of Charge, security will be created for the benefit of the Trustee on behalf of the Secured Creditors in respect of the Hedging Agreements and any other Transaction Documents governed by English law.
	Secured Creditors means the Covered Bondholders, the Couponholders, the Trustee, any Receiver, the Asset Monitor, the Account Bank, the Agents, the Servicer, the Hedging Counterparties and any other creditor of the Issuer pursuant to any transaction document entered into in the course of the Programme having recourse to the Cover Pool (provided that where Eurobank performs any of the above roles, Eurobank will not be a Secured Creditor).
	Receiver means any person or persons appointed (and any additional person or persons appointed or substituted) as an administrative receiver, receiver, manager, or receiver and manager of the Charged Property by the Trustee pursuant to the Deed of Charge.
	Charged Property means the property, assets and undertakings charged by the Issuer pursuant to Clause 3 of the Deed of Charge together with, where applicable, the property pledged pursuant to the Statutory Pledge.
Cross-collateralisation and Recourse	By operation of Article 152 and in accordance with the Transaction Documents, the Cover Pool Assets shall form a single portfolio, irrespective of the date of assignment to the Cover Pool and shall be held for the benefit of the Covered Bondholders and the other Secured Creditors irrespective of the Issue Date of the relevant Series. The Covered Bondholders and the other Secured Creditors shall have recourse to the Cover Pool.
	The Cover Pool Assets may not be seized or attached in any form by creditors of the Issuer other than by the Trustee on behalf of the Covered Bondholders and the other Secured Creditors.
	In order to ensure that the Cover Pool is, at any time, sufficient to meet the payment obligations of the Issuer under the Covered Bonds, the Issuer shall be obliged, within certain limits and upon certain conditions, to effect certain changes to the Cover Pool Assets comprising the Cover Pool. See "*Optional Changes to the Cover Pool*" below.

Issue Price	Covered Bonds of each Series may be issued at par or at a premium or discount to par on a fully-paid basis (in each case, the Issue Price for such Series or Tranche) as specified in the relevant Final Terms in respect of such Series.
Interest Payment Dates	In relation to any Series of Covered Bonds, the Interest Payment Dates will be specified in the applicable Final Terms (as the case may be).
Cover Pool Payment Date	The 20th day of each month and if such day is not an Athens Business Day the first Athens Business Day thereafter (the **Cover Pool Payment Date**). **Athens Business Day** means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in Athens.
Final maturity and extendable obligations under the Covered Bonds	The final maturity date for each Series (the **Final Maturity Date**) will be specified in the relevant Final Terms as agreed between the Issuer and the relevant Dealer(s). Unless previously redeemed as provided in the Conditions, the Covered Bonds of each Series will be redeemed at their Principal Amount Outstanding on the relevant Final Maturity Date. If the Covered Bonds are not redeemed in full on the relevant Final Maturity Date, or (as described below) where the Covered Bonds are subject to an Extended Final Maturity Date, on the Extended Final Maturity Date, then the Trustee shall serve a Notice of Default on the Issuer pursuant to Condition 10 (*Events of Default and Enforcement*). Following the service of a Notice of Default the Covered Bonds of each Series shall become immediately due and payable. The applicable Final Terms may also provide that the Issuer's obligations under the relevant Covered Bonds to pay the Principal Amount Outstanding on the relevant Final Maturity Date may be deferred past the Final Maturity Date until the extended final maturity date (as specified in the Final Terms) (such date the **Extended Final Maturity Date**). In such case, such deferral will occur automatically if the Issuer fails to pay any amount representing 100 per cent of the nominal amount of the Covered Bonds on the Final Maturity Date, subject to any purchase and cancellation or early redemption thereof (the **Final Redemption Amount**) in respect of the relevant Series of Covered Bonds on their Final Maturity Date, provided that any amount representing the Final Redemption Amount due and remaining unpaid on the Final Maturity Date may be paid by the Issuer on any Interest Payment Date thereafter up to (and including) the relevant Extended Final Maturity Date. Interest will continue to accrue and be payable on any unpaid amounts on each Interest Payment Date up to the Extended Final Maturity Date in accordance with Condition 5 (*Interest*) and the Issuer (or the Servicer on its behalf) will make payments on each relevant Interest Payment Date and Extended Final Maturity Date. Subject to any purchase and cancellation or early redemption, the Covered Bonds will be redeemed on the Final Maturity Date at 100 per cent of their nominal amount.

Following service of a Notice of Default, any amount outstanding shall bear interest in accordance with Condition 7.9 (*Late Payment*).

Ratings

Each Series issued under the Programme will be assigned a rating by the Rating Agency.

Listing and admission to trading

Application has been made to the Luxembourg Stock Exchange to approve this document as a base prospectus. Application has also been made to the Luxembourg Stock Exchange for Covered Bonds issued under the Programme after the date hereof to be admitted to trading on the Euro MTF market of the Luxembourg Stock Exchange and to be listed on the Official List.

Covered Bonds may be unlisted or may be listed or admitted to trading, as the case may be, on other stock exchanges or markets agreed between the Issuer, the Trustee and the relevant Dealer(s) in relation to each issue. The Final Terms relating to each Tranche of the Covered Bonds will state whether or not the Covered Bonds are to be listed and/or admitted to trading and, if so, on which other stock exchanges or markets.

Clearing Systems

Euroclear Bank S.A./N.V. (**Euroclear**), and/or Clearstream Banking *société anonyme* (**Clearstream, Luxembourg**) in relation to any Series of Covered Bonds or any other clearing system as may be specified in the relevant Final Terms.

Selling Restrictions

There are restrictions on the offer, sale and transfer of the Covered Bonds in the United States, the European Economic Area (including the United Kingdom, the Hellenic Republic and Luxembourg), Switzerland and Japan and such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Covered Bonds. See "*Subscription and Sale*" below.

United States Selling Restrictions

Bearer Covered Bonds will be issued in compliance with U.S. Treasury Regulation §1.163-5(c)(2)(i)(D) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the U.S. Internal Revenue Code of 1986, as amended (the **Code**)) (the **D Rules**), unless (i) the relevant Final Terms state that the Bearer Covered Bonds are issued in compliance with U.S. Treasury Regulation §1.163-5(c)(2)(i)(C) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the Code) (the **C Rules**), or (ii) the Bearer Covered Bonds are issued other than in compliance with the D Rules or the C Rules but in circumstances in which the Bearer Covered Bonds will not constitute "registration required obligations" under the U.S. Tax Equity and Fiscal Responsibility Act of 1982 (**TEFRA**), which circumstances will be referred to in the relevant Final Terms as a transaction to which TEFRA is not applicable.

Greek Covered Bond Legislation

The Covered Bonds will be issued pursuant to the Greek Covered Bond Legislation.

For further information on the Greek Covered Bond Legislation, see "*Overview of the Greek Covered Bond Legislation*" below.

Governing law

The Servicing and Cash Management Deed, the Trust Deed, the Deed of Charge, the Agency Agreement, the Asset Monitor Agreement, the Bank Account Agreement, the Programme Agreement, each Custody

Agreement, each Subscription Agreement and each Hedging Agreement will be governed by, and construed in accordance with, English law.

The Covered Bonds will be governed by and construed in accordance with English law, save that the Statutory Pledge referred to in Condition 3 (*Status of the Covered Bonds*), will be governed by and construed in accordance with Greek law.

CREATION AND ADMINISTRATION OF THE COVER POOL

The Cover Pool

Pursuant to the Greek Covered Bond Legislation, the Issuer will be entitled to create the Statutory Pledge over the Cover Pool Assets.

By virtue of the Registration Statement(s) filed with the Athens Pledge Registry on or prior to the Issue Date for the first Series of Covered Bonds, the Issuer shall segregate the Cover Pool in connection with the issuance of Covered Bonds for the satisfaction of the rights of the Covered Bondholders and the other Secured Creditors. See "*Description of the Transaction Documents*" – "*The Servicing and Cash Management Deed*"

CHANGES TO THE COVER POOL

Optional changes to the Cover Pool

The Issuer shall be entitled, subject to filing a Registration Statement so providing and subject to the satisfaction of the requirements in the Servicing and Cash Management Deed, to allocate to the Cover Pool Additional Cover Pool Assets and/or remove or substitute Cover Pool Assets.

Any further assets added to the Cover Pool at the option of the Issuer in accordance with the above shall form part of the Cover Pool.

Upon any addition to the Cover Pool of any Additional Cover Pool Assets where the relevant transfer date is also an Issue Date or the Issuer ceases to have the Minimum Credit Rating, the Issuer shall deliver to the Trustee a solvency certificate stating that the Issuer is, at such time, solvent. See "*Description of the Transaction Documents – The Servicing and Cash Management Deed*".

Disposal of the Loan Assets

Following the occurrence of an Issuer Event (but before an Event of Default or service of a Notice of Default), the Servicer, or any person appointed by the Servicer, acting in the name and on behalf of the Issuer, or the Trustee, as the case may be, will be obliged to sell in whole or in part the Loan Assets in accordance with the provisions of the Servicing and Cash Management Deed. The proceeds from any such sale will be credited to the relevant Transaction Account and applied in accordance with the relevant Pre-Event of Default Priority of Payments.

In certain circumstances the Issuer shall have the right to prevent the sale of Loan Assets to third parties by removing the Loan Assets made subject to any sale from the Cover Pool and transferring within ten Athens Business Days from the receipt of an offer letter, to the relevant Transaction Account, an amount equal to the price set forth in such offer letter, subject to the provision of a solvency certificate.

See "*Description of the Transaction Documents – The Servicing and Cash Management Deed*".

Following the occurrence of an Event of Default and service of a Notice of Default, the Trustee may (and shall if so directed by the Covered Bondholders of each Series acting by way of Extraordinary Resolution and indemnified and/or secured and/or pre-funded to its satisfaction) be entitled to direct the Servicer to dispose of the Cover Pool. For the avoidance of doubt, the Cover Pool Assets shall include any Selected Loans which have previously been selected pursuant to the Servicing and Cash Management Deed for disposal in relation to any Series of Covered Bonds but which have not yet been sold.

Undertakings of the Issuer in respect of the Cover Pool

Pursuant to the Transaction Documents, the Issuer undertakes to manage the Cover Pool in the interest of the Covered Bondholders and the other Secured Creditors and undertakes to take in a timely manner any actions required in order to ensure that the servicing of the Loan Assets is conducted in accordance with the collection policy and recovery procedure applicable to the Issuer.

Representations and Warranties of the Issuer

Under the Servicing and Cash Management Deed, the Issuer has made and will make certain representations and warranties regarding itself and the Cover Pool Assets including, *inter alia*:

(i) its status, capacity and authority to enter into the Transaction Documents and assume the obligations expressed to be assumed by it therein;

(ii) the legality, validity, binding nature and enforceability of the obligations assumed by it;

(iii) the existence of the Cover Pool Assets and the absence of any lien attaching to the Cover Pool Assets;

(iv) its full, unconditional, legal title to the Cover Pool Assets; and

(v) the validity and enforceability against the relevant debtors of the obligations from which the Cover Pool Assets arise.

Individual Eligibility Criteria

Each Loan Asset to be included in the Cover Pool shall comply with the Individual Eligibility Criteria.

See "*Description of the Transaction Documents – The Servicing and Cash Management Deed*".

Monitoring of the Cover Pool

Prior to the occurrence of an Issuer Event, the Servicer shall verify on each Applicable Calculation Date that, as at the last calendar day of the calendar month immediately preceding such Applicable Calculation Date, the Cover Pool satisfies the following aggregate criteria:

(i) the Cover Pool satisfies the Nominal Value Test;

(ii) the Cover Pool satisfies the Net Present Value Test; and

(iii) the Cover Pool satisfies the Interest Cover Test,

(collectively, the **Statutory Tests** and each a **Statutory Test**).

Calculation Date means, the 10th day of each calendar month and if such day is not an Athens Business Day the first Athens

Business Day thereafter.

Applicable Calculation Date means:

(a) in respect of the Nominal Value Test, each Calculation Date; and

(b) in respect of the Net Present Value Test and the Interest Cover Test, each Calculation Date which falls in April, July, October and January of each year.

Statutory Tests

Pursuant to the Greek Covered Bond Legislation, the Cover Pool is subject to the Statutory Tests as set out in the Secondary Covered Bond Legislation and the Servicing and Cash Management Deed. Failure of the Issuer to cure a breach of any one of the Statutory Tests within five Athens Business Days will result in the Issuer not being able to issue further Covered Bonds. See "*Description of Transaction Documents – the Servicing and Cash Management Deed*".

Breach of Statutory Tests

If on any Applicable Calculation Date any one or more of the Statutory Tests being tested on such Applicable Calculation Date are not satisfied, the Issuer must take immediate action to cure any breach(es) of the relevant Statutory Tests.

The Issuer or (where Eurobank is not the Servicer) the Servicer, as the case may be will immediately provide written notification to the Trustee of any breach of any of the Statutory Tests.

In the event that the Issuer breaches any Statutory Test, the Issuer will not be permitted to issue any further Covered Bonds until such time as such Statutory Test breach has been cured.

Amortisation Test

In addition to the Statutory Tests and pursuant to the Servicing and Cash Management Deed, after the occurrence of an Issuer Event and so long as an Event of Default has not occurred the Cover Pool will be subject to an amortisation test (the **Amortisation Test**). The Amortisation Test is intended to ensure that the Cover Pool Assets are sufficient to meet the obligations under all Covered Bonds outstanding together with senior expenses that rank in priority or *pari passu* with amounts due on the Covered Bonds.

The Amortisation Test will be tested by the Servicer on each Calculation Date following an Issuer Event. A breach of the Amortisation Test will constitute an Event of Default, which will entitle the Trustee to serve a Notice of Default declaring the Covered Bonds immediately due and repayable and the Trustee may enforce the Security over the Charged Property.

The Servicer will immediately notify the Trustee of any breach of the Amortisation Test.

Amendment to definitions

The Servicing and Cash Management Deed will provide that the definitions of Individual Eligibility Criteria, Cover Pool, Cover Pool Asset, Statutory Test and Amortisation Test may be amended by the Issuer from time to time as a consequence of, *inter alia*, including in the Cover Pool, Cover Pool Assets which have characteristics other than those pertaining to the Initial

	Assets and/or changes to the hedging policies or servicing and collection procedures of Eurobank without the consent of the Trustee provided that the Rating Agency has provided confirmation in writing that the ratings on the Covered Bonds would not be adversely affected by, or withdrawn as a result of such amendment. The Servicing and Cash Management Deed shall set forth the conditions for any such amendment to be effected. See "*Description of the Transaction Documents – The Servicing and Cash Management Deed – Amendment to Definitions*".
Issuer Events	Prior to, or concurrent with, the occurrence of an Event of Default, if an Issuer Event occurs then (i) no further Covered Bonds will be issued, (ii) the Servicer (and the Issuer to the extent that Eurobank is no longer the Servicer) shall procure that any and all payments in respect of the Cover Pool Assets (excluding any Subsidy Payments) are henceforth directed into the relevant Third Party Collection Account and that all such amounts (including the Subsidy Payments) are transferred into the corresponding Transaction Account within 1 Athens Business Day of receipt, (iii) all collections of principal and interest on the Cover Pool Assets will be dedicated exclusively to the payment of interest and repayment of principal on the Covered Bonds and to the fulfilment of the obligations of the Issuer *vis-à-vis* the Secured Creditors in accordance with the relevant Priority of Payments, and (iv) if Eurobank is the Servicer, its appointment as Servicer will be terminated and a new servicer will be appointed pursuant to the terms of the Servicing and Cash Management Deed and the Covered Bond Legislation. See "*Terms and Conditions of the Covered Bonds – Condition 9 (Issuer Events)*" and "*Description of the Transaction Documents – The Servicing and Cash Management Deed*". However, for the avoidance of doubt, where the applicable Final Terms for a Series of Covered Bonds provides that such Covered Bonds are subject to an Extended Final Maturity Date, an Issuer Event shall not be deemed to have occurred where there has been a failure to pay the Principal Amount Outstanding on the Covered Bonds on the Final Maturity Date.
Authorised Investments	Pursuant to the Servicing and Cash Management Deed, the Servicer is entitled in its discretion prior to the occurrence of an Issuer Event to draw sums from time to time standing to the credit of the Transaction Accounts for effecting Authorised Investments. See "*Description of Transaction Documents – Servicing and Cash Management Agreement*"
Servicing and collection procedures	The Servicer will be responsible for the servicing of the Cover Pool, including, *inter alia*, for the following activities: (a) collection and recovery in respect of each Cover Pool Asset; (b) administration and management of the Cover Pool;

(c) management of any judicial or extra judicial proceeding connected to the Cover Pool;

(d) keeping accounting records of the amounts due and collected under the Loan Assets and the Hedging Agreements;

(e) preparation of quarterly reports (to be submitted to the Trustee, the Asset Monitor, each Swap Provider and the Rating Agency) on the amounts due by debtors, and on the collections and recoveries made in respect of the Loan Assets and Hedging Agreements; and

(f) carrying out the reconciliation of the amounts due and the amounts effectively paid by the debtors under the Loans on the relevant Cover Pool Payment Date.

ACCOUNTS AND CASH FLOW STRUCTURE:

Segregation Event and Collection Accounts

Prior to the occurrence of an Issuer Event, Eurobank will deposit within three Athens Business Day of receipt, all collections of interest, principal and any other monies it receives on the Cover Pool Assets (excluding any Subsidy Payments) and all moneys received from Marketable Assets and Authorised Investments, if any, included in the Cover Pool into, in respect of amounts denominated in Swiss francs, a segregated Swiss franc denominated account maintained at Eurobank (the **CHF Collection Account**) and, in respect of amounts denominated in euro, a segregated euro denominated account maintained at Eurobank (the **EUR Collection Account** and together with the CHF Collection Account, the **Collection Accounts**). Eurobank will not commingle any of its own funds and general assets with amounts standing to the credit of the Collection Accounts. For the avoidance of doubt, any cash amounts standing to the credit of the Collection Accounts shall not comprise part of the Cover Pool for purposes of the Statutory Tests.

All amounts deposited in, and standing to the credit of, the Collection Accounts shall constitute segregated property distinct from all other property of Eurobank pursuant to paragraph 9 of Article 152 and by virtue of an analogous application of paragraphs 14 through 16 of Article 10 of Greek Law 3156/2003.

Prior to a reduction in the long-term unsecured, unsubordinated and unguaranteed credit rating of Eurobank to or below the Minimum Credit Rating (such occurrence, a **Segregation Event**), Eurobank will be entitled to draw sums from time to time standing to the credit of the Collection Accounts in addition to any funds available to it for any purpose including to make payments on the Covered Bonds.

Following the occurrence of a Segregation Event, but prior to the occurrence of an Issuer Event, (i) all amounts deposited shall remain in the Collection Account for the benefit of the holders of the Covered Bonds and the other Secured Creditors and (ii) Eurobank shall only be entitled to withdraw Excess Amounts from the Collection Account.

If Eurobank's rating(s) are reinstated above the level at which a Segregation Event occurs and so long as no Issuer Event has occurred and is continuing, then Eurobank will be entitled to draw sums standing to the credit of the Collection Accounts and make payments on the Covered Bonds using any funds available to it.

Subsidy Payments means the aggregate of all amounts, which for the avoidance of doubt shall only be denominated in euro, actually received from the OAED, the Greek State and any other Greek State owned entity representing the Subsidised Interest Amounts in respect of the Subsidised Loans comprised in the Cover Pool.

Transaction Accounts

On or about the Programme Closing Date, a segregated Swiss franc denominated account was established with the Account Bank (the **CHF Transaction Account**) and a segregated euro denominated account was established with the Account Bank (the **EUR**

Transaction Account and together with the CHF Transaction Account, the **Transaction Accounts**). Prior to the occurrence of a Segregation Event or an Issuer Event, Eurobank will be entitled to withdraw amounts from time to time standing to the credit of the Transaction Accounts, if any, that are in excess of the sum of (i) any cash amounts required to satisfy the Statutory Tests and (ii) the Reserve Fund Required Amount. Following the occurrence of a Segregation Event, Eurobank shall no longer be entitled to withdraw moneys from the Transaction Accounts other than for purposes of making payments in accordance with the Pre-Event of Default Priority of Payments. If Eurobank's rating(s) are reinstated above the level at which a Segregation Event occurs, and so long as no Issuer Event has occurred, then Eurobank will be entitled from time to time to withdraw amounts standing to the credit of any of the Transaction Accounts equal to the amounts standing to the credit of such Transaction Account which are in excess of the sum of (i) any cash amounts required to satisfy the Statutory Tests and (ii) the Reserve Fund Required Amount.

Within two Athens Business Days of the occurrence of an Issuer Event, the Issuer shall transfer all amounts it has received in respect of any Cover Pool Assets (including any Subsidy Payments) to the CHF Transaction Account or the EUR Transaction Account (as appropriate).

Following an Issuer Event which is continuing, the Servicer (and the Issuer to the extent that Eurobank is no longer the Servicer) shall procure that (i) payments in respect of the Cover Pool Assets (excluding any Subsidy Payments) are directed into a Swiss franc denominated bank account opened in the name of the Issuer with a Greek credit institution or a Greek branch of a foreign credit institution which is an Eligible Institution (the **CHF Third Party Collection Account)** or a euro denominated bank account opened in the name of the Issuer with a Greek credit institution or a Greek branch of a foreign credit institution which is an Eligible Institution (the **EUR Third Party Collection Account**) (as appropriate) and that all such amounts are transferred into the CHF Transaction Account or the EUR Transaction Account (as appropriate) within 1 Athens Business Day of receipt and provide any requisite notices to procure that this occurs; and (ii) that all Euro denominated Subsidy Payments received from the OAED and/or the Greek State and/or any other Greek State owned entity in respect of any Subsidised Loans are deducted from the applicable Subsidy Bank Account and paid into the EUR Transaction Account within 1 Athens Business Day of receipt and provide any requisite notices to procure that this occurs. In respect of amounts transferred daily from the CHF Third Party Collection Account to the CHF Transaction Account, such amounts (with the exception of such CHF amounts which are used to make payments under any CHF denominated Covered Bonds or other liabilities secured by the Cover Pool and denominated in CHF, outstanding from time to time) shall be exchanged with the relevant Hedging Provider on the relevant payment date, when the euro amounts received under the Hedging Agreements shall be transferred henceforth to the EUR Transaction Account.

Following an Issuer Event the Transaction Accounts will be used for the crediting of, *inter alia*, moneys received in respect of the Cover Pool Assets included in the Cover Pool or to effect a payment in respect of the Covered Bonds (See "*Description of Transaction Documents – The Servicing and Cash Management Deed*") including the following amounts:

(a) any amounts standing to the credit of the Collection Accounts (or any Third Party Collection Accounts);

(b) any amounts required to be paid to the Reserve Ledger;

(c) any amounts received by the Issuer in respect of the Loan Assets and the Marketable Assets;

(d) (in the case of the EUR Transaction Account only) any Subsidy Payments received from the OAED and/or the Greek State and/or any other Greek State owned entity;

(e) any amounts credited by the Issuer for effecting payments on the Covered Bonds;

(f) all/any amounts received deposited by the Issuer when effecting optional substitution of Cover Pool Assets (including any amount deposited by the Issuer to prevent a sale of the Loan Assets to a third party);

(g) any amounts transferred by the Servicer in connection with the sale of Cover Pool Assets;

(h) any amounts paid to the Issuer by the Hedging Counterparties under the Hedging Agreements, which for the avoidance of doubt shall not include any amounts paid into any Swap Collateral Account; and

(i) any amounts deriving from maturity or liquidation of Authorised Investments carried out by the Servicer in accordance with the terms of the Servicing and Cash Management Deed.

The Issuer (or the Servicer on its behalf) will maintain records in relation to the Transaction Accounts in accordance with the Transaction Documents.

The Transaction Accounts will be maintained with the Account Bank for as long as the Account Bank is an Eligible Institution.

Event of Default

If one of the following events occurs and is continuing (an **Event of Default**):

(a) on the Final Maturity Date or Extended Final Maturity Date, as applicable, in respect of any Series of Covered Bonds or on any Interest Payment Date or any earlier date for redemption on which principal thereof is due and repayable, there is a failure to pay any amount of principal due on such Covered Bonds on such date and such default is not remedied within a period of 14 days from the due date thereof;

(b) on any Interest Payment Date, a default in the payment of the amount of interest due on any Series occurs and such default is not remedied within a period of 14 days from the due date thereof; or

(c) breach of the Amortisation Test pursuant to the Servicing and Cash Management Deed on any Calculation Date following an Issuer Event,

then the Trustee shall, upon receiving notice in writing from the Principal Paying Agent or any Covered Bondholder, or in respect of (c), the Servicer, of such Event of Default, serve a notice (a **Notice of Default**) on the Issuer.

However, for the avoidance of doubt, where the applicable Final Terms for a Series of Covered Bonds provides that such Covered Bonds are subject to an Extended Final Maturity Date, an Event of Default shall not be deemed to have occurred where there has been a failure to pay the Principal Amount Outstanding on the Covered Bonds on the Final Maturity Date.

Following the service of a Notice of Default, the Covered Bonds of each Series shall become immediately due and payable.

Following the occurrence of an Event of Default, the Trustee shall be entitled to direct the Servicer to dispose of the Cover Pool Assets. See "*Description of the Transaction Documents – the Servicing and Cash Management Deed*".

Priority of Payments prior to the delivery of a Notice of Default

At any time upon or after the occurrence of any Issuer Event but prior to the delivery of a Notice of Default, the Servicer shall apply all Covered Bonds Available Funds on each Cover Pool Payment Date in making the following payments and provisions in the following order of priority (the **Pre Event of Default Priority of Payments**) (in each case only if and to the extent that payments of a higher priority have been made in full):

(i) *first*, in or towards satisfaction of all amounts then due and payable or to become due and payable prior to the next Cover Pool Payment Date to the Trustee or any Appointee (including, remuneration or amounts by way of indemnity payable to it) under the provisions of the Trust Deed or any other Transaction Document together with interest and applicable VAT (or other similar taxes) thereon to the extent provided therein;

(ii) *second*, *pari passu* and *pro rata* according to the respective amounts thereof to pay any additional fees, costs, expenses and taxes due and payable on the Cover Pool Payment Date, or to provide for all such amounts that will become due and payable prior to the next Cover Pool Payment Date, properly incurred in respect of any notice to be given to any parties in accordance with any of the Transaction Documents or to the Covered Bondholders;

(iii) *third, pari passu* and *pro rata* according to the respective amounts thereof, to pay (i) all amounts due and payable on the Cover Pool Payment Date, or to provide for all such amounts that will become due and payable prior to the next Cover Pool Payment Date, to the Account Bank, the Custodian and the Agents under the Bank Account

Agreement, the Custody Agreement and the Agency Agreement, respectively and (ii) to the Servicer an amount representing the cost of Levy in respect of such Loans received from Borrowers, such amount to be used by the Servicer towards satisfaction of the Issuer's obligation to pay any Levy;

(iv) *fourth*, *pari passu* and *pro rata* according to the respective amounts thereof to pay all amounts due and payable on the Cover Pool Payment Date, or to provide for all such amounts that will become due and payable prior to the next Cover Pool Payment Date (and for which payment has not been provided for elsewhere in the relevant Priorities of Payments), to any Secured Creditors other than the Covered Bondholders, Couponholders, the Agents, the Account Bank, the Custodian, the Trustee and any Appointee and other than any amount due to be paid, or that will become due and payable prior to the next Cover Pool Payment Date, to the Hedging Counterparties under the Hedging Agreements;

(v) *fifth*, *pari passu* and *pro rata*, according to the respective amounts thereof (a) to pay all amounts of interest due and payable on the Cover Pool Payment Date, or to provide for all such amounts that will become due and payable prior to the next Cover Pool Payment Date, on any Covered Bonds and (b) to pay any amounts due and payable on the Cover Pool Payment Date, or to provide for all such amounts that will become due and payable prior to the next Cover Pool Payment Date, under any Hedging Agreement other than Subordinated Termination Payments to any Hedging Counterparties under any such Hedging Agreements;

(vi) *sixth*, for as long as any Covered Bonds remain outstanding, to credit the Reserve Ledger with an amount equal to the difference between the Reserve Ledger Required Amount and the amount standing to the credit of the Reserve Ledger after having made the payments under paragraphs (i) to (v) above;

(vii) *seventh*, *pari passu* and *pro rata* according to the respective amounts thereof to pay all amounts of principal due and payable on the Cover Pool Payment Date, or to provide for all such amounts that will become due and payable prior to the next Cover Pool Payment Date (if any), on any Covered Bonds;

(viii) *eighth*, for so long as any Covered Bonds remain outstanding, any remaining Covered Bonds Available Funds will remain standing to the credit of a Transaction Account, or, as applicable, be deposited in a Transaction Account;

(ix) *ninth*, to pay *pari passu* and *pro rata*, according to the respective amounts thereof, any amount due and payable on the Cover Pool Payment Date, or to provide for all such amounts that will become due and payable prior to the next Cover Pool Payment Date to any Hedging Counterparties which are Subordinated Termination Payments; and

(x) *tenth*, to pay any excess to the Issuer.

Subordinated Termination Payment means, subject as set out below, any termination payments due and payable to any Hedging Counterparty under a Hedging Agreement where such termination results from (a) an Additional Termination Event "*Ratings Event*" as specified in the schedule to the relevant Hedging Agreement, (b) the bankruptcy of the relevant Hedging Counterparty, or (c) any default and/or failure to perform by such Hedging Counterparty under the relevant Hedging Agreement save in the circumstances set out in (a) or (b) above, other than the amount of any termination payment due and payable to such Hedging Counterparty in relation to the termination of such transaction to the extent of any premium received by the Issuer from a replacement hedging counterparty.

Priority of Payments following the delivery of a Notice of Default

Following delivery of a Notice of Default, all funds deriving from the Cover Pool Assets or the Transaction Documents or which are standing to the credit of the Transaction Account shall be applied on any Athens Business Day in accordance with the following order of priority of payments (the **Post Event of Default Priority of Payments** and, together with the Pre-Event of Default Priority of Payments, the **Priorities of Payments** and, each of them a **Priority of Payments**) (in each case only if and to the extent that payments of a higher priority have been made in full) provided that any such amount has not been paid by the Issuer using funds not forming part of the Cover Pool:

(i) *first*, to pay any Indemnity to which the Trustee or any Receiver or any Appointee is entitled pursuant to the Trust Deed or the Deed of Charge and any costs and expenses incurred by or on behalf of the Trustee or any Receiver or any Appointee (a) following the occurrence of a Potential Event of Default or an Issuer Event or in connection with or as a result of serving on the Issuer a Notice of Default (to the extent that any such amounts have not yet been paid out of the Covered Bond Available Funds before the delivery of a Notice of Default) and (b) following the delivery of a Notice of Default in connection with or as a result of the enforcement or realisation of (A) the security granted under the Statutory Pledge and the Deed of Charge and/or (B) any other right or remedy that the Trustee is entitled or required to pursue under or in connection with the Transaction Documents and/or the Covered Bonds for the purpose of protecting the interests of the Covered Bondholders and/or the other Secured Creditors;

(ii) *second*, *pari passu* and *pro rata* according to the respective amounts thereof, (a) to pay all amounts of interest and principal due and payable on any Covered Bonds, (b) to pay any additional fees, costs, expenses and taxes due and payable in connection with any notice to be given to any parties in accordance with any of the Transaction Documents or to the Covered Bondholders, (c) to pay all amounts due and payable to the Secured Creditors, other than the Covered Bondholders and (d) to pay any amounts due and payable under any Hedging Agreement other than the Subordinated Termination Payments to any Hedging Counterparties under any such Hedging Agreements;

(iii) *third*, to pay *pari passu* and *pro rata*, according to the respective amounts thereof, any Subordinated Termination Payment due and payable to any Hedging Counterparties; and

(iv) *fourth*, following the payment in full of all items under (i) to (iii) above, to pay all excess amounts (if any) to the Issuer.

Indemnity means any indemnity amounts due to the Trustee pursuant to the Trust Deed, the Deed of Charge or otherwise, including (without limitation) Clause 14 of the Trust Deed.

Servicing and Cash Management Deed

Under the terms of the Servicing and Cash Management Deed entered into originally on the Programme Closing Date between the Issuer, the Trustee and the Servicer (the **Servicing and Cash Management Deed**), the Servicer has been authorised, subject to the conditions specified therein, to administer the cash flows arising from the Cover Pool.

The Servicing and Cash Management Deed sets forth the terms and conditions upon which the Servicer shall be required to administer the Cover Pool Assets.

Pursuant to the Servicing and Cash Management Deed, the Servicer has undertaken to prepare and deliver certain reports in connection with the Loan Assets. Pursuant to the Servicing and Cash Management Deed, the Servicer will agree to perform certain obligations in connection with the management of the Cover Pool.

The Servicing and Cash Management Deed contains provisions under which the Issuer shall be obliged, upon the terms and subject to the conditions specified therein, to appoint an appropriate entity to perform the Servicing and Cash Management Activities to be performed by the Servicer.

Programme Closing Date means 9 April 2010.

See "*Description of the Transaction Documents – The Servicing and Cash Management Deed*".

Asset Monitor Agreement

Under the terms of the asset monitor agreement entered into on the Programme Closing Date between the Asset Monitor, the Servicer, the Issuer and the Trustee (the **Asset Monitor Agreement**), the Asset Monitor has agreed to carry out various testing and notification duties in relation to the calculations performed by the Servicer in relation to the Statutory Tests and, if required, the Amortisation Test.

Trust Deed

Under the terms of the Trust Deed entered into originally on the Programme Closing Date between the Issuer and the Trustee, the Trustee will be appointed to act as the Covered Bondholders' representative in accordance with paragraph 2 of Article 152.

Deed of Charge

The Issuer shall assign its rights arising under the Hedging Agreements and any other Transaction Document governed by English law to the Trustee (on trust for itself and on behalf of the Covered Bondholders and the other Secured Creditors) in accordance with a deed of charge (the **Deed of Charge**).

In addition, the Covered Bondholders and the other Secured Creditors have agreed that, upon the occurrence of an Issuer Event, all the Covered Bonds Available Funds will be applied in or towards satisfaction of all the Issuer's payment obligations towards the Covered Bondholders and the other Secured Creditors, in accordance with the terms of the Servicing and Cash Management Deed and the relevant Priority of Payments.

The Trustee has been authorised, in accordance with the Servicing and Cash Management Deed, subject to a Notice of Default being delivered to the Issuer following the occurrence of an Event of Default, to exercise, in the name and on behalf of the Issuer, all the Issuer's rights arising out of the Transaction Documents to which the Issuer is a party.

The Deed of Charge is governed by English Law.

Agency Agreement

Under the terms of an agency agreement entered into originally on the Programme Closing Date between the Issuer, the Agents and the Trustee (the **Agency Agreement**), the Agents have agreed to provide the Issuer with certain agency services and the Paying Agents have agreed, *inter alia*, to make available for inspection such documents as may be required from time to time by the rules of the Luxembourg Stock Exchange and to arrange for the publication of any notice to be given to the Covered Bondholders.

Bank Account Agreement

Under the terms of the bank account agreement entered into originally on the Programme Closing Date between the Account Bank, the Servicer, the Issuer and the Trustee (the **Bank Account Agreement**), the Account Bank has agreed to operate the Transaction Accounts and a cash collateral account to hold cash collateral posted by a relevant Hedging Counterparty pursuant to the terms of a relevant Hedging Agreement (the **Swap Cash Collateral Account** and together with the Transaction Accounts, the **Cash Bank Accounts**) opened in accordance with the terms of any Hedging Agreement and the Bank Account Agreement and the instructions given by the Servicer.

Custody Agreement

Under the terms of the custody agreement entered into originally on or about the Programme Closing Date between the Issuer, the Servicer, the Custodian and the Trustee (the **Custody Agreement**), the Custodian has agreed to operate a securities collateral account to hold securities collateral posted by a relevant Hedging Counterparty pursuant to the terms of a relevant Hedging Agreement (the **Swap Securities Collateral Account**, together with the Swap Cash Collateral Account, the **Swap Collateral Accounts** and together with the Cash Bank Accounts, the **Bank Accounts**) opened in accordance with the terms of any Hedging Agreement and the Custody Agreement and the instructions given by the Servicer.

Hedging Agreements

The Issuer may, from time to time during the Programme, enter into Interest Rate Swap Agreements, FX Swap Agreements and Covered Bond Swap Agreements (together the **Hedging Agreements**) with one or more Hedging Counterparties for the purpose of, *inter alia*, mitigating certain risks (including, but not limited to, interest rate, liquidity, currency and credit) related to the Loan Assets and/or the Covered Bonds. In accordance with the terms set forth in the Servicing and Cash Management Deed, the Issuer may include the claims of the Issuer arising from the Hedging Agreements, together with the cash flows deriving therefrom, in the Cover Pool provided that, *inter alia,* the terms and conditions of such Hedging Agreements shall not adversely affect the ratings of the then outstanding Covered Bonds.

The Hedging Agreements shall be governed by English Law.

The Issuer's rights arising from any Hedging Agreement(s) will be included as part of the Cover Pool at the Issuer's discretion.

Transaction Documents

The Servicing and Cash Management Deed, the Programme Agreement, each Subscription Agreement, the Agency Agreement, the Trust Deed, the Deed of Charge, the Bank Account Agreement, the Asset Monitor Agreement, the Master Definitions and Construction Schedule, the Custody Agreement, each of the Final Terms, each Registration Statement, the Conditions, the Covered Bonds, the Coupons, the Hedging Agreements, any agreement entered into with a new Servicer, together with any additional document entered into in respect of the Covered Bonds and/or the Cover Pool and designated as a Transaction Document by the Issuer and the Trustee, are together referred to as the **Transaction Documents**.

Subscription Agreement means an agreement supplemental to the Programme Agreement (by whatever name called) in or substantially in the form set out in the Programme Agreement or in such other form as may be agreed between the Issuer and the Lead Manager or one or more Dealers (as the case may be).

Investor Report

On each Cover Pool Payment Date (each an **Investor Report Date**), the Servicer will produce an investor report (the **Investor Report**), which will contain information regarding the Covered Bonds and the Cover Pool Assets, including statistics relating to the financial performance of the Cover Pool Assets. Such report will be available to the prospective investors in the Covered Bonds and to Covered Bondholders at the offices of Paying Agent, on Bloomberg and on the website www.eurobank.gr.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents which have previously been published and have been filed with the Luxembourg Stock Exchange shall be incorporated by reference in, and form part of, this Base Prospectus and are available on the website of the Luxembourg Stock Exchange (www.bourse.lu):

(a) the reviewed interim consolidated financial statements of the Issuer as of and for the period 20 March 2020 to 30 June 2020 (the "Issuer's Interim Consolidated Financial Statements"), including the information set out at the following pages of the Issuer's 'interim consolidated financial statements for the period 20 March 2020 to 30 June 2020' available at https://www.eurobank.gr/-/media/eurobank/omilos/enimerosi-ependuton/navigational/oikonomika-apotelesmata/a-eksamino-2020/en-bank-consol-ir-2q-2020.pdf:

Independent Auditor's Report on Review of Condensed Interim Financial Information (on the Interim Consolidated Financial Statements	Section I
	Section II
Interim Consolidated Balance Sheet ……………………………...	page 1
Interim Consolidated Income Statement…………………….…….	page 2
Interim Consolidated Statement of Comprehensive Income……	page 3
Interim Consolidated Statement of Changes in Equity…………..	page 4
Interim Consolidated Cash Flow Statement…………………….....	page 5
Selected Explanatory Notes to the Interim Consolidated Financial Statements…………………………………….………………………	pages 6-41

(b) (i) the unaudited interim consolidated financial statements of Eurobank Holdings as of and for the nine months ended 30 September 2020 (the "Group's Interim Financial Statements"), available at https://www.eurobankholdings.gr/-/media/holding/omilos/grafeio-tupou/etairikes-anakoinoseis/2020/3q-2020/3q-2020-consolidated-eng.pdf

Interim Consolidated Balance Sheet ……………………………...	Page 1 of the pdf
Interim Consolidated Income Statement…………………….…….	page 2 of the pdf
Interim Consolidated Statement of Comprehensive Income……	page 3 of the pdf
Interim Consolidated Statement of Changes in Equity…………..	page 4 of the pdf
Interim Consolidated Cash Flow Statement…………………….....	page 5 of the pdf
Selected Explanatory Notes to the Condensed Consolidated Interim Financial Statements……………………………………….…	pages 6-54 of the pdf

(c) The Report of the Directors for the six months ended 30 June 2020 (the "Directors' Report") of Eurobank Holdings included at pages 5-25 of Eurobank Holdings' 'Financial Report for the period from 1 January to 30 June 2020 available at https://www.eurobankholdings.gr/-/media/holding/omilos/grafeio-tupou/etairikes-anakoinoseis/2020/2q-2020/report2020t2.pdf

(d)

(i) the audited consolidated annual financial statements of Eurobank Holdings, formerly known as Eurobank Ergasias S.A. (see "Demerger" above), as of and for each of the financial years ended 31 December 2018 (the "2018 Consolidated Financial Statements") and 31 December 2019 (the "2019 Consolidated Financial Statements"), as contained within Part IV (Consolidated Financial statements for the year ended 31 December 2018) of the Eurobank Ergasias S.A. Annual Financial Report for the Year Ended 31 December 2018 (the "2018 Annual Report") and Part IV (Consolidated Financial Statements for the year ended 31 December 2019) of the Eurobank Ergasias S.A. Annual Financial Report for the Year Ended 31 December 2019 (the "2019 Annual Report"), respectively, in each case prepared in accordance with International Financial Reporting Standards, as adopted by the European Union ("IFRS");

(ii) the Independent Auditors' Report for the financial year ended 31 December 2018, as contained within pages 1-8 of Part III (Independent Auditor's Report (on the Consolidated Financial Statements)) of the 2018 Annual Report; and

(iii) the Independent Auditors' Report for the financial year ended 31 December 2019, as contained within pages 1-9 of Part III (*Independent Auditors' Report (on the Consolidated Financial Statements)*) of the 2019 Annual Report,

including the information set out at the following pages of the 2018 Annual Report available at https://www.eurobank.gr/-/media/eurobank/omilos/enimerosi-ependuton/enimerosi-metoxon-eurobank/oikonomika-apotelesmata-part-01/2018/etisia-oikonomiki-ekthesi-eng.pdf and 2019 Annual Report available at https://www.eurobankholdings.gr/-/media/holding/omilos/enimerosi-ependuton/enimerosi-metoxon-eurobank/oikonomika-apotelesmata-part-01/2020/fy-2019/annual-financial-report-2019.pdf, respectively:

	2018	*2019*
Independent Auditors' Report	pages 51-58 of the pdf	pages 54-62 of the pdf
Consolidated Balance Sheet	page 1 (page 64 of the pdf)	page 1 (page 67 of the pdf)
Consolidated Income Statement	page 2 (page 65 of the pdf)	page 2 (page 68 of the pdf)
Consolidated Statement of Comprehensive Income	page 3 (page 66 of the pdf)	page 3 (page 69 of the pdf)
Consolidated Statement of Changes in Equity	page 4 (page 67 of the pdf)	page 4 (page 70 of the pdf)
Consolidated Cash Flow Statement	page 5 (page 68 of the pdf)	page 5 (page 71 of the pdf)
Notes to the Consolidated Financial Statements	pages 6-137 (pages 69-222 of the	pages 6-111 (pages 72-223 of the

pdf)	pdf)

Any information not referred to in the cross-reference lists above but included in the documents incorporated by reference is given for information purposes only. Any non-incorporated parts of a document referred to herein are either deemed not relevant for an investor or are otherwise covered elsewhere in this Base Prospectus. Any documents themselves incorporated by reference in the documents incorporated by reference in this Base Prospectus shall not form part of this Base Prospectus.

(iii) the sections entitled "*Terms and Conditions of the Covered Bonds*" set out on pages 60 to 95 (inclusive) of the offering circular dated 9 April 2010 and pages 82-122 (inclusive) of the Base Prospectus dated 29 February 2016 and pages 80-115 (inclusive) of the Base Prospectus dated 23 February 2017, and pages 87-122 (inclusive) of the Base Prospectus dated 28 February 2018 respectively (for the avoidance of doubt, the applicable Final Terms for a Series or Tranche of Covered Bonds will indicate the Terms and Conditions applicable to such Series or Tranche and unless otherwise indicated in the applicable Final Terms, the Terms and Conditions of all Covered Bonds issued after the date hereof shall be those set out in full in this Base Prospectus). The remaining portions of the offering circulars dated 9 April 2010 and 29 February 2016 and the Base Prospectuses dated 23 February 2017 and 28 February 2018 are not relevant for prospective investors.

Following the publication of this Base Prospectus, a supplement to this Base Prospectus may be prepared by the Issuer and approved by the Luxembourg Stock Exchange. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Base Prospectus or in a document which is incorporated by reference in this Base Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

Copies of documents incorporated by reference in this Base Prospectus can be obtained from the registered office of the Issuer and from the specified offices of the Paying Agents for the time being in London and Luxembourg.

The documents incorporated by reference in this Base Prospectus may also be viewed on the website of the Issuer at https://www.eurobank.gr/ (this uniform resource locator (URL) is an inactive textual reference only and is not intended to incorporate this website into this Base Prospectus).

The Issuer will, in the event of any significant new factor, material mistake or inaccuracy relating to information included in this Base Prospectus which is capable of affecting the assessment of any Covered Bonds, prepare a supplement to this Base Prospectus or publish a new Base Prospectus for use in connection with any subsequent issue of Covered Bonds.

Any websites the links to which are included in this Base Prospectus are for information purposes only and shall not be incorporated by reference in and do not form part of this Base Prospectus.

Eurobank Holdings Alternative Performance Measures and other non-IFRS financial information

Alternative performance measures

This section sets out certain financial information which has not been prepared in accordance with IFRS or any other generally accepted accounting principles and which constitute alternative performance measures ("APMs") as defined in the ESMA Guidelines on Alternative Performance Measures published by the European Securities and Markets Authority. None of this financial information is subject to any audit or review by independent auditors.

These APMs are widely used by financial institutions and should not be considered as substitutes for financial measures calculated in accordance with IFRS. Other companies may calculate non-IFRS measures differently than the Group. Because all companies do not calculate non-IFRS measures in the same manner, the Group's presentation of non-IFRS measures may not be comparable to other similarly titled measures of other entities.

The table below sets out the Group's APMs, which were calculated on the basis of the Group's Interim Financial Statements.

Alternative Performance Measures(1)

	Nine months ended 30 September	
€m	**2020**	**2019**
Pre-Provision Income (PPI) (2)	899	701
Core Pre-provision Income (Core PPI)	648	617
Net Interest Margin (NIM)	2.05%	2.25%
Fees and commissions	275	250
Income from trading and other activities (2)	250	85
Cost to Income ratio	41.9%	48.6%
Adjusted net profit	348	161
NPEs ratio	14.9%	31.1%
NPEs Coverage ratio	62.5%	55.1%
NPEs formation	(128)	(515)
90dpd ratio	11.7%	24.9%
90dpd Coverage ratio	79.7%	68.6%
Provisions (charge) to average Net Loans ratio (Cost of Risk)	1.51%	1.80%
Loans to Deposits ratio	80.1%	87.3%
Tangible Book Value	4,953	6,128
Tangible Book Value per share	1.34	1.65

Source: Group's Interim Financial Statements for the period ended 30 September 2020 (Figures for the period ended 30 September 2019 have been derived from the comparative figures from the Group's Interim Financial Statements) and data processing by Eurobank.

(1) *In the Group's Interim Financial Statements, the comparative information has been restated due to a change in accounting policy for investment property performed in 2019 (note 2).*

(2) *Excluding the gain on FPS disposal*

In the following table are set out the components of the calculation of the above APMs, which are derived from the Group's Interim Financial Statements:

Components of Alternative Performance Measures

	2020	2019[1]

Total Operating income excluding gain on FPS disposal	1,546	1,365
Total Operating expenses	(647)	(664)
Restructuring costs after tax	(95)	(64)
Gain on FPS disposal (before tax)	219	-
Gain on FPS disposal (after tax)	173	-
Loss on Cairo transaction	(1,509)	-
Non performing exposures (NPEs)	6,067	13,833
Cumulative Impairment Allowance for loans and advances to customers	3,734	7,565
Cumulative impairment allowance for credit related commitments	60	53
90dpd loans	4,760	11,099
Impairments losses relating to loans and advances	(427)	(493)
Due to customers	46,156	42,308
Gross Loans and advances to customers at amortized cost	40,694	44,406
Net loans and advances to customers at amortized cost	36,988	36,977
Average balance of loans and advances to customers at amortized cost(2)	37,574	36,544
Average balance of continued operations total assets	66,256	61,018

Source: Group's Interim Financial Statements for the period ended 30 September 2020 (Figures for the period ended 30 September 2019 have been derived from the comparative figures from the Group's Interim Financial Statements) and data processing by Eurobank.

(1) *In the Group's Interim Financial Statements, the comparative information has been restated due to a change in accounting policy for investment property performed in 2019 (note 2).*

(2) *The average balance of loans and advances measured at amortized cost, has been calculated as the arithmetic average of their balances at the end of the reporting period (30 September 2020 €36,960m) at the end of the interim quarters (30 June 2020 €38,267m, including loans classified as held for sale €2,341m and Cairo loss €1,509m), and31 March 2020 €37,763m) and at the end of the previous period (31 December 2019 €37,307m). The respective amount for the balances as at 30 September 2019: €36,915m and as 31 December 2018:€36,173m.*

The calculation of the above ratios and figures is provided below:

Pre-provision Income (PPI)	Profit from operations before impairments, provisions and restructuring costs as disclosed in the financial statements for the reported period.
Core Pre-provision Income (Core PPI)	The total of net interest income, net banking fee and commission income and Income from non-banking services minus the operating expenses of the reported period.
Net Interest Margin (NIM)	The net interest income of the reported period, annualized and divided by the average balance of continued operations' total assets (the arithmetic average of total assets, excluding discontinuing operations' , at the end of the reported period, at the end of the interim quarters (for 2020) and at the end of the previous period).
Fees and commissions	The total of net banking fee and commission income and Income from non-banking services of the reported period.
Income from trading and other activities	The total of net trading income, gains less losses from investment securities and other income/ (expenses) of the reported period.
Adjusted net profit	Net profit from continuing operations after deducting restructuring costs, goodwill impairment and gains/losses related to the transformation plan, net of tax.
Cost to Income ratio	Total operating expenses divided by total operating income.
Non Performing Exposures (NPEs)	Non Performing Exposures (in compliance with EBA Guidelines) are the Group's material exposures which are more than 90 days past-due or for which the debtor is assessed as unlikely to pay its credit obligations in full without realization of collateral, regardless of the existence of any past due amount or the number of days past due. The NPEs, as reported herein, refer to the gross loans at amortized cost, except for those that have been classified as held for sale.
NPEs ratio	Non Performing Exposures (NPEs) divided by gross loans and advances to customers at amortized cost at the end of the reported period.
NPEs Coverage ratio	Impairment allowance for loans and advances to customers, including impairment allowance for credit related commitments (off balance sheet items) divided by NPEs at the end of the reported period.
NPEs formation	Net increase/decrease of NPEs at amortized cost in the reported period excluding the impact of write offs, sales and other movements.
90dpd loans	Loans and advances to customers which are more than 90 days past-due, before provisions, measured at amortized cost.
90 dpd ratio	Gross loans and advances to customers at amortized cost more than 90 days past-due divided by gross loans and advances to customers at amortized cost at the end of the reporting period.
90 dpd Coverage ratio	Impairment allowance for loans and advances to customers, including impairment allowance for credit related commitments (off balance sheet items) divided by gross loans at amortized cost more than 90 days past due at the end of the reported period
Provisions (charge) to average Net Loans ratio (Cost of Risk)	Impairment losses relating to loans and advances charged in the reported period, annualized and divided by the average balance of loans and advances to customers at amortized cost (the arithmetic average of loans and advances to customers at amortized cost, included those that have been classified as held for sale at the beginning and at at the end of the reported period as well as at the end of interim quarters).
Loans to Deposits ratio	Net Loans and advances to customers at amortized cost divided by due to customers at the end of the reported period.
Tangible Book Value	Total equity excluding preference shares, preferred securities and non-controlling interests minus intangible assets.
Tangible Book Value/Share	Tangible book value divided by outstanding number of shares as at period end excluding own shares.

2. Measures provided by the Regulatory Framework

In the following table are set out the Group's ratios and measures:

Regulatory Framework Measures

	As at 30 September	
€m	**2020**	**2019**
Total Capital Adequacy ratios [(1)]	15.6%	18.6%
Common Equity Tier 1 (Capital ratio) [(1)]	13.2%	16.3%
Fully Loaded Common Equity Tier 1[(1)]	11.2%	14.1%
Risk Weighted Assets[(1)]	39,801	41,596

Source: Group's Interim Financial Statements for the period ended 30 September 2020 (Figures for the period ended 30 September 2019 have been derived from the comparative figures from the Group's Interim Financial Statements) and data processing by Eurobank.
[(1)] *Note: pro-forma with the derecognition of the Cairo loans*

The calculation of the above ratios and figures is provided below:

Total Capital Adequacy ratio	Total regulatory capital as defined by Regulations (EU) No 575/2013, No 2017/2395,No 2019/876 and No 2020/873 based on the relevant transitional rules for the reported period divided by total Risk Weighted Assets (RWAs)
Phased in Common Equity Tier 1 (CET1 capital ratio)	Common Equity Tier I regulatory capital as defined by Regulations (EU) No 575/2013 No. 2017/2395, No 2019/876 and No 2020/873 based on the transitional provisions for the reported period divided by total Risk-Weighted Assets (RWAs).
Fully loaded Common Equity Tier I (CET1 capital ratio – Fully loaded)	Common Tier I regulatory capital as defined by Regulations (EU) No 575/2013, No 2017/2395, No 2019/876 and No 2020/873 without the application of the relevant transitional provisions divided by total Risk-Weighted Assets (RWAs).
Risk Weighted Assets – (RWAs)	Risk-Weighted Assets are the Group's assets and off-balance-sheet exposures, weighted according to risk factors based on Regulation (EU) No 575/2013, No 2019/876 and No 2020/873 taking into account credit, market and operational risk.

TERMS AND CONDITIONS OF THE COVERED BONDS

The following are the Terms and Conditions of the Covered Bonds which will be attached to each Global Covered Bond (as defined below) and each Definitive Covered Bond (as defined below), in the latter case only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the Issuer and the relevant Dealer at the time of issue but, if not so permitted and agreed, such Definitive Covered Bond will have endorsed thereon or attached thereto such Terms and Conditions. The applicable Final Terms in relation to any Series or Tranche of Covered Bonds may include information which shall, to the extent applicable, complete the following Terms and Conditions for the purpose of such Covered Bonds. The applicable Final Terms (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Covered Bond and Definitive Covered Bond. Reference should be made to "Form of the Final Terms" for a description of the content of Final Terms which will specify which of such terms are to apply in relation to the relevant Covered Bonds.

This Covered Bond is one of a Series (as defined below) of Covered Bonds issued by Eurobank S.A. (the **Issuer**) pursuant to the Trust Deed (as defined below).

References herein to the Covered Bonds shall be references to the Covered Bonds of this Series and shall mean:

(a) in relation to any Covered Bonds represented by a global Covered Bond (a **Global Covered Bond**), units of the lowest denomination specified in the relevant Final Terms (**Specified Denomination**) in the currency specified in the relevant Final Terms (**Specified Currency**);

(b) any Global Covered Bond; and

(c) any definitive Covered Bonds in bearer form (**Bearer Definitive Covered Bonds**) issued in exchange for a Global Covered Bond in bearer form; and

(d) any definitive Covered Bonds in registered form (**Registered Definitive Covered Bonds** and, together with Bearer Definitive Covered Bonds, **Definitive Covered Bonds**) (whether or not issued in exchange for a Global Covered Bond in registered form).

The Covered Bonds and the Coupons (as defined below) are constituted by a trust deed (such trust deed as amended and/or supplemented and/or restated from time to time, the **Trust Deed**) dated the Programme Closing Date and made between *inter alios* the Issuer and The Bank of New York Mellon (International) Limited (the **Trustee**, which expression includes the trustee or trustees for the time being of the Trust Deed) as trustee for the Covered Bondholders.

The Covered Bonds and the Coupons have the benefit of an agency agreement (such agency agreement as amended and/or supplemented and/or restated from time to time, the **Agency Agreement**) dated the Programme Closing Date and made between *inter alios* the Issuer, The Bank of New York Mellon, London Branch as principal paying agent (the **Principal Paying Agent**, which expression shall include any successor principal paying agent), the other paying agents named therein (together with the Principal Paying Agent, the **Paying Agents**, which expression shall include any additional or successor paying agents) and The Bank of New York Mellon SA/NV, Luxembourg Branch as registrar (the **Registrar**, which expression shall include any successor registrar).

Interest bearing Definitive Covered Bonds have interest coupons (**Coupons**) and, if indicated in the applicable Final Terms, talons for further Coupons (**Talons**) attached on issue. Any reference herein to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons. The Final Terms for this Covered Bond (or the relevant provisions thereof) are set out in Part A of the Final Terms attached to or endorsed on this Covered Bond which supplement these Terms and Conditions (the **Conditions**) and may include information which shall, to the extent applicable, complete the Conditions for the purposes of this Covered Bond. References to the applicable Final Terms are, unless otherwise stated, to Part A of the Final Terms (or the relevant provisions thereof) attached to or endorsed on this Covered Bond.

The expression **Prospectus Regulation** means Regulation EU 2017/1129 to the extent implemented in the Relevant Member State of the European Economic Area and the United Kingdom and includes any relevant implementing measure in the Relevant Member State or the United Kingdom.

Any reference to Covered Bondholders or holders in relation to any Covered Bonds shall mean the holders of the Covered Bonds and shall, in relation to any Covered Bonds represented by a Global Covered Bond, be construed as provided below. Any reference herein to **Couponholders** shall mean the holders of the Coupons and shall, unless the context otherwise requires, include the holders of the Talons.

As used herein, **Tranche** means Covered Bonds which are identical in all respects (including as to listing and admission to trading) and **Series** means a Tranche of Covered Bonds together with any further Tranche or Tranches of Covered Bonds which are (a) expressed to be consolidated and form a single series and (b) identical in all respects (including as to listing and admission to trading) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.

Copies of the applicable Final Terms and the other Transaction Documents are available for viewing at the registered offices of the Issuer and of each Paying Agent and copies may be obtained from those offices save that, as this Covered Bond is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Regulation, the applicable Final Terms and the other Transaction Documents will only be obtainable by a Covered Bondholder holding one or more Covered Bonds and such Covered Bondholder must produce evidence satisfactory to the Issuer or the relevant Paying Agent as to its holding of such Covered Bonds and identity. The Covered Bondholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Trust Deed and the applicable Final Terms and the other Transaction Documents which are applicable to them. The statements in the Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed and the other Transaction Documents.

Except where the context otherwise requires, capitalised terms used and not otherwise defined in these Conditions shall bear the meanings given to them in the applicable Final Terms and/or the master definitions and construction schedule made between the parties to the Transaction Documents on or about the Programme Closing Date (the **Master Definitions and Construction Schedule**), a copy of each of which may be obtained as described above.

1. Form, Denomination and Title

The Covered Bonds are in bearer form or in registered form as specified in the applicable Final Terms and, in the case of Definitive Covered Bonds, serially numbered, in the currency (the **Specified Currency**) and the Specified Denomination(s). Covered Bonds of one Specified Denomination may not be exchanged for Covered Bonds of another Specified Denomination and Bearer Covered Bonds may not be exchanged for Registered Covered Bonds and *vice versa*.

This Covered Bond may be a Fixed Rate Covered Bond, a Floating Rate Covered Bond, a Zero Coupon Covered Bond or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Final Terms.

The Covered Bonds will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer(s) and set out in the applicable Final Terms save that the minimum denomination of each Covered Bond will be €100,000 (or, if the Covered Bonds are denominated in a currency other than euro, at least the equivalent amount in such currency) or such other higher amount as is required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency.

It is a condition precedent to the issuance of a new Series or Tranche of Covered Bonds that (i) there is no Issuer Event or Event of Default outstanding and that such issuance would not cause an Issuer Event or Event of Default, (ii) such issuance would not result in a breach of any of the Statutory Tests, (iii) Moody's Investors Service Limited (**Moody's**) and any additional rating agency which may be appointed under the Programme from time to time to provide ratings for a specific issue of Covered Bonds or on an ongoing basis (together, the **Rating Agencies** and each a **Rating Agency**) has been notified of such issuance, (iv) such issuance has been approved by the Bank of Greece in accordance with paragraph II.3 of the Secondary Covered Bond Legislation and (v) if applicable, in respect of any Series or Tranche, a Hedging Agreement is entered into.

Bearer Definitive Covered Bonds are issued with Coupons attached, unless they are Zero Coupon Covered Bonds in which case references to Coupons and Couponholders in these Conditions are not applicable.

Subject as set out below, title to the Bearer Covered Bonds and Coupons will pass by delivery and title to the Registered Covered Bonds will pass upon registration of transfer in accordance with the provisions of the Agency Agreement. The Issuer, the Paying Agents and the Trustee will (except as otherwise required by law) deem and treat the bearer of any Bearer Covered Bond or Coupon and the registered holder of any Registered Covered Bond as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any Global Covered Bond, without prejudice to the provisions set out in the next succeeding paragraph.

For so long as any of the Covered Bonds are represented by a Global Covered Bond held on behalf of Euroclear Bank S.A./N.V. (**Euroclear**) and/or Clearstream Banking, *société anonyme* (**Clearstream, Luxembourg**), each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular nominal amount of such Covered Bonds (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of such Covered Bonds standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Paying Agents and the Trustee as the holder of such nominal amount of such Covered Bonds for all purposes other than with respect to the payment of principal or interest on such nominal amount of such Covered Bonds, for which purpose the bearer of the relevant Global Covered Bond shall be treated by the Issuer, any Paying Agent and the Trustee as the holder of such nominal amount of such Covered Bonds in accordance with and subject to the terms of the relevant Global Covered Bond and the expressions **Covered Bondholder** and **holder of Covered Bonds** and related expressions shall be construed accordingly.

Covered Bonds which are represented by a Global Covered Bond will be transferable only in accordance with the rules and procedures for the time being of Euroclear and Clearstream, Luxembourg, as the case may be.

References to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms or as may otherwise be approved by the Issuer, the Principal Paying Agent and the Trustee.

2. Transfers of Registered Covered Bonds

2.1 *Transfers of interests in Registered Global Covered Bonds*

Transfers of beneficial interests in Registered Global Covered Bonds will be effected by Euroclear or Clearstream, Luxembourg and, in turn, by other participants and, if appropriate, indirect participants in such clearing systems acting on behalf of beneficial transferors and transferees of such interests. A beneficial interest in a Registered Global Covered Bond will, subject to compliance with all applicable legal and regulatory restrictions, be exchangeable for Registered Definitive Covered Bonds or for a beneficial interest in another Registered Global Covered Bond only in the authorised denominations set out in the applicable Final Terms and only in accordance with the rules and operating procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be, and in accordance with the terms and conditions specified in the Agency Agreement.

2.2 *Transfers of Registered Covered Bonds in definitive form*

Subject as provided in Conditions 2.3 and 2.4 upon the terms and subject to the conditions set forth in the Agency Agreement, a Registered Definitive Covered Bond may be transferred in whole or in part in the authorised denominations set out in the applicable Final Terms. In order to effect any such transfer (a) the holder or holders must (i) surrender the Registered Covered Bond for registration of the transfer of the Registered Covered Bond (or the relevant part of the Registered Covered Bond) at the specified office of the Registrar, with the form of transfer thereon duly executed by the holder or holders thereof or his or their attorney or attorneys duly authorised in writing, and (ii) complete and deposit such other certifications as may be required by the Registrar, and (b) the Registrar must, after due and careful enquiry, be satisfied with the documents of title and the identity of the person making the request.

Any such transfer will be subject to such reasonable regulations as the Issuer, the Trustee and the Registrar may from time to time prescribe (the initial such regulations being set out in the Agency Agreement).

Subject as provided above, the Registrar will, within 3 business days (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by uninsured mail to such address as the transferee may request, a new Registered Definitive Covered Bond of a like aggregate nominal amount to the Registered Definitive Covered Bond (or the relevant part of the Registered Definitive Covered Bond) transferred.

In the case of the transfer of part only of a Registered Definitive Covered Bond, a new Registered Definitive Covered Bond in respect of the balance of the Registered Definitive Covered Bond not transferred will (in addition to the new Registered Definitive Covered Bond in respect of the nominal amount transferred) be so authenticated and delivered or (at the risk of the transferor) sent by uninsured mail to the address specified by the transferor.

2.3 *Registration of transfer upon partial redemption*

For the avoidance of doubt, in the event of a partial redemption of Covered Bonds under Condition 7, the Issuer shall not be required to register the transfer of any Registered Covered Bond, or part of a Registered Covered Bond, which is partially redeemed.

2.4 *Costs of registration*

Covered Bondholders will not be required to bear the costs and expenses of effecting any registration of transfer as provided above, except for any costs or expenses of delivery other than by regular uninsured mail and except that the Issuer or Registrar may require the payment of a sum sufficient to cover any stamp duty, Taxes or any other governmental charge that may be imposed in relation to the registration.

3. Status of the Covered Bonds

The Covered Bonds constitute direct, unconditional and unsubordinated obligations of the Issuer secured by the statutory pledge provided by paragraph 4 of Article 152 of the Greek Covered Bond Legislation (the **Statutory Pledge**) on the Greek law Cover Pool Assets. They are issued in accordance with the Greek Covered Bond Legislation and are backed by the assets of the Cover Pool. They will at all times rank *pari passu* without any preference among themselves.

4. Priorities of Payments

Notwithstanding the Deed of Charge Security but subject to Clause 8.1 (*Application*) of the Deed of Charge, at any time upon or after the occurrence of any Issuer Event but prior to the delivery of a Notice of Default, the Servicer shall apply all Covered Bonds Available Funds on each Cover Pool Payment Date in making the following payments and provisions in the following order of priority (the **Pre-Event of Default Priority of Payments**) (in each case only if and to the extent that payments of a higher priority have been made in full):

(i) *first*, in or towards satisfaction of all amounts then due and payable or to become due and payable prior to the next Cover Pool Payment Date to the Trustee or any Appointee (including, remuneration or amounts by way of indemnity payable to it) under the provisions of the Trust Deed or any other Transaction Document together with interest and applicable VAT (or other similar taxes) thereon to the extent provided therein;

(ii) *second*, *pari passu* and *pro rata* according to the respective amounts thereof to pay any additional fees, costs, expenses and taxes due and payable on the Cover Pool Payment Date, or to provide for all such amounts that will become due and payable prior to the next Cover Pool Payment Date, properly incurred in respect of any notice to be given to any parties in accordance with any of the Transaction Documents or to the Covered Bondholders;

(iii) *third*, *pari passu* and *pro rata* according to the respective amounts thereof, to pay (i) all amounts due and payable on the Cover Pool Payment Date, or to provide for all such amounts that will become due and payable prior to the next Cover Pool Payment Date, to the Account Bank, the Custodian and the Agents under the Bank Account Agreement, the Custody Agreement and the Agency Agreement, respectively and (ii) to the Servicer an amount equal to any Levy received from Borrowers, such amount to be used by the Servicer towards satisfaction of the Issuer's obligation to pay any Levy;

(iv) *fourth*, *pari passu* and *pro rata* according to the respective amounts thereof to pay all amounts due and payable on the Cover Pool Payment Date, or to provide for all such amounts that will become due and payable prior to the next Cover Pool Payment Date (and for which payment has not been provided for elsewhere in the relevant Priorities of Payments), to any Secured Creditors other than the Covered Bondholders, Couponholders, the Agents, the Account Bank, the Custodian, the Trustee and any Appointee and other than any amount due to be paid, or that will become due and payable prior to the next Cover Pool Payment Date, to the Hedging Counterparties under the Hedging Agreements;

(v) *fifth*, *pari passu* and *pro rata*, according to the respective amounts thereof (a) to pay all amounts of interest due and payable on the Cover Pool Payment Date, or to provide for all such amounts that will become due and payable prior to the next Cover Pool Payment Date, on any Covered Bonds and (b) to pay any amounts due and payable on the Cover Pool Payment Date, or to provide for all such amounts that will become due and payable prior to the next Cover Pool Payment Date, under any Hedging Agreement other than Subordinated Termination Payments to any Hedging Counterparties under any such Hedging Agreements;

(vi) *sixth*, for as long as any Covered Bonds remain outstanding, to credit the Reserve Ledger with an amount equal to the difference between the Reserve Ledger Required Amount and the amount standing equal to the credit of the Reserve Ledger after having made the payments under paragraphs (i) to (v) above;

(vii) *seventh*, *pari passu and pro rata* according to the respective amounts thereof to pay all amounts of principal due and payable on the Cover Pool Payment Date, or to provide for all such amounts that will become due and payable prior to the next Cover Pool Payment Date (if any), on any Covered Bonds;

(viii) *eighth*, for so long as any Covered Bonds remain outstanding, any remaining Covered Bonds Available Funds will remain standing to the credit of a Transaction Accounts, or, as applicable, be deposited in a Transaction Account;

(ix) *ninth*, to pay *pari passu* and *pro rata*, according to the respective amounts thereof, any amount due and payable on the Cover Pool Payment Date, or to provide for all such amounts that will become due and payable prior to the next Cover Pool Payment Date to any Hedging Counterparties which are Subordinated Termination Payments; and

(x) *tenth*, to pay any excess to the Issuer.

Following delivery of a Notice of Default, all funds deriving from the Cover Pool Assets or the Transaction Documents which are standing to the credit of the Transaction Accounts shall be applied on any Athens Business Day in accordance with the following order of priority of payments (the **Post Event of Default Priority of Payments** and, together with the Pre-Event of Default Priority of Payments, the **Priorities of Payments** and, each of them a **Priority of Payments**) (in each case only if and to the extent that payments of a higher priority have been made in full) provided that any such amount has not been paid by the Issuer using funds not forming part of the Cover Pool:

(i) *first*, to pay any Indemnity to which the Trustee or any Receiver or any Appointee is entitled pursuant to the Trust Deed or the Deed of Charge and any costs and expenses incurred by or on behalf of the Trustee or any Receiver or any Appointee (a) following the occurrence of a Potential Event of Default or any Issuer Event or in connection with or as a result of serving on the Issuer a Notice of Default (to the extent that any such amounts have not yet been paid out of the Covered Bond Available Funds before the delivery of a Notice of Default) and (b) following the delivery of a Notice of Default in connection with or as a result of the enforcement or realisation of (A) the security granted under the Statutory Pledge and the Deed of Charge and/or (B) any other right or remedy that the Trustee is entitled or required to pursue under or in connection with the Transaction Documents and/or the Covered Bonds for the purpose of protecting the interests of the Covered Bondholders and/or the other Secured Creditors;

(ii) *second*, *pari passu* and *pro rata* according to the respective amounts thereof, (a) to pay all amounts of interest and principal due and payable on any Covered Bonds, (b) to pay any additional fees, costs, expenses and taxes due and payable in connection with any notice to be given to any parties in accordance with any of the Transaction Documents or to the Covered Bondholders, (c) to pay all amounts due and payable to the Secured Creditors, other than the Covered Bondholders and (d) to pay any amounts due and payable under any Hedging Agreement other than the Subordinated Termination Payments to any Hedging Counterparties under any such Hedging Agreements;

(iii) *third*, to pay *pari passu* and *pro rata*, according to the respective amounts thereof, any Subordinated Termination Payment due and payable to any Hedging Counterparties; and

(iv) *fourth*, following the payment in full of all items under (i) to (iii) above, to pay all excess amounts (if any) to the Issuer.

5. Interest

5.1 Interest on Fixed Rate Covered Bonds

Each Fixed Rate Covered Bond bears interest on its Principal Amount Outstanding from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Final Maturity Date.

Except as provided in the applicable Final Terms, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on but excluding such date (**Fixed Coupon Amount**). Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the broken amount specified in the relevant Final Terms (the **Broken Amount**) so specified.

As used in the Conditions, **Fixed Interest Period** means the period from (and including) an Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

If interest is required to be calculated for a period other than a Fixed Interest Period, such interest shall be calculated by applying the Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

5.2 Floating Rate Covered Bond Provisions

(a) Interest on Payment Dates

Each Floating Rate Covered Bond bears interest on its Principal Amount Outstanding from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

(i) the Specified Interest Payment Date(s) in each year specified in the applicable Final Terms; or

(ii) if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each such date, together with each Specified Interest Payment Date, an **Interest Payment Date**) which falls the number of months or other period specified as the **Specified Period** in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period. In these Conditions, the expression **Interest Period** shall mean the period from (and including) an Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

(b) Rate of Interest

The Rate of Interest payable from time to time in respect of Floating Rate Covered Bonds will be determined in the manner specified in the applicable Final Terms.

(i) ISDA Determination for Floating Rate Covered Bonds

Where **ISDA Determination** is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any). For the purposes of this subparagraph (i), **ISDA Rate** for an Interest Period means a rate equal to the Floating Rate that would be determined by the Principal Paying Agent or other person specified in the applicable Final Terms under an interest rate swap transaction if the Principal Paying Agent or that other person were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Covered Bonds (the **ISDA Definitions**), and under which:

(A) the Floating Rate Option is as specified in the applicable Final Terms;

(B) the Designated Maturity is the period specified in the applicable Final Terms; and

(C) the relevant Reset Date is the day as specified in the applicable Final Terms.

For the purposes of this subparagraph (i) **Floating Rate**, **Calculation Agent**, **Floating Rate Option**, **Designated Maturity** and **Reset Date** have the meanings given to those terms in the ISDA Definitions.

When this subparagraph (i) applies, in respect of each relevant Interest Period the Principal Paying Agent or the above-mentioned person will be deemed to have discharged its obligations under Condition 5.2(d) below in respect of the determination of the Rate of Interest if it has determined the Rate of Interest in respect of such Interest Period in the manner provided in this subparagraph (i).

(ii) Screen Rate Determination for Floating Rate Covered Bonds

If the applicable Final Terms specifies the Reference Rate applicable to the Covered Bonds as being Floating Rate (**Floating Rate Covered Bonds**) they shall also specify which page (the **Relevant Screen Page**) on the Reuters Screen or any other information vending service shall be applicable. If such a page is so specified, the Reference Rate applicable to the relevant Floating Rate Covered Bonds for each Interest Period shall be determined by the Principal Paying Agent or the Calculation Agent, as applicable, on the following basis:

(A) the Principal Paying Agent or the Calculation Agent, as applicable, will determine the Reference Rate(s) which appears or appear, as the case may be, on the Relevant Screen Page (or, as the case may require, the arithmetic mean (rounded, if necessary, to the fifth decimal place, with 0.00005 being rounded upwards) of the Reference Rates) in the Specified Currency as specified in the applicable Final Terms for a period of the duration of the relevant Interest Period on the Relevant Screen Page as of the Specified Time on the relevant Interest Determination Date. If five or more offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one highest quotation, one only of those quotations) and the lowest (or, if there is more than one lowest quotation, one only of those quotations) shall be disregarded by the Principal Paying Agent or the Calculation Agent, as applicable, for the purpose of determining the arithmetic mean (rounded as provided above) of the offered quotations;

(B) if, on any Interest Determination Date, no such Reference Rate so appears (or, as the case may be, if one only or none of Reference Rates so appear) or if the Relevant Screen Page is unavailable, the Principal Paying Agent or the Calculation Agent, as applicable, (on behalf of the Issuer) will request appropriate quotations to be provided to the Principal Paying Agent or the Calculation Agent, as applicable, for the rates at which deposits in the Specified Currency are offered by each of the Reference Banks, selected by the Issuer), at approximately the Specified Time on the Interest Determination Date to prime banks in the relevant interbank market, for a period of the duration of the relevant Interest Period and in an amount that is representative for a single transaction in the relevant market at the relevant time and the Principal Paying Agent or the Calculation Agent, as applicable, will determine the arithmetic mean (rounded as aforesaid) of the rates so quoted;

(C) if, on any Interest Determination Date, only two or three rates are so quoted, the Principal Paying Agent or the Calculation Agent, as applicable, will determine the arithmetic mean (rounded as aforesaid) of the rates so quoted; or

(D) if fewer than two rates are so quoted, the Principal Paying Agent or the Calculation Agent, as applicable, will determine the arithmetic mean (rounded as aforesaid) of the rates quoted by three major banks in the Relevant Financial Centre (or in such financial centre or centres within the euro zone as the Issuer may select) selected by the Issuer and provided to the Principal Paying Agent, or the Calculation Agent, as applicable, at approximately 11.00 a.m. (Relevant Financial Centre time (or local time at such other financial centre or centres as aforesaid)) on the first day of the relevant Interest Period for deposits in the relevant currency to leading European banks or banks in the United Kingdom for a period of the duration of the relevant Interest Period and in an amount that is representative for a single transaction in the relevant market at the relevant time,

and the Reference Rate applicable to such Floating Rate Covered Bonds during each Interest Period will be the sum of the relevant Margin specified in the applicable Final Terms and the rate (or, as the case may be, the arithmetic mean (rounded as aforesaid) of the rates) so determined provided, however, that, if the Principal Paying Agent or the Calculation Agent, as applicable, is unable to determine a rate (or, as the case may be, an arithmetic mean of rates) in accordance with the above provisions in relation to any Interest Period, the Reference Rate applicable to such Floating Rate Covered

Bonds during such Interest Period will be the sum of the Margin and the rate (or, as the case may be, the arithmetic mean (rounded as aforesaid) of the rates) determined in relation to such Floating Rate Covered Bonds in respect of the last preceding Interest Period.

(iii) Reference Rate Replacement

If Floating Rate Covered Bonds provisions are specified in the applicable Final Terms as being applicable and Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, and if Reference Rate Replacement is also specified in the applicable Final Terms as being applicable, then the provisions of this Condition 5.2(b)(iii) shall apply.

If, notwithstanding the provisions of Condition 5.2(b)(ii), the Issuer determines that a Benchmark Event has occurred when any Reference Rate (or component thereof) remains to be determined by reference to an Original Reference Rate, then the following provisions shall apply to the relevant Series of Covered Bonds:

(A) the Issuer shall use reasonable endeavours, as soon as reasonably practicable, to appoint an Independent Adviser to determine:

(i) a Successor Reference Rate; or

(ii) if such Independent Adviser fails so to determine a Successor Reference Rate, an Alternative Reference Rate,

and, in each case, an Adjustment Spread (in any such case, acting in good faith and in a commercially reasonable manner) no later the relevant IA Determination Cut-off Date, for the purposes of determining the Reference Rate (or the relevant component part thereof) for all relevant future payments of interest on the Covered Bonds for which the Reference Rate (or the relevant component part thereof) was otherwise to be determined by reference to such Original Reference Rate (subject to the subsequent operation of, and adjustment as provided in, this Condition 5.2(b)(iii));

(B) if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by the Issuer fails to determine a Successor Reference Rate or an Alternative Reference Rate (as applicable) prior to the relevant IA Determination Cut-off Date, the Issuer (acting in good faith and in a commercially reasonable manner) may determine:

(i) a Successor Reference Rate; or

(ii) if the Issuer fails so to determine a Successor Reference Rate, an Alternative Reference Rate,

and, in each case, an Adjustment Spread no later than the Issuer Determination Cut-off Date, for the purposes of determining the Reference Rate (or the relevant component part thereof) for all relevant future payments of interest on the Covered Bonds for which the Reference Rate (or the relevant component part thereof) was otherwise to be determined by reference to such Original Reference Rate (subject to the subsequent operation of, and adjustment as provided in, this Condition 5.2(b)(iii)). Without prejudice to the definitions thereof, for the purposes of determining any Alternative Reference Rate and the relevant Adjustment Spread, the Issuer will take into account any relevant and applicable market precedents as well as any published guidance from relevant associations involved in the establishment of market standards and/or protocols in the international debt capital markets;

(C) if a Successor Reference Rate or, failing which, an Alternative Reference Rate (as applicable) and, in either case, an Adjustment Spread is determined by the relevant Independent Adviser or the Issuer (as applicable) in accordance with this Condition 5.2(b)(iii):

(i) such Successor Reference Rate or Alternative Reference Rate (as applicable) shall subsequently be used in place of the relevant Original Reference Rate to determine the Reference Rate (or the relevant component part thereof) for all relevant future payments of interest on the Covered Bonds for which the Reference Rate (or the relevant component part thereof) was otherwise to be determined by reference to the relevant Original Reference Rate (subject to the subsequent operation of, and adjustment as provided in, this Condition 5.2(b)(iii));

(ii) such Adjustment Spread shall be applied to such Successor Reference Rate or Alternative Reference Rate (as the case may be) for all such relevant future payments of interest on the Covered Bonds (subject to the subsequent operation of, and adjustment as provided in, this Condition 0); and

(iii) the relevant Independent Adviser or the Issuer (as applicable) (acting in good faith and in a commercially reasonable manner) may in its discretion specify:

(A) changes to these Conditions in order to follow market practice in relation to such Successor Reference Rate or Alternative Reference Rate (as applicable), including, but not limited to (1) the Business Day, Business Day Convention, Day Count Fraction, Interest Determination Date, Relevant Financial Centre, Relevant Screen Page, and/or Specified Time applicable to the Covered Bonds and (2) the method for determining the fallback to the Reference Rate in relation to the Covered Bonds if such Successor Reference Rate or Alternative Reference Rate (as applicable) is not available; and

(B) any other changes which the relevant Independent Adviser or the Issuer (as applicable) determines are reasonably necessary to ensure the proper operation and comparability to the relevant Original Reference Rate of such Successor Reference Rate or Alternative Reference Rate (as applicable), which changes shall apply to the Covered Bonds for all relevant future payments of interest (subject to the subsequent operation of, and adjustment as provided in, this Condition 5.2(b)(iii)),

which changes shall apply to the Covered Bonds for all relevant future payments of interest on the Covered Bonds which the Reference Rate (or the relevant component part thereof) was otherwise to be determined by reference to the relevant Original Reference Rate (subject to the subsequent operation of, and adjustment as provided in, this Condition 5.2(b)(iii)); and

(D) promptly following the determination of any Successor Reference Rate or Alternative Reference Rate (as applicable) and the relevant Adjustment Spread, the Issuer shall give notice thereof and of any changes (and the effective date thereof) pursuant to Condition 5.2(b)(iii)(iii)(iii) to the Principal Paying Agent, the Calculation Agent and the Covered Bondholders in accordance with Condition 17.

For the avoidance of doubt, the Principal Paying Agent and any other agents party to the Agency Agreement shall, at the direction and expense of the Issuer, effect such consequential amendments to the Agency Agreement and these Conditions as may be required in order to give effect to the application of this Condition 5.2(b)(iii). No consent of the Covered Bondholders shall be required in connection with effecting the relevant Successor Reference Rate or Alternative Reference Rate (as applicable) and, in either case, the relevant Adjustment Spread as described in this Condition 5.2(b)(iii) or such other relevant changes pursuant to Condition 5.2(b)(iii)(iii)(iii), including for the execution of any documents or the taking of other steps by the Issuer or any of the parties to the Agency Agreement.

If a Successor Reference Rate or an Alternative Reference Rate and/or, in either case, an Adjustment Spread is not determined pursuant to the operation of this Condition 5.2(b)(iii) prior to the relevant Issuer Determination Cut-off Date, then the Reference Rate for the next relevant Interest Period (in the case of Floating Rate Covered Bonds) shall be determined by reference to the fallback provisions of Condition 5.2(b)(ii).

Notwithstanding any other provision of this Condition 5.2(b)(iii), the Principal Paying Agent shall not be obliged to concur with the Issuer or the Independent Adviser in respect of any changes or amendments as contemplated under this Condition 5.2(b)(iii) to which, in the sole opinion of the Principal Paying Agent, would have the effect of (i) exposing the Principal Paying Agent to any liability which it has not been indemnified and/or secured and/or prefunded to its satisfaction or (ii) increasing the obligations or duties, or decreasing the rights or protections, of the Principal Paying Agent in the Agency Agreement and/or these Conditions.

Notwithstanding any other provision of this Condition 5.2(b)(iii), if in the Principal Paying Agent's opinion there is any uncertainty between two or more alternative courses of action in making any determination or calculation under this Condition 5.2(b)(iii), the Principal Paying Agent shall promptly notify the Issuer and/or the Independent Adviser thereof and the Issuer shall direct the Principal Paying Agent in writing as to which alternative course of action to adopt. If the Principal Paying Agent is not promptly provided with such direction, or is otherwise unable to make such calculation or determination for any reason, it shall notify the Issuer and/or the Independent Adviser (as the case may be) thereof and the Principal Paying Agent shall be under no obligation to make such calculation or determination and shall not incur any liability for not doing so.

For the avoidance of doubt, neither the Principal Paying Agent nor the Calculation Agent shall be obliged to monitor or inquire whether a Benchmark Event has occurred or have any liability in respect thereto.

(c) Minimum Rate of Interest and/or Maximum Rate of Interest

In the event that the Rate of Interest in respect of an Interest Period determined in accordance with the provisions of paragraph (b) above in less than zero, the Rate of Interest for that

Interest Period shall be deemed to be zero, provided that if the applicable Final Terms for a Floating Rate Covered Bond specify a Minimum Rate of Interest for any Interest Period other than zero, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Final Terms for a Floating Rate Covered Bond specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

(d) Determination of Rate of Interest and calculation of Interest Amounts

The Principal Paying Agent, or the Calculation Agent, as applicable, will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period.

The Principal Paying Agent or the Calculation Agent, as applicable, will calculate the amount of interest (the Interest Amount) payable on the Floating Rate Covered Bonds for the relevant Interest Period by applying the Rate of Interest to:

(i) in the case of Floating Rate Covered Bonds which are represented by a Global Covered Bond, the aggregate outstanding nominal amount of the Covered Bonds represented by such Global Covered Bond or

(ii) in the case of Floating Rate Covered Bonds in definitive form, the Calculation Amount,

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Floating Rate Covered Bond in definitive form comprises more than one Calculation Amount, the Interest Amount payable in respect of such Covered Bond shall be the aggregate of the amounts (determined in the manner provided above) for each Calculation Amount comprising the Specified Denomination without any further rounding.

(e) Notification of Rate of Interest and Interest Amounts

The Principal Paying Agent or the Calculation Agent, as applicable, will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer, the Trustee and to any stock exchange or other relevant competent authority or quotation system on which the relevant Floating Rate Covered Bonds are for the time being listed, quoted and/or traded or by which they have been admitted to listing or trading and to be published in accordance with Condition 17 (*Notices*) as soon as possible after their determination but in no event later than the fourth Business Day (as defined in Condition 5.5) thereafter and in the case of any notification to be given to the Luxembourg Stock Exchange on or before the first Business Day of each Interest Period. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment or alternative arrangements will be promptly notified to the Trustee and each stock exchange or other relevant authority on which the relevant Floating Rate Covered Bonds are for the time being listed, quoted and/or traded or by which they have been admitted to listing or trading and to Covered Bondholders in accordance with Condition 17 (*Notices*).

(f) Linear Interpolation

Where Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Principal Paying Agent or the Calculation Agent, as applicable, by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified as applicable in the applicable Final Terms) or the relevant Floating Rate Option (where ISDA Determination is specified as applicable in the applicable Final Terms), one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period, provided however that if there is no rate available for a period of time next shorter or, as the case may be, next longer, then the Principal Paying Agent or the Calculation Agent, as applicable, shall determine such rate at such time and by reference to such sources as it (in consultation with the Issuer) determines appropriate.

Designated Maturity means, in relation to Screen Rate Determination, the period of time designated in the Reference Rate.

(g) Determination or Calculation by Trustee

If for any reason at any relevant time after the Issue Date, the Principal Paying Agent defaults in its obligation to determine the Rate of Interest or the Principal Paying Agent or the Calculation Agent, as applicable, defaults in its obligation to calculate any Interest Amount in accordance with subparagraph 5.2(b)(i) or 5.2(b)(ii) above, as the case may be, and in each case in accordance with paragraph 5.2(d) above, the Trustee may determine the Rate of Interest at such rate as, in its absolute discretion (having such regard as it may think fit to the foregoing provisions of this Condition, but subject always to any Minimum Rate of Interest or Maximum Rate of Interest specified in the applicable Final Terms), it shall deem fair and reasonable in all the circumstances or, as the case may be, the Trustee may calculate the Interest Amount(s) in such manner as it shall deem fair and reasonable in all the circumstances. In making any such determination or calculation, the Trustee may appoint and rely on a determination or calculation by a calculation agent (which shall be an investment bank or other suitable entity of international repute). If such determination or calculation is made the Trustee shall notify the Issuer and the Stock Exchange of such determination or calculation and each such determination or calculation shall be deemed to have been made by the Principal Paying Agent.

(h) Certificates to be final

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 5.2, whether by the Principal Paying Agent or the Trustee shall (in the absence of wilful default or manifest error) be binding on the Issuer, the Principal Paying Agent, the Calculation Agent, the other Paying Agents, the Trustee and all Covered Bondholders and Couponholders and (in the absence of wilful default or fraud) no liability to the Issuer, the Covered Bondholders or the Couponholders shall attach to the Principal Paying Agent, the Calculation Agent or the Trustee in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

5.3 Interest on Zero Coupon Covered Bonds

Zero Coupon Covered Bonds will be offered and sold at a discount to their nominal amount and will not bear interest. When a Zero Coupon Covered Bond becomes repayable prior to its Maturity Date it will be redeemed at the Early Redemption Amount calculated in accordance with Condition 7.5 (*Early Redemption Amounts*). In the case of late payment the amount due and repayable shall be calculated in accordance with Condition 7.9 (*Late Payment*).

5.4 Intentionally left blank

5.5 Intentionally left blank

5.6 Accrual of interest

Interest (if any) will cease to accrue on each Covered Bond (or in the case of the redemption of part only of a Covered Bond, that part only of such Covered Bond) on the due date for redemption thereof unless, upon due presentation thereof, payment of principal is improperly withheld or refused or unless default is otherwise made in respect of payment, in which event, interest will continue to accrue as provided in Condition 7.9 (*Late Payment*).

5.7 Business Day, Business Day Convention, Day Count Fractions and other adjustments

(a) In these Conditions, **Business Day** means:

(i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London and Athens and any Additional Business Centre specified in the applicable Final Terms; and

(ii) either (A) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than London and any Additional Business Centre) or as otherwise specified in the applicable Final Terms or (B) in relation to any sum payable in euro, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (**TARGET2**) System (the **TARGET2 System**) is open.

(b) If a **Business Day Convention** is specified in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

(i) in any case where Specified Periods are specified in accordance with Condition 5.2(a)(ii), the **Floating Rate Convention**, such Interest Payment Date (1) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (II) below shall apply mutatis mutandis, or (2) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (I) such Interest Payment Date shall be brought forward to the immediately preceding Business Day, and (II) each subsequent Interest Payment Date shall be the last Business Day in the month which falls within the Specified Period after the preceding applicable Interest Payment Date occurred; or

(ii) the **Following Business Day Convention**, such Interest Payment Date shall be postponed to the next day which is a Business Day; or

(iii) the **Modified Following Business Day Convention**, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or

(iv) the **Preceding Business Day Convention**, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

(c) **Day Count Fraction** means, in respect of the calculation of an amount of interest for any Interest Period:

(i) if **Actual/Actual (ICMA)** is specified in the applicable Final Terms:

(A) in the case of Covered Bonds where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the **Accrual Period**) is equal to or shorter than the Determination Period (as defined in Condition 5.7(e)) during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (I) the number of days in such Determination Period and (II) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or

(B) in the case of Covered Bonds where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of (I) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and (II) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year;

(ii) if **Actual/Actual** or **Actual/Actual (ISDA)** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (i) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366, and (ii) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);

(iii) if **Actual/365 (Fixed)** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;

(iv) if **Actual/365 (Sterling)** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;

(v) if **Actual/360** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;

(vi) if **30/360, 360/360** or **Bond Basis** is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y^2 - Y^1)] + [30 \times (M^2 - M^1)] + (D^2 - D^1)}{360}$$

where:

Y^1 is the year, expressed as a number, in which the first day of the Interest Period falls;

Y^2 is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

M^1 is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

M^2 is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

D^1 is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D^1 will be 30; and

D^2 is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D^1 is greater than 29, in which case D^2 will be 30;

(vii) if **30E/360** or **Eurobond Basis** is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y^2 - Y^1)] + [30 \times (M^2 - M^1)] + (D^2 - D^1)}{360}$$

where:

Y^1 is the year, expressed as a number, in which the first day of the Interest Period falls;

Y^2 is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

M^1 is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

M^2 is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

D^1 is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D^1 will be 30; and

D^2 is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case D^2 will be 30;

(viii) if **30E/360 (ISDA)** is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y^2 - Y^1)] + [30 \times (M^2 - M^1)] + (D^2 - D^1)}{360}$$

where:

Y^1 is the year, expressed as a number, in which the first day of the Interest Period falls;

Y^2 is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

M^1 is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

M^2 is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

D^1 is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D^1 will be 30; and

D^2 is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Final Maturity Date or (ii) such number would be 31 and D^2 will be 30; or

such **other** Day Count Fraction as may be specified in the applicable Final Terms.

(d) **Adjustment Spread** means either (a) a spread (which may be positive, negative or zero) or (b) a formula or methodology for calculating a spread, in either case which is to be applied to the relevant Successor Reference Rate or Alternative Reference Rate (as applicable) and is the spread, formula or methodology which:

(i) in the case of a Successor Reference Rate, is formally recommended in relation to the replacement of the relevant Original Reference Rate with the relevant Successor Reference Rate by any Relevant Nominating Body; or

(ii) in the case of an Alternative Reference Rate or (where (A) above does not apply) in the case of a Successor Reference Rate, the relevant Independent Adviser or the Issuer (as applicable) determines is recognised or acknowledged as being in customary market usage in international debt capital markets transactions which reference the relevant Original Reference Rate, where such rate has been replaced by such Successor Reference Rate or such Alternative Reference Rate (as applicable); or

(iii) (if the relevant Independent Adviser or the Issuer (as applicable) determines that neither (A) nor (B) above applies) the relevant Independent Adviser or the Issuer (as applicable) determines to be appropriate, having regard to the objective, so far as is reasonably practicable in the circumstances, of reducing or eliminating any economic prejudice or benefit (as the case may be) to the Covered Bondholders of the Covered Bonds or Coupons as a result of the replacement of the relevant Original Reference Rate with the relevant Successor Reference Rate or the relevant Alternative Reference Rate (as applicable).

(e) **Alternative Reference Rate** means the rate that an alternative benchmark or screen the relevant Independent Adviser or the Issuer (as applicable) determines has replaced the relevant Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) in respect of debt securities denominated in the Specified Currency and of a comparable duration of Floating Rate Covered Bonds, to the relevant Interest Periods or in any case, if such Independent Adviser or the Issuer (as applicable) determines that there is no such rate, such other rate as such Independent Adviser or the Issuer (as applicable) determines in its discretion is most comparable to the relevant Original Reference Rate.

(f) **Benchmark Event** means, with respect to an Original Reference Rate:

(i) such Original Reference Rate ceasing to be published for at least five Business Days or ceasing to exist or be administered; or

(ii) the later of (a) the making of a public statement by the administrator of such Original Reference Rate that it will, on or before a specified date, cease publishing such Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of such Original Reference Rate) and (b) the date falling six months prior to the specified date referred to in (ii)(a); or

(iii) the making of a public statement by the supervisor of the administrator of such Original Reference Rate that such Original Reference Rate has been permanently or indefinitely discontinued; or

(iv) the later of (a) the making of a public statement by the supervisor of the administrator of such Original Reference Rate that such Original Reference Rate will, on or before a specified date, be permanently or indefinitely discontinued and (b) the date falling six months prior to the specified date referred to in (iv)(a); or

(v) the later of (a) the making of a public statement by the supervisor of the administrator of such Original Reference Rate that means such Original Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case on or before a specified date and (b) the date falling six months prior to the specified date referred to in (v)(a); or

(vi) it has or will prior to the next Interest Determination Date become unlawful for the Issuer, the Calculation Agent, any other party specified in the applicable Final Terms as being responsible for calculating the Reference Rate or any Paying Agent to calculate any payments due to be made to any Covered Bondholder of Covered Bonds or Coupons using such Original Reference Rate; or

(vii) the making of a public statement by the supervisor of the administrator of such Original Reference Rate announcing that such Original Reference Rate is no longer representative or may no longer be used.

(g) **Determination Date** has the meaning given in the applicable Final Terms.

(h) **Determination Period** means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date).

(i) **Fixed Interest Period** means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

(j) **IA Determination Cut-off Date:** means in any Interest Period, the date that falls on the fifth Business Day prior to the Interest Determination Date relating to the next succeeding Interest Period.

(k) **Independent Adviser** means an independent financial institution of international repute or other independent financial adviser experienced in the international debt capital markets, in each case appointed by the Issuer at its own expense.

(l) **Interest Commencement Date** means in the case of interest-bearing Covered Bonds, the date specified in the applicable Final Terms from (and including) which the relevant Covered Bonds will accrue interest.

(h) **Interest Payment Date** means, in respect of Fixed Rate Covered Bonds, the meaning given in the applicable Final Terms and in respect of Floating Rate Covered Bonds, the meaning given in Condition 5.2, together the **Interest Payment Dates**.

(i) **Interest Period** means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

(j) **Issuer Determination Cut-off Date** means, in any Interest Period, the date that falls on the third Business Day prior to the Interest Determination Date relating to the next succeeding Interest Period;

(k) **Original Reference Rate** means the originally-specified reference rate of the Covered Bonds used to determine the relevant Reference Rate (or any component part thereof) in respect of any Interest Period(s) (provided that if, following one or more Benchmark Events, such originally specified reference rate of the Covered Bonds (or any Successor Reference Rate or Alternative Reference Rate which has replaced it) has been replaced by a (or a further) Successor Reference Rate or Alternative Reference Rate and a Benchmark Event subsequently occurs in respect of such Successor Reference Rate or Alternative Reference Rate, the term "Original Reference Rate" shall include any such Successor Reference Rate or Alternative Reference Rate).

(l) **Principal Amount Outstanding** means in respect of a Covered Bond on any day the principal amount of that Covered Bond on the relevant Issue Date thereof less principal amounts received by the relevant Covered Bondholder in respect thereof on or prior to that day provided that the Principal Amount Outstanding in respect of a Covered Bond that has been purchased and cancelled by the Issuer shall be zero.

(l) **Reference Banks** means, the principal London office of three major banks in the London inter-bank market (or, in the case of Floating Rate Covered Bonds denominated or payable in euro, the euro zone interbank market) selected by the Issuer.

(m) **Reference Rate**, in respect of Floating Rate Covered Bonds to which Screen Rate Determination applies, has the meaning given to it in the applicable Final Terms

(n) **Relevant Financial Centre** means (i) in the case of a rate at which deposits are offered in the London interbank market, London or (ii) in the case of a rate at which deposits are offered in the euro zone interbank market, Brussels or, in the case of Covered Bonds, such other financial centre or centres as may be specified in the applicable Final Terms.

(o) **Relevant Nominating Body** means, in respect of an Original Reference Rate:

(i) the central bank for the currency to which such Original Reference Rate relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of such Original Reference Rate; or

(ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which such Original Reference Rate relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of such Original Reference Rate, (c) a group of the aforementioned central banks or other supervisory authorities, or (d) the Financial Stability Board or any part thereof.

(p) **Relevant Screen Page** means such page, section, caption, column or other part of a particular information service as may be specified in the applicable Final terms or any successor or replacement page, section, caption, column or other part of a particular information service.

(q) **Specified Time** means 11:00 a.m. in the Relevant Financial Centre, or such other time as may be specified in the applicable Final Terms.

(r) If **adjusted** is specified in the applicable Final Terms against the Day Count Fraction, interest in respect of the relevant Interest Period shall be payable in arrear on the relevant Interest Payment Date and calculated from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date, as such Interest Payment Date shall, where applicable, be adjusted in accordance with the Business Day Convention.

(s) If **not adjusted** is specified in the applicable Final Terms against the Day Count Fraction, interest in respect of the relevant Interest Period shall be payable in arrear on the relevant Interest Payment Date and calculated from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date, but such Interest Payment Dates shall not be adjusted in accordance with any Business Day Convention.

(t) **sub-unit** means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, euro 0.01.

6. Payments

6.1 Method of payment

Subject as provided below:

(i) payments in a Specified Currency other than Euro will be made by credit or transfer to an account in the relevant Specified Currency (which, in the case of a payment in Yen to a non-resident of Japan, shall be a non-resident account) maintained by the payee with, or, at the option of the payee, by a cheque in such Specified Currency drawn on, a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively);

(ii) payments in Euro will be made by credit or electronic transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque; and

(iii) payments in U.S. Dollars will be made by transfer to a U.S. Dollar account maintained by the payee with a bank outside of the United States (which expression, as used in this Condition 6, means the United States of America, including the State and the District of Columbia, its territories, its possessions and other areas subject to its jurisdiction), or by cheque drawn on a United States bank.

In no event will payment in respect of Covered Bonds be made by a cheque mailed to an address in the United States. All payments of interest in respect of Covered Bonds will be made to accounts located outside the United States except as may be permitted by United States tax law in effect at the time of such payment without detriment to the Issuer.

Payments will be subject in all cases (i) to any fiscal or other laws and regulations applicable thereto in the place of payment and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the Code) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code or any regulations or agreements thereunder, official interpretations thereof an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any law or regulation implementing such intergovernmental agreement). References to Specified Currency will include any successor currency under applicable law.

6.2 Presentation of Definitive Covered Bonds and Coupons

Payments of principal and interest (if any) will (subject as provided below) be made in accordance with Condition 6.1 (*Method of payment*) only against presentation and surrender of Definitive Covered Bonds or Coupons (or, in the case of part payment of any sum due, endorsement of the Definitive Covered Bond (or Coupon)), as the case may be, only at a specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia, its territories, its possessions and other areas subject to its jurisdiction)).

Fixed Rate Covered Bonds in definitive bearer form (other than Long Maturity Covered Bonds (as defined below)) should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall include Coupons falling to be issued on exchange of matured Talons), failing which an amount equal to the face value of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the total amount due) will be deducted from the amount due for payment. Each amount so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of ten years after the Relevant Date (as defined in Condition 11 (*Prescription*)) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 11 (*Prescription*)) or, if later, five years from the date on which such Coupon would otherwise have become due but in no event thereafter.

Upon amounts in respect of any Fixed Rate Covered Bond in definitive bearer form becoming due and repayable by the Issuer prior to its Final Maturity Date (or, as the case may be, Extended Final Maturity Date), all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the due date for redemption of any Floating Rate Covered Bond in definitive bearer form, all unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof. A **Long Maturity Covered Bond** is a Fixed Rate Covered Bond (other than a Fixed Rate Covered Bond which on issue had a Talon attached) whose nominal amount on issue is less than the aggregate interest payable thereon provided that such Covered Bond shall cease to be a Long Maturity Covered Bond on the Interest Payment Date on which the aggregate amount of interest remaining to be paid after that date is less than the Principal Amount Outstanding of such Covered Bond.

If the due date for redemption of any Definitive Covered Bond is not an Interest Payment Date, interest (if any) accrued in respect of such Covered Bond from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against presentation and surrender of the relevant Definitive Covered Bond.

6.3 Payments in respect of Bearer Global Covered Bonds

Payments of principal and interest (if any) in respect of Covered Bonds represented by any Bearer Global Covered Bond will (subject as provided below) be made in the manner specified above in relation to Bearer Definitive Covered Bonds and otherwise in the manner specified in the relevant Bearer Global Covered Bond against presentation or surrender, as the case may be, of such Bearer Global Covered Bond if the Bearer Global Covered Bond is not intended to be issued in new global covered bond (**NGCB**) form at the specified office of any Paying Agent outside the United States. On the occasion of each payment, (i) in the case of any Bearer Global Covered Bond which is not issued in NGCB form, a record of such payment made on such Bearer Global Covered Bond, distinguishing between any payment of principal and any payment of interest, will be made on such Bearer Global Covered Bond by the Paying Agent and such record shall be prima facie evidence that the payment in question has been made and (ii) in the case of any Global Covered Bond which is issued in NGCB form, the Paying Agent shall instruct Euroclear and Clearstream, Luxembourg to make appropriate entries in their records to reflect such payment.

No payments of principal, interest or other amounts due in respect of a Bearer Global Covered Bond will be made by mail to an address in the United States or by transfer to an account maintained in the United States.

6.4 *Payments in respect of Registered Covered Bonds*

Payments of principal in respect of each Registered Covered Bond (whether or not in global form) will be made against presentation and surrender of the Registered Covered Bond at the specified office of the Registrar or any of the Paying Agents. Such payments will be made in accordance with Condition 6.1 by transfer to the Designated Account (as defined below) of the holder (or the first named of joint holders) of the Registered Covered Bond appearing in the register of holders of the Registered Covered Bonds maintained by the Registrar (the **Register**) at the close of business on the business day (**business day** being for the purposes of this Condition 6.4 a day on which banks are open for business in the city where the specified office of the Registrar is located) before the relevant due date (the **Record Date**). Notwithstanding the previous sentence, if:

(i) a holder does not have a Designated Account, or

(ii) the principal amount of the Covered Bonds held by a holder is less than U.S.$250,000 (or its approximate equivalent in any other Specified Currency), payment will instead be made by a cheque in the Specified Currency drawn on a Designated Bank (as defined below). For these purposes, **Designated Account** means the account (which, in the case of a payment in Yen to a non-resident of Japan, shall be a non-resident account) maintained by a holder with a Designated Bank and identified as such in the Register and **Designated Bank** means (in the case of payment in a Specified Currency other than euro) a bank in the principal financial centre of the country of such Specified Currency and (in the case of a payment in euro) any bank which processes payments in euro.

Payments of interest in respect of each Registered Covered Bond (whether or not in global form) will be made by a cheque in the Specified Currency drawn on a Designated Bank and mailed by uninsured mail on the business day immediately preceding the relevant due date to the holder (or the first named of joint holders) of the Registered Covered Bond appearing in the Register at the close of business on the Record Date at the holder's address shown in the Register on the Record Date and at the holder's risk. Upon application of the holder to the specified office of the Registrar not less than 3 business days before the due date for any payment of interest in respect of a Registered Covered Bond, the payment may be made by transfer on the due date in the manner provided in the preceding paragraph. Any such application for transfer shall be deemed to relate to all future payments of interest (other than interest due on redemption) in respect of the Registered Covered Bonds which become payable to the holder who has made the initial application until such time as the Registrar is notified in writing to the contrary by such holder. Payment of the interest due in respect of each Registered Covered Bond on redemption will be made in the same manner as payment of the principal in respect of such Registered Covered Bond.

Holders of Registered Covered Bonds will not be entitled to any interest or other payment for any delay in receiving any amount due in respect of any Registered Covered Bond as a result of a cheque posted in accordance with this Condition arriving after the due date for payment or being lost in the post. No commissions or expenses shall be charged to such holders by the Registrar in respect of any payments of principal or interest in respect of the Registered Covered Bonds.

None of the Issuer, the Trustee or the Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Registered Global Covered Bonds or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

6.5 General provisions applicable to payments

The bearer of a Global Covered Bond or the Trustee shall be the only person entitled to receive payments in respect of Covered Bonds represented by such Global Covered Bond and the obligations of the Issuer will be discharged by payment to, or to the order of, the holder of such Global Covered Bond (or the Trustee, as the case may be) in respect of each amount so paid. Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the beneficial holder of a particular nominal amount of Covered Bonds represented by such Global Covered Bond must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for his share of each payment so made by the Issuer to, or to the order of, the holder of such Global Covered Bond (or the Trustee, as the case may be). No person other than the holder of the relevant Global Covered Bond (or, as provided in the Trust Deed, the Trustee) shall have any claim against the Issuer in respect of any payments due on that Global Covered Bond.

Notwithstanding the foregoing provisions of this Condition, payments of principal and/or interest in respect of Bearer Covered Bonds in U.S. Dollars will only be made at the specified office of a Paying Agent in the United States if:

(i) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. Dollars at such specified offices outside the United States of the full amount of principal and/or interest on the Bearer Covered Bonds in the manner provided above when due;

(ii) payment of the full amount of such principal and interest at such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. Dollars; and

(iii) such payment is then permitted under United States law without involving, in the opinion of the Issuer adverse tax consequences to the Issuer.

6.6 Payment Day

If the date for payment of any amount in respect of any Covered Bond or Coupon is not a Payment Day (as defined below), the holder thereof shall not be entitled to payment of the relevant amount due until the next following Payment Day and shall not be entitled to any interest or other sum in respect of any such delay. In this Condition (unless otherwise specified in the applicable Final Terms), **Payment Day** means any day which (subject to Condition 11 (*Prescription*)) is:

(i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:

(A) the relevant place of presentation;

(B) London;

(C) Athens; and

(D) any Additional Financial Centre specified in the applicable Final Terms; and

(ii) either (i) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than the place of presentation, Athens, London and any Additional Financial Centre) or as otherwise specified in the applicable Final Terms or (ii) in relation to any sum payable in euro, a day on which the TARGET2 System is open.

6.7 Interpretation of principal and interest

Any reference in these Conditions to **principal** in respect of the Covered Bonds shall be deemed to include, as applicable:

(i) any additional amounts which may be payable with respect to principal under Condition 8 (*Taxation*) or under any undertakings or covenants given in addition thereto, or in substitution therefor, pursuant to the Trust Deed;

(ii) the Final Redemption Amount of the Covered Bonds;

(iii) the Early Redemption Amount of the Covered Bonds but excluding any amount of interest referred to therein;

(iv) the Optional Redemption Amount(s) (if any) of the Covered Bonds;

(v) in relation to Zero Coupon Covered Bonds, the Amortised Face Amount (as defined in Condition 7.5(ii)); and

(vi) any premium and any other amounts (other than interest) which may be payable under or in respect of the Covered Bonds.

Any reference in these Conditions to interest in respect of the Covered Bonds shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 8 (*Taxation*) or under any undertakings given in addition thereto, or in substitution therefor, pursuant to the Trust Deed.

6.8 Redenomination

Where redenomination is specified in the applicable Final Terms as being applicable, the Issuer may, without the consent of the Covered Bondholders and the Couponholders, on giving prior written notice to the Trustee and the Agents, Euroclear and Clearstream, Luxembourg and at least 30 days' prior notice to the Covered Bondholders in accordance with Condition 17

(*Notices*), elect that, with effect from the Redenomination Date specified in the notice, the Covered Bonds shall be redenominated in euro.

The election will have effect as follows:

(i) the Covered Bonds shall be deemed to be redenominated in euro in the denomination of euro 0.01 with a nominal amount for each Covered Bond equal to the nominal amount of that Covered Bond in the Specified Currency, converted into euro at the Established Rate, provided that, if the Issuer determines, in consultation with the Agents that the then market practice in respect of the redenomination in euro of internationally offered securities is different from the provisions specified above, such provisions shall be deemed to be amended so as to comply with such market practice and the Issuer shall promptly notify the Trustee, the Covered Bondholders, the competent listing authority, stock exchange and/or market (if any) on or by which the Covered Bonds may be listed and/or admitted to trading and the Paying Agents of such deemed amendments;

(ii) save to the extent that an Exchange Notice has been given in accordance with paragraph (iv) below, the amount of interest due in respect of the Covered Bonds will be calculated by reference to the aggregate nominal amount of Covered Bonds presented (or, as the case may be, in respect of which Coupons are presented) for payment by the relevant holder and the amount of such payment shall be rounded down to the nearest euro 0.01;

(iii) if Definitive Covered Bonds are required to be issued after the Redenomination Date, they shall be issued at the expense of the Issuer in the denomination of Euro 100,000 and/or such higher amounts as the Agents may determine and notify to the Covered Bondholders and any remaining amounts less than Euro 100,000 shall be redeemed by the Issuer and paid to the Covered Bondholders in Euro in accordance with Condition 8 (*Taxation*);

(iv) if issued prior to the Redenomination Date, all unmatured Coupons denominated in the Specified Currency (whether or not attached to the Covered Bonds) will become void with effect from the date on which the Issuer gives notice (the **Exchange Notice**) that replacement euro-denominated Covered Bonds and Coupons are available for exchange (provided that such securities are so available) and no payments will be made in respect of them. The payment obligations contained in any Covered Bonds and Coupons so issued will also become void on that date although those Covered Bonds and Coupons will continue to constitute valid exchange obligations of the Issuer. New euro-denominated Covered Bonds and Coupons will be issued in exchange for Covered Bonds and Coupons denominated in the Specified Currency in such manner as the Agents may specify and as shall be notified to the Covered Bondholders in the Exchange Notice. No Exchange Notice may be given less than 15 days prior to any date for payment of principal or interest on the Covered Bonds;

(v) after the Redenomination Date, all payments in respect of the Covered Bonds and the Coupons, other than payments of interest in respect of periods commencing before the Redenomination Date, will be made solely in euro as though references in the Covered Bonds to the Specified Currency were to euro. Payments will be made in euro by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque;

(vi) if the Covered Bonds are Fixed Rate Covered Bonds and interest for any period ending on or after the Redenomination Date is required to be calculated for a period ending other than on an Interest Payment Date, it will be calculated by applying the Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention;

(vii) (if the Covered Bonds are Floating Rate Covered Bonds), the applicable Final Terms will specify any relevant changes to the provisions relating to interest; and

(viii) such other changes shall be made to this Condition (and the Transaction Documents) as the Issuer may decide, after consultation with the Trustee and the Agents and as may be specified in the notice, to conform it to conventions then applicable to instruments denominated in euro.

6.9 Definitions

In these Conditions, the following expressions have the following meanings:

Accrual Yield has, in relation to a Zero Coupon Covered Bond, the meaning given in the applicable Final Terms.

Calculation Amount has the meaning given in the applicable Final Terms.

Earliest Maturing Covered Bonds means, at any time, the Series of the Covered Bonds (other than any Series which is fully collateralised by amounts standing to the credit of the Transaction Accounts) that has or have the earliest Final Maturity Date as specified in the applicable Final Terms (ignoring any acceleration of amounts due under the Covered Bonds prior to an Event of Default).

Early Redemption Amount means the amount calculated in accordance with Condition 7.5 (*Early Redemption Amounts*).

Established Rate means the rate for the conversion of the relevant Specified Currency (including compliance with rules relating to roundings in accordance with applicable European Community regulations) into euro established by the Council of the European Union pursuant to Article 123 of the Treaty.

euro means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty.

Extraordinary Resolution means a resolution of the Covered Bondholders passed as such under the terms of the Trust Deed.

Minimum Rate of Interest means in respect of Floating Rate Covered Bonds the percentage rate per annum (if any) specified as such in the applicable Final Terms.

Notice of Default has the meaning given to it in Condition 10 (*Events of Default and Enforcement*).

Optional Redemption Amount has the meaning (if any) given in the applicable Final Terms.

Potential Event of Default means any condition, event or act which, with the lapse of time and/or the issue, making or giving of any notice, certification, declaration, demand, determination and/or request and/or the taking of any similar action and/or the fulfilment of any similar condition, would constitute an Event of Default.

Rate of Interest means the rate of interest payable from time to time in respect of Fixed Rate Covered Bonds and Floating Rate Covered Bonds, as determined in, or as determined in the manner specified in, the applicable Final Terms.

Redenomination Date means (in the case of interest-bearing Covered Bonds) any date for payment of interest under the Covered Bonds or (in the case of Zero Coupon Covered Bonds) any date, in each case specified by the Issuer in the notice given to the Covered Bondholders pursuant to Condition 6.8 (*Redenomination*) above and which falls on or after the date on which the country of the relevant Specified Currency first participates in the third stage of European economic and monetary union.

Reference Price has, in respect of a Zero Coupon Covered Bond, the meaning given in the applicable Final Terms.

Screen Rate Determination means, if specified as applicable in the applicable Final Terms, the manner in which the Rate of Interest on Floating Rate Covered Bonds is to be determined in accordance with Condition 5.2(b)(ii).

Secured Creditors means the Covered Bondholders, the Couponholders, the Trustee, any Receiver, the Asset Monitor, the Account Bank, the Custodian, the Agents, the Servicer, the Hedging Counterparties and any other creditor of the Issuer pursuant to any Transaction Document entered into in the course of the Programme having recourse to the Cover Pool (provided that where Eurobank performs any of the above roles, Eurobank will not be a Secured Creditor).

Treaty means the Treaty establishing the European Community, as amended.

7. Redemption and Purchase

7.1 Final redemption

(i) Unless previously redeemed in full or purchased and cancelled as specified below, each Covered Bond will be redeemed by the Issuer at its Final Redemption Amount in the relevant Specified Currency on the Final Maturity Date.

(ii) Without prejudice to Conditions 9 and 10, if an Extended Final Maturity Date is specified in the applicable Final Terms for a Series of Covered Bonds and the Issuer has failed to pay the Final Redemption Amount on the Final Maturity Date specified in the Final Terms, then (subject as provided below) payment of any unpaid Final Redemption Amount by the Issuer shall be deferred until the Extended Final Maturity Date, provided that any amount representing the Final Redemption Amount due and remaining unpaid on the Final Maturity Date shall be paid by the Issuer on any Interest Payment Date occurring thereafter up to (and including) the relevant Extended Final Maturity Date, in accordance with and subject to the relevant Priority of Payments, subject to the Issuer having funds available for such purpose in accordance with the Priority of Payments and Condition 7.5 (*Early Redemption Amounts*).

(iii) The Issuer shall confirm to the relevant Covered Bondholders (in accordance with Condition 17), the Rating Agency, any relevant Hedging Counterparty, the Trustee, the Registrar (in the case of a Registered Covered Bond) and the Principal Paying Agent as soon as reasonably practicable and in any event at least five Athens Business Days prior to the Final Maturity Date of any inability of the Issuer to pay in full the Final Redemption Amount in respect of a Series of Covered Bonds on the Final Maturity Date. Any failure by the Issuer to notify such parties shall not affect the validity of effectiveness of the extension nor give rise to any rights in any such party.

(iv) Where the applicable Final Terms for a relevant Series of Covered Bonds provides that such Covered Bonds are subject to an Extended Final Maturity Date, such failure to pay by the Issuer on the Final Maturity Date shall not constitute a default in payment.

7.2 Redemption for taxation reasons

The Covered Bonds may be redeemed at the option of the Issuer in whole, but not in part, at any time (if the relevant Covered Bond is not a Floating Rate Covered Bond) or on any Interest Payment Date (if the relevant Covered Bond is a Floating Rate Covered Bond), on giving not less than 30 nor more than 60 days' notice to the Trustee and, in accordance with Condition 17 (*Notices*), the Covered Bondholders (which notice shall be irrevocable), if the Issuer satisfies the Trustee immediately before the giving of such notice that on the occasion of the next date for payment of interest on the relevant Covered Bonds, the Issuer is or would be required to pay additional amounts as provided or referred to in Condition 8 (*Taxation*). Covered Bonds redeemed pursuant to this Condition 7.2 (*Redemption for taxation reasons*) will be redeemed at their Early Redemption Amount referred to in Condition 7.5 (*Early Redemption Amounts*) together (if appropriate) with interest accrued to (but excluding) the date of redemption.

7.3 Redemption at the option of the Issuer (Issuer Call)

If an issuer call is specified in the applicable Final Terms (**Issuer Call**), the Issuer may (to the extent funds are available for such purpose), having given:

(i) not less than 15 nor more than 60 days' notice to the Covered Bondholders in accordance with Condition 17 below with a copy of such notice to be provided to the Trustee; and

(ii) not less than 5 days before the giving of the notice referred to in (i), notice to the Trustee and the Principal Paying Agent,

which notice shall be irrevocable and shall specify the date fixed for redemption (the **Optional Redemption Date**), redeem all or some only of the Covered Bonds then outstanding on any Optional Redemption Date and at the **Optional Redemption Amount(s)** specified in, or determined in the manner specified in, the applicable Final Terms together, if applicable, with interest accrued to (but excluding) the relevant Optional Redemption Date. Upon expiry of such notice, the Issuer shall redeem the Covered Bonds accordingly. Any such redemption must be for an amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount (if any) as specified in the applicable Final Terms. In the case of a partial redemption of Covered Bonds, the Covered Bonds to be redeemed (the **Redeemed Covered Bonds**) will be selected individually by lot, in the case of Redeemed Covered Bonds represented by Definitive Covered Bonds, and in accordance with the rules of Euroclear and/or Clearstream, Luxembourg, (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion) in the case of Redeemed Covered Bonds represented by a Global Covered Bond, in each case, not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the **Selection Date**). In the case of Redeemed Covered Bonds represented by Definitive Covered Bonds, a list of the serial numbers of such Redeemed Covered Bonds will be published in accordance with Condition 17 (*Notices*) not less than 15 days (or such shorter period as may be specified in the applicable Final Terms) prior to the date fixed for redemption. The aggregate nominal amount of Redeemed Covered Bonds represented by Definitive Covered Bonds or represented by Global Covered Bonds shall, in each case, bear the same proportion to the aggregate nominal amount of all Redeemed Covered Bonds as the aggregate nominal amount of Definitive Covered Bonds or Global Covered Bonds outstanding bears, in each case, to the aggregate nominal amount of the Covered Bonds outstanding on the Selection Date, provided that such nominal amounts shall, if necessary, be rounded downwards to the nearest integral multiple of the Specified Denomination. No exchange of the relevant Global Covered Bond will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this Condition 7.3 and notice to that effect shall be given by the Issuer to the Covered Bondholders in accordance with Condition 17 (*Notices*) at least five days (or such shorter period as is specified in the applicable Final Terms) prior to the Selection Date.

7.4 Intentionally blank

7.5 Early Redemption Amounts

For the purpose of Condition 7.1 (*Final redemption*), Condition 7.2 (*Redemption for taxation reasons*) and Condition 10 (*Events of Default and Enforcement*), each Covered Bond will be redeemed at the Early Redemption Amount calculated as follows:

(i) in the case of a Covered Bond with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof; and

(ii) in the case of a Zero Coupon Covered Bond, at an amount (the **Amortised Face Amount**) equal to the sum of:

(A) the Reference Price; and

(B) the product of the Accrual Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date of the first Tranche of the Covered Bonds to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Covered Bond becomes due and repayable.

Where such calculation in this paragraph (ii) is to be made for a period which is not a whole number of years, it shall be made (A) in the case of a Zero Coupon Covered Bond payable in a Specified Currency other than euro, on the basis of a 360-day year consisting of 12 months of 30 days each, or (B) in the case of a Zero Coupon Covered Bond payable in euro, on the basis of the actual number of days elapsed divided by 365 (or, if any of the days elapsed falls in a leap year, the sum of (x) the number of those days falling in a leap year divided by 366 and (y) the number of those days falling in a non-leap year divided by 365) or (C) on such other calculation basis as may be specified in the applicable Final Terms.

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7.7 Purchases

The Issuer or any subsidiary of the Issuer may at any time purchase or otherwise acquire Covered Bonds (provided that, in the case of Bearer Definitive Covered Bonds, all unmatured Coupons and Talons appertaining thereto are attached thereto or surrendered therewith) at any price in the open market either by tender or private agreement or otherwise. If purchases are made by tender, tenders must be available to all Covered Bondholders alike. Such Covered Bonds may be held, reissued, resold or, at the option of the Issuer or the relevant subsidiary, surrendered to any Paying Agent and/or the Registrar for cancellation.

7.8 Cancellation

All Covered Bonds which are redeemed will forthwith be cancelled (together with, in the case of Bearer Definitive Covered Bonds, all unmatured Coupons and Talons attached thereto or surrendered therewith at the time of redemption). All Covered Bonds so cancelled and any Covered Bonds purchased and surrendered for cancellation pursuant to Condition 7.7 (*Purchases*) and cancelled (together with, in the case of Bearer Definitive Covered Bonds, all unmatured Coupons and Talons cancelled therewith) shall be forwarded to the Principal Paying Agent and cannot be reissued or resold.

7.9 Late Payment

If any amount payable in respect of any Covered Bond is improperly withheld or refused upon its becoming due and repayable or is paid after its due date, the amount due and repayable in respect of such Covered Bond (the **Late Payment**) shall itself accrue interest (both before and after any judgment or other order of a court of competent jurisdiction) from (and including) the date on which such payment was improperly withheld or refused or, as the case may be, became due, to (but excluding) the Late Payment Date in accordance with the following provisions:

(i) in the case of a Covered Bond other than a Zero Coupon Covered Bond at the rate determined in accordance with Condition 5.1 (*Interest on Fixed Rate Covered Bonds*) or 5.2 (*Floating Rate Covered Bond*), as the case may be; and

(ii) in the case of a Zero Coupon Covered Bond, at a rate equal to the Accrual Yield,

in each case on the basis of the Day Count Fraction specified in the applicable Final Terms or, if none is specified, on a 30/360 basis.

For the purpose of this Condition 7.9, the **Late Payment Date** shall mean the earlier of:

(i) the date which the Principal Paying Agent determines to be the date on which, upon further presentation of the relevant Covered Bond, payment of the full amount (including interest as aforesaid) in the relevant currency in respect of such Covered Bond is to be made; and

(ii) the seventh day after notice is given to the relevant Covered Bondholder (whether individually or in accordance with Condition 17 (*Notices*)) that the full amount (including interest as aforesaid) in the relevant currency in respect of such Covered Bond is available for payment,

provided that in the case of both (i) and (ii), upon further presentation thereof being duly made, such payment is made.

8. Taxation

(a) All payments of principal and interest (if any) in respect of the Covered Bonds and the Coupons (if any) by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by the Hellenic Republic or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. Neither the Issuer nor any other entity shall be obliged to pay any additional amount to any Covered Bondholder on account of such withholding or deduction.

(b) If the Issuer becomes subject at any time to any taxing jurisdiction other than the Hellenic Republic, references in the Conditions to the Hellenic Republic shall be construed as references to the Hellenic Republic and/or such other jurisdiction.

9. Issuer Events

Prior to, or concurrent with the occurrence of an Event of Default, if any of the following events (each, an **Issuer Event**) occurs:

(i) an Issuer Insolvency Event (as defined below);

(ii) the Issuer fails to pay any amount of principal or interest in respect of the Covered Bonds of any Series on the due date for payment thereof and such failure continues for a period of 7 days;

(iii) the Issuer defaults in the performance or observance of any of its other obligations under or in respect of the Covered Bonds or Coupons of any Series and such default remains unremedied for 30 days after written notice thereof has been delivered by the Trustee to the Issuer requiring the same to be remedied;

(iv) the repayment of any indebtedness owing by the Issuer is accelerated by reason of default and such acceleration has not been rescinded or annulled, or the Issuer defaults (after whichever is the longer of any originally applicable period of grace and 14 days after the due date) in any payment of any indebtedness or in the honouring of any guarantee or indemnity in respect of any indebtedness, provided that no such event shall constitute an Issuer Event unless the indebtedness whether alone or when aggregated with other indebtedness relating to all (if any) other such events which shall have occurred and be continuing shall exceed €15,000,000 (or its equivalent in any other currency or currencies) or, if higher, a sum equal to 0.025 per cent of the gross consolidated assets of the Issuer and its Subsidiaries as shown by the then latest published audited consolidated balance sheet of the Issuer and its Subsidiaries; or

(v) there is a breach of a Statutory Test on an Applicable Calculation Date and such breach is not remedied within five Athens Business Days,

then (i) no further Covered Bonds will be issued, (ii) the Servicer (and the Issuer to the extent that Eurobank is no longer the Servicer) shall procure that any and all payments in respect of the Cover Pool Assets (excluding any Subsidy Payments) are henceforth directed into the relevant Third Party Collection Account and that all such amounts (including the Subsidy Payments) are transferred into the corresponding Transaction Accounts within 1 Athens Business Day of receipt, (iii) all collections of principal and interest on the Cover Pool Assets will be dedicated exclusively to the payment of interest and repayment of principal on the Covered Bonds and to the fulfilment of the obligations of the Issuer vis-à-vis the Secured Creditors in accordance with the relevant Priority of Payments and (iv) if Eurobank is the Servicer, its appointment as Servicer will be terminated and a new servicer will be appointed pursuant to the terms of the Servicing and Cash Management Deed and the Secondary Covered Bond Legislation.

Issuer Insolvency Event means, in respect of Eurobank:

(i) any order shall be for the winding-up or dissolution of the Issuer (other than for the purpose of amalgamation, merger or reconstruction on terms approved by an Extraordinary Resolution of the Covered Bondholders of all Series taken together as a single Series and converted into Euro at either the relevant Covered Bond Swap Rate (if applicable) or the Established Rate); or

(ii) the Issuer shall cease to carry on the whole or substantially the whole of its business (other than for the purpose of an amalgamation, merger or reconstruction on terms approved by an Extraordinary Resolution of the Covered Bondholders of all Series taken together as a single Series and converted into Euro at either the relevant Covered Bond Swap Rate (if applicable) or the Established Rate); or

(iii) the Issuer shall stop payment or shall be unable to, or shall admit inability to, pay its debts as they fall due, or shall be adjudicated or found insolvent or shall make a conveyance or assignment for the benefit of, or shall enter into any composition or other arrangement with, its creditors generally; or

(iv) a receiver, trustee or other similar official shall be appointed in relation to the Issuer or in relation to the whole or over half of the assets of the Issuer, or an interim supervisor of the Issuer is appointed or an encumbrancer shall take possession of the whole or over half of the assets of the Issuer, or a distress or execution or other process shall be levied or enforced upon or sued out against the whole or a substantial part of the assets of the Issuer and in any of the foregoing cases it or he shall not be discharged within 60 days; or

(v) any action or step is taken which has a similar effect to the foregoing,

in each case, other than where any of the events set out in (i) to (v) above occurs in connection with a substitution in accordance with Condition 18 and Clause 20 of the Trust Deed.

Subsidiary means, in respect of the Issuer at any particular time, any other entity:

(i) whose affairs and policies the Issuer controls or has the power to control, whether by ownership of share capital, contract, the power to appoint or remove members of the governing body of such entity or otherwise; or

(ii) whose financial statements are, in accordance with applicable law and generally accepted accounting principles or standards, consolidated with those of the Issuer.

10. Events of Default and Enforcement

10.1 Events of Default

If any of the following events occurs, and is continuing:

(a) on the Final Maturity Date or Extended Final Maturity Date, as applicable, in respect of any Series of Covered Bonds or on any Interest Payment Date or any earlier date for redemption on which principal thereof is due and repayable, there is a failure to pay any amount of principal due on such Covered Bonds on such date and such default is not remedied within a period of 14 days from the due date thereof;

(b) on any Interest Payment Date, a default in the payment of the amount of interest due on any Series of Covered Bonds occurs and such default is not remedied within a period of 14 days from the due date thereof; or

(c) breach of the Amortisation Test pursuant to Clause 8 of the Servicing and Cash Management Deed on any Calculation Date following an Issuer Event,

then the Trustee shall, upon receiving notice in writing from the Issuer, the Principal Paying Agent or any Covered Bondholder or, in respect of (c), the Servicer of such Event of Default, serve a notice (a **Notice of Default**) on the Issuer.

Following the service of a Notice of Default, the Covered Bonds of each Series shall become immediately due and payable.

10.2 Enforcement

The Trustee may at any time, at its discretion and without notice, take such proceedings or steps against the Issuer and/or any other person as it may think fit to enforce the provisions of the Deed of Charge, the Trust Deed, the Covered Bonds or any other Transaction Document in accordance with its terms and the pledge created under the Greek Covered Bond Legislation and may, at any time after the Security has become enforceable, take such proceedings or steps as it may think fit to enforce the Security, but it shall not be bound to take any such proceedings or steps or exercise such rights or powers unless (i) (A) it shall have been so directed by an Extraordinary Resolution of the Covered Bondholders of all Series (with the Covered Bonds of all Series taken together as a single Series and converted into Euro at either the relevant Covered Bond Swap Rate (if applicable) or the Established Rate) or (B) a request in writing by the holders of not less than 25 per cent of the aggregate Principal Amount Outstanding of the Covered Bonds of all Series then outstanding (with the Covered Bonds of all Series taken together as a single Series and converted into Euro at either the relevant Covered Bond Swap Rate (if applicable) or the Established Rate), and (ii) it shall have been indemnified and/or secured and/or pre-funded to its satisfaction.

In exercising any of its powers, trusts, authorities and discretions under this Condition 10.2 the Trustee shall only have regard to the interests of the Covered Bondholders of all Series taken equally and shall not have regard to the interests of any individual Covered Bondholders (whatever their number) or any other Secured Creditors.

No Covered Bondholder or Couponholder shall be entitled to proceed directly against the Issuer or to take any action with respect to the Trust Deed, any other Transaction Document, the Covered Bonds, the Coupons, or the Security unless the Trustee, having become bound so to proceed, fails so to do within a reasonable period and such failure shall be continuing.

11. Prescription

Claims against the Issuer for payment of principal and interest in respect of the Covered Bonds (whether in bearer or registered form) will be prescribed and become void unless made, in the case of principal, within ten years or, in the case of interest, five years after the Relevant Date.

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for paying in respect of which would be void pursuant to this Condition 11 or Condition 6 (*Payments*).

As used herein, the **Relevant Date** means the date on which payment in respect of the Covered Bond or Coupon first becomes due and payable but, if the full amount of the moneys payable on such date has not been received by the Principal Paying Agent on or prior to such date, the Relevant Date shall be the date on which such moneys shall have been so received and notice to that effect has been given to Covered Bondholders in accordance with Condition 17 (*Notices*).

12. Replacement of Covered Bonds, Coupons and Talons

If any Covered Bond or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Principal Paying Agent (in the case of Bearer Covered Bonds or Coupons) or the Registrar (in the case of Registered Covered Bonds), or any other place approved by the Trustee, of which notice shall be given to the Covered Bondholders in accordance with Condition 17 (and, if the Covered Bonds are then listed on any stock exchange which requires the appointment of an Agent in any particular place, the Paying Agent having its specified office in the place required by such stock exchange), subject to all applicable laws and stock exchange requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer may reasonably require. Mutilated or defaced Covered Bonds, Talons or Coupons must be surrendered before replacements will be issued.

13. Exchange of Talons

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Covered Bond to which it appertains) a further Talon, subject to the provisions of Condition 11 (*Prescription*). Each Talon shall, for the purposes of these Conditions, be deemed to mature on the Interest Payment Date on which the final Coupon comprised in the relevant Coupon sheet matures.

14. Trustee and Agents

(a) In acting under the Agency Agreement and in connection with the Covered Bonds and the Coupons, the Agents act solely as agents of the Issuer (or, in the circumstances specified in the Agency Agreement, the Trustee) and do not assume any obligations towards or relationship of agency or trust for or with any of the Covered Bondholders or Couponholders.

(b) The initial Agents and their initial specified offices are set forth in the Base Prospectus and in the Master Definitions and Construction Schedule. If any additional agents are appointed in connection with any Series, the names of such Agents will be specified in Part B of the applicable Final Terms. The initial Calculation Agent (if any) is specified in the relevant Final Terms. The Issuer reserves the right at any time with the prior written consent of the Trustee to vary or terminate the appointment of any Agent and to appoint a successor Principal Paying Agent or Calculation Agent and additional or successor paying agents *provided, however, that*:

(i) so long as the Covered Bonds are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Luxembourg Stock Exchange's Euro MTF market and/or any stock exchange or admitted to listing by any other relevant authority (not being any market in the EEA which has been designated as a regulated market for the purposes of MiFID II) there will at all times be a Paying Agent (which may be the Principal Paying Agent), in the case of Covered Bonds, with a specified office in such place as may be required by the rules and regulations of such stock exchange or other relevant authority;

(ii) if a Calculation Agent is specified in the relevant Final Terms, the Issuer (or following the occurrence of an Issuer Event, the Servicer) shall at all times maintain a Calculation Agent; and

(iii) if and for so long as the Covered Bonds are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Luxembourg Stock Exchange's Euro MTF market and/or any stock exchange (not being any stock exchange in the EEA which has been designated as a regulated market for the purposes of MiFID II) which requires the appointment of an Agent in any particular place, the Issuer (or following the occurrence of an Issuer Event, the Servicer) shall maintain an Agent having its specified office in the place required by such stock exchange.

Notice of any variation, termination, appointment or change in any of the Agents or in their specified offices shall promptly be given by the Issuer to the Covered Bondholders by the Issuer in accordance with Condition 17 (*Notices*).

(c) Under the Trust Deed and the Deed of Charge, the Trustee is entitled to be indemnified and/or secured and/or pre-funded to its satisfaction and relieved from responsibility in certain circumstances and to be paid its remuneration, costs and expenses and all other liabilities in priority to the claims of the Covered Bondholders and the other Secured Creditors.

15. Meetings of Covered Bondholders, Modification and Waiver

(a) *Meetings of Covered Bondholders*

The Trust Deed contains provisions for convening meetings of the Covered Bondholders of any Series to consider any matters affecting their interests, including the modification of any provision of these Conditions. Any such modification may be made if sanctioned by an Extraordinary Resolution. Such a meeting may be convened by the Issuer or the Trustee and shall be convened by the Issuer upon the request in writing signed by Covered Bondholders holding not less than one-tenth of the aggregate principal amount of the outstanding Covered Bonds. The quorum at any meeting convened to vote on an Extraordinary Resolution will be one or more persons holding or representing a clear majority of the aggregate principal amount of the outstanding Covered Bonds of such Series or, at any adjourned meeting, one or more persons being or representing Covered Bondholders of such Series whatever the principal amount of the Covered Bonds of such Series held or represented; *provided, however, that* certain Series Reserved Matters, as defined below and as described in the Trust Deed, may only be sanctioned by an Extraordinary Resolution passed at a meeting of Covered Bondholders of such Series at which one or more persons holding or representing not less than two-thirds of, or, at any adjourned meeting, not less than one-quarter, of the aggregate principal amount of the outstanding Covered Bonds of such Series form a quorum. Any Extraordinary Resolution duly passed at any such meeting shall be binding on all the Covered Bondholders and Couponholders of such Series, whether present or not.

Notwithstanding the provisions of the immediately preceding paragraph, any Extraordinary Resolution to direct the Trustee to take any enforcement action pursuant to Condition 10.2 (*Enforcement*) (each a **Programme Resolution**) shall only be capable of being passed at a single meeting of the holders of the Covered Bonds of all Series then outstanding. Any such meeting to consider a Programme Resolution may be convened by the Issuer or the Trustee or by Covered Bondholders holding at least 25 per cent of the aggregate Principal Amount Outstanding of the Covered Bonds of all Series then outstanding. The quorum at any such meeting for passing a Programme Resolution is one or more persons holding or representing a clear majority of the aggregate Principal Amount Outstanding of the Covered Bonds of all Series for the time being outstanding, or at any adjourned such meeting one or more persons holding or representing Covered Bonds whatever the nominal amount of the Covered Bonds of all Series then outstanding. A Programme Resolution passed at any meeting of the Covered Bondholders of all Series shall be binding on all Covered Bondholders of all Series, whether or not they are present at the meeting, and on all related Couponholders in respect of such Covered Bonds.

In connection with any meeting of the holders of Covered Bonds of more than one Series where any Series of such Covered Bonds is not denominated in Euro, the nominal amount of the Covered Bonds of such Series not denominated in Euro shall be deemed, for the purposes of such meeting, to be an amount in Euro equal to the Principal Amount Outstanding of such Covered Bonds, converted into Euro at either the relevant Covered Bond Swap Rate (if applicable) or the Established Rate.

In addition, a resolution in writing signed by or on behalf of a clear majority of Covered Bondholders who for the time being are entitled to receive notice of a meeting of Covered Bondholders will take effect as if it were an Extraordinary Resolution. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Covered Bondholders.

(b) *Modification*

The Trustee may, without the consent or sanction of any of the Covered Bondholders of any Series or any of the other Secured Creditors (other than the Hedging Counterparties in respect of a modification to the Pre-Event of Default Priority of Payments, the Post-Event of Default Priority of Payments, the Conditions of the Covered Bonds, the Individual Eligibility Criteria or the Servicing and Cash Management Deed (such consent not to be unreasonably withheld or delayed)) at any time and from time to time concur with the Issuer and any other party, to:

(i) any modification (other than in respect of a Series Reserved Matter) of the terms and conditions applying to the Covered Bonds of one or more Series (including these Conditions), the related Coupons, the Trust Presents and/or any Transaction Document provided that in the sole opinion of the Trustee such modification is not materially prejudicial to the interests of the Covered Bondholders of such Series; or

(ii) any modification of the terms and conditions applying to Covered Bonds of any one or more Series (including these Conditions), the related Coupons or any Transaction Document which is in the sole opinion of the Trustee of a formal, minor or technical nature or is to correct a manifest error or an error which is, in the opinion of the Trustee, proven.

Series Reserved Matter means in relation to Covered Bonds of a Series:

(i) reduction or cancellation of the amount payable or, where applicable, modification of the method of calculating the amount payable or modification of the date of payment or, where applicable, modification of the method of calculating the date of payment in respect of any principal or interest in respect of the Covered Bonds other than in accordance with the terms thereof;

(ii) alteration of the currency in which payments under the Covered Bonds and Coupons are to be made other than in accordance with Condition 6.8 (*Redenomination*);

(iii) alteration of the quorum or majority required to pass an Extraordinary Resolution;

(iv) the sanctioning of any such scheme or proposal for the exchange or sale of the Covered Bonds for or the conversion of the Covered Bonds into, or the cancellation of the Covered Bonds in consideration of, shares, stock, covered bonds, bonds, debentures, debenture stock and/or other obligations and/or securities of the Issuer or any other company formed or to be formed, or for or into or in consideration of cash, or partly for or into or in consideration of such shares, stock, bonds, covered bonds, debentures, debenture stock and/or other obligations;

(v) alteration of this proviso or the proviso to paragraph 6 of Schedule 3 (*Provisions for meetings of Covered Bondholders)* of the Trust Deed; and

(vi) alteration of this definition of Series Reserved Matter.

(c) The Trustee may without the consent of any of the Covered Bondholders of any Series and/or Couponholders and any Secured Creditors and without prejudice to its rights in respect of any subsequent breach, Issuer Event or Event of Default from time to time and at any time but only if in so far as in its opinion the interests of the Covered Bondholders of any Series shall not be materially prejudiced thereby, waive or authorise any breach or proposed breach by the Issuer of any of the covenants or provisions contained in the Trust Presents or the other Transaction Documents or determine that any Event of Default shall not be treated as such for the purposes of the Trust Presents PROVIDED ALWAYS THAT the Trustee shall not exercise any powers conferred on it by this Condition 15(c) in contravention of any express direction given by Extraordinary Resolution or by a request under Condition 10 (Events of Default) but so that no such direction or request shall affect any waiver, authorisation or determination previously given or made. Any such waiver, authorisation or determination may be given or made on such terms and subject to such conditions (if any) as the Trustee may determine, shall be binding on the Covered Bondholders, and/or the Couponholders and shall be notified by the Issuer (i) (if, but only if, the Trustee shall so require) to the Covered Bondholders and (ii) to the Rating Agency in accordance with Condition 17 (Notices) as soon as practicable thereafter.

16. Further Issues

The Issuer may from time to time, without the consent of the Covered Bondholders or the Couponholders, create and issue further Covered Bonds having the same terms and conditions as the Covered Bonds in all respects (or in all respects except for the first payment of interest thereon, issue date and/or issue price) so as to form a single series with the Covered Bonds provided that (i) there is no Issuer Event or Event of Default outstanding and that such issuance would not cause an Issuer Event or an Event of Default, (ii) such issuance would not result in a breach of any of the Statutory Tests, (iii) the Rating Agency has been notified of such issuance, (iv) such issuance has been approved by the Bank of Greece in accordance with paragraph II.3 of the Secondary Covered Bond Legislation and if applicable, in respect of any Series or Tranche, a Hedging Agreement is entered into.

17. Notices

All notices regarding the Bearer Covered Bonds will be valid if published in one leading English language daily newspaper of general circulation in London or any other daily newspaper in London approved by the Trustee and (for so long as any Bearer Covered Bonds are listed on the official list of the Luxembourg Stock Exchange) if published in a daily newspaper of general circulation in Luxembourg or on the website of the Luxembourg Stock Exchange www.bourse.lu. It is expected that such publication will be made in the Financial Times in London and (in relation to Bearer Covered Bonds listed on the official list of the Luxembourg Stock Exchange) in the *Luxemburger Wort* or the *Tageblatt* in Luxembourg. The Issuer or, in the case of a notice given by the Trustee, the Trustee shall also ensure that notices are duly published in a manner which complies with the rules and regulations of the Luxembourg Stock Exchange and/or any stock exchange or any other relevant authority on which the Bearer Covered Bonds are for the time being listed. Any such notice shall be deemed to have been given on the date of first publication (or if required to be published in more than one newspaper, on the first date on which publication shall have been made in all the required newspapers or where published in such newspapers on different dates, the last date of such first publication). If publication as provided above is not practicable, notice will be given in such other manner, and will be deemed to have been given on such date, as the Trustee shall approve.

All notices regarding the Registered Covered Bonds will be deemed to be validly given if sent by first class mail or (if posted to an address overseas) by airmail to the holders (or the first named of joint holders) at their respective addresses recorded in the Register and will be deemed to have been given on the fourth day after mailing and, in addition, for so long as any Registered Covered Bonds are listed, quoted or traded on a stock exchange or are admitted to listing or trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published in a daily newspaper of general circulation in the place or places required by those rules. Any such notice will be deemed to have been given on the date of such publication. If the giving of notice as provided above is not practicable, notice will be given in such other manner, and will be deemed to have been given on such date, as the Trustee shall approve.

Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the Bearer Covered Bondholders.

Notices to be given by any Covered Bondholder shall be in writing and given by lodging the same, together (in the case of any Covered Bond in definitive form) with the relevant Covered Bond or Covered Bonds, with the Principal Paying Agent.

Whilst the Covered Bonds are represented by Global Covered Bonds any notice shall be deemed to have been duly given to the relevant Covered Bondholder if sent to the Clearing Systems for communication by them to the holders of the Covered Bonds and shall be deemed to be given on the date on which it was so sent and (so long as the relevant Covered Bonds are admitted to trading on, and listed on the official list of, the Luxembourg Stock Exchange), any notice shall also be published in accordance with the relevant listing rules (which includes publication on the website of the Luxembourg Stock Exchange, www.bourse.lu).

18. Substitution of the Issuer

(a) If so requested by the Issuer, the Trustee may, without the consent of any Covered Bondholder, Couponholder or any other Secured Creditor, agree with the Issuer to the substitution in place of the Issuer (or of the previous substitute under this Condition) of a company as the principal debtor under the Trust Presents and all other Transaction Documents (the **New Company**) upon notice by the Issuer and the New Company to be given to the Covered Bondholders and the other Secured Creditors in accordance with Condition 17 (*Notices*), *provided that*:

(i) the Issuer is not in default in respect of any amount payable under the Covered Bonds;

(ii) the Issuer and the New Company have entered into such documents (the **Documents**) as are necessary, in the opinion of the Trustee, to give effect to the substitution and in which the New Company has undertaken in favour of each Covered Bondholder to be bound by these Conditions and the provisions of the Trust Deed as the debtor in respect of the Covered Bonds in place of the Issuer (or of any previous substitute under this Condition 18 (*Substitution of the Issuer*));

(iii) If the New Company is resident for tax purposes in a territory (the **New Residence**) other than that in which the Issuer prior to such substitution was resident for tax purposes (the **Former Residence**), the Documents contain an undertaking and/or such other provisions as may be necessary to ensure that each Covered Bondholder has the benefit of an undertaking in terms corresponding to the provisions of this Condition 18 (*Substitution of the Issuer*), with the substitution of references to the Former Residence with references to the New Residence;

(iv) the New Company and the Issuer have obtained all necessary governmental approvals and consents for such substitution and for the performance by the New Company of its obligations under the Transaction Documents;

(v) if two directors of the New Company (or other officers acceptable to the Trustee) have certified that the New Company is solvent both at the time at which the relevant transaction is proposed to be effected and immediately thereafter (which certificate the Trustee can rely on absolutely), the Trustee shall not be under any duty to have regard to the financial conditions, profits or prospect of the New Company or to compare the same with those of the Issuer;

(vi) the rights of the Covered Bondholders and the other Secured Creditors in respect of the Cover Pool shall continue in full force and effect in relation to the obligations of the New Company;

(vii) legal opinions in form and substance satisfactory to the Trustee shall have been delivered to the Trustee (with a copy of such legal opinions also to be provided to the Rating Agency) from lawyers of recognised standing in the jurisdiction of incorporation of the New Company, in England and in Greece as to matters of law relating to the fulfilment of the requirements of this Condition 18 *(Substitution of the Issuer)* and that the Covered Bonds and any Coupons and/or Talons are legal, valid and binding obligations of the New Company;

(viii) if Covered Bonds issued or to be issued under the Programme have been assigned a credit rating by the Rating Agency, the Rating Agency has been notified of the proposed substitution and has not downgraded the then rating of the Covered Bonds then outstanding as a result of such substitution;

(ix) each stock exchange on which the Covered Bonds are listed shall have confirmed that, following the proposed substitution of the New Company, the Covered Bonds will continue to be listed on such stock exchange; and

(x) if applicable, the New Company has appointed a process agent in England to receive service of process on its behalf in relation to any legal proceedings arising out of or in connection with the Covered Bonds and any Coupons.

(b) Upon such substitution the New Company shall succeed to, and be substituted for, and may exercise every right and power, of the Issuer under the Covered Bonds, any Coupons and the Trust Deed with the same effect as if the New Company has been named as the Issuer herein, and the Issuer shall be released from its obligations under the Covered Bonds, any Coupons and/or Talons and under the Trust Deed.

(c) After a substitution pursuant to Condition 18(a), the New Company may, without the consent of any Covered Bondholder or Couponholder, effect a further substitution. All the provisions specified in Conditions 18(a) and 18(b) shall apply *mutatis mutandis,* and references in these Conditions to the Issuer shall, where the context so requires, be deemed to be or include references to any such further New Company.

(d) After a substitution pursuant to Condition 18(a) or 18(c), any New Company may, without the consent of any Covered Bondholder or Couponholder, reverse the substitution, *mutatis mutandis.*

(e) The Transaction Documents shall be delivered to, and kept by, the Principal Paying Agent. Copies of the Transaction Documents will be available free of charge during normal business hours at the specified office of the Principal Paying Agent.

19. Renominalisation and Reconventioning

If the country of the Specified Currency becomes or, announces its intention to become, a participating Member State, the Issuer may, without the consent of the Covered Bondholders and Couponholders, on giving at least 30 days' prior notice to the Covered Bondholders and the Paying Agents, designate a date (the **Redenomination Date**), being an Interest Payment Date under the Covered Bonds falling on or after the date on which such country becomes a participating Member State to redenominate all, but not some only, of the Covered Bonds of any series.

20. Governing Law and Jurisdiction

The Covered Bonds and any non-contractual obligations arising out of or in connection with the Covered Bonds are governed by, and shall be construed in accordance with, English law, save that the security under the Statutory Pledge referred to in Condition 3 (*Status of the Covered Bonds*) above, shall be governed by, and construed in accordance with Greek law.

The courts of England have exclusive jurisdiction to settle any dispute (a **Dispute**), arising from or connected with the Covered Bonds.

21. Submission to Jurisdiction

(a) Subject to Condition 21(c) below, the English courts have exclusive jurisdiction to settle any dispute (a Dispute), arising out of or in connection with the Covered Bonds and the Coupons, including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with the Covered Bonds and the Coupons (a Dispute) and accordingly each of the Issuer and the Trustee and the Covered Bondholders or Couponholders in relation to any Dispute submits to the exclusive jurisdiction of the English courts.

(b) For the purposes of this Condition 21, the Issuer waives any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.

(c) To the extent allowed by law, the Trustee, the Covered Bondholders and the Couponholders may, in respect of any Dispute or Disputes, take (i) proceedings in any other court with jurisdiction; and (ii) concurrent proceedings in any number of jurisdictions.

22. Appointment of Process Agent

The Issuer irrevocably appoints Eurobank Private Bank Luxembourg S.A., London Branch at Eurobank Private Bank Luxembourg S.A., London Branch, at 25 Berkeley Square, London W1J 6HN, United Kingdom, (Attn.: Mr. Athos Kaissides), Email: AKaissides@eurobankpb.co.uk, Fax: +44 (0)20 7009 1818, as its agent for service of process in any proceedings before the English courts in relation to any Dispute, and agrees that, in the event of Eurobank Private Bank Luxembourg S.A., London Branch being unable or unwilling for any reason so to act, it will immediately appoint another person approved by the Trustee as its agent for service of process in England in respect of any Dispute. The Issuer agrees that failure by a process agent to notify it of any process will not invalidate service. Nothing herein shall affect the right to serve process in any other manner permitted by law.

23. Third Parties

No person shall have any right to enforce any term or condition of this Covered Bond under the Contracts (Rights of Third Parties) Act 1999.

FORMS OF THE COVERED BONDS

The Covered Bonds of each Series will be in either bearer form, with or without interest coupons and/or talons attached, or registered form, without interest coupons and/or talons attached. Bearer Covered Bonds will be issued outside the United States in reliance on Regulation S and Registered Covered Bonds may be issued outside the United States in reliance on Regulation S.

Bearer Covered Bonds

Each Tranche of Bearer Covered Bonds will be in bearer form initially issued in the form of a temporary global covered bond without interest coupons attached (a **Temporary Global Covered Bond**) which will:

(a) if the Bearer Global Covered Bonds (as defined below) are issued in new global covered bond (**NGCB**) form, as stated in the applicable Final Terms, be delivered on or prior to the issue date of the relevant Tranche to a common safekeeper (the **Common Safekeeper**) for Euroclear Bank S.A./N.V. (**Euroclear**) and Clearstream Banking *société anonyme* (**Clearstream, Luxembourg**); and

(b) if the Bearer Global Covered Bonds are not issued in NGCB form, be delivered on or prior to the issue date of the relevant Tranche to a common depositary (the **Common Depositary**) for Euroclear and Clearstream, Luxembourg.

Bearer Covered Bonds will only be delivered outside the United States and its possessions.

Where the Global Covered Bonds issued in respect of any Tranche are in NGCB form, the applicable Final Terms will also indicate whether such Global Covered Bonds are intended to be held in a manner which would allow Eurosystem eligibility. Any indication that the Global Covered Bonds are to be so held does not necessarily mean that the Bearer Global Covered Bonds of the relevant Tranche will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any times during their life as such recognition depends upon satisfaction of the Eurosystem eligibility criteria. The common Safekeeper for NGCBs will either be Euroclear or Clearstream Luxembourg or another entity approved by Euroclear and Clearstream, Luxembourg, as indicated in the applicable Final Terms. Whilst any Bearer Covered Bond is represented by a Temporary Global Covered Bond, payments of principal, interest (if any) and any other amount payable in respect of the Bearer Covered Bonds due prior to the Exchange Date (as defined below) will be made (against presentation of the Temporary Global Covered Bond if the Temporary Global Covered Bond is not issued in NGCB form) only to the extent that certification (in a form to be provided by Euroclear and/or Clearstream, Luxembourg) to the effect that the beneficial owners of interests in such Bearer Covered Bond are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear and/or Clearstream, Luxembourg and Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certification (based on the certifications it has received) to the Principal Paying Agent.

On and after the date (the **Exchange Date**) which is 40 days after a Temporary Global Covered Bond is issued, interests in such Temporary Global Covered Bond will be exchangeable (free of charge) upon a request as described therein either for (a) interests in a permanent global covered bond without interest coupons attached (a **Permanent Global Covered Bond** and, together with the Temporary Global Covered Bonds, the **Bearer Global Covered Bonds** and each a **Bearer Global Covered Bond**) of the same Series or (b) for Definitive Covered Bonds of the same Series with, where applicable, interest coupons and talons attached (as indicated in the applicable Final Terms and subject, in the case of Bearer Definitive Covered Bonds, to such notice period as is specified in the applicable Final Terms), in each case against certification of non-U.S. beneficial ownership as described above unless such certification has already been given. Purchasers in the United States and certain United States persons will not be able to receive Bearer Definitive Covered Bonds or interests in the Permanent Global Covered Bond. The holder of a Temporary Global Covered Bond will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Global Covered Bond for an interest in a Permanent Global Covered Bond or for Definitive Covered Bonds is improperly withheld or refused.

Payments of principal, interest (if any) or any other amounts on a Permanent Global Covered Bond will be made through Euroclear and/or Clearstream, Luxembourg against presentation or surrender (as the case may be) of the Permanent Global Covered Bond (if the Permanent Global Covered Bond is not issued in NGCB form) without any requirement for certification.

The applicable Final Terms will specify that a Permanent Global Covered Bond will be exchangeable (free of charge), in whole but not in part, for Bearer Definitive Covered Bonds with, where applicable, interest coupons and talons attached upon either (a) provided the Covered Bonds have a minimum Specified Denomination, or integral multiples thereof, not less than 60 days' written notice from Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Global Covered Bond) to the Principal Paying Agent as described therein or (b) upon the occurrence of an Exchange Event. For these purposes, **Exchange Event** means that (i) the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, whether statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available or (ii) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Bearer Global Covered Bond (and any interests therein) exchanged for Bearer Definitive Covered Bonds. The Issuer will promptly give notice to Covered Bondholders of each Series of Bearer Global Covered Bonds in accordance with Condition 17 (*Notices*) if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Global Covered Bond) or the Trustee may give notice to the Principal Paying Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (b)(ii) above, the Issuer may also give notice to the Principal Paying Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Principal Paying Agent.

Bearer Global Covered Bonds, Bearer Definitive Covered Bonds and any Coupons or Talons attached thereto will be issued pursuant to the Trust Deed.

The following legend will appear on all Bearer Covered Bonds (other than Temporary Global Covered Bonds) talons and interest coupons relating to such Bearer Covered Bonds where TEFRA D is specified in the applicable Final Terms:

"ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE."

The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Bearer Covered Bonds, talons or interest coupons and will not be entitled to capital gains treatment of any gain on any sale or other disposition in respect of such Bearer Covered Bonds, talons or interest coupons.

Covered Bonds which are represented by a Bearer Global Covered Bond will only be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be.

Registered Covered Bonds

Registered Global Covered Bonds will be (a) if the applicable Final Terms specify the Registered Global Covered Bonds are intended to held in a manner which would allow Eurosystem eligibility (being the new safekeeping structure (**NSS**)), deposited on the relevant Issue Date with the Common Safekeeper; or (b) if the applicable Final Terms specify the Registered Global Covered Bonds are not intended to be held in a manner which would allow Eurosystem eligibility, deposited on the relevant Issue Date with a nominee or Common Depositary for Euroclear or Clearstream, Luxembourg, as applicable.

Any indication that the Registered Global Covered Bonds are to be held in a manner which would allow Eurosystem eligibility does not necessarily mean that the Registered Global Covered Bonds of the relevant Tranche will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any times during their life as such recognition depends upon satisfaction of the Eurosystem eligibility criteria.

Payments of principal, interest and any other amount in respect of the Registered Global Covered Bonds will, in the absence of provision to the contrary, be made to the person shown on the Register (as defined in Condition 6.4) as the registered holder of the Registered Global Covered Bonds. None of the Issuer, the Trustee, any Paying Agent or the Registrar will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Registered Global Covered Bonds or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments of principal, interest or any other amount in respect of the Registered Covered Bonds in definitive form will, in the absence of provision to the contrary, be made to the persons shown on the Register on the relevant Record Date (as defined in Condition 6.4) immediately preceding the due date for payment in the manner provided in that Condition.

Interests in a Registered Global Covered Bond will be exchangeable (free of charge), in whole but not in part, for Registered Definitive Covered Bonds without Coupons or Talons attached only upon the occurrence of an Exchange Event. For these purposes, **Exchange Event** means that (a) in the case of a Registered Global Covered Bond registered in the name of the Common Depositary or its nominee, the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, whether statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available or (b) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Registered Global Covered Bond (and any interests therein) exchanged for Registered Definitive Covered Bonds. The Issuer will promptly give notice to Covered Bondholders of each Series of Registered Global Covered Bonds in accordance with Condition 17 if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any registered holder of an interest in such Registered Global Covered Bond) or the Trustee may give notice to the Registrar requesting exchange and, in the event of the occurrence of an Exchange Event as described in (b) above, the Issuer may also give notice to the Registrar requesting exchange. Any such exchange shall occur not later than 10 days after the date of receipt of the first relevant notice by the Registrar.

General

Pursuant to the Agency Agreement (as defined under "*Terms and Conditions of the Covered Bonds*"), the Principal Paying Agent shall arrange that, where a further Tranche of Covered Bonds is issued which is intended to form a single Series with an existing Tranche of Covered Bonds, the Covered Bonds of such further Tranche shall be assigned a common code and ISIN and, where applicable, CINS number which are different from the common code, ISIN and CINS number assigned to

Covered Bonds of any other Tranche of the same Series until at least the Exchange Date applicable to the Covered Bonds of such further Tranche.

Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any successor operator and/or successor clearing system and/or additional or alternative clearing system specified in the applicable Final Terms or as may otherwise be approved by the Issuer, the Principal Paying Agent and the Trustee.

No Covered Bondholder or Couponholder shall be entitled to proceed directly against the Issuer unless the Trustee, having become so bound to proceed, fails so to do within a reasonable period and the failure shall be continuing.

PROHIBITION OF SALES TO EEA AND UK RETAIL INVESTORS – The Covered Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (**EEA**) or the United Kingdom (**UK)**. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the **Insurance Distribution Directive**),where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended the **PRIIPs Regulation**) for offering or selling the Covered Bonds or otherwise making them available to retail investors in the EEA or the UK has been prepared and therefore offering or selling the Covered Bonds or otherwise making them available to any retail investor in the EEA or the UK may be unlawful under the PRIIPs Regulation.

MiFID II product governance / Professional investors and ECPs only target market – Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Covered Bonds has led to the conclusion that: (i) the target market for the Covered Bonds is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Covered Bonds to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Covered Bonds (a "distributor") should take into consideration the manufacturer's target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Covered Bonds (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.

FORM OF FINAL TERMS

Set out below is the form of Final Terms which will be completed for each Tranche of Covered Bonds issued under the Programme.

NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH REGULATION (EU) 2017/1129 (PROSPECTUS REGULATION) FOR THE ISSUE OF THE COVERED BONDS DESCRIBED BELOW.

Date:	[ ]
Series No.:	[ ]
Tranche No.:	[ ]

EUROBANK S.A.

Legal Entity Identifier (LEI): 213800KGF4EFNUQKAT69

Issue of [*Aggregate Nominal Amount of Tranche*] [*Title of Covered Bonds*]

Under the €5 billion
Global Covered Bond Programme

PART A – CONTRACTUAL TERMS

Any person making or intending to make an offer of the Covered Bonds may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or to supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer.

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Covered Bonds (the **Terms and Conditions**) set forth in the Base Prospectus dated 29 January 2021 [and the supplement to the Base Prospectus dated [*date*]] which [together] constitute[s] a base prospectus (the **Base Prospectus**) . This document constitutes the final terms of the Covered Bonds described herein and must be read in conjunction with the Base Prospectus. Full information on the Issuer and the offer of the Covered Bonds is only available on the basis of the combination of this Final Terms and the Base Prospectus. Copies of the Base Prospectus [and the supplement to the Base Prospectus] are available free of charge at the registered office of the Issuer and from the specified office of each of the Paying Agents. The Base Prospectus [and the supplement to the Base Prospectus] are published on the website of the Luxembourg Stock Exchange (www.bourse.lu).

[*The following alternative language applies if the first Tranche of an issue which is being increased was issued under a Base Prospectus with an earlier date.*

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions (the **Terms and Conditions**) set forth in the Base Prospectus dated [9 April 2010] [29 February 2016] [23 February 2017] [28 February 2018] which are being incorporated by reference in the Base Prospectus dated 29 January 2021. This document constitutes the final terms of the Covered Bonds described herein and must be read in conjunction with the Base Prospectus dated 29 January 2021 [and the supplement to it dated [*date*]], which [together] constitute[s] a base prospectus (the **Base Prospectus**). Full information on the Issuer and the Group and the offer of the Covered Bonds is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus [and any supplements to the Base Prospectus] will be published on the Luxembourg Stock Exchange website (www. bourse.lu). [*Include whichever of the following apply or specify as* "*Not Applicable*" *(N/A). Note that the numbering should remain as set out below, even if* "*Not Applicable*" *is indicated for individual paragraphs or subparagraphs (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted) [Italics denote direction for completing the Final Terms]*.]

1.	(i)	Series Number:	[●]
	(ii)	Tranche Number:	[●]
	(iii)	Trade Date:	[●]
	(iv)	Date on which the Covered Bonds will be consolidated and form a single Series:	The Covered Bonds will be consolidated and form a single Series with [*Provide issued amount/ISIN/maturity date/issue date of earlier Tranches*] on [the Issue Date/exchange of the Temporary Global Covered Bond for interests in the Permanent Global Covered Bond, as referred to in paragraph [●] below, which is expected to occur on or about [date]][Not Applicable]
2.	Specified Currency or Currencies		[●]
3.	Aggregate Nominal Amount of Covered Bonds:		[●]
	[(i)]	Series:	[●]
	[(ii)	Tranche:	[●]
4.	Issue Price:		[●] per cent of the Aggregate Nominal Amount [plus accrued interest from [*insert date*] (*if applicable*)]
5.	(i)	Specified Denominations:	[●] *N.B. Where multiple denominations above [€100,000] or equivalent are being used the following sample wording should be followed:* *€100,000 and integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No Covered Bonds in definitive form will be issued with a denomination above [€199,000].)* *(N.B. Covered Bonds must have a minimum denomination [€100,000] (or equivalent.))*
	(ii)	Calculation Amount:	[●]
6.	(i)	Issue Date:	[●]
	(ii)	Interest Commencement Date:	[●][*NB An Interest Commencement Date will not be relevant for certain Covered Bonds, for example Zero Coupon Covered Bonds.]*
7.	(i)	Final Maturity Date:	[*Fixed rate - specify date/Floating Rate - Interest Payment Date falling in or nearest to [Specify month and year*]
	(ii)	Extended Final Maturity Date	[*Fixed rate – specify date/Floating rate –* Interest Payment Date falling in or nearest to [*specify month and year, in each case falling one year after the Final Maturity Date*]] [If an Extended Final Maturity Date is specified and the Final Redemption Amount is not paid in full on the Final Maturity Date, payment of the unpaid amount will be automatically deferred until the Extended Final Maturity Date, provided that any amount representing the Final Redemption Amount due and remaining

		unpaid on the Final Maturity Date may be paid by the Issuer on any Interest Payment Date occurring thereafter up to (and including) the relevant Extended Final Maturity Date. See Condition 6 (*Payments*)
		(N.B. Zero Coupon Covered Bonds are not to be issued with an Extended Final Maturity Date unless otherwise agreed with the Dealers and the Trustee)
8.	Interest Basis:	*[[●] per cent Fixed Rate]* *[[●] per cent Floating Rate]* *[Zero Coupon]*
9.	Intentionally left blank	
10.	Change of Interest Basis	*[Specify date on which any fixed to floating rate change occurs] [Not applicable]*
11.	Put/Call Options:	*[Not Applicable]* *[Issuer Call]* *[(further particulars specified below under Provisions relating to Redemption)]*
12.	[Date [Board] approval for issuance of Covered Bonds obtained:]	*[●]* *(N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Covered Bonds)*
13.	Redenomination:	*[Applicable/Not Applicable]*

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14.	Fixed Rate Covered Bond Provisions		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Rate[(s)] of Interest:	[●] per cent per annum payable in arrear on each Interest Payment Date
	(ii)	Interest Payment Date(s):	[[●] in each year up to and including the Final Maturity Date, or the Extended Final Maturity Date, if applicable] [Applicable/Not Applicable]
	(iii)	Business Day Convention	[Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/[Not applicable]
	(iv)	Business Day(s)	[●]
	(v)	Additional Business Centre(s)	[●]

	(vi)	Fixed Coupon Amount[(s)]: *(Applicable to Covered Bonds in definitive form)*	[●] per Calculation Amount
	(vii)	Broken Amount(s): (Applicable to Covered Bonds in definitive form)	[●] per Calculation Amount payable on the Interest Payment Date falling [in/on] [●]/[Not applicable]
	(viii)	Day Count Fraction:	[30/360/Actual/Actual [ICMA/ISDA] [adjusted/not adjusted]
	(ix)	Determination Date	[[●] in each year]/[Not Applicable] [*Insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon*]
15.	Floating Rate Covered Bond Provisions		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Interest Period(s):	[●]
	(ii)	Specified Interest Payment Dates:	[●] [subject to adjustment in accordance with the Business Day Convention set out in (iv) below/, not subject to adjustment, as the Business Day Convention in (iv) below is specified to be not Applicable]
	(iii)	First Interest Payment Date:	[●]
	(iv)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/ Modified Following Business Day Convention/Preceding Business Day Convention/[Not Applicable]]
	(v)	Additional Business Centre(s):	[●]
	(vi)	Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination/ISDA Determination]
	(vii)	Party responsible for calculating the Rate of Interest and Interest Amount (if not the Principal Paying Agent):	[●]
	(viii)	Screen Rate Determination:	
		(i) Reference Rate:	[●] Month
		(ii) Interest Determination Date(s):	[●] *N.B. Specify the Interest Determination Date(s) up to and including the Extended Final Maturity Date, if applicable*
		(iii) Relevant Screen Page:	[●] (*Specify Reuters Screen/Other page*)

(ix)	Linear Interpolation	[Not Applicable/Applicable – the Rate of interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (specify for each short or long interest period)]
(x)	ISDA Determination:	
	(i) Floating Rate Option:	[●]
	(ii) Designated Maturity:	[●]
	(iii) Reset Date:	[●]
(xi)	Margin(s):	*[+/-][*●] per cent per annum
(xii)	Minimum Rate of Interest:	[●] per cent per annum
(xiii)	Maximum Rate of Interest:	[●] per cent per annum
(xiv)	Day Count Fraction:	[Actual/ Actual (ISDA)/(ICMA)] [Actual/365 (Fixed)] [Actual/365 (Sterling)] [Actual/360] [30/360] [30/360] [Bond Basis] [30E/360] [30E/360 (ISDA)] [adjusted/not adjusted]

16.	Zero Coupon Covered Bond Provisions	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
(i)	[Accrual] Yield:	[●] per cent per annum
(ii)	Reference Price:	[●]
(iii)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/ Modified Following Business Day Convention/Preceding Business Day Convention/[*Not Applicable*]]
(iv)	Business Day(s):	[●]
(v)	Additional Business Centre(s):	[●]
(vi)	Day Count Fraction in relation to Early Redemption Amounts and late payments:	[30/360] [[Actual/Actual][(ISDA/ICMA)]]

PROVISIONS RELATING TO REDEMPTION

17.	Issuer Call	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-*

paragraphs of this paragraph)

(i)	Optional Redemption Date(s):	[●]
(ii)	Optional Redemption Amount(s):	[●] per Calculation Amount
(iii)	(If redeemable in part:	
	(a) Minimum Redemption Amount:	[●] per Calculation Amount
	(b) Maximum Redemption Amount:	[●] per Calculation Amount
(iv)	Notice period (if other than as set out in the Terms and Conditions)	[●] (*N.B. If setting notice periods which are different to those provided in the Terms and Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent and the Trustee*)
18.	Intentionally left blank.	
19.	Final Redemption Amount of each Covered Bond	[●] per Calculation Amount
20.	Early Redemption Amount	
	Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons or on event of default	[●] per Calculation Amount

GENERAL PROVISIONS APPLICABLE TO THE COVERED BONDS

21.	Form of Covered Bonds:	[Bearer Covered Bonds: [Temporary Global Covered Bond exchangeable for a Permanent Global Covered Bond which is exchangeable for Definitive Covered Bonds [on 60 days' notice given at any time/only upon an Exchange Event]] (*N.B. The exchange upon notice should not be expressed to be applicable if the Specified Denomination of the Covered Bonds in paragraph 6 includes language substantially to the following effect: "[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]."*) [Registered Covered Bonds registered in the name of a nominee of the [Common Safekeeper]/[common depositary] for Euroclear and Clearstream, Luxembourg]
22.	[New Global Covered Bond]/[New Safekeeping Structure]:	[Yes/No]

23.	Additional Financial Centre(s)	[Not Applicable/*give details*]. *Covered Bond that this item relates to the date and place of payment, and not interest period end dates, to which items [14(ii)] relates*]
24.	Talons for future Coupons to be attached to Definitive Covered Bonds:---------------------------------	[Yes, as the Covered Bonds have more than 27 Coupon payments if, on exchange into definitive form, more than 27 coupon payments are still to be made/No. *If yes, give details*]

THIRD PARTY INFORMATION

((*Relevant third party information*) has been extracted from (*specify source*). The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by (*specify source*), no facts have been omitted which would render the reproduced information inaccurate or misleading.

Signed on behalf of Eurobank S.A.

By:

Duly Authorised:

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

(i)	Admission to trading and admission to listing:	[Application has been made by the Issuer (or on its behalf) for the Covered Bonds to be admitted to trading on [the *Euro MTF market of the Luxembourg Stock Exchange and to be listed on the Official List of the Luxembourg Stock Exchange] [The applicable Final Terms will state whether or not the relevant Covered Bonds are to be listed and/or admitted to trading and, if so, on which stock exchanges and/or markets.]* with effect from [●]. [Application is expected to be made by the Issuer (or on its behalf) for the Covered Bonds to be admitted to trading on [the *Euro MTF market of the Luxembourg Stock Exchange and to be listed on the Official List of the Luxembourg Stock Exchange] [The applicable Final Terms will state whether or not the relevant Covered Bonds are to be listed and/or admitted to trading and, if so, on which stock exchanges and/or markets*]with effect from [ ].] [Not Applicable.] *((NB: Where documenting a fungible issue need to indicate that original Covered Bonds are already admitted to trading.)*
(ii)	Estimate of total expenses related to admission to trading:	[●]

2. RATINGS

Ratings:	The Covered Bonds to be issued [[have been/are expected to be] rated]/[The following ratings reflect ratings assigned to Covered Bonds of this type issued under the Programme General]: Moody's: [●] Other: [●] Moody's is established in the European Union and is registered under Regulation (EC) No 1060/2009 (as amended) (the **CRA Regulation**).]

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

Save for any fees payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the issue of the Covered Bonds has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business. – *Amend as appropriate if there are other interests.*

[(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus)]

4. YIELD (Fixed Rate Covered Bonds only)

Indication of yield:	[●] (Not Applicable]

5. HISTORIC RATES (Floating Rate Covered Bonds only)

Details of historic rates can be obtained from Reuters.

6. OPERATIONAL INFORMATION

ISIN Code:	[●]
Common Code:	[●]
(*insert here any other relevant codes such as CINS codes*):	[●]
Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking *société anonyme* and the relevant identification number(s):	[Not Applicable/*give name(s) number(s) and address/es*]
Delivery:	Delivery [against/free of] payment
Names and addresses of initial Paying Agent(s):	[●]
Names and addresses of additional Paying Agent(s) (if any):	[●]
Name and address of Calculation Agent (if any)	[●]
Intended to be held in a manner which would allow Eurosystem eligibility:	[Yes Note that the designation "yes" simply means that the Covered Bonds are intended upon issue to be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as Common Safekeeper)] *[include this text for registered Covered Bonds*] and does not necessarily mean that the Covered Bonds will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.] [No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Covered Bonds are capable of meeting them the Covered Bonds may then be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper)] [include this text for registered Covered Bonds]. Note that this does not necessarily mean that the Covered Bonds will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

7. **DISTRIBUTION**

Method of distribution:	[Syndicated/Non-syndicated]
If syndicated, names of managers:	[Not applicable/give names]
Date of [Subscription] Agreement:	[ ]
Stabilising Manager(s) (if any):	[Not Applicable/give name]
U.S. Selling Restrictions	[D Rules / C Rules / TEFRA Not Applicable]
If non-syndicated, name of relevant Dealer:	[Not Applicable/give name]
Prohibition of Sales to EEA and UK Retail Investors:	[Not Applicable/Applicable]

INSOLVENCY OF THE ISSUER

The Greek Covered Bond Legislation contains provisions relating to the protection of the Covered Bondholders and other Secured Creditors upon the insolvency of the Issuer.

In the event of insolvency of the Issuer, the Greek Covered Bond Legislation provides that the Cover Pool will at all times remain segregated from the insolvency estate of the Issuer until payment of any amounts due to the Covered Bondholders has been made in full. Upon registration of the Registration Statements with the public registry, the issue of the Covered Bonds, the creation of the Statutory Pledge and the security governed by foreign law (including pursuant to the Deed of Charge), the payments to Covered Bondholders and other Secured Creditors and the entry into of any agreement relating to the issue of Covered Bonds will not be affected by the commencement of insolvency proceedings in respect of the Issuer. All collections from the Cover Pool Assets shall be applied solely towards payment of amounts due to the Covered Bondholders and other Secured Creditors.

Pursuant to the Greek Covered Bond Legislation, both before and after the commencement of insolvency proceedings in respect of the Issuer, the Cover Pool may be autonomously managed until full payment of the amounts due to the Covered Bondholders and the other Secured Creditors has been made. To ensure continuation of the servicing in the event of insolvency of the Issuer acting as the Servicer the Greek Covered Bond Legislation provides that the Transaction Documents may provide for the substitution of the Servicer upon the insolvency of the Issuer.

In the event that no substitute servicer is appointed pursuant to the Transaction Documents, continuation of the servicing is ensured as follows: in the event of the Issuer's insolvency under Greek Law 4261/2014, the Bank of Greece may appoint a servicer, if the trustee fails to do so. Such person may either be (a) an administrator or a special liquidator (under articles 137 or 145 respectively of Greek Law 4261/2014), and in such an event servicing of the Cover Pool will be included in their general powers over the Issuer's assets; or (b) in addition to such persons, a person specifically carrying out the servicing of the Cover Pool. Any such person appointed as described under (a) or (b) above shall be obliged to service the Cover Pool in accordance with the terms of the Servicing and Cash Management Deed.

Any of the aforementioned parties performing the role of the servicer, as well as the special liquidator that will be appointed by the Bank of Greece to undertake the management of the Issuer, will be required to treat the Cover Pool as a segregated pool of assets on the basis of the segregation provisions of Article 152 and in accordance with the Servicing and Cash Management Deed, the terms of which, including, *inter alia*, the termination, substitution and replacement provisions, will at all times apply.

Further to the above, the covered bonds are excluded from the liabilities that are subject to the bail-in tool of article 44 of Greek Law 4335/2015 (which transposed into Greek Law article 44 of Directive 2014/59/EU) to the extent that they are secured. In particular, all secured assets relating to a covered bond cover pool should remain unaffected, segregated and with enough funding. Nevertheless, the resolution authority may exercise its power of conversion or write down, where appropriate, in relation to any part of a secured liability that exceeds the value of the security.

USE OF PROCEEDS

The net proceeds from each issue of Covered Bonds will be applied by the Issuer for its general corporate purposes.

OVERVIEW OF THE GREEK COVERED BOND LEGISLATION

The following is an overview of the provisions of the Greek Covered Bond Legislation relevant to the transactions described in this Base Prospectus and of which prospective Covered Bondholders should be aware. The summary does not purport to be, and is not, a complete description of all aspects of the Greek legislative and regulatory framework pertaining to covered bonds and prospective Covered Bondholders should also read the detailed information set out elsewhere in this Base Prospectus.

Introduction

The transactions described in this Base Prospectus are the subject of specific legislation, the Greek Covered Bond Legislation. As mentioned elsewhere in the Base Prospectus, the Greek Covered Bond Legislation includes article 152 of Greek Law 4261/2014 (such law being published in the Government Gazette No. 107/A/05 05 2014 and dealing with, *inter alia*, the access to the activity of credit institutions (defined elsewhere in this Base Prospectus as **Article 152**) and the Act of the Governor of the Bank of Greece No. 2598/2007 entitled "Regulatory framework for covered bonds issued by credit institutions" and published in the Government Gazette No. 2236/B/21 11 2007, as amended and restated by the codifying Act of the Governor of the Bank of Greece No. 2620/2009 (published in the Government Gazette No. 2107/B/29 09 2009). The Greek Covered Bond Legislation has been enacted, with a view, inter alia, to complying with the standards of article 52(4) of Directive 2009/65/EC (as amended), and entitles credit institutions to issue (directly or through a special purpose vehicle) covered bonds with preferential rights in favour of the holders thereof and certain other creditors over a cover pool comprised by certain assets discussed in further detail below.

The provisions of the Greek Covered Bond Legislation that are relevant to the Programme may be summarised as follows:

Article 152

Credit institutions may issue Covered Bonds pursuant to the provisions of Article 152 and the general provisions of Greek law on bonds (articles 1 9, 12 and 14 of Greek Law 3156/2003).

In deviation from the Greek general bond law provisions, the bondholders' representative (also referred to as the trustee) may be a credit institution or an affiliated company of a credit institution entitled to provide services in the European Economic Area. Unless otherwise set out in the terms and conditions of the bonds, the trustee is liable towards bondholders for wilful misconduct and gross negligence.

Cover Pool – composition of assets

Paragraph 3 of Article 152 provides that the assets forming part of the cover pool may include receivables deriving from loans and credit facilities of any nature and, on a supplementary basis, receivables deriving from financial instruments (such as, but not limited to, receivables deriving from interest rate swaps contracts), deposits with credit institutions and securities, as specified by a decision of the Bank of Greece.

Following an authorisation originally provided by article 91 of Greek Law 3601/2007 and repeated by Article 152, the Bank of Greece has defined, in the Secondary Covered Bond Legislation, the cover pool eligible assets as follows:

(a) certain eligible assets set out in paragraph 8(b) of Section B of the Bank of Greece Act No. 2588/20 08 2007 (on the "Calculation of Capital Requirements for Credit Risk according to the Standardised Approach"), as amended as of 31 December 2010 by the Bank of Greece Act No. 2631/29 10 2010 and by Bank of Greece Act No. 7/10.01.13, including claims deriving from loans and credit facilities of any nature secured by residential real estate. Following the entry into force of Regulation (EU) 575/2013 on 1 January 2014, the reference to paragraph 8(b) should be read as a reference to Article 129 of Regulation (EU) 575/2013;

(b) derivative financial instruments satisfying certain requirements as to the scope thereof and the capacity of the counterparty;

(c) deposits with credit institutions (including any cash flows deriving therefrom) provided that such deposits comply with paragraph 8(b) of Section B of the Bank of Greece Act No 2588/20 8 2007 as amended as of 21 December 2010 by the Bank of Greece Act No 2631/29 10 2010 and by the Bank of Greece Act 7/10.01.2013; and

(d) Marketable Assets.

Loans that are in arrears for more than 90 days shall not be included in the Cover Pool for the purposes of the calculations required under the Statutory Tests.

The Bank of Greece has also set out requirements as to the substitution and replacement of cover pool assets by other eligible assets (including, *inter alia*, marketable assets, as defined in the Act of the Monetary Policy Council of the Bank of Greece No. 54/27 02 2004 as substituted by Act No. 96/22.04.2015).

Benefit of a prioritised claim by way of statutory pledge

Claims comprised in the cover pool are named in a document (defined elsewhere in this Base Prospectus as a **Registration Statement**) signed by the issuer and the trustee and registered in a summary form including the substantial parts thereof, in accordance with article 3 of Greek Law 2844/2000. The form of the Registration Statement has been defined by Ministerial Decree No. 95630/08 09 2008 (published in the Government Gazette No 1858/B/12 09 2008) of the Minister of Justice. Receivables forming part of the cover pool may be substituted for others and receivables may be added to the cover pool in the same manner.

Holders of covered bonds and certain other creditors having claims relating to the issuance of the covered bonds (such as, *inter alios*, the trustee, the servicer and financial derivatives counterparties) named as secured creditors in the terms and conditions of the covered bonds are secured (by operation of paragraph 4 of Article 152) by a statutory pledge over the cover pool, or, where a cover pool asset is governed by foreign law, by a security *in rem* created under applicable law.

With respect to the preferential treatment of covered bondholders and other secured creditors and pursuant to paragraph 6 of Article 152, claims that have the benefit of the statutory pledge rank ahead of claims referred to in article 975 of the Code of Civil Procedure (a general provision of Greek law on creditors' ranking), unless otherwise set out in the terms and conditions of the covered bonds. In the event of bankruptcy of the issuer, covered bondholders and other creditors secured by the statutory pledge shall be satisfied in respect of the portion of their claims that is not paid off from the cover pool in the same manner as unsecured creditors from the remaining assets of the issuer.

To ensure bankruptcy remoteness of the assets in the cover pool, paragraph 7 of Article 152 provides that upon registration of the Registration Statement with the public registry, the validity of the issue of the covered bonds, the creation of the statutory pledge and the real security governed by foreign law, if any, the payments to covered bondholders and other creditors secured by the statutory pledge, as well as of the entry into force of any agreement relating to the issue of covered bonds may not be affected by the commencement of insolvency proceedings in respect of the issuer.

Paragraph 8 of Article 152 safeguards the interests of covered bondholders and other secured creditors in providing that assets included in the cover pool may not be attached/seized nor disposed by the issuer without the written consent of the trustee, unless otherwise set out in the terms and conditions of the covered bonds.

Paragraph 9 of Article 152 deals with the servicing of the cover pool. In particular, it provides that the terms and conditions of the covered bonds may specify that either from the beginning or following the occurrence of certain events, such as, but not limited to, the commencement of insolvency proceedings in respect of the issuer, the trustee may assign to third parties or carry out itself the collection of and, in general, the servicing of the cover pool assets by virtue of an analogous application of the Greek provisions on servicing applicable to securitisations (paragraphs 14 through 16 of article 10 of Greek Law 3156/2003).

Paragraph 9 of Article 152 also provides that the trustee may also, pursuant to the terms and conditions of the bonds and the terms of its relationship with the bondholders, sell and transfer the assets forming part of the cover pool either by virtue of an analogous application of articles 10 and 14 of Greek Law 3156/2003 concerning securitisation of receivables or pursuant to the general legislative provisions and utilise the net proceeds from the sale to pay the claims secured by the statutory pledge, in deviation from articles 1239 and 1254 of the Greek Civil Code on enforcement of pledges and any other legislative provision to the contrary. For the purposes of facilitating the transfer pursuant to the abovementioned securitisation provisions of Greek Law 3156/2003 the transferor shall not be required to have a permanent establishment in Greece.

In the event of the issuer's insolvency the Bank of Greece may appoint a servicer, if the trustee fails to do so. Sums deriving from the collection of the receivables that are covered by the statutory pledge and the liquidation of other assets covered thereby are required to be applied towards the payment of the covered bonds and other claims secured by the statutory pledge pursuant to the terms and conditions of the covered bonds.

Paragraph 9 of Article 152 also deals with banking secrecy and personal data processing. In particular, it provides that the provisions of paragraphs 20 through 22 of article 10 of Greek Law 3156/2003 that regulate these issues for Greek securitisation transactions shall apply *mutatis mutandis* to the sale, transfer, collection and servicing, in general, of the assets constituting the cover pool.

Paragraph 11 of Article 152 confirms that covered bonds may be listed on a regulated market within the meaning of paragraph 10 of Article 2 of Greek Law 3606/2007, as in force, and paragraph 21 of Article 4 of Directive 2014/65/EU and offered to the public pursuant to applicable provisions.

Article 152 authorises the Bank of Greece to deal both with specific issues, such as, the definition of the cover pool, the ratio between the value of the cover pool assets and that of covered bonds, the method for the evaluation of cover pool assets and requirements to ensure adequacy of the cover pool and any details in general for the implementation of Article 152.

The Secondary Covered Bond Legislation

The Secondary Greek Covered Bond Legislation has been issued by the Bank of Greece by virtue of authorisations given by Article 152 as aforesaid. To this effect, the Secondary Greek Covered Bond Legislation sets out requirements for the supervisory recognition of covered bonds, including, requirements as to the issuer's risk management and internal control systems; requirements as to a minimum amount of regulatory own funds on a consolidated basis and capital adequacy ratio; definition and eligibility criteria as to the initial cover pool and the substitution and replacement of cover pool assets; requirements in respect of the ratio between the value of the cover pool assets and the value of covered bonds, the ratio between the net present value of liabilities under the covered bonds and the net present value of the cover assets, the ratio between interest payments on covered bonds and interest payments on cover pool assets and the revaluation of the value of the real estate property mortgaged; requirements for the performance of quarterly reviews by the servicer and annual audits thereof by independent chartered accountants; requirement to appoint a trustee; provisions regarding measures to be taken in the event of insolvency procedures in respect of the issuer; procedures for the submission of documents to obtain approval by the Bank of Greece in respect of the issuance of covered bonds; provisions relating to the position weighting of covered bonds; and data reporting and disclosure requirements.

EUROBANK S.A.

For the purposes of this section of the Offering Circular, references to the “Group” shall be to Eurobank and its consolidated entities.

Overview

Eurobank is one of the four systemic banks in Greece operating in key banking product and service markets. As at 30 June 2020, the Group had €66.9 billion in consolidated total assets, €36.9 billion in gross loans and advances to customers and €45.2 billion, in customer deposits, a network of 652 branches and a worldwide workforce of 12,235 employees. Eurobank’s registered office is at 8 Othonos Street, Athens 10557, Greece, its telephone number is +30 210 333 7000 and its website is http://www.eurobank.gr.

Eurobank offers a wide range of financial services to the Group’s retail and corporate clients. Eurobank has a strategic focus in Greece in fee-generating activities, such as asset management, private banking, equity brokerage, treasury sales, investment banking, leasing, factoring, real estate and trade finance. Eurobank is also among the leading providers of banking services and credit to SMEs, small businesses and professionals, large corporates and households.

The Group has an international presence in six countries outside Greece, with operations in Bulgaria, Serbia, Romania, Cyprus, Luxembourg and the United Kingdom, which, as at 30 June 2020, collectively represented 272 branches, 29 business centres and 39 per cent. of the Group's total workforce. As at 30 June 2020, the Group's international operations had €15.9 billion in total assets (24 per cent. of the Group's total), €7.8 billion in gross loans (21 per cent. of the Group's total) and €12.4 billion in customer deposits (27 per cent. of the Group's total).

Strategy

Reflecting the difficult economic conditions in Greece since the financial crisis, the Group’s strategy is to operate profitably and maintain a strong capital base. Its primary target is to achieve sustained profitability, through further expansion of pre-provision income, to continue to substantially reduce its credit provisions and to strengthen the profitability of its international operations. In addition to completing its transformation plan (which, as described below, was achieved in the third quarter of 2020) the key components of the strategy are:

Focus on segments with liquidity and the potential for profitability, aiming to become the primary bank for its clients

The Group is focusing its business generation activity on those parts of its customer base with the highest value and where it believes that it has a strong market position, including in particular large corporates, SMEs, small businesses and professionals (“SBs”), and affluent individuals. These four customer segments also have the potential to provide high levels of liquidity (for example through deposits) and profitable business opportunities to the Group. Within each customer segment, the Group focuses on the customers who offer the highest potential business opportunities, based on their liquidity, resilience and competitive position within their respective business sectors, and aims to become an enhanced, or the primary, banking relationship for those customers. In order to identify these customers most efficiently, the Group has adopted a segment-based organisational structure, which identifies clients according to client size, complexity and revenue potential, and also uses advanced client profitability measurement tools and key performance indicators, such as economic value added and risk-adjusted return on capital.

Offer differentiated service levels based on customer value to the Group

The Group differentiates its customer service, offering a high quality personalised service model to high value customer segments and a lower cost service model to other customer segments. This strategy is enabled by the Group's digital distribution channels, including phone banking, e-banking and m-banking, and customer analytics capabilities, which, in each case, assist the Group in identifying which aspects of customer service matter most to different customer types.

Offer a wide array of ancillary services through dedicated teams and enabling tools, aiming to increase the Group's fee and commission income and deposit gathering

The Group's strong market positions in key fee-generating businesses provides an opportunity for it to increase its fee and commission income. The Group intends to achieve this through:

- offering risk and liquidity management services for business clients, combined with its transaction banking and cash management offering;
- cross-selling capital-light products; and
- selling bancassurance products through its distribution agreement with Eurolife FFH, one of the leading insurance groups in Greece.

The Group believes its expertise in providing advisory services on European funding programmes, as well as its "Exportgate" platform (described below under "—Global Corporate and Investment Banking—Cash and Trade Services") and strong position in fee generating activities, including factoring, cash management, trade finance, corporate finance, debt capital markets and brokerage, will support this strategy.

Pursue digital transformation to become a leader in digital banking

The Group continuously invests in tools and develops capabilities aiming to become a digital banking leader with innovative e-products, enhanced operational efficiency and customer service excellence. Special emphasis is placed on leveraging the wealth of data (through the use of advanced analytics and artificial intelligence technologies), on continuously improving user experience and on embracing relevant ecosystems and establishing partnerships with third parties to deliver additional value to the Group's clients.

Reduce costs through an efficient operating model and structural changes to increase efficiency

A number of initiatives to increase efficiency and reduce costs have been identified. These initiatives include:

- focused investments in operations and Technology to increase automation and efficiency and to contain costs;
- simplifying the organisational structure by further centralising support functions and consolidating reporting lines;
- efforts to optimise the distribution network;
- reducing non-personnel costs;
- streamlining operational processes and procedures by capitalising on digital transformation;
- reviewing selective outsourcing and in-sourcing opportunities;

- streamlining product portfolios; and
- further rationalising international operations.

"Lean and Digital" (Le.D. Programme)

In order to improve customer experience, reduce costs and improve speed and efficiency of operations, the Le.D. Programme has been introduced to focus on lean banking methodologies and digital implementation tools for redesigning the internal and external customer experience. A dedicated unit has been set up to manage all such cross-functional projects.

Enhance and optimise real estate management

Following the merger with Grivalia and in order to more effectively manage its significant real estate portfolio and stock of real estate-owned assets ("REOs"), Eurobank has outsourced on a long-term basis its real estate activities to two specialised providers: Grivalia Management Company, which comprises former Grivalia executives and has agreed to advise Eurobank on its overall real estate strategy and asset management, and Cerved Property Services (the former Eurobank Property Services operation that was acquired by Cerved Credit Management Group S.p.A.), which is responsible for the operational activities relating to REOs, including agency services and valuations of Eurobank's own real estate and real estate collateral books.

Corporate transformation - demerger and NPEs reduction acceleration plan

In November 2018, Eurobank Holdings announced its transformation plan, which comprised (i) the merger with Grivalia that was completed in April 2019 and (ii) the NPEs reduction Acceleration plan made up of the following steps:

a) the securitisation of approximately €2 billion of NPEs, through the issue of senior, mezzanine and junior notes and the sale of 95 per cent. of the above mentioned mezzanine and junior notes to a third party investor, resulting in the de-recognition of the securitised NPEs from the Group's consolidated balance sheet. This step was completed in September 2019;

b) the securitisation of approximately €7.5 billion of NPEs, through the issue of senior, mezzanine and junior notes which was completed in June 2020;

c) the legal separation of the core and non-core banking operations of the former Eurobank Ergasias S.A. through the hive-down of its core banking operations to Eurobank, which was completed in March 2020 (see – "The Demerger");

d) the entry of a strategic investor into Financial Planning Services S.A. ("FPS"), the licensed 100 per cent. owned loan servicer of Eurobank, which was completed in June 2020 through the sale of 80 per cent. of FPS to doValue S.p.A.;

e) the sale of a portion of Cairo mezzanine (20 per cent.) and junior (50.1 per cent.) notes to a third party investor, which was completed in June 2020 through the sale to doValue S.p.A.); and

f) the contemplated de-recognition of the securitised NPEs referred to in paragraph (e) above through the disposal/distribution of the remaining Cairo mezzanine and junior notes, subject, among other matters, to corporate and regulatory approvals. This step was completed in the third quarter 2020.

In relation to paragraph (c) above, the demerger of the former Eurobank Ergasias S.A. by virtue of (i) the hive down of its core banking business operations and (ii) the establishment of a new credit institution under the corporate name "Eurobank S.A." were completed on 20 March 2020. On that date, (i) Eurobank Holdings became the shareholder of Eurobank S.A. by acquiring all the shares issued by Eurobank S.A. (3,683,244,830 common registered shares with a nominal value of €1.10 each); and (ii) Eurobank S.A., by operation of universal succession under Greek law, assumed all of the assets and liabilities of the core banking operations of Eurobank Holdings.

The following are the key benefits of the transformation plan:

- the legal separation of the new banking subsidiary, Eurobank, will allow its management to focus on core banking activities;
- a significant balance sheet de-risking through the securitisation of NPEs, while retaining those that Eurobank believes have better recovery and curing potential; and
- accelerated reduction of NPEs, as evidenced by Eurobank having achieved an NPE ratio of 15.3 per cent. as at 30 June 2020 (compared to the former Eurobank Ergasias S.A., NPE ratio of 32.8 per cent. as at 30 June 2019) and paving the way for a single digit NPE ratio by 2022.

Recent developments

The COVID-19 outbreak has created substantial uncertainties and risks for a number of businesses as they operate under the restrictive measures adopted to contain the virus.

Due to the COVID-19 situation, visibility for the future is currently limited, as the depth and duration of the crisis hinges on the evolution of COVID-19, consumer behaviour and the effect of the policy measures adopted.

In this challenging environment, the Group continuously monitors the developments relating to COVID-19 and has increased its level of readiness, so as to accommodate decisions, initiatives and policies in order to fulfil, to the maximum possible extent, its strategic and business goals. In particular, the Group's strategic objectives currently focus on:

- protecting the health and safety of its employees and clients;
- ensuring business continuity;
- further investing in digitisation and exploiting the lessons learned during the lockdown period in an effort to enhance further productivity; and
- supporting the Group's clients, especially businesses with new loans and payment moratoria.

In addition, Eurobank has established the Remedial and Servicing Strategy Sector ("RSS") which is developing its NPE reduction plan and closely monitoring the execution of the approved strategies and service-level agreements with doValue Greece, including ensuring compliance with regulatory requirements.

Retail Banking

Overview

Eurobank is one of four systemic financial institutions in Greece with a significant role in the country's retail banking landscape, with 328 branches as at 30 June 2020. Eurobank offers its retail customers a broad range of deposit, loan, investment and bancassurance products, as well as other retail banking services.

Eurobank's current retail banking model is structured around its core customer segments, a multi-channel distribution platform and centralised, integrated product units. Eurobank's core segments cover individuals (which includes affluent individuals, salary earners and mass clients), as well as small businesses. Eurobank's multi-channel distribution platform includes a nationwide network of branches with segment-oriented relationship managers, digital distribution channels (such as phone banking, e-banking and m-banking), the Greek postal offices network, as well as third party partners (such as automobile dealers and real estate brokers). Eurobank's centralised product units design and deliver the whole spectrum of retail banking products and services with a focus on customer relevance and efficiency.

In 2020, for the seventh consecutive year, World Finance Magazine recognised Eurobank’s Retail Banking business as the Best Retail Bank in Greece. Eurobank has consistently differentiated itself from its competitors primarily through its customer-driven and technology-enabled innovation as well as its customer service. Eurobank's objective is to set its clients at the centre of its business model based on the principles of simplicity, transparency and seamlessness and to build solid, well-rounded banking relationships with its clients. In this connection, Eurobank's ongoing transformation from a product-centric to a customer-centric approach focuses on developing an end-to-end segment driven sales and service model with an efficient multi-channel distribution platform.

Eurobank’s retail products and services include deposit and investment products, cards, lending products, transactional services and bancassurance products.

Mortgage lending

The Group's mortgage loan portfolio balance in the Greek market amounted to €10.2 billion as at 30 June 2020, which Eurobank estimates to be approximately 18 per cent. of the total market.

In September 2019, Eurobank launched a new innovative mortgage product offering for the first time fixed interest rates throughout the term of the loan without any prepayment fee.

Additionally, Eurobank has a customised "Risk & Value Based Pricing" policy which is designed to reward customers through preferential pricing on their mortgage loans based on their credit profile and their overall relationship with Eurobank. A customer’s credit profile is determined by its National Credit Bureau (Teiresias) score, as well as internally developed credit risk models. Emphasis is given to the value applied to certain customer groups, such as customers who have maintained their deposit or investment relationship with Eurobank and customers meeting certain other criteria, such as Group Sales customers and Personal and Private Banking customers. Customised pricing policies aim to preserve valuable relationships and to further enhance and broaden the relevant customer’s cooperation with Eurobank.

Consumer lending

Eurobank continues to promote consumer loan products through tailored promotional activities directed towards existing customers. In addition, through its "Risk & Value Based Pricing" policy, Eurobank offers more favourable and customised pricing terms to low credit risk customers.

Eurobank’s strategy in the consumer loans business is to focus on purpose-specific loans, such as auto loans and loans addressed to Group Sales customers, while implementing a sophisticated multi-channel sales approach for both existing and prospective clients.

In October 2020, Eurobank offered an e-loan product within its e-Banking channel, which can be acquired online through the use of an automated credit mechanism and digital signatures.

Eurobank operates in the automobile financing business through an extended network of dealers and sustains valuable relationships with all the significant dealers and distributors in the Greek market.

Credit, debit and prepaid cards and acceptance services

Eurobank offers a wide variety of card products, both for retail and corporate customers. With over 2.9 million debit, credit and prepaid cards in the market and a turnover portfolio which exceeded €2.5 billion as at 30 June 2020, Eurobank is a leader in the bank card business in the Greek market.

In 2019, Eurobank was the first bank in Greece to offer its e-banking users an end-to-end digital, omni channel, credit card application functionality that allows for instant credit decisions and digital signatures, without the need for customers to visit a branch.

In May 2020, Eurobank launched its own issuer digital wallet, "Eurobank Wallet", a payment service allowing individual holders of Eurobank debit and credit MasterCard cards to make payments directly using their Android mobile phone. By using Eurobank's mobile app, cardholders can make contactless payments, without the need to use the actual card in its physical form (plastic) or cash. Eurobank Wallet is in line with international best practices, and has proven a useful tool for customers, especially in the COVID-19 period.

Eurobank continues to innovate and was the first bank in the Greek market to introduce the next generation of cards made from ecological, biodegradable material, adopting international environmental protocols in banking. This product is exclusively promoted by Eurobank in the Greek market and evidences its longstanding commitment to promote environmentally conscious practices.

Among Eurobank's strongest assets are its loyalty programmes, which continue to reward cardholders for their daily spending. Spearheading the programmes is €pistrofi, the most well established bank loyalty programme in the Greek market, currently in its twelfth year of operation. The programme is the only Greek cards loyalty programme to reward with euros (rather than points) and has had a significant impact in increasing card usage and safeguarding affiliated merchants' relationships with Eurobank in a competitive market. The programme's pioneering mobile application "€pistrofi App" enables Eurobank to conduct personalised marketing campaigns, using behavioural, geographical and transactional data.

Eurobank remains a leader in the field of co-branded credit cards, delivering value to customers' day-to-day transactions through exclusive partnerships with entities that include Greece's largest telecommunications provider (Cosmote World MasterCard), the largest shopping malls in the country (YES Visa), a high-end retail store (Reward World MasterCard) and a major supermarket chain (Masoutis Visa).

The Group's consumer loans portfolio in the Greek market including both credit cards and consumer loans amounts to €2.4 billion as at 30 June 2020.

Group sales

Group Sales relationships, namely the acquisition and cultivation of payroll clients and pensioners, play an important role in Eurobank's strategy. Focus is given to:

- leveraging existing relationships with high profile companies to which Eurobank does not yet offer payroll services:

- attracting public servants and senior citizens and pensioners with customised propositions; and
- developing the existing customer base under the principle "track the customers' income, capture the customers' spending".

Eurobank's holistic approach, active both at a company as well as an individual employee level, aims to increase the number of Group Sales customers, enhance their loyalty to Eurobank and provide a unique customer experience, while at the same time increasing the segment's profitability.

Eurobank has developed the "Privileged Payroll Account" for both the private and public sector, its core special payroll package for employees who receive their payroll through Eurobank, and the "Integrated Pensioners Programme" for retirees who receive their retirement payments in Eurobank. Bundling several products and services, both programmes offer Eurobank's customers benefits and privileges in all key banking products and services. As at 30 June 2020, Eurobank's total client base with a payroll relationship exceeded 15,000 companies and public utilities and 641,000 individual customers (out of which 269,000 were private sector employees, 110,000 were public servants and 262,000 were retirees).

Personal Banking

Personal Banking serves clients with funds under management of over €60,000 each.

Eurobank offers a range of services to its Personal Banking customers, including dedicated physical and virtual relationship managers accredited by the Bank of Greece, "branded" branch space, global statements, a newsletter, an exclusive phone banking line and lifestyle privileges, such as travel and real estate.

Eurobank remains dedicated to its goal of providing top-class personal banking customer service. The Personal Banking executives focus on applying an integrated client-centric approach to meet the needs of affluent customers, by informing them regularly about relevant products and services, investment options and alternative services available to them, including elite events and product offers that recognise their loyalty.

Personal Banking clients also have access to a number of exclusive products and services with preferential pricing, including deposit, transactional banking, investment and bancassurance products. Personal Banking continues to attract significant deposits and to contribute significantly to Eurobank's bancassurance and mutual funds sales.

Small Business Banking

Eurobank's strategy for small businesses focuses on companies which have both survived the financial crisis and increased their market share, benefiting from the decline of competition, as well as companies demonstrating the potential for further growth in domestic and international markets, by maximising their competitiveness, increasing productivity and introducing innovation in their operational and production process

Eurobank aims to be their partner in this effort, through its consulting services and strategic initiatives (including the eco-system of non-banking services, Business Check-Up, Exportgate, Trade Club and Digital Academy).

In this context, Eurobank plans to penetrate the upper segment of the small business market and increase its market share of legal entities with an annual turnover of €1 million to €5 million, while maintaining its leading position in mass small business, in line with potential market growth.

The loan portfolio for Small Business Banking amounted to €3.7 billion as at 30 June 2020.

The first half of 2020 was defined by the unprecedented COVID-19 crisis and its effect on the economy. Facing a multitude of challenges, Small Business Banking acted proactively, keeping close contact with clients, in order to:

- ensure business and transaction continuity for small businesses, by employing all available online resources and alternative channels;

- offer relief to businesses directly affected by the lock-down, by utilising the Government's relevant moratoria in terms of postponement of loan payments and cheques, and

- provide its clients with essential liquidity for the re-start of the economy, by participating in all State and EU funding programmes, such as TEPIX (Entrepreneurship Funding), EAT (Hellenic Development Bank) and EIF.

Deposit products

Acquiring deposits is a key strategic priority for Eurobank. The Group's total customer deposits in Greece amounted to €32.7 billion as at 30 June 2020. Eurobank offers a comprehensive range of deposit products which include every day, savings and time deposit accounts, coupled with special privileges and reward programmes. Eurobank offers a customer-centric approach, providing its clients with benefits in the form of €pistrofi rewards or other tangible benefits. All deposit accounts provide additional value to Eurobank's clients by rewarding them for using their debit cards instead of cash while they perform their everyday shopping.

Eurobank continues to support its customers and their saving efforts by offering a wide range of saving solutions for the entire family that reflects their needs and stage of life. As at 30 June 2020, more than 680,000 customers held "Megalo Tamieftirio" ("Big Savings") accounts. Stressing the importance of saving as a new way of life, Eurobank continues to support clients who make the extra effort to save by providing incentives to regular savers. Acknowledging customer loyalty and trust as major assets, Eurobank focuses on savings, supporting families and children to realise their dreams. Eurobank had more than 160,000 active children's savings accounts as at 30 June 2020.

Bancassurance

Eurobank's holistic approach contains the offering of bancassurance products to both companies and individuals across all channels and segments. Eurobank's strategy is to enhance loyalty and customer experience and at the same time to increase received commissions.

Distribution channels

Retail banking network

Eurobank's retail banking network comprised 328 branches in Greece as at 30 June 2020. In addition to its retail banking network, Eurobank also has six private banking centres and 17 corporate banking centres in Greece.

Eurobank is party to a cooperation agreement with ELTA, Greece's national postal services provider, which has a vast alternative network of more than 680 branches in Greece. ELTA is a potential low cost to serve channel for Retail Banking, offering high margin products, covering "untapped" geographical areas through its network of branches, offering an additional point of sale for Eurobank related products and targeting lower mass sub-segments of pensioners, public sector employees, low-income youths and immigrants. In 2007, the co-operation agreement was extended until 31 December 2021.

Alternative Channels

Self Service Terminals (SSTs)

As at 30 June 2020, Eurobank's self-service terminals network comprised 1,479 points of sale, 373 automated telling machines (“ATMs”) and 490 automated transaction centres located in branches of the Retail Banking network, as well as 513 ATMs located in non-Eurobank sites and 103 ATMs located in Hellenic Post Offices. The SSTs usage accounted for approximately 37 per cent. of Eurobank’s total banking monetary transactions in the first half of 2020. Also approximately 94 per cent. of its total cash withdrawals were from ATMs over the same period. Since 2018, the Issuer has replaced 79 per cent. of its obsolete ATM fleet with new high-end technology terminals and has also launched new redesigned ATM surrounds to increase visibility and usage, to highlight the digital transformation of the fleet and to increase customer satisfaction and retention.

Contact Centre (Europhone Banking)

Eurobank’s Contact Centre is a 24-hour customer service channel, operating with both agents and a voice banking self-service platform, handling the entire range of retail banking products and services offered by Eurobank as well as being a major sales channel for bancassurance products. In the six month period ended 30 June 2020, the Contact Centre processed 1.7 million monetary and informational transactions, with an aggregate value of approximately €69 million and contacted 250,000 Eurobank customers through phone, e-mail, Click2Chat and Click2Call.

Centralised complaints management

Eurobank’s customer complaints management is handled by its Complaints Managements division. The volume of complaints resolved within two business days was 51.4 per cent. for the first half of 2020 compared to 45.1 per cent. for the same period in 2019. The average resolution time over the same period fell by almost 2 calendar days compared to the equivalent period in 2019, reaching 9.9 days in the six months ended 30 June 2020.

Group Digital Banking

Digital initiatives and services

Eurobank’s digital strategy focuses on the simplification of its operating model and the continuous development of innovative and user-friendly digital services in the following areas:

- complete digital offering of banking products and services that meets customer needs and expectations with seamless, personalised and cross-channel experience;
- end-to-end self-service digital platform with best-in-class user experience to fully cover daily transactional needs;
- scale-up of big data usage and advanced analytics capabilities; and
- internal processes redesign, optimal use of digital technology capabilities in Eurobank’s day-to-day operations and way of working and eventual transition to a paperless bank.
- ***Digital channels (e-banking and mobile app)***

Eurobank's digital services offer a wide range of online transactions, advanced security mechanisms and interactive 24-hour support, as well as a number of innovative services including account aggregation, mobile wallet and end-to-end digital sales with the use of electronic signatures.

Eurobank's digital channels, revived the awards of Best Consumer Digital Bank in Greece for 2020 by the internationally renowned American magazine Global Finance.

Eurobank was also awarded for the subcategories "Best Online Product Offerings" and "Most Innovative Digital Bank" for 2020 in Western Europe, highlighting its role as the "Digital Bank that puts you first" and rewarding its comprehensive strategy to strengthen its digital presence and its contemporary digital culture.

Eurobank's digital banking channels continue to grow. In the first half of 2020, 1,183,100 customers, individuals and businesses were serviced through these channels, an increase of 35 per cent. in active users and 19 per cent. in transactions, compared to the same period in 2019. The digital banking share of total Eurobank monetary transactions was 50 per cent. in the six months ended 30 June 2020, whilst the digital banking share of total Eurobank transfers and payments was 86 per cent. in the same period. Furthermore, 637,600 customers accessed the Eurobank mobile application in the first six months of 2020, a 50 per cent. increase of active mobile users compared to the equivalent period in 2019.

Digital presence - websites

Eurobank created new relevant content for its websites, in order to meet the needs of customers during the pandemic. A dedicated COVID-19 section was created in eurobank.gr, containing more than 20 subsections for support measures and contact users and management forms in all 14 Group websites.

More than 1.5 million customers engaged in digital communication with Eurobank in the first six months of 2020. During the same period, Eurobank created relevant and educational content to facilitate digital channel on boarding and usage and implemented digital initiatives for businesses, including a new Digital Academy section related to remote working.

The new corporate website of Eurobank Holdings was also successfully launched in the same period.

Social media

Eurobank used all its social media channels as information and customer-care hubs for the public during the pandemic, with the goal of raising awareness and promoting public safety and health. In the first half of 2020, Eurobank's corporate LinkedIn activity increased at 62 per cent., with more than 20,000 interactions, and a 40 per cent. increase in user comments/requests. Eurobank's Facebook community produced tailor-made content to encourage the use of contactless payments and launch Eurobank's new biodegradable debit cards.

Digital analytics

Eurobank enhanced its infrastructure with advanced digital analytics implementation in both e-banking and the mobile app, while delivering more than 318 optimisation proposals for its digital assets, based on data from ad hoc and periodic analysis, A/B tests and heatmaps in combination with design thinking methodology.

Advanced analytics and campaign management

Eurobank continues to apply a comprehensive and complementary range of analytical services and automations in order to achieve its digital transformation. During the first half of 2020, more than 3,000 targeted campaigns were executed centrally through the Campaign Management System.

Special focus has been given to digital on boarding and web banking usage upgrade campaigns and all related adaptions due to the pandemic.

NPS and Customer Feedback is available to all information consumers and decision makers through visualisation and has become the main source for initiating actions for customer experience management. Machine learning has also been applied to counter money laundering in order to optimise the process of prioritising incidents based on existing anti-money laundering policies, scenarios and analyst judgment.

Group Corporate and Investment Banking

Overview

The main objective of Group Corporate and Investment Banking ("GCIB") is to provide fully integrated business solutions and excellent customer service to its clients, who are large and complex corporate customers and medium sized enterprises both in Greece and in Southeastern Europe

GCIB's structure is designed to be responsive to the expectations of its sophisticated client base and GCIB constantly adapts to meet the needs of these clients. GCIB's main client service pillars are:

- the Large Corporate unit ("LC"), which is responsible for providing integrated business solutions to very large clients to meet their complex financing needs;

- the Commercial Banking unit ("CB"), which is responsible for providing services to large and medium-sized enterprises; and

- the specialised units, being Project Finance, Commercial Real Estate Finance, M&A & Sponsors Financing, M&A Financing & Structured Solutions, Hotels and Leisure Finance (which together comprise the Structured Finance business) and Shipping.

In addition, through the Investment Banking and Principal Capital Strategies unit ("Investment Banking"), Eurobank provides strategic consulting services to corporate clients for mergers and acquisitions, equity capital raising, initial public offerings and debt restructurings and, through the Loans Syndication unit, arranges specialised and highly structured financing transactions for corporate clients and financial sponsors.

This structure aims at ensuring efficient provision of services based on industry expertise and know-how.

Large corporate unit

LC is responsible for covering the rising and complex strategic, financial, structuring and banking needs of very large and sophisticated corporate clients with turnover of above €150 million and a presence in Greece and/or Southeastern Europe. LC serves as the main point of contact for all financial solutions and products included in Eurobank's portfolio for these clients. In total, the portfolio consists of more than 100 groups in Greece and is mainly focused on the energy, industrial, consumer and retail, services, health and construction sectors.

Commercial banking unit

CB's strategy is to build a strong holistic relationship with mid-cap and medium-sized enterprises, through providing both standard and tailor-made financing solutions, as well as transaction banking, treasury and insurance services, in the most efficient manner. The calibre and drive of its experienced

CB relationship management team are key to providing prompt delivery and quality service to Eurobank's clients.

The CB network oversees the relationship with medium-sized clients nationwide through a network of 12 business centres (four of which are flagship centres) and 4 business units.

This structure aims to ensure:

- proximity and quality of services offered to clients through better business understanding; and
- closer monitoring of clients' performance and proactive action in order to mitigate risks and maintain the quality of Eurobank's assets.

In co-ordination with the Group's specialised GCIB business units, CB offers a range of commercial banking products and services to clients, including a wide variety of funding solutions, treasury products, cash management and transaction services, investment banking and structured financing.

Structured finance

Structured Finance is responsible for providing specialised structured financing products and services and operates as a centre of expertise for all the countries of Southeastern Europe where the Group has a presence. Structured Finance has five units, offering full and integrated services in the following areas:

Project finance

The Project Finance unit provides a broad range of services, primarily involving financial consulting, structuring and the arrangement and provision of debt instruments for complex financing for major infrastructure and energy projects in Greece and other Southeastern European countries, as well as for public-private partnerships ("PPPs"). The unit also provides financial advisory services in relation to such projects. It combines solid experience and leading capabilities in the relevant sector, having members with average experience in the sector that exceeds 10 years.

In 2019 and first half of 2020, Project Finance expanded its lending portfolio in both infrastructure and energy sectors with major transactions such as the financing of the Athens International Airport Concession Extension and renewable projects as well as with secondary trades in key infrastructure assets in Greece. In addition, Project Finance continued providing advisory services including for example, together with the Investment Banking Department, to the Hellenic Republic Asset Development Fund (the "HRADF") in relation to the sale of its 30 per cent. stake in Athens International Airport, as well as to a joint venture in relation to a motorway concession award. The portfolio performance has been positive with non-performing loans amounting to less than 1 per cent. of the portfolio as at 31 December 2019.

Commercial real estate finance

The Commercial Real Estate Finance ("CRE") unit is a specialised unit involved in the structuring, arrangement and provision of debt instruments for all types of large commercial real estate, such as office buildings, malls, retail parks, logistic centres and mixed-used complexes, large-scale residential complexes and, to a lesser extent, industrial facilities, both during development as well as investment of assets. The CRE unit is also responsible for Eurobank's repossessed companies in the commercial real estate sector.

CRE focuses on building long-term relationships with its clients, offering tailor-made financing solutions aimed at meeting customer needs, while also introducing innovative solutions and maintaining strong relationships not only with the vast majority of real estate investment funds, but with all types of investors including private equity firms.

Eurobank was recognised as the Best Real Estate Bank Overall in Greece in each of 2016, 2017, 2018 and 2019 by the Euromoney annual real estate surveys. During all four years, Eurobank was ranked first in the relevant real estate categories: Loan Finance and Equity Finance.

Mergers and acquisitions and sponsors financing & Mergers and acquisitions financing and structured solutions (collectively the "M&A Financing Units")

The M&A Financing Units seek to establish dialogue as well as build and maintain relationships with the investor community in Greece and abroad focusing in the origination of new transactions in the M&A Finance space. The M&A Financing Units specialise in structuring, arranging and financing acquisition and "Management Buyout" type of transactions as well as complex structured financings. Furthermore they act as an internal advisor to other Eurobank units, when it comes to structured deals. The M&A Financing Units, if not the only Greek banking sector dedicated to mergers and acquisition financing, are recognised as leading in the Greek market. In 2019, they have been involved in a first loan on loan financing which was repaid in 2020, while continued to support expansion of existing clients and closely cooperated with other units within Eurobank to complete a number of restructuring and complex financing transactions.

Hotels and leisure finance

The Hotels and Leisure unit was established in 2013 as a specialised unit aiming to provide integrated financing solutions and services and meet the specialised needs of corporate clients in the hotel industry. The unit's loan portfolio focuses primarily on hotel capital and operating expenditure financing, cash management, hotel acquisition financing as well as, but lately to a much lesser extent, on balance sheet and operational restructurings. The unit's strategy is to capitalise on its long term relationships in and knowledge of the hotel sector, being also a partner of SETE (the association of Greek tourism enterprises) since 2011, in order to provide appropriate solutions. The unit targets customers among the largest hotel groups and the independent hotel real estate investors including private equity firms that collaborate with the top international tour operators.

Hotels that receive financing from Eurobank are mainly located at the most popular holiday destinations for international tourists in Greece, including Crete, Dodecanese islands, Mykonos, Santorini and the Ionian islands and, to a lesser extent, in selective locations in the major city destinations.

Shipping

Eurobank has more than 25 years' experience in shipping finance. Its clients are mainly Greek shipping companies with an established presence either as private traditional family companies or as parent companies. Shipping finance is extended only to companies representing Greek interests with large or medium fleets, primarily to finance purchases of either second hand or new-build vessels employed in transporting dry bulk cargo, wet cargo and containers.

The Shipping unit's primary objective is to develop the Group's position in the Greek shipping market as a strategic player using the full range of its products and services. The Group seeks to maintain the high credit quality of its shipping portfolio, further develop its long standing relationships with its core client base and enter into new client relationships that meet its credit criteria.

The Shipping unit is based in Piraeus and it covers the operational needs of Greek shipping companies abroad through Eurobank Cyprus and Eurobank (Private) Bank Luxembourg S.A. The Group's Greek shipping business is a strategic business which helps to strengthen the Group's deposit base.

Investment Banking and Principal Capital Strategies

Investment Banking offers mergers and acquisitions advisory and capital markets services to a wide range of corporate clients, their shareholders and private equity firms. The M&A team provides customised solutions regarding mergers, acquisitions, divestitures and capital restructurings. In addition, the Capital Markets team offers advisory and underwriting services with respect to clients' capital raising needs.

Loan Syndications

Loan Syndications is responsible for structuring and arranging a broad range of specialised and structured financing deals, including corporate syndicated loans and bond loans, leveraged buy out structures and convertible and exchangeable bonds.

Loan Syndications also manages secondary loan trading activity, liaising with international banks' trading desks, funds and brokers aiming to optimise and enhance Eurobank's portfolio and market position, either through increased credit exposure or through exiting challenging relationships.

Other Businesses

Cash and Trade Services

Cash and Trade Services ("CTS") was established in 2008 to offer comprehensive and innovative transactional banking services for Eurobank's corporate and SME clients by assisting them in streamlining and automating their daily processes, mitigating risk and expanding their reach. The key services are payment and cash management, trade and supply chain finance, payroll and bancassurance. Through the provision of high-quality services, Eurobank continues to build relationships with its clients in Greece and abroad, and remains the preferred domestic cash management partner for a substantial number of international banks.

In trade finance, Eurobank in cooperation with supranational organisations, such as the European Bank for Reconstruction and Development (the "EBRD") and the European Investment Bank (the "EIB"), supports its clients to strengthen their position in the international trade business by providing them with risk mitigation for individual trade transactions, through a continuously growing network of issuing and confirming banks.

Eurobank's Exportgate.gr platform provides Greek and Cypriot companies with access to valuable knowledge on business trends around the world, and enables connectivity with reliable international counterparties in more than 60 countries through the Trade Club Alliance, a unique digital global business network supported by 14 international banking groups. In addition, Eurobank is the only Greek bank participating in we trade, a digital global trade platform through which Greek corporates can carry out fast, transparent and safe commercial transactions based on blockchain technology.

CTS's successful structure and client centric model have been recognised by numerous international awards, including:

- Best Domestic Cash Manager 2018, by Euromoney for the eighth consecutive year;
- Best Trade Finance Provider in Greece for 2018, by Global Finance;
- Best Treasury and Cash Management Provider 2019 & 2020 in Greece by Global Finance for the fifth consecutive year; and
- Best Service & Market Leader Cash Management 2019 by Euromoney.

Securities Services

Eurobank has built a strategic position in the securities services business since 1992. The Group's success in this area has been driven primarily by its long-standing commitment to high service standards and the provision of a full range of post trading services both in Greece and in Southeastern Europe.

Eurobank is the only provider in Greece offering a full range of products, including local and global custody, issuer services, derivatives clearing, margin lending, middle-office services and funds accounting, to both local and foreign investors, across all types of instruments.

Eurobank's regional securities services offering is ISO certified and is internationally acknowledged and highly rated by specialised industry magazines such as "Global Custodian" and "Global Finance". The most recent awards received by Eurobank in this area are:

- Global Custodian Survey 2019 – Greece: Category Outperformer, Market Outperformer, Global Outperformer;
- Global Excellence Award – Emerging Markets, Europe: Best Asset Servicing for the year, 2019;
- Best Sub-Custodian in Greece by Global Finance, 2020, for 14 times over the last 15 years; and
- Athens Exchange - No1 General Clearing Member in GCM Markets & Members Coverage 2018 by the Athens Exchange.
- In addition Securities Services is shortlisted for the 'Global Excellence Award - Emerging Markets, Europe - "Top Performer-Individual Markets" in Global Custodian's "Leaders in Custody Awards due later in 2020.

Leasing

Eurobank Ergasias Leasing S.A. ("Eurobank Leasing"), a wholly-owned subsidiary of Eurobank S.A., has been among the two largest Greek leasing groups for the last ten years, maintaining a market share of approximately 25 per cent. in 2019, based on outstanding balances (Source: Association of Greek Leasing Companies). Eurobank Leasing's key strength is its extensive experience in the Greek leasing market, which has led to a sound knowledge of all financial leasing products and services.

Eurobank Leasing operates as a separate product centre within the Group, thus enabling it to make use of important economic and cost synergies, while at the same time retaining an independence, which ensures flexibility and speed in dealing with key business, risk and legal aspects of leasing.

Eurobank Leasing's main goals are to provide financing mostly to export-oriented companies in the form of leasing for production equipment, vehicles and selective real estate and to sell or lease repossessed real estate and other assets. At the same time, it participates jointly with Eurobank in restructuring deals aiming to help viable existing clients that face temporary financial distress.

Factoring

Eurobank Factors S.A., a wholly-owned subsidiary of Eurobank S.A., is the leading factoring company in Greece by market share, a two-time worldwide gold winner of Best Export Import Factor Award (2009 and 2011) and a bronze medallist as Export Factor (2017), granted by Factors Chain

International, the largest world factoring association. Eurobank Factors' market share for 2019 was 33 per cent. (Source: Hellenic Factors Association).

Global Markets General Division

The Global Markets General Division ("GM") is engaged in five primary categories of activities:

- sales and structuring of financial products and services to corporate, shipping, institutional, retail and private banking clients;
- syndication of Greek corporate bond issues;
- trading and banking book management;
- wholesale funding, liquidity and banking book asset-liability management; and
- interbank relations and payment services.

GM operates a centralised model based in Greece, where all positions and risks are consolidated, and offers an integrated approach to Greece and the other countries. In each country, GM operations are standardised and report directly to Athens and to the local CEO.

The strategic goal of GM's Sales and Structuring is to retain and further expand its significant regional presence and business activities in the fields of asset liability management, foreign exchange, interest rates and fixed income, wealth management solutions and structured products offering to its client base.

GM Trading is a designated Greek Government bonds market maker. The team actively trades the global fixed income, foreign exchange and derivatives markets while providing liquidity to Eurobank's clients.

GM offers its clients a wide range of services, including access to global capital markets through syndications of Greek corporate bonds

Treasury Sector (a part of GM) is active in the wholesale funding capital markets as well as the interbank market in order to manage the interest rate and currency risks of the banking book, as well as Eurobank's liquidity and cost of funding within the established risk management framework and business objectives.

Treasury Sector maintains a dedicated Correspondent Banking Division offering specialised relationship management for all its clients, and providing centralized services for the Eurobank Group enabling cost-effective payments, execution and optimal cash management solutions. Eurobank's payment services are ISO certified and have been recognised by the 2018 Citi Straight Through Processing Excellence Award for U.S. dollar and euro payments and the 2018 Deutsche Bank's International Award for Operational Excellence in international payments in U.S. dollars and euro.

The Group sets strict limits for transactions that it enters into and these are monitored on a daily basis. Limits include exposures towards individual counterparties and countries, as well as VaR limits. The Group uses an automated transaction control system, which supports the dealing room in monitoring and managing positions and exposures.

Subsidiaries under Global Markets General Division's Supervision

Asset Management

The Group provides fund and asset management services in Greece and abroad through its specialised subsidiary, Eurobank Asset Management MFMC. Eurobank Asset Management MFMC holds the leading position in Greece in the area of fund and asset management with total assets under management and administration amounting over €3.5 billion as at 30 June 2020.

Eurobank Asset Management MFMC managed almost €2.1 billion of assets in 57 funds domiciled in Greece, Luxembourg and Cyprus and had a market share of 28.5 per cent. in the area of funds distributed in Greece as at 30 June 2020 (Source: Hellenic Fund and Asset Management Association). Through Eurobank Fund Management Company (LUX) S.A., the Group offers a wide variety of funds under the brands Eurobank (LF) Funds and Eurobank (LF) Fund of Funds that are distributed in Greece, Luxembourg, Romania and Bulgaria. The funds offered cover a broad range of investment options and provide access to capital and money markets in Greece, Europe and the United States as well as emerging markets, satisfying a diverse range of investment profiles.

Eurobank Asset Management MFMC also manages close to €0.9 billion in 23 segregated accounts, offers portfolio management services to 20 institutional clients with a total of close to €0.5 billion in assets and manages the portfolios of Group clients in Greece, Luxembourg and Cyprus with €0.4 billion of assets, in each case as at 30 June 2020.

Eurobank Asset Management MFMC also provides fund selection services in mutual funds of 14 internationally recognised fund managers, with a total of €0.5 billion of assets as at 30 June 2020.

Eurobank Equities

Eurobank Equities S.A. provides a full range of trading and investment services to over 10,000 private, corporate and institutional clients in Greece and abroad. The firm has a dominant presence in the domestic capital market, underpinned by its leading market position in terms of market share according to Athens Stock Exchange statistics (ranked first for 10 out of the last 11 years) and its recognition in the Pan European Extel Survey as top tier in "Leading Brokerage Firm" in Greece for most years since 2013 and top tier in the "Country Research" category for most years since 2012.

The firm's Institutional Sales and Trading desk offers sales and execution services to Greek and global institutional clients involved in domestic equities and derivatives by providing valuable local insight and idea-focused investment advice.

Through its broad sales network, Eurobank Equities also maintains a leading position in the retail brokerage segment, offering full and discount brokerage services for both Greek and international markets.

Eurobank Equities also provides market-making services in both the cash and derivatives market.

Private Banking

Eurobank's Private Banking unit includes products and services that cover a wide spectrum of investment offerings (execution-only, advisory and discretionary) as well as wealth management and structuring services that include lending facilities, family office structuring and servicing as well as fund administration services. Besides Eurobank's in-house funds, the three Private Banking units in Greece, Luxembourg and Cyprus also distribute approximately 3,000 UCITS Funds from 14 international fund managers, complementing Eurobank's own local expertise with that of some of the most reputable managers in the world.

As at 30 June 2020, Private Banking was asset servicing approximately 9,000 families with assets under management reaching €6 billion, through its Private Banking units in Greece, Cyprus and Luxembourg.

During the unforeseen conditions surrounding the first wave of the COVID-19 pandemic, Private Banking managed to set up a considerable share of its workforce in a work from home environment within the first few days of the lockdown period. At the same time, it managed to stay connected with its clients digitally, executing their instructions and relaying market information seamlessly.

Most importantly, and despite these challenging circumstances, the Group pursued the "Next Generation" private banking model, based on a strategic country-wide homogenisation of operations and establishment of a single customer journey. The new model will be technologically supported by the newly acquired capabilities of the Wealth Management Temenos platform, which is expected to be implemented in Cyprus in the first half of 2021 and in Luxemburg soon after.

International Operations

The Group has a presence in Cyprus, Luxembourg, the United Kingdom, Bulgaria and Serbia. As at 30 June 2020, the Group's international operations had total gross loans and advances to customers of €7.8 billion, total deposits of €12.4 billion, 272 branches and 29 business centres. A key priority of the Group is to support businesses and households in these countries, thereby confirming its systemic role in the wider region.

Eurobank continued and expanded its collaboration with international institutions, such as the EBRD, the International Finance Corporation (the "IFC") and the EIB, for the granting of financing through the Group's subsidiary banks in Bulgaria, Serbia and Cyprus, with the aim of supporting SMEs in the respective regions. These arrangements have been supplemented with additional specialised trade finance facilities by the same institutions.

For a short discussion of certain economic trends affecting the Group's international entities, see "Economic Overview—Recent Economic Developments".

Bulgaria

In Bulgaria, the Group operates through its wholly-owned subsidiary, Eurobank Bulgaria AD ("Eurobank Bulgaria"), known under its commercial brand "Postbank", which operated 192 branches and 13 business centres as at 30 June 2020. As at the same date, the Group in Bulgaria had total gross loans of €3.9 billion, of which 43 per cent. were retail (household) loans and 57 per cent. were business loans, and total deposits of €4.7 billion.

The Group's operations in Bulgaria reported a net profit before restructuring costs of €36.5 million in the first six months of 2020. Eurobank Bulgaria's capital adequacy ratio (regulatory capital over risk-weighted assets) was 20.2 per cent. as at 30 June 2020, significantly higher than the Bulgarian Central Bank's minimum requirement of 16 per cent.

Eurobank Bulgaria is successful in attracting deposits, while continuing to lower its cost of funds. Eurobank Bulgaria's deposits level allowed it to be self-funded and to report a net loans to deposits ratio of 80 per cent. as at 30 June 2020.

Eurobank Bulgaria is a universal bank offering a full range of products and services to both individual and corporate customers servicing its local and international needs. With regards to retail banking products, Eurobank Bulgaria holds strong positions in mortgage lending, consumer lending, credit cards and deposit products. Eurobank Bulgaria has a strong culture in corporate banking, offering tailored made products to corporates ranging from small businesses to large international companies operating in Bulgaria.

Serbia

In Serbia, the Group operates through its wholly owned subsidiary, Eurobank akcionarsko drustvo Beograd ("Eurobank Beograd"), which had 80 branches and six business centres as at 30 June 2020. As at the same date, the Group in Servia had total assets of €1.6 billion, gross loans of €1.2 billion, of which 46 per cent. were retail and and 54 per cent. were business loans, and total deposits of €0.9 billion.

The Group's Serbian operations reported a profit before restructuring costs of €6.9 million for the first six months of 2020. Eurobank Beograd's capital adequacy was 24.6 per cent. (regulatory capital over risk-weighted assets) as at 30 June 2020, higher than the Serbian central bank's minimum requirement of 8 per cent or the 11.37 per cent. requirement under the SREP.

Eurobank Beograd is a universal bank offering a broad range of standardised and innovative banking products and services to its retail and corporate customers. Eurobank Beograd is registered in Serbia for carrying out payments, credit and deposit operations in the country and abroad.

Eurobank Beograd also partners with international financial institutions, such as the IFC, EBRD and EIB, to provide loans to domestic enterprises and companies at competitive rates.

Cyprus

In Cyprus, the Group operates through its wholly-owned subsidiary, Eurobank Cyprus Ltd ("Eurobank Cyprus"), which operated eight banking centres as at 30 June 2020. As at the same date, the Group in Cyprus had total assets of €6.8 billion, total deposits of €5.4 billion and total gross loans of €2 billion, and a net loans to deposits ratio of 35 per cent. Eurobank Cyprus maintains a strong liquidity and capital base, a very good quality of loan portfolio, with surplus liquidity primarily invested in low-risk short-term assets.

The Group's operations in Cyprus reported a net profit of €37.9 million for the six months ended 30 June 2020. Eurobank Cyprus is strongly capitalised with a capital adequacy ratio (regulatory capital over risk-weighted assets) of 25.1 per cent. as at 30 June 2020, significantly higher than the minimum overall capital requirement set by the Cypriot central bank of 13.25 per cent (or the 10.75 per cent. when adjusted for COVID-19).

Eurobank Cyprus has a strong position in international business banking, wealth management, corporate and commercial banking and capital markets. In addition, Eurobank Cyprus offers services in the areas of shipping finance and affluent banking.

Luxembourg and United Kingdom

As at 30 June 2020, the Group operates in Luxembourg through its wholly-owned subsidiary, Eurobank Private Bank Luxembourg S.A. ("Eurobank Luxembourg") which also has a branch in London. As at 30 June 2020, the Group in Luxembourg had total assets of €1.8 billion, total deposits of €1.4 billion and total gross loans of €0.5 billion. Eurobank operations in Luxembourg reported a net profit of €3.6 million for the six months ended 30 June 2020. Eurobank Luxembourg's Basel III capital adequacy was 27.2 per cent. (all CET 1) as at 30 June 2020, higher than the Luxembourg central bank's minimum requirement of 11 per cent.

Eurobank Luxembourg has developed a significant presence in private banking, wealth structuring and management, funds administration, investment advisory, and lending services for both private and corporate clients in Luxembourg. In addition, Eurobank Luxembourg provides administrative and custody services for investment funds. Luxembourg is ranked as the Eurozone's top private banking centre and second biggest location for funds worldwide by Luxembourg for Finance.

As at 30 June 2020, Eurobank Luxembourg had private banking client assets under management of €1.9 billion and serviced third party investment funds with total assets of €1.3 billion.

Investment Property

The Group is active in the investment property market and controls a significant portfolio of high quality investment properties in Greece, as well as in Central and Eastern Europe, maintaining long-term rental agreements with companies and other property users. The portfolio is managed by experienced personnel with expertise in the Greek and international property markets.

The Group seeks to enhance its presence in the investment property market, with a particular focus on offices, commercial buildings, storage and industrial warehouses in key geographical markets with high growth potential; subject to the prevailing conditions in capital and property markets.

Based on the information currently available to it, the Group believes that there are no environmental restrictions which may have a potential impact on the use of its investment properties.

Management of NPEs

The active and effective management of NPEs remains a strategic priority for Eurobank with the aim being to reduce further the NPEs stock in accordance with operational targets agreed with the supervisory authorities.

Following the completion of the corporate transformation on 20 March 2020 and in accordance with the terms of the "Europe" and "Cairo" transactions on 5 June 2020, Eurobank entered into a strategic partnership with doValue S.p.A. for the management of its NPEs. In particular, Eurobank assigned the management of the major part of its remaining NPE portfolio and retail early arrears to doValue Greece Loans and Credits Claim Management S.A. ("doValue Greece") through a 14-year service level agreement (the "SLA"). Eurobank retains the business ownership and overall responsibility for the performance of the NPEs and manages the relationship with doValue Greece through a structured governance and solid control framework.

Eurobank and doValue Greece have also established a collaboration framework and an oversight mechanism which outline the way in which they will collaborate in accordance with best market practices to achieve effective management of NPEs and timely resolution of any issues related to the servicing of the portfolio. This structure aims to ensure that, in providing its services to Eurobank, doValue Greece takes into account Eurobank's interests in the portfolio under management and its requirement to comply with the regulatory authorities and the Single Supervisory Mechanism ("SSM") targets.

Eurobank has established a Remedial and Servicing Strategy Sector ("RSS") dedicated to the active monitoring of the NPE portfolio managed by doValue Greece. In this context, RSS is a dedicated team that inter alia is responsible for:

- Developing and actively monitoring the NPE targets and reduction plan
- Setting the strategic principles, priorities, policy framework and KPI's under which dVG is servicing the portfolio
- Closely monitoring the execution of the approved strategies, as well as all contractual provisions under the SPAs and SLAs of projects Europe and Flagship
- Monitoring of the performance of the senior notes of the securitizations and collaboration with Group Risk so as to ensure SRT compliance

- Budgeting and monitoring of the Bank's expenses and revenues associated with projects Europe and Flagship

- Cooperating closely with dVG on a daily basis in achieving all above

- Maintaining supervisory dialogue

The Troubled Assets Committee (TAC) is established according to the provisions of the BoG Executive Committee Act No. 42/30.5.2014, as in force. The main purpose of the Troubled Assets Committee is to act as an independent oversight body, closely monitoring the Bank's troubled assets portfolio and the execution of its NPE Management Strategy.

TAC's main duties and responsibilities are:

- processing centrally all the internal reports regarding troubled assets management required under the provisions of BoG Act 42/30.05.2014 and its amendments;

- approving the available forbearance, resolution and closure solutions by loan sub-portfolio, and monitoring their performance through suitable KPIs;

- defining the criteria to assess the sustainability of credit and collateral workout solutions (design and use of 'decision trees');

- determining the parameters and the range of responsibilities of the bodies and officers involved in the assessment of the viability and sustainability of the proposed modifications and the subsequent monitoring of their implementation;

- designing, monitoring and assessing pilot modification programmes, in cooperation with other business units; and

- supervising and providing guidance and know-how to the respective troubled assets units of the Bank's subsidiaries abroad.

The Committee meets at least once per month, while informs the BoD or its competent Committees on the results of its activities, at least quarterly. TAC's reports to the BoD or its competent Committees are also submitted to Group Risk Management General Division.

Operational targets for NPEs

In accordance with regulatory requirements, Eurobank is required to submit to the SSM a set of NPE operational targets together with a detailed NPE management strategy with a three-year time horizon on an annual basis. Eurobank has fully embedded the NPEs strategy into its management processes and operational plan. The SSM reviews Eurobank's progress in meeting its operational targets on a quarterly basis and has the power to request additional corrective measures if it deems them necessary.

In March 2020, the SSM after taking into account the extraordinary circumstances due to the Covid-19 pandemic, informed Eurobank that the submission of its new NPE Management Strategy for the period 2020-22 has been postponed from end of March to end of September 2020. In September 2020, Eurobank and the other Greek systemic banks submitted their updated NPE Management Strategy for the period 2020-22, along with NPE Annual Targets at Group level.

Pursuant to Law 4649/2019, on 25 February 2020 Eurobank submitted to the Ministry of Finance two applications for opting into the Hellenic Asset Protection Scheme ("HERCULES") of the Cairo I and Cairo II securitisations and on 15 May 2020 it also applied to opt into HERCULES of the Cairo III securitisation which were, in each case, approved on 23 July 2020. Sale of a) mezzanine and junior notes issued by the Cairo SPV and b) the FPS majority stake to a third party international investor were key components of Eurobank's NPE reduction acceleration programme.

Following the closing of the three Cairo transactions in early June 2020 and the subsequent classification of the underlying securitised loan portfolio of €7.5 billion (consisting primarily of NPEs) as held for sale, Eurobank Holdings reduced its NPE stock by €6.8 billion to €6.2 billion, resulting in an NPE ratio of 15.3 per cent. as at 30 June 2020 compared to 29 per cent. as at 31 December 2019.

In March and April 2020, the EBA and ECB announced guidelines aiming to mitigate the impact of the COVID-19 pandemic on the EU banking sector stating, among other matters, that there is flexibility in the implementation of the EBA guidelines on the management of non-performing and forborne exposures. Additionally, EBA called for a close dialogue between supervisors and banks, including in relation to their NPE strategies, on a case by case basis.

Eurobank has been taking all appropriate actions to address liquidity difficulties caused by the limited or suspended operations of businesses and individuals resulting from the impact of COVID-19. In this context, Eurobank has defined a set of emergency relief measures that will apply to specific segments that are affected by COVID-19. These include moratoria to households (deferral of interest and principal payments) and to legal entities and professionals (deferral of principal payments). While the initial duration was set up to December 2020 (and up to December 2021 for hotels), on 02/12/2020, the EBA decided to re-activate the earlier guidelines on legislative and non-legislative moratoria. The revised guidelines have extended the deadline to apply the moratoria to 31/3/2021 (original deadline was the 30/9/2020), and also set an additional condition that the period of time for which payments on a certain loan can be suspended, postponed or reduced as a result of the application (and reapplication) of general payment moratoria should not exceed an overall period of 9 months. It is clarified that moratoria longer than 9 months that were implemented prior to 30/9/2020 (and having a maturity date in 2021) will not be considered forborne.

Legal Framework

The protection scheme on primary residence was approved by the Greek Parliament in March 2019 (Law 4605/2019) and aimed to bolster the banks' efforts to reduce NPEs through a more effective mechanism to work out troubled loans, a restriction of strategic defaulters and, ultimately, an improvement in payment discipline. The scheme expired in July 2020, instead of April 2020 as initially scheduled, after which the Government has announced that it will duly devise a comprehensive individuals' and companies' insolvency framework. On October 2020, a new law (L.4738/2020) was enacted introducing a comprehensive insolvency framework for businesses and individuals, following consultation with Greek banks and other institutions. The new law became effective from January 1st 2021.

A subsidy ('Bridge') programme was introduced by the government in July 2020 to assist borrowers impacted by COVID-19. Applications were admitted for a specific period and the subsidy programme will last for 9 months, which will be followed by a probation period (ranging from 6 to 18 months depending on the status of the borrower) with a claw back clause in relation to borrowers that do not duly pay their due instalments. It is noted that after the extension that was given regarding the 'Bridge' programme, the nine-month state subsidy of the program can start no later than April 1, 2021.

Disaster Recovery and Information Technology

The Group's operations are supported by three state-of-the-art fault-tolerant IT data centres that are designed and operate according to international best practices, widely utilising the private cloud, virtualisation, and environmental protection controls. The Groups' data centres fully meet information security standards and all criteria for seamless operation, including Disaster Recovery capabilities, and are certified to the ISO27001:2013 (since 2004), ISO22301:2012 (since 2013) and ISO9001:2008 (since 2000) standards.

The Group's operations in Greece and its international subsidiaries in Central and Southeastern Europe leverage robust fault-tolerant application architecture. The Group's IT services offer rich core banking functionality integrated with omni-channel architecture, data analytics, information dissemination and risk management capabilities.

The Group's IT follows a modern IT service management operating model with ISO 20000 certification since 2013.

Cyber security and the protection of information systems and transactions from cyber threats is a top priority for the Group. Optimum security measures are taken on time to address the constantly evolving cyber security threats as well as related regulatory requirements. Cyber security is fully integrated into the Group's strategy, structure and operations, from the development of new digital services and products to the way IT systems, data and infrastructure are safeguarded.

Significant Shareholders and Subsidiaries

Eurobank Holdings is the sole shareholder of Eurobank.

Eurobank Management Team

Board of Directors

The current Boards of Directors of Eurobank Holdings and the Issuer consist, in each case, of thirteen Directors, of whom four are executive directors, three are non-executive directors, five are independent non-executive directors and one is a representative of the HFSF. The representative of the HFSF has been appointed (as non-executive director) in accordance with relevant legal requirements.

As at the date of this Offering Circular, the members Boards of Directors of Eurobank Holdings and the Issuer, along with their positions held on the Boards, the Committees to which they are appointed and their principal activities outside the Group, which are significant with respect to Eurobank Holdings and the Issuer, are as follows:

Name	***Position held on the Boards of Directors ("BoD") of Eurobank Holdings / the Issuer***	***Principal activities outside the Group - Company***	***Principal activities outside the Group - Position***
George P. Zanias	Chairman, Non-Executive Director and member of Board Committees	1. Foundation for Economic and Industrial Research (IOBE)	1. BoD, Member
		2. Hellenic Bank Association (HBA)	2. Vice- Chairman
		3. American – Hellenic Chamber of Commerce	3. BoD, Member
George K. Chryssikos	Vice Chairman, Non-Executive Director and member of Board Committees	1. Grivalia Management Company S.A.	1. Executive Director / Controlled entity

		2. Grivalia Hospitality S.A.	2. Non-Executive Director
		3. Costam Limited	3. Controlled entity
Fokion C. Karavias	Chief Executive Officer and member of Board Committees	-	-
Stavros E. Ioannou	Deputy Chief Executive Officer and member of Board Committees	1. Grivalia Management Company S.A.	- BoD, Non-Executive Director
Konstantinos V. Vassiliou	Deputy Chief Executive Officer and member of Board Committees	1. Kultia S.A.	1. Shareholder (49%)
		2. Karampela Bros S.A.	2. Shareholder (<3.5%)
		3. Hellenic Exchanges – Athens Stock Exchange S.A.	3. BoD, Non-Executive Director
		4. Marketing Greece S.A.	4. BoD, Non-Executive Director
		5. Eurolife FFH Life Insurance S.A.	5. BoD, Vice Chairman
		6. Eurolife FFH General Insurance S.A.	6. BoD, Vice Chairman
Andreas D. Athanasopoulos	Deputy Chief Executive Officer and member of Board Committee	-	-
Bradley Paul L. Martin	Non-Executive Director and member of Board Committees	1. Blue Ant Media Inc.	1. BoD, Non-Executive Director
		2. Resolute Forest Products Ltd	2. BoD, Non-Executive Director
		3. Fairfax Financial Holdings Limited	3. Vice President, Strategic Investments
		4. AGT Food and Ingredients Inc	3. BoD, Non-Executive Director
Jawaid A. Mirza	Non-Executive Independent Director and	1. Atlas Mara Limited	1. BoD, Non-Executive Independent

	member of Board Committees		Director
		2. AGT Food and Ingredients Inc	2. BoD, Non-Executive Director
Rajeev Kakar	Non-Executive Independent Director and member of Board Committees	1. Gulf International Bank, Bahrain	1. BoD, Non-Executive Director
		2. Gulf International Bank, Kingdom Saudi Arabia	2. BoD, Non-Executive Director
		3. Commercial International Bank (CIB)	3. BoD, Non-Executive Director
		4. UTI Asset Management Co. Ltd (UTIAMC)	4. BoD, Non-Executive Director
Alice Gregoriadi	Non-Executive Independent Director and member of Board Committees	1. Hellenic Corporation of Assets and Participations S.A.	1. BoD, Non-Executive Director
		2. Hellenic Blockchain Hub	2. Non-Executive Director/ Founding member
Irene Rouvitha - Panou	Non-Executive Independent Director and member of Board Committees	1. Cyprus Telecommunications Authority (Cyta)	1. Chairman, Non-Executive Director
		2. Pensions & Grants Fund of the Personnel of Cyta	2. Chairman of the Management Committee
Cinzia Basile	Non-Executive Independent Director and member of Board Committees	1. Zenith Service S.p.A.	1. BoD, Non-Executive Director
		2. Credits Servizi Finanziari S.p.A.	2. BoD, Non-Executive Director
		3. Nikko Europe Asset Management	3. BoD, Non-Executive Director
		4. Brent Shrine Credit Union (trading name My	4. BoD, Chairman

		Community Bank)	
Dimitrios C. Miskou	Non-Executive Director (representative of the HFSF under Law 3864/2010) and member of Board Committees	-	-

The business address of each member of the Board of Directors of Eurobank Holdings and the Issuer specified above is Eurobank Holdings' and the Issuer's registered office.

Executive Board/Senior Executives

The Chief Executive Officer of the Issuer establishes committees to assist him as required. The most important committee established by the Issuer's Chief Executive Officer is the Executive Board.

As at the date of this Offering Circular, the members of the Executive Board, along with their principal activities outside the Group which are significant with respect to the Issuer, are as follows:

Name	***Position held on Executive Board of Eurobank***	***Principal activities outside the Group - Company***	***Principal activities outside the Group - Position***
Fokion C. Karavias	Chairman	-	-
Stavros E. Ioannou	Member	1. Grivalia Management Company S.A.	1. BoD, Non-Executive Director
Konstantinos V. Vassiliou	Member	1. Kultia S.A.	1. Shareholder (49%)
		2. Karampela Bros S.A.	2. Shareholder (<3.5%)
		3. Hellenic Exchanges – Athens Stock Exchange S.A.	3. BoD, Non-Executive Director
		4. Marketing Greece S.A.	4. BoD, Non-Executive,
		5. Eurolife FFH Life Insurance S.A.	5. BoD, Vice Chairman
		6. Eurolife FFH General Insurance S.A.	6. BoD, Vice Chairman
Andreas D. Athanasopoulos	Member	-	-
Christos N. Adam	Member	1. doValue Greece Loans and Credits Claim Management Societe Anonyme	1. BoD, Non-Executive
Harris V. Kokologiannis	Member	1. Eurolife FFH Life Insurance S.A.	1. BoD, Non-Executive

		2. Eurolife FFH General Insurance S.A.	2. BoD, Non-Executive
Iakovos D. Giannaklis	Member	-	-
Michalis L. Louis	Member	1. Cyprus Seeds	1. BoD, Non-Executive Director
Apostolos P. Kazakos	Member	1. doValue Greece Loans and Credits Claim Management Societe Anonyme	1. BoD, Non-Executive
Anastasios C. Ioannidis	Member	-	-

As at the date of this Offering Circular, the other senior executives of the Issuer, along with their principal activities outside the Group which are significant with respect to the Issuer, are as follows:

Name	*Position at Eurobank*	*Principal activities outside the Group - Company*	*Principal activities outside the Group - Position*
Filippos S. Karamanolis	General Manager	1. Tiresias S.A.	1. BoD, Non-Executive
Despina Andreadou	General Manager	1. Hoban Ventures Ltd	1. Shareholder (100%) & Manager
Michalis G. Vlastarakis	General Manager	-	-
Andreas A. Chasapis	General Manager	-	-
Eleftherios N. Economides	General Manager	-	-
George T. Orfanidis	General Manager	1. Educational Institute of Moral and Social Education	1. BoD, Chairman
Athanasios I. Athanassopoulos	General Manager	1. Hellenic Financial Ombudsman	1. Member of the BoD
Ioannis Th. Serafimidis	General Manager	-	-
Anastasia M. Paschali	General Manager	-	-
Anestis G.	General	-	-

Petridis	Manager		

The business address of each member of the Issuer's Executive Board, the other senior executives of the Issuer, the Issuer's registered office.

There are no potential conflicts of interest between the duties to Eurobank Holdings and the Issuer of each of the persons listed above and their private interests or other duties.

Legal Matters

As at 30 June 2020, there were a number of legal proceedings outstanding against the Group for which a provision of €55 million has been recorded. See also note 30 to the Group's Interim Financial Statements.

REGULATION AND SUPERVISION OF BANKS IN THE HELLENIC REPUBLIC

Introduction

The Group is subject to various financial services laws, regulations, administrative actions and policies in each jurisdiction where its members operate, the EU regulatory framework, as implemented into Greek law, and supervision by the ECB through the SSM and the Bank of Greece. The ECB through the SSM and the support of the Bank of Greece is responsible for the licensing and supervision of credit institutions operating in Greece, such as Eurobank.

In addition, through the trading of the Eurobank Holdings shares on the Athens Exchange, Eurobank Holdings is also subject to applicable capital markets laws in Greece.

The ECB is the central bank for the euro and manages the Eurozone's monetary policy. The ECB also has direct supervisory responsibility over "banks of systemic importance" in the Eurozone. Banks of systemic importance include, among others, any Eurozone bank that has: (i) assets greater than €30 billion; (ii) assets constituting at least 20 per cent. of its home country's gross domestic product; (iii) requested or received direct public financial assistance from the European Financial Stability Fund ("EFSF") or the ESM; or (iv) is one of the three most significant credit institutions in its home country. Eurobank is a bank of systemic importance within this definition and so is directly supervised by the ECB.

The Bank of Greece is the central bank in Greece and the national supervisory authority for credit institutions in Greece, in accordance with Greek Law 4261/2014, which transposed the Directive 2013/36/EU on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms (the CRD IV). The CRD IV was amended by the Directive 2019/878/EU (the CRD IV, as amended, the CRD V).

Regulation (EU) No 575/2013 (CRR) provides for uniform rules concerning general prudential requirements for institutions supervised under the CRD V. CRR was amended by Regulation (EU) 2019/876.

Minimum requirements for own funds

On 15 May 2014, the European Parliament and the Council of the EU adopted the BRRD establishing a framework for the recovery and resolution of credit institutions and investment firms which was transposed in Greece pursuant to Greek Law 4335/2015, as amended and in force. For credit institutions established in the Eurozone, such as Eurobank, which are supervised within the framework of the SSM, the SSM Regulation provides for a coherent application of the resolution rules across the Eurozone under responsibility of the "Single Resolution Board" ("**SRB**"), which is an EU agency. With effect from 1 January 2016, this framework is referred to as the "Single Resolution Mechanism" (the "**SRM**").

Within the SRM, the SRB is responsible for adopting resolution decisions in close cooperation with the ECB, the European Commission, the Council of the EU and national resolution authorities in the event that a significant credit institution directly supervised by the ECB, such as Eurobank, is failing or likely to fail and certain other conditions are met. The national resolution authorities in the EU Member States concerned would implement such resolution decision adopted by the SRB in accordance with the powers conferred on them under the national laws transposing the BRRD. The national resolution authority competent for Greece and the Issuer is the Bank of Greece.

An official decision in respect of which entity within the Eurobank resolution group will be the relevant resolution entity, i.e. Eurobank Holdings or the Issuer, is yet to be notified to Eurobank by the SRB.

The BRRD was amended by Directive 2019/879/EU (the **BRRD II**). In addition, the SRM Regulation was amended by Regulation (EU) 2019/877 of the European Parliament and of the Council of 20 May 2019 (the SRM Regulation, as amended, "**SRM Regulation II**") in order to mirror the amendments that BRRD II makes to BRRD. Greece had to implement the provisions of the BRRD II by 28 December 2020, while the SRM Regulation II came into force on 28 December 2020.

Pursuant to the European and Greek recovery and resolution legislation, banks are required to prepare recovery plans and participate in the preparation of resolution plans by the competent resolution authority. The competent regulatory authority may trigger early intervention measures to confront a critical financial situation. If the requirements for resolution are met, the competent resolution authority may order that all obstacles to resolution be eliminated and, in turn, undertake a range of measures, including the use of resolution tools (For further details, see below "*Recovery and Resolution of Credit Institutions*").

Furthermore, affected banks are required to meet their MREL, which is determined by the competent resolution authority for each institution and the group to which it belongs on an annual basis or at other intervals determined by the authority. Subject to the implementation of BRRD II into Greek law and SRM Regulation II, the MREL framework will be revised. In particular, BRRD II and SRM Regulation II provide for more rigorous criteria for the eligibility of MREL instruments. Under the new regime, the requirement for MREL shall be expressed as percentages of the total risk exposure amount and the total exposure measure of the relevant entity, calculated in accordance with the respective provisions of CRR (art. 92 para. 3 and 429 - 429a respectively).

On 20 May 2020, the SRB issued a new MREL policy indicating that its MREL decisions implementing the new framework will be taken based on such policy in the 2020 resolution planning cycle and that those decisions will be communicated to banks in early 2021 setting out two binding MREL targets, including those for subordination: the binding intermediate target to be met by 1 January 2022 and the fully calibrated MREL (final target) to be met by 1 January 2024. Based on the revised MREL policy, the SRB will only consider a deviation from the 1 January 2024 deadline in exceptional circumstances, taking into consideration whether the relevant bank has taken all necessary steps and actions to meet its target by the deadline and whether other banks in the same jurisdiction as the relevant bank have adequate access to capital markets. In light of COVID-19, the SRB noted that it will take a forward-looking approach for banks that may face difficulties meeting those targets, before new decisions take effect and that in the 2020 resolution planning cycle, MREL targets will be set according to a transition period, that is setting the first binding intermediate target for compliance by 2022 and the final target by 2024 (or later) on the basis of recent MREL data and reflecting changing capital requirements. This could lead to more stringent MREL requirements applicable to Eurobank in 2021. However, the changes resulting from this new MREL policy are not yet fully foreseeable.

Recent Developments - The "CRR Quick Fix"

As an additional measure in response to COVID-19, Regulation (EU) 2020/873 (sometimes referred to as the "CRR Quick Fix") was enacted in June 2020 amending CRR and CRR II to encourage banks to continue lending to businesses and households during the crisis caused by the pandemic and to absorb the economic shock of the pandemic. Among other things, this regulation:

(i) extends the transitional arrangements for mitigating the impact of the International Financial Reporting Standard (IFRS) 9 provisions on regulatory capital;

(ii) applies a preferential treatment for publicly guaranteed loans under the prudential backstop for NPLs available under the CRR;

(iii) delays until 1 January 2023 the application of the leverage ratio buffer for G-SIIs;

(iv) recalibrates the mechanism for offsetting the impact of excluding certain exposures from the calculation of the leverage ratio; and

(v) brings forward the dates of application of certain reforms introduced by CRR II.

Compliance and Reporting Requirements

CRD IV provides for certain compliance and reporting requirements for the financial institutions falling into the scope of the Directive. Further, according to article 166 of Greek Law 4261/2014, by which CRD IV was transposed into Greek Law, regulatory acts issued under Greek Law 3601/2007 (which was replaced in its entirety by Greek Law 4261/2014) will remain in force, to the extent that they are not contrary to the provisions of Greek Law 4261/2014 or the CRR, until replaced by new regulatory acts issued under Greek Law 4261/2014.

Under the current regulatory framework, credit institutions operating in Greece are required, among others, to:

- observe the liquidity ratios prescribed by the CRR;

- maintain efficient internal audit, compliance and risk management systems and procedures, as determined in the Bank of Greece Governor's Act 2577/2006, as supplemented and amended by subsequent decisions of the Governor of the Bank of Greece and of the Banking and Credit Committee of the Bank of Greece;

- disclose data regarding the credit institution's financial position and its risk management policy;

- provide the Bank of Greece and the ECB with such further information as they may require;

- in connection with certain operations or activities, notify or request the prior approval of the ECB acting in cooperation with the Bank of Greece; and

- permit the Bank of Greece and the ECB to conduct audits and inspect books and records of the credit institution.

The CRR imposes reporting requirements to the EU credit institutions. The respective provisions have been supplemented (as required by Part eight of CRR) by the EBA Final Guidelines on disclosure requirements for the EU banking sector, issued on 23 December 2014. In addition, with respect to matters not governed by the CRR, periodic reporting requirements of credit institutions towards the Bank of Greece are also set out in Act of the Governor of the Bank of Greece No. 2651/2012, as amended by Act of the Governor of the Bank of Greece No. 139/2018.

The Issuer submits to the Bank of Greece and/or the ECB regulatory reports both at individual and group level, on a daily, monthly, quarterly, semi-annually or annually basis.

Recovery and Resolution of Credit Institutions

The BRRD relies on a network of national authorities and resolution funds to resolve banks. Pursuant to Greek Law 4335/2015, which is yet to be amended in order to transpose BRRD II into Greek Law, with respect to Greek credit institutions, the Bank of Greece has been designated as the national resolution authority and the Resolution Branch of the Hellenic Deposit and Investment Guarantee Fund (**HDIGF**) as the national resolution fund (For further details, see below **"*Deposit and Investment Guarantee Fund*")**.

Recovery and resolution powers

The framework set out in Greek Law 4335/2015 applies in relation to credit institutions of all sizes, as well as investment firms that are subject to an initial capital requirement of EUR 730,000. The powers provided to the competent Greek authorities for credit institutions, the Bank of Greece and the resolution authority in Greek Law 4335/2015 in respect of credit institutions are divided into three categories:

(a) *Preparation and prevention:* Greek Law 4335/2015 provides for preparatory steps and plans to minimise the risks of potential problems. Under Greek Law 4335/2015, credit institutions are required to prepare recovery plans while the resolution authority prepares a resolution plan for each credit institution. Greek Law 4335/2015 also reinforces authorities' supervisory powers to address or remove impediments to resolvability. Financial groups may also enter into intra group support agreements to limit the development of a crisis;

(b) *Early intervention*: In the event of incipient problems, Greek Law 4335/2015 grants powers to the competent authority to arrest a bank's deteriorating situation at an early stage to avoid insolvency. Such powers include, among others, requiring an institution to implement its recovery plan, replace existing management, draw up a plan for the restructuring of debt with its creditors, change its business strategy and change its legal or operational structures. If such tools prove to be insufficient, new senior management or management body will be appointed subject to the approval of the competent authority which is also entitled to appoint one or more temporary administrators; and

(c) *Resolution*: Resolution is the means to reorganise or wind down the bank in an orderly fashion outside insolvency while preserving its critical functions and limiting to the maximum extent any exposure of taxpayers to losses.

Resolution tools

When the trigger conditions for resolution are satisfied, Greek Law 4335/2015 sets out a minimum set of resolution tools that the resolution authority shall have the power to apply individually or in combination in line with the provisions of the BRRD. These tools are the following:

(a) the sale of business tool, which enables the resolution authority to transfer the shares or other titles of ownership or all or any assets, rights or liabilities of the institution to a purchaser (that is not a bridge institution) on commercial terms without requiring the consent of the shareholders or complying with the procedural requirements that would otherwise apply except those procedural requirements set out in Greek Law 4335/2015;

(b) the bridge institution tool, which enables the resolution authority to transfer shares or other titles of ownership or all or any assets, rights or liabilities of the institution to a bridge institution, a publicly controlled entity, without requiring the consent of the shareholders. The operations of the bridge institution are temporary, the aim being to sell the business to the private sector when market conditions are appropriate;

(c) the asset separation tool, which enables the resolution authority to transfer assets, rights and liabilities, without obtaining the consent of shareholders of the institution under resolution to an asset management vehicle to allow them to be managed and worked out over time. Such a transfer may only be made either: (i) where the market situation for said assets is such that liquidation of said assets under normal insolvency proceedings could have an adverse effect on one or more financial markets, or (ii) the transfer is necessary to ensure the proper functioning of the institution under resolution or bridge institution, or (iii) the transfer is necessary to maximise liquidation proceeds. This tool may be used only in conjunction with other tools to prevent an undue competitive advantage for the failing institution; and

(d) the bail in tool. Through this tool, the resolution authority has the power to write down eligible liabilities of a failing institution and/or to convert such claims to equity. The resolution authority may use this tool only (i) to recapitalise the institution to the extent sufficient to restore its ability to comply with the conditions for its authorisation, to continue to carry out the activities for which it is authorised and to restore the institution to financial soundness and long term viability or (ii) to convert to equity or reduce the principal amount of obligations or debt instruments that are transferred to a bridge institution (with a view to providing capital to such bridge institution) or that are transferred under the sale of business tool or the asset separation tool. Under BRRD, institutions and entities are required to include a contractual term by which the creditor or party to the agreement or instrument creating the liability recognises that the relavant liability may be subject to the write down and conversion powers; BRRD II introduces an exemption with regard to cases where it is legally or otherwise impracticable to include a contractual recognition of bail-in clause in a contract. EBA is to develop draft regulatory technical standards in order to further determine the list ofliabilities to which the aforementioned exclusion applies. BRRD establishes the sequence in which the resolution authority should apply the power to write down or convert obligations of an entity under resolution.

Certain liabilities are excluded from the bail-in tool, such as:

(a) Covered deposits;

(b) secured liabilities including covered bonds and liabilities in the form of financial instruments used for hedging purposes which form an integral part of the cover pool and which according to national law are secured in a way similar to covered bonds;

For the purposes of the bail in tool, institutions are required under Greek Law 4335/2015 to maintain at all times a sufficient aggregate amount of own funds and eligible liabilities, the aim of which is to ensure that banks have sufficient loss absorbing capacity. Such requirement is calculated as the amount of own funds and eligible liabilities expressed as a percentage of the total liabilities and own funds of the institution. The respective provisions are to be amended in accordance with BRRD II.

Resolution authority's powers

The resolution authority has a broad range of powers when applying resolution measures and tools. When applying the resolution tools and resolution powers, the resolution authority should take in to account the resolution objectives, as described in the BRRD and the SRM Regulation, and choose those resolution tools and resolution powers which best achieve the pertinent resolution objectives.

Single Resolution Mechanism

The SRM applies to all banks supervised by the SSM. If a bank supervised by the SSM infringes or is likely to infringe in the near future capital or liquidity requirements (e.g. because of a rapidly deteriorating financial condition such as a deterioration of the liquidity situation, an increase of the level of leverage and non-performing loans), the ECB will have the power to impose early intervention measures. These measures include the power to require changes to the legal or operational structure of a bank, or the business strategy, and the power to require the managing board to convene a general meeting of shareholders, with the power of the ECB to set the agenda and require certain decisions to be considered for adoption by the general meeting.

All the banks in the participating Member States shall contribute to the SRF. The SRF is owned and administrated by the SRB. The SRF is initially financed by resources accumulated in national compartments which would be progressively mutualised at an EU level over a period of eight years. The establishment of the SRF and its national compartments corresponding to each participating Member State and decisions as to their use are regulated by the SRM Regulation, while the transfer of national funds into the SRF and the activation of the mutualisation of the contributions are provided for in an inter-governmental agreement signed between the participating Member States in the SRM on 21 May 2014 and ratified by the Greek Parliament on 30 November 2015, by virtue of Greek Law 4350/2015.

Deposit and Investment Guarantee Fund

The HDIGF is a private law legal entity and the universal successor of the former Hellenic Deposit Guarantee Fund. The provisions currently applicable to the HDIGF are set out in Greek Law 4370/2016 which transposed into Greek law Directive 2014/49/EU aiming at strengthening the protection of citizens' deposits in case of bank failures and enhancing the role of deposit guarantee schemes in the financial safety net.

Pursuant to Greek Law 4370/2016, all credit institutions licensed to operate in Greece, with certain exemptions, and the local branches of credit institutions which have been established in non EU Member States and are not covered by a guarantee scheme equivalent to that of the HDIGF mandatorily participate in the HDIGF. Greek branches of foreign credit institutions established in EU Member States may also become members of the investments cover scheme of HDIGF at their discretion.

The purpose of the HDIGF is (a) to indemnify depositors of the participating credit institutions that become unable to fulfil their obligations towards their depositors and finance resolution measures of credit institutions through the deposits cover scheme (the **Deposits Cover Scheme**) in accordance with article 104 of Greek Law 4335/2015; (b) to indemnify investors who are clients of participating credit institutions which may become unable to fulfil their obligations towards their clients in connection with the provision of "covered" investment services through the investments cover scheme (the **Investments Cover Scheme**); and (c) to provide financing for resolution measures of credit institutions through the resolution scheme (the **Resolution Scheme**). The HDIGF guarantee schemes with respect to Greek credit Institutions also cover deposits of their branches in other EU Member States and deposits of their branches in non EU Member States as well as claims from covered investment services rendered by their branches in other EU Member States or third countries, provided that the relevant deposits (solely if such deposits are in branches of non EU Member States) or claims are not covered by a guarantee scheme equivalent to that of the HDIGF.

Under the Deposits Cover Scheme, the maximum coverage limit under Greek Law 4370/2016, for every depositor with deposits not falling in the "exempted deposits" category, taking into account the total amount of its deposits with a credit institution (and regardless of the number of accounts, the currency of such deposits or the place where the account(s) is/are held) minus any due and payable obligations of such depositor towards the relevant credit institution, subject to set off in accordance with Greek law, is €100,000. By way of exemption, the Deposits Cover Scheme covers deposits at an additional limit of up to a maximum amount of €300,000 deriving from specific activities (such as sale of a private property by an individual, payment of social security/insurance benefits, etc.) credited to the relevant accounts, subject to the time limits and other conditions specified in Greek Law 4370/2016. Under the Investments Cover Scheme, the maximum coverage limit is €30,000 for the total of claims of an investor client against the credit institution, irrespective of covered investment services, number of accounts, currency and place of provision of the service. Certain deposits and investment services are excluded from the HDIGF coverage.

Pursuant to Greek Law 4370/2016, the participation in the Deposits Cover Scheme involves ipso jure, the participation in the Resolution Scheme, while pursuant to Greek Law 4335/2015, the Resolution Scheme is empowered to collect from participating credit institutions, including from the local branches of credit institutions which have been established in non EU Member States, ex ante contributions and extraordinary ex post contributions.

The schemes of the HDIGF are clearly distinct from each other and each has its own assets. Each of the Deposits Cover Scheme and Investments Cover Scheme is funded mainly by the initial contributions, the annual/regular contributions and by extraordinary contributions which are mandatorily paid by the participating credit institutions, donations, the liquidation of claims and the revenues deriving from the management of its assets, while the Resolution Scheme is funded by the ex ante contributions and extraordinary ex post contributions referred to above and alternative funding means of the type contemplated in Article 105 of the BRRD.

The HFSF

The first economic adjustment programme for Greece required the establishment of the HFSF, funded by the Greek government out of the resources made available by the IMF and the EU, to ensure adequate capitalisation of the Greek banking system. The HFSF was established in July 2010 and its duration, originally set until 30 June 2017, was extended until 30 June 2020 and most recently until 31 December 2022, although this may be further extended by the Minister of Finance if the extension is necessary to enable the HFSF to achieve its objectives.

In pursuing its objectives, the HFSF:

- provides capital support on the basis of a restructuring plan approved by the HFSF and the European Commission to licensed credit institutions operating in Greece in compliance with Greek Law 3864/2010 (the “HFSF Law”) and the EU state aid rules;

- monitors and assesses how credit institutions that have received capital support from the HFSF comply with their restructuring plans. The HFSF ensures that such credit institutions operate on market terms such that the participation of private investors therein in a transparent manner is promoted and the state aid rules are complied with;

- exercises its rights as shareholder deriving from its participation in the credit institutions that have received capital support from the HFSF, as such rights are set out in the HFSF Law and in relationship framework agreements entered into with those credit institutions;

- disposes of, in whole or in part, the financial instruments issued by the credit institutions in which it participates;

- grants loans to the Hellenic Deposit and Investment Guarantee Fund for resolution purposes pursuant to art. 16 of the HFSF Law (See above, “***Deposit and Investment Guarantee Fund***”);

- facilitates the management of non-performing loans of credit institutions;

- enters into relationship framework agreements with the credit institutions receiving (or having received) financial assistance from the EFSF and the ESM for as long as it holds equity or other capital instruments of the relevant credit institution;

- exercises its rights as shareholder deriving from the transfer of common shares and cooperative shares pursuant to para. 6 of art. 27A of Greek Law 4172/2013;

- exercises its voting rights deriving from the participation of General Government Entities in the share capital of credit institutions, the exercise of which has been duly assigned to the HFSF either pursuant to statutory or regulatory provisions or pursuant to a relevant resolution of the competent management body of the aforesaid Entities;

- exercises its rights pursuant to the HFSF Law in relation to an acquiring company or a dividing company established due to a a company transformation in accordance with the provisions of Greek Law 4601/2019 of a credit institution having received capital support from the HFSF;

- exercises its rights pursuant to the HFSF Law and its rights deriving from framework agreements pursuant to para. 4 of art. 6 of the HFSF Law in relation to a credit institution established as a result of the transfer of the banking sector of a credit institution having received capital support, in the context of partial division or hive down due to company transformation in accordance with the provisions of Greek Law 4601/2019.

The HFSF is managed by two administrative bodies with decision making powers, namely the General Council and the Executive Committee whose members are appointed and removed by an independent selection committee. The General Council, among other matters, monitors the compliance of the Executive Committee with the HFSF Law and determines issues of financial support to credit institutions, the exercise of the HFSF's voting rights in, and the disposal of its participations in, credit institutions. The Executive Committee is responsible for the day to day management of the HFSF.

The HFSF supported credit institutions through the subscription of ordinary shares and contingent convertible securities. It was also authorised to provide extraordinary support through the subscription of CET1 capital instruments or Additional Tier 1 instruments or Tier 2 instruments. The HFSF's subscription for the securities issued to it was made by means of cash or bonds issuable by, as applicable at each relevant time, either the EFSF or the ESM.

In the Issuer's case, the support provided to it by the HFSF was through the issuance of new ordinary shares covered entirely by the HFSF with the contribution of bonds issued by the EFSF and owned by the HFSF, as resolved by the Issuer's Extraordinary General meeting on 30 April 2013.

The Tripartite Relationship Framework Agreement

Reflecting the HFSF's status as a shareholder of Eurobank Holdings (it currently owns 1.4 per cent of Eurobank Holdings's shares), and following the completion of the demerger (see "*Demerger*" for further information), Eurobank Holdings, the Issuer and the HFSF are parties to a tripartite relationship framework agreement (the "Tripartite Agreement") signed on 23 March 2020. The Tripartite Agreement allows the HFSF to enforce against the Issuer all the rights which it had against the former Eurobank Ergasias S.A. under an earlier relationship framework agreement between it and Eurobank Ergasias S.A..

Accordingly, the Tripartite Agreement, among other matters:

- regulates the corporate governance of the Issuer;

- monitors the implementation of the Issuer's non-performing loan management framework; and

- monitors the Issuer's performance in relation to non-performing loan resolution.

The Tripartite Agreement also (i) deals with the material obligations of Eurobank Holdings and the Issuer under the RFA, and the switch of the restricted voting rights that the HFSF currently has in Eurobank Holdings to full voting rights if those obligations are breached, (ii) requires the Issuer's risk profile to be monitored against the approved Group Risk and Capital Strategy, (iii) requires the Issuer to obtain the HFSF's prior written consent for its Group Risk and Capital Strategy and for its Group Strategy, Policy and Governance (relating to the management of the Issuer's arrears and non-performing loans) and (iv) establishes the duties, rights and obligations of HFSF's Representative in the Board of each of Eurobank Holdings and the Issuer (see further below).

The Tripartite Agreement and the HFSF Law do not preclude, reduce or impair the ability of the Issuer's management of each of Eurobank Holdings and the Issuer to continue to determine independently, among other matters, their respective commercial strategy and policy and to manage the Issuer's day-to-day operations.

According to the HFSF Law and the Tripartite Agreement, the HFSF has the following rights:

- the right to vote at the General Meetings of Eurobank Holdings only for decisions concerning (i) the amendments of the Articles of Association of Eurobank Holdings, including the increase or reduction of the capital or the corresponding authorisation to its Board, (ii) mergers, divisions, conversions, revivals, extension of term or dissolution of Eurobank Holdings, (iii) the transfer of assets (including the sale of subsidiaries) or (iv) any other issue requiring increased majority as provided for in the Greek law on Sociétés Anonymes;

- the right to appoint one director (the "HFSF representative") to the Board of each of Eurobank Holdings and the Issuer, to appoint the HFSF representative to their respective Audit, Risk, Nomination and Remuneration Committees and also to appoint an observer in the Board and in the Audit, Risk, Nomination and Remuneration Committees with no voting rights of each of Eurobank Holdings and the Issuer;

- the right to preferential reimbursement, in priority to all other shareholders from the proceeds of the liquidation of Eurobank Holdings, if it is liquidated;

- free access to the books and records of each of Eurobank Holdings and the Issuer for the purposes of HFSF Law, with executives or consultants of its choice;

- to review the annual self-assessment of the Board and the committees of each of Eurobank Holdings and the Issuer for the purpose of identifying weaknesses and improving working methods and effectiveness and the responsibility to perform, assisted by an independent consultant of international reputation, an evaluation of their respective corporate governance framework, Board and committees, as well as their respective members; and

- the right to monitor the implementation of the Issuer's non-performing loan management framework and of the Issuer's performance on non-performing loans resolution.

The HFSF representative has a number of rights, including to:

- to call a Board meeting, a meeting of any Board committee of each of Eurobank Holdings and the Issuer he is a member of and a general meeting of shareholders of Eurobank Holdings and to include items on the agenda of any of those meetings;

- to veto any resolution of the Board of each of Eurobank Holdings and the Issuer (i) related to dividend distributions or the remuneration policy and proposed bonuses to Board members and General Managers or their deputies (ii) which may jeopardise depositors' interests or materially affect liquidity, solvency or, in general, the prudent and orderly operation of the Issuer (such as business strategy and asset/liability management), (iii) concerning corporate actions resulting in any matter for which the HFSF would have full voting rights in a shareholder meeting which may materially impact HFSF's participation in the share capital of Eurobank Holdings, or (iv) any decision related to any other veto right each time provided by the HFSF Law;

- to request the postponement of a Board meeting of each of Eurobank Holdings and the Issuer or the discussion of any item in order to receive HFSF's Executive Board's instructions or in case the notification of the date of a relevant Board meeting, including the agenda and the relevant material, data or information and all supporting documents with respect to the items of the agenda, are not sent at least three business days prior to such Board meeting;

- to request an adjournment of any Board meeting of each of Eurobank Holdings and the Issuer or the discussion of any item by up to three business days, if it finds that the material, data or information and the supporting documents submitted to the HFSF pursuant to the items of the agenda of the forthcoming relevant Board meeting are not sufficient; and

- to approve the Chief Financial Officer (**CFO**) of each of Eurobank Holdings and the Issuer.

In exercising these rights, the HFSF representative should take into account the business autonomy of each of Eurobank Holdings and the Issuer.

ECONOMIC OVERVIEW

GREEK ECONOMIC ADJUSTMENT PROGRAMMES

Financial support following the financial crisis

Since May 2010, Greece has received financial support from the EU and the IMF in the form of financial loans within the framework of three economic adjustment programmes, which included a series of fiscal policy measures and structural reforms.

The third economic adjustment programme commenced in August 2015 and was successfully completed three years later in August 2018. According to the ESM, the total funds disbursed under the three programmes aggregated to €265.8 billion out of a total funding capacity of €361 billion.

In June 2018, certain debt relief measures were announced - namely the medium term debt relief measures in respect of Greece's loan received under the second economic adjustment programme, which included a 10-year maturity extension. At the same time, an enhanced surveillance ("ES") framework adapted to Greece in view of the long-standing crisis and challenges faced was established. The ES's main purpose is to safeguard financial stability and continued implementation of structural reforms aiming, among other matters, to boost domestic growth, create jobs and modernise the public sector. Reviews under the ES are conducted quarterly and progress is linked to debt sustainability measures, such as income equivalent returns and reduced interest rates. The first eight consecutive ES quarterly reviews were successfully completed by November 2020. Greece received approximately €3.4 billion from the ES financial envelope in four disbursements, in May 2019 (€1 billion), in January 2020 (€0.8 billion) and in July 2020 (€0.8 billion) and December 2020 (€0.8 billion).

According to the eighth ES review (November 2020), the cash buffer that the Greek Government built up from 2018 onwards amounted to €34.5 billion as at 30 September 2020. The cash buffer, generated by ESM loan disbursements and other sources, is intended to facilitate the country's access to the international markets and/or to act as an insurance against the cost of the ongoing COVID-19 pandemic.

Sovereign ratings

Reflecting many of the above developments:

- Moody's rating increased from "B1" with a positive outlook at the start of 2018 to "Ba3" with a stable outlook in 6 November 2020 on the back of the ongoing reform process that supports a sustainable improvement in the institutional framework and on the country's growth prospects.

- Fitch's rating increased from "B-" with a positive outlook at the start of 2018 to "BB" with a positive outlook in January 2020. On 23 April 2020, Fitch revised its outlook to stable and, on 24 July 2020, Fitch affirmed its "BB" rating with stable outlook , despite the expected negative impact of the COVID-19 crisis on economic activity, the fiscal position and the external sector;

- Standard & Poor's rating increased from "B-" with a positive outlook at the start of 2018 to "BB-" with a positive outlook in October 2019. On 24 April 2020 Standard & Poor's revised its outlook for Greece from positive to stable due to the expected adverse effects of the COVID-19 pandemic; and

Greece's ratings remain below investment grade. However, the progress made from 2018 onwards, together with the recent inclusion of Greek government securities in the ECB's pandemic emergency purchase programme ("PEPP"), led to an improvement in the yield of Greek 10-year bonds to 0.64 per cent. on 30 November 2020 compared to 1.46 per cent. on 31 December 2019 and 4.40 per cent. on 31 December 2018.

During 2020, the Greek Public Debt Management Agency (the "PDMA") has issued:

- a 15-year bond of €2.5 billion at a yield of 1.9 per cent. in January which it subsequently increased by a further €2.0 billion at a historic low yield of 1.152 per cent. in late October;
- a 7-year bond of €2 billion at a yield of 2.013 per cent. in April;
- a 10-year bond of €3 billion at a yield of 1.568 per cent. in June which it subsequently increased by a further €2.5 billion at a historic low yield of 1.187 per cent. in September.

In March 2020, the ECB removed the sovereign limits on the exposure of Greek banks (including Eurobank) towards the Hellenic Republic.

CURRENT ECONOMIC ENVIRONMENT IN GREECE

GDP

According to ELSTAT data, in 2017, 2018 and 2019, the real GDP growth rate turned positive, although it was lower than official sector forecasts, at 1.3 per cent., 1.6 per cent., and 1.9 per cent. respectively. According to the EC's 2020 Autumn forecasts (November 2020) and the seventh ES review, real GDP growth for Greece is expected at -9.0 per cent. and 6.0 per cent. for 2020 and 2021, respectively, without the economic effects of the second countrywide lockdown that started in early November 2020. The equivalent forecasts before the COVID-19 pandemic were 2.4 per cent. and 2.0 per cent, according to EC's 2020 Winter forecasts. According to the 2021 Draft Budget (November 2020), the real GDP growth rate for 2020 and 2021 is expected at -8.2 per cent. and 7.5 per cent. respectively. According to the most recent IMF forecasts (October 2020), real GDP growth for 2020 and 2021 is expected at -10.5 per cent. and 4.8 per cent respectively, including the effect of the second lockdown. Based on ELSTAT's provisional data, the real GDP growth rate in the third quarter of 2020 decreased by -11.7 per cent. on an annual basis as a result of a significant drop in exports of goods and services. The real GDP growth rate was at -0.5 per cent. in the first and second quarter of 2020.

Fiscal developments

Greece's primary balance for 2019 was positive at 3.5 per cent. of GDP. According to the EC's Autumn forecasts (November 2020), the primary balance was expected to be -3.8 per cent., -3.6 per cent. and -0.8 per cent. of GDP in 2020, 2021 and 2022, respectively, in ESA2010 terms and without the incorporation of the fiscal costs of the second lockdown. These figures were significantly lower than the Enhanced Surveillance targets of 3.5 per cent. of GDP for both years, principally as a result of the public support aiming to address the economic effects of the COVID-19 pandemic. On 4 March 2020, the Eurogroup decided that non-permanent deviations from the agreed fiscal paths of the member-states, due to unusual effects outside the control of their governments (such as the effects of the COVID-19 pandemic), would not be considered a material breach. According to the 2021 Budget (November 2020), the primary balance for 2020 and 2021 is expected to register a deficit of -6.8 per cent. and 3.8 per cent. of GDP, respectively, in ESA2010 terms and -7.2 per cent. and -3.9 per cent. of GDP in Enhanced Surveillance terms, conditional on the measures aiming to address the economic effects of the COVID-19 pandemic announced in early November 2020. The primary balance figures estimated above may change significantly as a result of the actual size of the public sector support measures aiming to address the economic effects of the COVID-19 pandemic and the reduction in tax revenues that the decline of economic activity is likely to cause.

According to the 2021 Budget, the Greek government's planned total measures aiming to address the economic effects of the Covid-19 pandemic amount to €31.4 bn. The latter figure includes leverage of €5.7 bn for 2020 to be provided by the banking system on top of the €2.6 billion of the Public Investment Budget for cash-collaterals and the co-financing of loans to small and medium size enterprises. From the aforementioned amount €23.9 bn correspond to 2020 and €7.6 bn to 2021 respectively including the cost of the ruling of the Council of State on pension cuts. These measures include, among others:

- The reduction of the private sector's social security contributions by 3 percentage points and the abolishment of the Special Solidarity levy for the private sector (only for 2021); the reduction of advanced income tax payment for firms and freelancers.
- The payment by the government of the social security contributions for employees under labour suspension.
- The suspension of VAT payments for firms affected by the Covid-19 pandemic, the social security and the tax related debt instalments for firms and freelancers.
- The temporary economic support to wage earners under labour suspension, to seasonal employees (tourism sector), and to certain scientific sectors.
- The Easter and Christmas bonus state contribution for employees under labour suspension; the employment subsidy under "synergasia" programme; the extension of the regular and long-term unemployment benefit, interest rates subsidies for firms that remained closed during the lock down period as well as mortgage loans subsidies to households.

According to the EC's Autumn economic forecasts (November 2020), and following the implementation of the medium-term debt relief measures, gross public debt is expected to be 207.1 per cent., 200.7 per cent. and 194.8 per cent. of GDP in 2020,2021 and 2022, respectively. According to the 2021 Draft Budget, the 2020 and 2021 gross public debt is expected to be 208.9 per cent. and 199.6 per cent. of GDP respectively. The IMF debt forecasts for 2020 and 2021 were 205.2 per cent. and 200.5 per cent. of GDP, respectively. These figures are subject to change conditional on the size of the 2020 and 2021 primary balance and the economic performance of the country in each year.

Current account

According to the EC's Autumn economic forecasts (November 2020), Greece's current account balance was at a deficit of -2.9 per cent. and 1.5 per cent. of GDP in 2018 and 2019, respectively. The EC expects Greece's current account deficit to be 6.0 per cent.,, 6.2 per cent. and 4.5 per cent. of GDP in 2020, 2021 and 2022, respectively. According to the IMF, the current account for 2020 and 2021 is expected to register a deficit of -7.7 per cent. and -4.5 per cent. of GDP respectively. The deterioration of the current account is mainly due to the disruption of the external sector trading flows caused by the COVID-19 pandemic.

Unemployment and inflation

Based on ELSTAT data, the unemployment rate in Greece in August 2020 was 16.8 per cent. compared to 16.9 per cent. in August 2019. The unemployment rate was 19.3 per cent. and17.3 per cent. in December 2018 and December 2019, respectively. According to the EC's Autumn economic forecasts (November 2020), unemployment is expected to be18.0 per cent., 17.5 per cent. and 16.7 per cent. in 2020, 2021 and 2022, respectively. According to the 2021 Draft Budget, the unemployment in 2020 and 2021 is expected to be 18.6 per cent. and 16.5 per cent respectively. The IMF unemployment forecasts for 2020 and 2021 were 19.9 per cent. and 18.3 per cent. respectively. Based on ELSTAT data, the harmonised index of consumer prices ("HICP") in October 2020 decreased by 2.0 per cent. compared to 0.2 per cent. in September 2020. On an annual basis, according to the EC's Autumn economic forecasts (November 2020) the HICP for 2020, 2021 and 2022 is expected to be -1.3 per cent., 0.9 per cent. and 1.3 per cent., respectively, compared to 0.5 per cent. in 2019. According to the 2021 Draft Budget, inflation in 2020 and 2021 is expected at -1.1 per cent. and 0.6 per cent.

respectively. The IMF inflation forecasts for 2020 and 2021 were at -0.6 per cent. and 0.7 per cent. respectively.

Banking sector

Greek banks returned to pre-tax profitability from 2016 onwards. The stock of non-performing loans ("NPLs") remains the main issue for the Greek banking sector. According to the European Banking Authority, the NPLs stock at group level was at 30.3 per cent. of total loans in the second quarter of 2020 compared to 39.2 per cent. in the second quarter of 2019. The 2020 level is the highest among EU states and is significantly higher than the EU average of 2.9 per cent. Ongoing deleveraging in the Greek economy continues to be a drag on recovery.

According to Bank of Greece data, the private sector domestic credit balance at the end of October 2020 was €146.9 billion, compared to €156.2 billion at the end of October 2019, an annual decrease of - 6.0 per cent. A significant part of this deleveraging was due to the reduction of the stock of NPLs. On the other side of the ledger, private sector domestic deposits were €155.7 billion at the end of October 2020, compared to €139.7 billion at the end of October 2019, amounting to an annual increase of 11.4 per cent.

Real estate market

The Greek real estate market was negatively impacted by the financial crisis. According to the Bank of Greece, the price of residential property (based on the apartment price index) declined by 42.3 per cent. between the end of 2007 and the end of 2017 as a result of contracting disposable income, increasing unemployment, limited access to credit and the excess supply of residential properties during the financial crisis. The price of commercial real estate (based on the office price index for the Athens area only) declined by 30.0 per cent. between 2010 (earliest available data) and the end of 2016. According to the Bank of Greece, commercial real estate prices registered an increase of 1.6 per cent., 9.1 per cent. and 4.1 per cent. in 2017, 2018 and 2019, respectively. Residential real estate prices registered an increase of 2.6 per cent. and 7.6 per cent.in 2018 and 2019, mainly as a result of rental demand from tourists, golden visa schemes and the pick-up in economic activity. According to the Bank of Greece, residential property prices increased by 6.5 per cent., 4.1 per cent. and 3.2 per cent. in the first, second and third quarters of 2020.

Outlook

The Group believes that the principal macroeconomic uncertainties over the next 12 months are:

(a) the health crisis arising from the COVID-19 pandemic and its negative effect on the domestic and regional economy (including (i) the possibility of a second wave during the second half of 2020 or in 2021 and (ii) the uncertainty regarding the pace and timing of any economic recovery);

(b) the attractiveness of new investments in the country;

(c) the implementation of the reforms and privatisation agenda; and

(d) the geopolitical and macroeconomic conditions in the broader region, including the impact of persistent low or negative interest rates.

In addition, the UK formally left the EU on 31 January 2020 and entered into a transition period that is set to last until 31 December 2020 whilst the EU and the UK negotiate a free trade agreement and the other principles governing their future relationship. During the transition period, the UK maintains the privileges and obligations of an EU member state but loses representation and voting rights in EU institutions. The main risk for Greece from the UK's exit stems from the external balance of goods and services between the two countries.

These uncertainties, should they crystallise, could have potentially adverse effects on the liquidity and solvency of the Greek banking sector. The Group continues to monitor closely all developments in the Greek macroeconomic environment.

REGIONAL INTERNATIONAL ECONOMIC DEVELOPMENTS

As of early December, six months after the initial re-opening of their economies, the epidemiological situation in many countries of the Central, Eastern and South-eastern Europe (CESEE) region has aggravated. During the past weeks, most of them have been confronted with an exponential rise in infections, hospitalizations and fatalities related to the Covid-19 pandemic hitting new record highs. The sharp deterioration has put the CESEE region on the epicentre of media attention during the "second wave", because the countries have been hit disproportionally harder than their Western Europe peers. The resurgence of infections threatens the rebound prospects of the broader CESEE region in the Q4-2020 and undermines the growth rebound prospects of 2021-22. The second wave of infections will most probably put a break on the pace of recovery-not limited to the services sector-and signal that full recovery may take longer than initially anticipated to materialize under the assumption that restrictive measures will most probably remain in place in the first months of next year.

Bulgaria

Bulgaria is no exception in the Covid-19 second wave, which is at play in the last two months in Europe and most parts of the world. Following the daily Covid-19 cases resurgence since October, the state of emergency has been extended by two more months, i.e. until January 2021. Additional social distancing measures in order to tame the virus spreading were put into force as of November 27 and will last until December 21. Just before the resurgence, GDP rebounded by +4.3%QoQ in Q3, compared to a -9.8%QoQ contraction in the previous quarter, albeit on an annual basis it continued to shrink by -5.2%YoY vs -8.2%YoY in Q2. According to the EC's autumn economic forecasts (November 2020), the economy is expected to be heading towards a -5.1% contraction in 2020, before rebounding gradually by +2.6% in 2021. The respective forecasts in July stood at -7% for 2020 and +5.3% for 2021. Despite the overall recessionary performance so far and the doubtful outlook for the last quarter of 2020, risks continue to remain broadly balanced, as the well established fiscal discipline works as a buffer and thus a mitigating factor. The country entered the crisis with a strong fiscal position as the public debt stood at 20% of GDP and the budget run a mild deficit of -1% in FY2019, after several years of modest surpluses. In this context, the government was able, not only to increase the budget target for 2020 to -4.4% of the projected GDP but also to pass through the parliament a budget bill that envisages a -3.9% fiscal deficit in 2021, providing the economy with ample fiscal space. Additionally, Bulgaria will not be subject to the Macroeconomic Imbalances Procedure (MIP), as the European Commission concluded in February that the country no longer experiences such imbalances. All the above are mirrored in the upgrade of the country's sovereign rating by one notch to Baa1, from Baa2, by Moody's in October with a stable outlook, from positive previously. Concluding, the overall strong fiscal profile and the ERM II entry act as a protective shield to the economy amid, hopefully, the last wave of Covid-19, as within 2021 the massive vaccination is anticipated to put an end or drastically tame the pandemic.

Cyprus

In Cyprus, the rapid deterioration of the epidemiological situation in Q3 prompted local authorities to reintroduce social distancing measures, initially at a local level and subsequently at a national level until at least mid-December. Despite their rise, the number of infections and the death toll remain relatively low until now, compared to other EU countries. In addition, the economic impact has turned out so far less severe than initially anticipated despite the country's high sensitivity as a small, open and services-oriented economy with tourism being one of its backbone industries. The over-performance can be broadly attributed to two factors. First, the quick, sizeable and still ongoing financial support from the government and, second, the extensive use of banks' loan moratoria which put Cyprus in the first place of the relevant EU ranking. Factoring in the positive performance of Q3 on a quarterly basis, real GDP has contracted so far by -5.1% YoY in 9M-2020, outperforming Euroarea peers. According to the latest EC's autumn economic forecasts (November 2020), the economy is headed to contract by -6.2% in 2020 (vs. -7.7% in the summer forecast), before rebounding by +3.7% in 2021 (vs. +5.3% in the summer forecast), below Euro area.

To mitigate the impact of the covid-19 crisis, the government has adopted so far a financial support package of 19.6% of 2019 GDP in fiscal measures (€1bn), government guarantees and liquidity support measures (€3.3bn), some of them extending until 2024. Cyprus was among the first to tap international markets in April and July 2020, raising a combined amount of €2.75bn at relatively low yields to address the increased gross borrowing needs for the years 2020 and 2021, taking advantage of the ECB intervention through the PEPP. In addition, Cyprus has already received the first instalment of €250mn in loans from the SURE instrument out of a total €479mn earmarked amount in order to address increased unemployment risks; this places the country among those few that will receive the maximum allowed support (2% of GDP). In addition, Cyprus will become the first country to tap the ESM's Pandemic Crisis Support fund (up to 2% of 2019 GDP) to cover its increased healthcare expenditures. Finally, under the latest EU Council decision in July 2020 for the NGEU and the MFF, Cyprus could have access to more than €2.6bn or 11.7% of 2019 GDP in funds, among them €1.1bn in grants.

Serbia

Having expanded by more than 4% in the two years to 2019, the latest EC's autumn economic forecasts indicate that the Serbian economy will contract by -1.8% in 2020 (vs. -4.1% in the spring forecast) before growing by +4.8% (vs. +6.1% in the spring forecast) in 2021. The latest IMF's virtual review mission forecast, in mid-October 2020, indicates a GDP contraction of -1.5% in 2020 and growth of 5.0% in 2021.

Serbia entered the COVID-19 crisis with significantly lower imbalances than a decade ago allowing the authorities to compile a support package of 11% of GDP (which was among the largest in emerging Europe) to contain the pandemic's negative economic impact. Furthermore, the country's lower exposure than in regional peers to sectors hardest hit by the crisis and the relatively short duration of the most stringent containment measures back in spring underpins its over performance in 2020-21.

In addition, the Serbian government has applied for aid from the EU solidarity fund under the same conditions as an EU member state. Serbia recently achieved a historic low borrowing cost in the Eurobond market, supported by a cross currency hedge that the Public debt agency performed. On November 23rd Serbia issued a 10-year Eurobond of USD1.2bn, at a coupon rate of 2.125% and a yield rate of 2.35%, which are both considered record low in terms of borrowing in USD.

The new government, elected in late June 2020 and parliamentary endorsed in mid-October 2020, should ensure policy continuity in the next two years but may stay in office until late April2022 when the next Presidential elections are scheduled to take place. Finally, the 30-month non-financial advisory Policy Coordination Instrument ("PCI") that has been established by the IMF has been broadly on track. Even though the programme is set to conclude in January 2021, it still provides a valuable policy anchor going forward.

RISK MANAGEMENT

Due to its activities, the Group is exposed to a number of financial risks, such as credit risk, market risk (including currency and interest rate risk), liquidity and operational risks. The Group's risk management strategy in relation to the credit, market and liquidity risks that it faces is described in note 5.2 to the 2019 Consolidated Financial Statements, which are incorporated by reference in this Offering Circular. See "*Documents Incorporated by Reference*". In addition, the Group's operational risk management strategy is described below.

Operational Risk

Governance

Operational risk is embedded in every business activity undertaken by the Group. The primary goal of operational risk management is to ensure the integrity of the Group's operations and maintain the Group's reputation by mitigating the impact of operational risk. However, by its nature, operational risk cannot be fully eliminated. To best manage operational risk, the Group has established a formal Operational Risk Management Framework to define its approach to identifying, assessing, managing, monitoring and reporting operational risk.

Governance responsibility for operational risk management stems from the Board of Directors (the "BoD") through the Executive Board and senior management to the heads and staff of every business unit. The BoD establishes the mechanisms by which the Group manages operational risk by setting the expectations from the top and delegating authority. The Board Risk Committee (the "BRC") and the Audit Committee (the "AC") monitor the operational risk level and profile of the Group, including the level of operational losses, their frequency and severity.

The Group Chief Risk Officer is responsible for the Group's operational risk-related initiatives and ensures implementation of the Operational Risk Management Framework. The Group Chief Risk Officer has the overall responsibility for, and oversight of, the Operational Risk Units in the countries in which the Group operates. The Operational Risk Committee is a management committee that assesses the operational risks arising from the activities of the Group and ensures that each business entity has appropriate policies and procedures for the control of its operational risk and that prompt corrective action is taken whenever a high risk area is identified.

Group Operational Risk Sector ("GORS") is responsible for establishing and maintaining the Group's Operational Risk Management Framework and for operational risk oversight. An Operational Risk Unit operates in every subsidiary of the Group, being responsible for implementing the Group's operational risk framework. GORS is responsible for:

- defining the methodology for the identification, assessment and reporting of operational risk;
- implementing regulatory requirements and Group guidelines;
- monitoring the operational risk level and profile and reporting thereon to the BRC; and
- defining and rolling out the methodology for the calculation of the regulatory capital charge for operational risk.

The heads of each business and functional unit (risk owners) have the primary responsibility for the day-to-day management of operational risk arising in their units and for the adherence to relevant controls. To this end, every business unit:

- identifies, evaluates and monitors its operational risks and implements risk mitigation controls and techniques;

- assesses the efficiency of control mechanisms;
- reports all relevant issues; and
- has access to and uses the common methods and tools introduced by GORS, in order to facilitate the identification, evaluation and monitoring of operational risk.

An OpRisk Partner is assigned in each business unit and is responsible for coordinating the internal operational risk management efforts of the business unit while acting as a liaison to the local Operational Risk Unit. Certain business units have established a dedicated anti-fraud unit or function, according to the fraud risk to which their operations are exposed. Their main objective is to continuously identify fraud risks and to undertake all appropriate actions in addressing and mitigating those risks in a timely manner.

THE MORTGAGE AND HOUSING MARKET IN GREECE

The first mortgage lending institution, the National Mortgage Bank of Greece, was established in 1927, followed by the National Housing Bank in 1930. Both institutions were under government control, but have since been merged with the National Bank of Greece. Since then, another three institutions under government control have become active in the field of mortgage lending: the Postal Savings Bank (*Tachydromiko Tamieftirio*) that was merged with Eurobank in 2014; the Consignment Deposits and Loans Fund (*Tamio Parakatathikon kai Daneion*); and the Agricultural Bank of Greece that was acquired by Piraeus Bank in 2012; the first two providing loans to civil servants and the latter providing loans mainly to farmers. In 1985 the state monopoly of mortgage lending was ended, allowing commercial banks to enter the market, provided that their mortgage financing did not exceed 2 per cent of their deposits. From the early 1990s onwards the mortgage loans market was rapidly deregulated. All the credit institutions authorised in Greece under Law 4261/2014 and the Directive 2013/36/EU.

Until the end of 2008, the residential mortgage market exhibited a remarkable growth. Lending acceleration took place against a backdrop of macroeconomic stability, rapidly declining interest rates (from 25 per cent in the early 1990s to less than 6 per cent in 2003 and to less than 5 per cent until the end of 2008), and strong residential construction activity. According to ELSTAT data, the investments in residential construction as part of the total investments, were on average at 35.7 per cent in the 2008-2007 period, in real terms.

From 2008 onwards, the residential mortgage market has started showing signs of deceleration, mainly as a result of the sovereign debt crisis. According to the European Commission, the cumulative fall in real GDP between 2008 and 2016 – the last year with a negative real GDP growth rate before the eruption of the COVID-19 pandemic – was at 26.9 per cent. The respective Euroarea figure was positive growth of 3.8 per cent. The total tax burden between 2007 and 2016 increased by 8.6 percentage points in terms of nominal GDP – from 33.5 in 2007 to 42.1 per cent of GDP in 2016 – as a result of the fiscal consolidation measures implemented, namely the various hikes in direct and indirect taxes and the introduction of a new property tax from 2011 onwards. The respective Euroarea figure between 2007 and 2016 was at 1.5 percentage points. The disposable income fell by 23 per cent between 2008 and 2016, due to the aforementioned developments. The disposable income in the Euroarea increased by 15.7 per cent in the said period. At the same time, the gross savings of the private sector, a proxy for the households' proportion of disposable income not used for final consumptions and the income of firms, i.e. the part of income available for investments in the housing market among others, decreased by 66.6 per cent between 2008 and 2018. Greek private sector gross savings reached a minimum at the end of 2018. The gross savings of the private sector in the Euroarea between 2008 and 2018 increased by 31.4 per cent. As a result of these negative developments and on the basis of ELSTAT data, the investments in residential construction as part of the total investments, fell from 45 per cent in 2007 to just 5.8 per cent in 2019, in real terms. Furthermore, according to ELSTAT data, the real estate transactions based in notarial deeds were on average 159.3 K between 2000 and 2010 and fell to 66.2 K on average between 2011 and 2019, a decrease of 58.4 per cent.

According to the Bank of Greece, the balance of the housing credit reached a maximum within 2010 – the growth rate of the housing credit in nominal terms was at 12.0 per cent, 3.7 per cent and -0.1 per cent in 2008, 2009 and 2010 respectively. From then onwards the credit balances of the housing sector entered downward spiral. The housing credit balances registered a 39.2 per cent decrease compared with 2010. The interest rate on new housing loans was at 4.1 per cent. at the end of 2010 and at 3.0 per cent. at the end of 2020.

At the same time, according to the Bank of Greece data, the non-performing loans as percentage of total gross loans – the NPLs ratio for residential loans – increased from 3.9 per cent at the end of the 4th quarter of 2007 to a maximum of 44.7 per cent at the end of the 3rd quarter of 2018. The most recent reading in the residential NPLs was at 39.5 per cent at the end of the 3rd quarter of 2020. The decrease is mainly due to the various measures that the Greek banks implemented for the reduction of their NPLs ratios and the debt moratoria implemented from mid-2020 onwards in oder to address the effects of the COVID-19 pandemic.

The Greek real estate market was negatively impacted by the financial crisis. According to the Bank of Greece, the price of residential property (based on the apartment price index) declined by 42.3 per cent. between the end of 2007 and the end of 2017 as a result of contracting disposable income, increasing unemployment, limited access to credit and the excess supply of residential properties during the financial crisis. The price of commercial real estate (based on the office price index for the Athens area only) declined by 30.0 per cent. between 2010 (earliest available data) and the end of 2016. According to the Bank of Greece, commercial real estate prices registered an increase of 1.6 per cent., 9.1 per cent. and 4.1 per cent. in 2017, 2018 and 2019, respectively. Residential real estate prices registered an increase of 2.6 per cent. and 7.6 per cent.in 2018 and 2019, mainly as a result of rental demand from tourists, golden visa schemes and the pick-up in economic activity. According to the Bank of Greece, residential property prices increased by 6.5 per cent., 4.1 per cent. and 3.2 per cent. in the first, second and third quarters of 2020. See *–Economic Overview – Current Economic Environment in Greece –Real estate market*)

The Greek Housing Market

According to the ELSTAT's 2011 Building census, the share of the number of residential buildings to the number of total buildings was at 79.1 per cent. One-residence buildings and two residence buildings are the prominent type of residencies and amount to 70.0 per cent. and 15.0 per cent. of the total residential buildings respectively. The remaining 15.0 per cent. consist of multi-residence buildings with three apartments or more. The aforementioned one-residence percentage is significantly lower in major urban areas. For example in the Attiki region that includes Athens and the suburbs, the one residence share falls to 48.1 per cent. and in central Athens at just 16.9 per cent. of total residencies. In terms of the period constructed, 11.6 per cent. of the total residencies was built before 1945, 45.3 per cent. was built between 1946 and 1970, and the remaining 43.0 per cent. was built between 1971 and 2011. The total residencies built between 2001 and 2011, a subset of the 1971-2011 period, amount to 18.9 per cent. of the total buildings.

According to Eurostat data, homeownership in Greece averaged 74.8 per cent of total residencies between 2011 and 2019 while the respective figure for the Euroarea was at 66.4 per cent. For the same period, home owners with a mortgage or a housing loan were at 14.5 per cent. and 28.0 per cent. for Greece and the Euroarea respectively.

Security for Housing Loans

In Greece, security on real estate property, including security for housing loans, is created by establishing a mortgage or a pre-notation of a mortgage. A mortgage can be established by a notarial deed (or by a judicial decision, or by law in special cases). The establishment of a mortgage by notarial deed is quite costly and it is therefore not preferred among banks and borrowers. Instead, in most cases, banks obtain a pre-notation of a mortgage, which is less expensive and easier to record than a mortgage. Pre-notation of a mortgage is an injunction over the property entitling its beneficiary to convert it into a full mortgage within ninety (90) days from the final court judgment for the secured claim, but which is valid as of the date of the pre-notation. From the point of view of enforceability, ranking of the security and preferred right to the proceeds of the auction, there is no difference between a holder of a mortgage and a holder of a pre-notation of a mortgage, since the latter is treated as a secured creditor of the property. Both the holder of a pre-notation of a mortgage and a mortgagee need an enforcement right before commencing enforcement proceedings. The difference between them is that the pre-notation is a conditional security interest whose preferential treatment is subject to the un-appealable adjudication of the claim it purports to secure, whereas a mortgagee's claim is enforceable pursuant to the mortgage deed itself.

Establishing a pre-notation is the most common way of establishing security for mortgage lending in Greece.

The pre-notation is registered on virtue of a court decision (interim measures procedure) or a court payment order. The respective decision is issued either with the consent of the property's owner over which the pre-notation will be registered or without it after hearing both parties. The court payment order is issued without hearing of the debtor, based only on documents proving the claim, such as bounced cheques, unpaid bills of exchange, invoices signed by the debtor, lease agreements, etc., and creditor may register a pre-notation of mortgage based on the payment order. The debtor has the right to file an opposition against the payment order issued (see below under "*Enforcing security*").

The procedures adopted by lenders of mortgage loans in practice has led to an arrangement whereby pre-notations are granted "by consent", where both the lending bank and the borrower appear before the competent court and consent to the establishment of the pre-notation on the specific real estate property. The court issues the decision immediately (in fact, the decision is drafted beforehand by the lending bank and is signed by the judge who hears the claim).

The Issuer's lawyer, after receiving a copy of the court decision and having prepared the summary of it and the respective petition, brings them to the Cadastre or the Land Registry, where registered, and after that the related certificates/sheets referring to the pre-notation are issued.

The certificates/sheets concern:

(a) the ownership by the borrower of the mortgaged property;

(b) the registration and class of the pre-notation;

(c) the absence of (judicially raised) claims of third parties against the current and all previous owner(s) of the mortgaged property; and

(d) any other mortgages, pre-notations or seizures preceding the pre-notation registered by the bank.

At the same time the Issuer's lawyer performs a titles search in the Cadastre or the Land Registry, in order to confirm the uncontested ownership and the connected burden on estate, if any, before the loan is disbursed.

Once the certificates are issued, they are reviewed by the Issuer's legal department and are included in the borrower's file. The legal review of both the ownership titles and the pre-notation registration is based on public documents, i.e. on notarial deeds and certificates issued by the competent land registries or cadastres. The history of the ownership titles for the previous twenty (20) years is examined (which is the period for adverse possession). Such a review together with a titles search in the Cadastre or the Land Registry precedes the approval of the loan. Upon registration of the pre-notation, a second titles search is made to confirm the status quo.

Enforcing security

Article 1 of Law 4335/2015 brought significant amendments, *inter alia*, to the enforcement provisions of the Greek Code of Civil Procedure (the **CCP**), which came into effect from 1 January 2016. These provisions apply in respect of (judicial) demands for immediate payment (*epitagi pros ektelesi*) based on an enforceable title (i.e. final or provisionally enforceable court judgment, court payment order, enforceable notarial deed, arbitral award, foreign enforceable title declared enforceable in Greece etc.) served to the debtor after 1 January 2016.

It is Eurobank's policy to commence enforcement proceedings once an amount remains unpaid under a loan for more than 180 days, at which point, the loan is terminated. Once a loan is in default and terminated, an extrajudicial notice is served on the borrower and on the guarantors, if any, informing them of this fact and requesting the persons indebted to an immediate payment of all amounts due. Following service and in the case of continued non-payment, an order of payment is obtained from the judge of the competent First Instance Court or Magistrate's Court to be served on the borrower together with a demand for immediate payment. Service of the payment order (*diatagi pliromis*) along with a demand for immediate payment is the first action of enforcement proceedings. Three (3) working days after serving the payment order and demand, the property can be seized and the auction process starts (see below for a description of the auction process).

The borrower, after being served the payment order, is granted fifteen (15) working days (or thirty (30) working days if the borrower is of an unknown address or resides abroad) to contest the validity of the order for payment, either on the merits of the case or on the ground of procedural irregularities. This can be done by filing an Annulment Petition before the Court of First Instance or Magistrate's Court pursuant to Article 632 of the CCP (in short, **632/Annul**). At the same time, the borrower can file a Suspension Petition pursuant to Article 632 of the CCP (in short, **632/Susp**) for the suspension of the enforcement proceedings as a provisional measure. At the time of filing 632/Susp, in most cases, immediate suspension is granted up until the hearing of the suspension petition following a separate petition for granting of a temporary order, of the borrower in this respect. In accordance with article 632 para. 3 of the CCP, the suspension does not prejudice the right of the creditor to take interim measures according to article 724 of the CCP namely conservative seizure of assets or pre-notation of mortgage on the basis of an order for payment.

If the court decides that the arguments in the Article 632/Susp are correct and reasonable and the lack of suspension will cause irreparable damage to the petitioner, the suspension of enforcement will be granted to the petitioner until the issuance of the final decision of the first instance court and at the latest, the issue of a final Court of Appeal's decision on the 632/Annul (following a separate petition of the borrower in this respect). If the court decides that the 632/Annul has no grounds and rejects this, the suspended enforcement procedures can continue. Suspension of enforcement against a borrower of an unknown address or residing abroad is granted by law during the thirty-day period to file an Article 632/Annul. Failure to contest the payment order or rejection of the 632/Annul by the competent court will result in the bank having a final deed of enforcement and then pre-notations, for the loans covered with, must be converted to mortgages. If the borrower has not filed a 632/Annul within fifteen (15) working days (or thirty (30) working days if the borrower is of an unknown address or resides abroad) after serving the payment order, then the bank according to Article 633 of the CC may again serve the payment order whereby a second period of fifteen (15) working days is granted to the borrower to contest the payment order.

Creditors of the borrower having a legitimate interest and the borrower (being, in respect of a Loan Asset, the individual specified as such in the relevant mortgage terms together with each individual (if any) who assumes from time to time an obligation to repay such Loan Asset (the **Borrower**) or any part of it may file with the competent Court of First Instance or Magistrate's Court a Petition for Annulment pursuant to Article 933 of the CCP (**933/Annul**) of certain actions of the foreclosure proceedings based on reasons pertaining to the validity of the order for payment or the relevant claims and to procedural irregularities. The hearing of the 933/Annul is scheduled within sixty (60) calendar days from the date of the filing of such petition and the relevant decision must be issued within sixty (60) calendar days from the hearing before the court. The time for the filing of 933/Annul varies, depending on the compulsory enforcement action that is being contested. Both 632/Annul and 933/Annul may be filed either concurrently or consecutively, but it should be noted that both petitions may not be based on reasons pertaining to the validity of the order for payment, once the order of payment has become final as mentioned above.

According to the provisions of Law 4335/2015, the ability of the Borrower to challenge the compulsory enforcement actions, which are carried out by the creditor, is significantly restricted. In particular, by virtue of the provisions of the CCP, as in force until 31 December 2015, the Borrower was entitled to challenge separately each compulsory enforcement action and as a result the completion of the enforcement procedure was significantly delayed. However, by virtue of Law 4335/2015, the Borrower is entitled to oppose to defects of the compulsory enforcement procedure in two stages: the first one is set before the auction (within forty-five (45) calendar days from seizure) and is related to any reason of invalidity of the claim and the compulsory enforcement actions carried out before the auction until the publication of the seizure report, whereas the second one (within thirty (30) days from the notary's auction report in case of auctioned movables and within sixty (60) days from the registration with the land registry or cadastre of the notary's auction report in case of auctioned real estate) is set after the auction and is related to any defects, which arose from the auction until the registration of the notary's auctioning report with the respective land registry or cadastre. In case that the compulsory enforcement procedure is based on a court's judgment or payment order, the litigant parties are only entitled to file an appeal against the judgment, which has been issued in relation to the 933/Annul. The filing of an appeal against the decision of the competent Court of First Instance in respect of the 933/Annul entitles the debtor to file a petition for the suspension of the enforcement until the Court of Appeal (or the Single-Member Court of First Instance acting as a Court of Appeal, as the case may be) reaches a final decision pursuant to Article 937 of the CCP (**937/ Susp**); such suspension may be granted if the Court considers that the appeal is likely to succeed and the debtor would suffer irreparable damages. Again, foreclosure proceedings may be suspended until the hearing of the 937/ Susp, which, in a normal case where the debtor seeks the suspension of the auction, should be filed at the latest five business days prior to the auction and the relevant decision is issued by 12.00 pm on the Monday prior to the auction. It should nevertheless be noted that such suspension is more difficult to obtain if the competent Court of First Instance has already rejected an 937/Susp based on similar reasons. The possibility to file an appeal for cassation against the decision is abolished.

The filing of the 933/Annul does not entitle the Borrower to file a petition for the suspension of the enforcement proceedings. The day of the auction is obligatorily set after a period of at least seven (7) months following the completion of seizure and in no case later than eight (8) months following the completion of seizure, during which period it is expected that a decision on the 933/Annul will have been issued by the Court.

The actual auction process is started with seizure of the property, which takes place three (3) working days after the order for payment is served on the borrower. The seizure statement that is issued by the bailiff who performs it, contains the auction date which, in respect of demands for immediate payment served to the debtor after 1 January 2016, should take place within seven (7) months from the date of completion of the seizure and in any case no later than eight (8) months from the completion of the seizure (or within a deadline of three (3) months since the continuation statement, in case the auction does not take place on the initial date and place and the notary public who will act as the auction clerk). At this point all mortgagees (including those holding a pre notation) are informed of the upcoming auction.

The initial auction price is determined within the statement of the court bailiff and cannot be less than the commercial value of the property (in accordance with para. 2 of article 993 of the CCP, in conjunction with article 995 of the CCP). The "commercial value" is calculated in accordance with Presidential Decree 59/2016 pursuant to which, the commercial value is determined by the relevant bailiff who appoints a certified appraiser (natural or legal person included in the Record of certified appraisers kept with the Ministry of Finance) for this purpose. The latter submits to the bailiff an appraisal report in accordance with the European or international recognised appraising standards and in accordance with the Code of Conduct issued by the Bank of Greece on the management of nonperforming loans. Appraisal's fees are borne by the creditor initiating the enforcement proceedings but ultimately burden the Borrower. The initial auction price can be contested by the borrower or any other party having a legal interest at the latest fifteen (15) working days before the auction date. The relevant court's decision should be published at the latest by 12.00 p.m. eight (8) days before the auction date.

Furthermore, according to article 1000 of the CCP, suspension of the auction for up to six (6) months may be sought by the borrower, through a petition to be filed at least fifteen (15) working days prior to the auction and it may be upheld through a judgment to be filed until 12:00 p.m. of the Monday preceding the auctioning day, provided that the borrower pays at least one quarter of the claimed capital and the enforcement expenses set out approximately in the judgment and also that there is no risk for the creditor's interests, on the grounds that the Borrower will be able to satisfy the enforcing party or that, following the suspension period, a better offer would be achieved at auction.

Pursuant to Greek Law 4512/2018 all auctions taking place after 21 February 2018, irrespective of when the payment order has been served or the seizure took place, are conducted electronically. Any auctions scheduled to be performed physically after 21 February 2018 are also done electronically.

An auction through electronic means may take place on a Wednesday, Thursday or Friday, from 10:00 am until 14:00 or from 14:00 until 18:00. The bids are submitted electronically and the amount of the bid has to be guaranteed, by depositing either a letter of credit of monthly duration or a bank's cheque or in cash or through a bank transfer and deposit of the amount to a special professional bank account of the person in charge of the auction, of an amount equal to the 30 per cent of the initial auction price. In case a bid is submitted from 13.59.00 to 13.59.59 or from 17.59.00 to 17.59.59, an extension of five (5) minutes is granted automatically. The extensions granted cannot exceed two (2) hours. Auctions may not take place between 1 and 31 August and the week before and after the date of any national, municipal or European elections.
If the procedure is cancelled or the immovable property is awarded to another bidder, the amount is returned to the unsuccessful bidder. Bidders must also submit two (2) working days before the date of the auction until 15.00 the power of attorney provided for in article 1003 CCP.

Allocation of auction's proceeds

In the auction, the property is sold to the highest bidder who shall pay within 10 business days at the latest following the date of the auction. Once the price of the property is paid, the notary public prepares a special deed listing all the creditors and allocating the proceeds of the auction. Each creditor must announce its claim, along with the documents substantiating its claim, to the notary public within fifteen (15) calendar days at the latest following the day of the auction.

Once the allocation of proceeds amongst the creditors of the Borrower has been determined pursuant to a deed issued by a notary public, the creditors of the Borrower may dispute the allocation and file observations or a petition contesting the deed pursuant to Article 979 of the CCP in conjunction with Article 933 of the CCP. The competent Court of First Instance adjudicates the matter but the relevant creditor is entitled to appeal against the decision to the Court of Appeal. This procedure may delay the collection of proceeds and the time at which the Issuer finally receives the proceeds of the enforcement of the relevant property. However, the law provides that a creditor is entitled to the payment of its claim even if its allocation priority is subject to a challenge, provided that such creditor provides a bank letter of guarantee on demand issued by a bank permanently established in Greece, securing repayment of the money in the event that such challenge is upheld. In addition, pursuant to Article 998, para. 2 of the CCP, there is a period of mandatory suspension for all enforcement procedures, including auctions, between 1 and 31 August of each year and the week before and after the date of any national, municipal or European elections.

The proceeds of an auction following enforcement against a property securing a Loan are allocated in accordance with articles 975, 976 and 977 CCP, as amended by Greek Law 4335/2015 and article 977A of the CCP added by Greek Law 4152/2018 (For further details see *Distributional priorities before and after Insolvency*).

Settlement of amounts due by over-indebted individuals

Greek Law 3869/2010 on the "settlement of amounts due by over indebted individuals"(enacted on 3 August 2010 and subsequently modified mainly by Greek Laws 3996/2011, 4161/2013, 4336/2015, 4346/2015, 4366/2016 and 4745/2020) allowed over indebted debtors who had unintentionally come into an evidenced state of permanent and general inability to repay their due debts to file a petition for the settlement of their due debts by arranging a partial repayment of their debts and writing off the remainder of their due debts, provided the terms of settlement are complied with. All individuals, both consumers and professionals, were subject to the provisions of Greek Law 3869/2010, provided that they did not have the capacity to be declared bankrupt under the Bankruptcy Code (i.e. Greek Law 3588/2007), which applied to business undertakings (including sole traders) and unincorporated legal entities that pursue a financial purpose.

The purpose of the amendment of Greek Law 3869/2010 by Greek Law 4336/2015 was to make it more efficient by ensuring effective judicial protection to over indebted individuals, while at the same time protecting creditors from abuses of the proceedings by debtors. In addition to several amendments intended to expedite and standardise the proceedings, Greek Law 4336/2015 introduced: (a) a requirement for the debtor to act as a "cooperating borrower" both as a prerequisite to special court protection for small claims and as an ongoing general obligation throughout the proceedings; and (b) the concept of "reasonable living expenses", which is taken into account for the determination by the court of the instalments to be paid by the debtor. Further, Greek Law 4336/2015 introduced measures to address the large backlog of cases (e.g., by increasing the number of judges and judicial staff).

The amendments effected by Greek Law 4346/2015, among others, laid out the conditions for: (a) the protection of the primary residence of a debtor from forced sale, and (b) the partial funding by the Greek state of the amount of monthly payments set by court decision. In addition, it was provided that the debtor's obligation to act as a cooperating borrower also applies throughout the settlement plan period.

Pursuant to the amendments effected by virtue of Greek Law 4336/2015 the ambit of the law covered all debts to private parties (but excluding ascertained debts from torts caused by wilful misconduct or gross negligence, administrative fines and monetary sanctions and debts from alimony or child maintenance) and it had been extended to also cover debts to the Greek state, tax authorities, local government organisations of first and second degree as well as social security funds, under the condition that such debts co-exist with debts owed to private parties. In addition, the debtor could opt to include debts which at the date of filing of the petition are subject to an administrative, judicial or legal suspension or have been included in a restructuring or facilitation of partial payment which is still valid at the time of filing of the petition.

Debts must have arisen at least one year before the petition date and relief could be used only once. The procedure had three steps: (1) a discretionary out-of court mediation process; (2) an in court settlement; and (3) a judicial re-structuring of debts.

For the purposes of these proceedings, banks were obliged to deliver a full analysis of their claims (including capital, interest expenses, as well as the interest rate), charge free, within 30 working days from the debtor's request, and simultaneously inform the debtor of the amount that corresponds to the 10 per cent of the last performing instalment. Similarly, within the above time period, and following the submission of a relevant request by the debtor, the state, tax authorities, local government organisations of first and second degree and social security funds must provide the debtor with a full analysis of its certified debts towards such parties. The analysis produced by tax authorities must include liabilities arising from principal and default interest (including the default interest rate) and accretion.

For the commencement of the judicial proceedings, the debtor was obliged to apply to the local Magistrate’s Court and present evidence regarding its property and its spouse's property, income, creditors, debts, any transfer of the debtor's rights in rem over property for the three year period prior to the date of filing of the petition, a settlement proposal or a request for a total discharge of the debt (where available, in accordance with the amendment effected by Greek Law 4336/2015). Greek Law 4346/2015 introduced a requirement for petitions filed before its entry into force and not yet heard, obliging the debtor to submit updates of the above data; failure by the debtor to comply with that obligation constitutes a breach of the duty to make an honest disclosure.

As from the submission of the petition for settlement and until the issuance of the relevant judicial decision the debtor must pay a portion of his income to his or her creditors in monthly instalments. Specifically, the minimum amount paid by the debtor, subject to the occurrence of certain exceptional circumstances in respect of the debtor, shall not be less than 10 per cent of the aggregate monthly instalments, the debtor had to pay to all the creditors at the day of the filing of the petition (in any case, the minimum amount to be paid to all the creditors shall not be less than €40 per month). In case the debtor delays the payment of the set instalments in a way that the amount due is higher than the instalments corresponding to three months on an annual basis, the harmed creditor may serve an extrajudicial notice, requesting the payment of all amounts due within 30 (thirty) calendar days. In case of non-payment, the settlement plan is automatically revoked *erga omnes*, provided that (a) a respective declaration of non-payment is served to the other creditors and (b) the harmed creditor files a note to the competent court, which includes the above extrajudicial notice.

Until the "day of ratification" (when pre court mediation is ratified by the court or the issuance of a temporary order is discussed) or, in the case of an application for submission in the procedure for the fast settlement of small debts, until the hearing of such a petition, the taking of any enforcement measures against the debtor in relation to claims which have been included in the petition is prohibited and the same stands for any change in the actual and legal status of the debtor's assets. A temporary order for suspension of enforcement measures may also be issued on the "day of ratification". If the settlement proposal is not accepted by the creditors, or the requirements for the substitution of consent of the creditors who do not agree are not met, the procedures for the judicial debt discharge and restructuring are activated. In that case, the court proceeds with issuing its ruling on the petition. If, after taking into consideration the particular circumstances of the case, the court rules that the debtor's property and income are inadequate, it will specify an amount that the debtor has to pay directly to all its creditors (except if the court rules otherwise), on a monthly basis for a period of three years (three to five years under the previous regime).

If the court rules that liquidation of the property of the debtor is required, it appoints a liquidator. However, it is possible for the debtor to request the exemption of its primary residence (not only in case of full ownership but also in case of bare ownership and usufruct) from the property to be liquidated. In particular, under Greek Law 3869/2010 it is provided that:

The debtor was entitled, until 28 February 2019, to submit to the court a liquidation proposal and a settlement plan and also to apply for the exemption of its primary residence, irrespective of whether it is encumbered or not, provided that all of the following conditions are satisfied: (a) the specific property must be used as the debtor's primary residence, (b) the monthly available family income must not exceed the amount of reasonable living expenses as determined by Greek Law 3869/2010, increased by 70 per cent, (c) the objective (or the commercial, upon specific request of any creditor or the debtor) value of the primary residence at the time of hearing of the petition must not exceed €180,000 for an unmarried debtor, increased by €40,000 for a married debtor and by €20,000 per child up to three children, and (d) the debtor must have acted as a cooperating borrower (within the meaning of the Code of Conduct). The debt settlement plan must provide for payments by the debtor to the full extent of the debtor's ability to repay and the amount payable by the debtor must be set so as not to result in the creditors being placed without their consent in a worse financial position than in the case of enforcement proceedings. Decision of the Bank of Greece no. 54/15.12.2015 (Government Gazette B 2740/16.12.2015), which entered into force as of 1 January 2016, set out the procedure and the criteria for the determination of: (a) the debtor's maximum repayment ability and (b) the amount that the creditors would have received in case of enforcement proceedings, as well as the determination of creditors' potential losses.

Furthermore, the debtor was entitled, until 28 February 2019, to apply for contribution by the Greek state to the partial repayment of the monthly instalments, as long as the following conditions were cumulatively met: (a) the particular property is used as primary residence of the debtor; (b) the available monthly family income does not exceed the reasonable living expenses; (c) the objective value of the primary residence at the time of the hearing of the petition does not exceed €120,000 for an unmarried debtor, increased by €40,000 for a married debtor and by €20,000 per child up to three children; (d) the debtor is a cooperating borrower (within the meaning of the Code of Conduct); and (e) the debtor is unable to pay the monthly instalments as set in the debt settlement plan. The debtor must pay the maximum amount allowed by reference to the debtor's repayment ability and in any case not less than the minimum contribution of the debtor. The contribution of the Greek state may not extend beyond a three year period and is subject to the payment of the minimum contribution of the debtor. The conditions for setting the amount of contribution of the Greek state, the minimum contribution of the debtor and the procedure for the implementation of that economic support mechanism was determined by the Joint Ministerial Decision no. 130377 (Government Gazette issue B' 2723/16.12.2015). It is noted that if the debtor delays the payment of four consecutive monthly instalments or delays the payment of the set instalments in a way that the amount due is higher than the instalments corresponding to four months on an annual basis, the creditor may terminate the settlement and commence enforcement proceedings against the debtor's primary residence.

The servicing of the loan is done at an interest rate not exceeding the contractually applicable interest rate to a performing debt or the average floating interest rate for residential loans during the last month for which data is available (in accordance with the Bank of Greece bulletin) to be readjusted on the basis of the ECB refinancing interest rate, as reference interest rate, or, in case of a fixed interest rate, the average fixed interest rate for residential loans of a comparable term (again, in accordance with the Bank of Greece bulletin) and without compounding of interest. The amortisation period is determined taking into account the overall amount of the indebtedness as well as the economic ability of the debtor, and it may not exceed 20 years, unless the original loan term is longer than 20 years, in which case the court may set a longer period but in any event not more than 35 years. Creditors' claims are satisfied out of the payments by the debtor and articles 974 et seq. of the Greek CCP apply by analogy in this respect.

In case of a sale of the property during the settlement term, if the sale price exceeds the amount of the settlement plan amount (as determined by the court decision), then half of the difference is paid to secured and preferential creditors.

Due performance by the debtor of the obligations under the settlement plan automatically releases the debtor from any remaining unpaid balance of the claims, including claims of creditors who had not announced their claims. On application by the debtor, the court certifies such release. In case the debtor delays the payment of the set instalments in a way that the amount due is higher than the instalments corresponding to three months on an annual basis, the harmed creditor may serve an extrajudicial notice, requesting the payment of all amounts due within 30 (thirty) calendar days. In case of non-payment, the settlement plan is automatically revoked *erga omnes*, provided that (a) a respective declaration of non-payment is served to the other creditors and (b) the harmed creditor files a note to the competent court, which includes the above extrajudicial notice.A cancellation has the effect of restoring the claims to the amount prior to ratification of the settlement plan, subject to the deduction of any amount paid by the debtor.

The rights of creditors against co borrowers or guarantors of the debtor as well as rights in rem of the secured creditors are not affected, unless such co borrowers, guarantors or other beneficiaries are also subject to the same insolvency proceedings.. The rights of secured creditors over the secured assets are not affected.

In addition, a procedure for fast settlement of small debts is regulated by art. 5a of Greek Law 3869/2010 It applies to debts less than or equal to 20,000 Euros and debtors whose overall assets do not exceed 1,000 Euros. The debtor may be fully discharged of its debts following an initial supervision period of 18 months on condition that it submits information to the secretariat of the competent court, on a quarterly basis at the latest, on any change in the property or income condition of the debtor and the debtor's family.

Certain provisions were introduced by Greek Law 4745/2020 recently, aiming at the swift resolution of the pending cases under Greek Law 3869/2010 , among others, by setting strict deadlines within which the hearing of the latter shall be rescheduled and by providing for a special regime pursuant to which these are to be conducted.

Circular no. 1036/18.03.2016 issued by the Ministry of Finance provides further clarifications on the provisions of Greek Law 3869/2010, , including details with respect to the requirements for the submission of an application related to the settlement of amounts due by over indebted individuals.

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Greek Law 4605/2019 entitled individual debtors to request the protection of their primary residence through the settlement of their debts. Individuals were entitled to submit an application until 31 July 2020. Greek Law 4605/2019 applied to any individual with banking debts secured by the debtor's primary residence, irrespectively of its bankruptcy capacity, provided that the following main conditions were met as well:

(a) as of 31 December 2018, the debtor had outstanding debts towards financial institutions in arrears for at least ninety (90) days;

(b) in case of debt stemming from business loans, the objective value of the primary residence sought to be protected must not exceed at the time of the application the amount of €175,000; in any other case, it must not exceed the amount of €250,000; it is noted that if the debt sought to be settled exceeds the amount of €20,000, the value of the immovable assets owned by the debtor, its spouse and dependents (except for its primary residence) along with the value of its transport vehicles must not exceed the amount of €80,000;

(c) the yearly available income must not exceed the amount of €12,500 for an unmarried debtor, increased by the amount of € €8,500 for a married debtor and by the amount of €5,000 per child up to three children;

(d) the outstanding debt must not exceed the amount of €130,000 per creditor or in case of debt stemming from business loans, the amount of €100,000;

(e) the value of the deposits, financial instruments and precious metals owned by the debtor, its spouse and other dependents must not exceed the amount of €80,000.

The debtor could submit its application through an electronic platform. The law provided that the debtor was automatically notified by the electronic platform about its eligibility to continue with the process. The electronic platform subsequently notified the creditors referred to in the application, who were entitled to submit a settlement proposal, jointly or individually, within two months following the submission of the application at the latest. The law provides for specific terms regarding the settlement plan, namely, the debtor must pay an aggregate amount equal to 120 per cent of the commercial value of its primary residence (as registered in the books of the financial institution) in equal instalments, through an amortization period of 25 years. In case that the debt is below the above amount, the debt must be repaid in full. The settlement agreement bears interest at a per annum rate *equal* to *3-month* EURIBOR *plus* 2% per annum. Further, the instalments to be set through the procedures could be subsidized by the Greek State, provided that all eligible debt was restructured.

The debtor was entitled to accept the settlement proposals within one month following their submission. In case of failure to reach a settlement with all eligible creditors and within a period of 15 working days following such failure, the debtor could apply to the local Magistrate's Court requesting the settlement of its debt. The hearing is scheduled within six (6) months from the date of the filing of such petition and the relevant decision must be issued within three (3) months from the hearing before the court.

As of the notification of the creditors regarding the submission of the debtor's application and until the expiry of the 15-working-days deadline to apply for settlement to the competent court, the auctioning of the debtor's primary residence is automatically suspended. However, other enforcement proceedings, such as seizure of the debtor's primary residency, are not forbidden. In the case of a court petition regarding the settlement of debt and upon debtor's relevant request, the court may issue a temporary order for suspension of the auctioning of its primary residence and specify certain monthly instalments to be paid to the creditors during the term of the temporary order.

In case a settlement was agreed, either through the electronic platform or by virtue of a court decision, the primary residence of the debtor is protected against enforcement procedures by all creditors (including the Greek State) throughout the period of the settlement, with certain exceptions provided in Greek Law 4605/2019. The aforementioned exceptions apply mainly to non-eligible creditors, who may obtain a permission to commence enforcement proceedings against the debtor's primary residence, provided that the remaining assets of the debtor are insufficient in respect of their payment.

The settlement proposals approved by the debtor, or the court's decision regarding the settlement of the debt, constitute an enforcement title. In the event of non-payment of the debtor of an aggregate amount equal to three payment instalments or in the case that creditors are entitled to commence enforcement proceedings against the other assets of the debtor which are subject to liquidation, the enforcement title may be served to the debtor by the respective creditors, in order to initiate the relevant enforcement proceedings.

Upon compliance of the debtor with the settlement plan, any remaining debt of the debtor is written-off and the relevant encumbrance over the primary residence of the debtor is lifted.

Special Procedures for Over-Indebted Business Undertakings and Professionals

Greek Law 4307/2014 enacted on 15 November 2014 introduced a set of extraordinary temporary measures for the relief of debts owed by business undertakings and professionals to finance providers, the Greek state and social security funds. Greek Law 4307/2014 (articles 60 *et seq*) provides for:

(a) the restructuring or write off of debts of qualifying small business undertakings and professionals by application to the relevant finance provider(s) not later than 30 September 2016, subject to certain criteria set out below;

(b) an extraordinary procedure for the ratification of an agreement with a specified majority of creditors, for the restructuring or settlement of debts, available to business undertakings (having bankruptcy capacity) by application that had to be submitted to the court of the place of the debtor's business in Greece not later than 30 September 2016 (as extended by article 56 of Greek Law 4403/2016); and

(c) an extraordinary procedure for the placement into special administration of business undertakings (with bankruptcy capacity) with their principal place of business in Greece, which was abolished by Greek Law 4738/2020 (For further details, see below *Settlement legislative tools affecting the enforcement of security*) .

"Finance providers" within the meaning of Greek Law 4307/2014 are any credit institutions (including credit institutions under special liquidation), financial leasing companies and factoring companies, in each case subject to the supervision of the Bank of Greece.

In order for small businesses and professionals to qualify for the purposes of restructuring or write off of debts under Greek Law 4307/2014 (option (a) above):

(i) they must not have filed a petition for submission to the provisions of Greek Law 3869/2010, or they have validly waived their respective petition until the date of submission of the application of Greek Law 4307/2014;

(ii) they must not have been dissolved or ceased their activities;

(iii) they must not have filed a petition for submission to any procedure provided for in Greek Law 3588/2007 or they have validly waived their respective petition;

(iv) no final judgment must have been issued against them for tax evasion or fraud offences against the Greek state or social security funds; and

(v) their turnover of the fiscal year 2013 must not exceed the limit of €2,500,000.

The eligible finance provider's claim for such restructuring or write off has to be overdue for a period of at least 90 days or under judicial procedures or restructured, in each case as at 30 June 2014. The finance provider's claim will be considered eligible for restructuring or write off, when the debtor either is unable to obtain tax and social security clearance owing to overdue debts or it has obtained clearance following settlement pursuant to the provisions of Greek Law 4305/2014. Also, the amount which is due to be settled or written off cannot exceed €500,000 per financing provider. The relevant finance provider may reject the debtor's application or propose a settlement or write off on different terms.

For the purposes of the court procedure of item (b) above, the debtor must have settled any outstanding amount owed to the tax authorities or the social security funds. The agreement with a qualifying majority of creditors representing at least 50.1 per cent of the total indebtedness (which must include at least 50.1 per cent of the secured indebtedness and represent at least 20 per cent of the debtor's total indebtedness) is submitted to the court of first instance in the jurisdiction of the place where the debtor has its registered seat, it is ratified under this procedure and it is binding on all creditors; however, subject to certain requirements, creditors who did not consent to the restructuring agreement and whose receivables have decreased due to such settlement are entitled to claim damages from the debtor.

The court procedure for the placement of a debtor into special administration (item (c) above) could be opened by one or more creditors (necessarily including at least one finance provider with claim(s) at least equal to 40 per cent of the aggregate debtor's indebtedness) by petition submitted to the court of first instance of the debtor's principal place of business. The application must specify the appointed special administrator, which must have accepted its appointment. For the purposes of the special administration procedure, qualifying debtors must either: (a) be generally and permanently unable to pay their debts as they fall due; or (b) in respect of a debtor being a company limited by shares, meet the criteria for an application for dissolution of the company by court decision under article 165 paragraph 1 of Greek Law 4548/2018 for at least two consecutive financial years.

Following the filing of a petition before the competent Court for the borrower to be placed under special administration in accordance with articles 68 et seq. of Greek Law 4307/2014, the Court could, upon receipt of a relevant request by any person with legal interest, order the stay of enforcement proceedings against the borrower during the period running from the date of filing of the petition until the issuance of the court decision resolving upon the placement of the borrower into special administration and the prohibition on the disposal of the debtor's immovable assets and business machinery. Further, upon the borrower being placed under special administration in accordance with article 68 et seq. of Greek Law 4307/2014, all enforcement proceedings against the borrower were automatically suspended throughout the relevant proceedings, i.e. for a period up to 30 months as from the issuance of the relevant court decision. The competent Court appoints an administrator with a mandate to liquidate the debtor's assets by conducting a public auction for at least 90 per cent of the accounting value of debtor's business and assets. The results of such auction are then ratified by the Court. The creditors' claims are satisfied through the proceeds of the auction. In the event that the threshold of liquidation of at least 90 per cent of the debtor's business and assets is not fulfilled attained within a period of thirty (30) months at the latest from the date of issuance of the court decision initiating the special liquidation proceeding, and regardless of any substitution of the special liquidator in this period, the proceeding is de lege and ipso facto terminated and the special liquidator is obligated to initiate bankruptcy proceedings against the debtor.

Out-of court settlement of business debts

Greek Law 4469/2017 was published in the Government Gazette on 3 May 2017 introducing for the first time an out of court mechanism for the settlement of debts owed by a debtor to its creditors stemming from the business activity of the debtor or from any other reason, provided that the settlement is considered necessary in order to ensure the viability of the debtor.

The law applied to: (i) individuals who may be declared bankrupt according to the Greek Law 3588/2007; and (ii) legal entities which earned income from business activity pursuant to articles 21 and 47 of the Greek Tax Income Code and have a tax residence in Greece. The aforesaid persons could submit an application until 30 April 2020 in order to be placed under the beneficial provisions of the law, provided that the following main conditions were met:

(a) as of 31 December 2018: (i) the debtor had outstanding debts towards financing institutions arising from loans or credits in arrears for at least ninety (90) days; or (ii) the debtor had debts settled after 1 July 2016; or (iii) the debtor had outstanding debts towards tax authorities or social security funds or other public law entities; or (iv) the issuance of bounced checks by the debtor had been ascertained; or (v) payment orders or court judgments for outstanding debts had been issued against the debtor;

(b) the total debts to be settled exceed €20,000; and

(c) for debtors keeping double entry accounting books, the debtor has a positive EBITDA or a positive equity at least in one of the three financial years preceding the submission of the application and for debtors keeping single entry accounting books, the debtor has a positive net EBITDA at least in one of the three years preceding the submission of the application.

If other co-debtors were liable for the debts together with the debtor, they were obliged to file the application together with the debtor.

The out of court settlement mechanism involves, inter alia, the appointment of a coordinator of the procedure (selected from a registry kept with the Special Secretariat for the Management of Private Debt), who shall notify all creditors of the debtor referred to in the application within 2 days following receipt of a complete application. Within 10 days following their notification, the creditors should inform the coordinator about their intention to participate in the process and shall declare the exact amount of the debt owed to them by the debtor.

The parties may freely decide on the terms of the debt restructuring agreement subject to certain exemptions, the most important of which are: (a) the obligation not to render the financial situation of any creditor worse than the one it would be in the case of liquidation of the debtor's assets in the context of an enforcement procedure pursuant to the provisions of the CCP; (b) amounts or other considerations collected by the creditors whose claims are settled in the restructuring agreement, are at least equal to the amounts that they would collect in the case of liquidation of the debtor's and co debtors' assets during an enforcement procedure pursuant to the provisions of the CCP; (c) several restrictions regarding the write off and/or settlement of the claims of the State and the social security funds. The debtor or a participating creditor could submit the debt restructuring agreement for ratification to the Multi Member Court of First Instance of the place where the debtor has its registered seat (or residence, as the case may be). Greek Law 4469/2017 provided for the possibility (and not the obligation) of the Settlement Agreement’s judicial ratification (by means of a court ruling issued by the Multi-member court of First Instance on the basis of ex parte proceedings). The judicial ratification is required in order for the Settlement Agreement to legally bind the non-contracting creditors. The court decision ratifying the Settlement Agreement constitutes an *ex lege* enforcement title.

For a time period of 90 days following notification of the creditors to participate in the procedure, any individual and collective enforcement measures against the debtor with respect to the claims for which the out of court settlement is sought, as well as any interim measures against the debtor, including registration of pre notation of mortgage, were suspended. The suspension is automatically lifted if the out of court settlement attempt is considered unsuccessful and as such is terminated or if a decision of the majority of creditors is taken to that respect. The same suspension applies during the time period from the submission of the debt restructuring agreement for ratification to the competent Court until the issuance of the court decision. It should be noted that if the process is not concluded during the aforementioned period of 90 days due to requests for extension of the process submitted by creditors, the suspension of enforcement procedures is deemed to be still in force towards the respective creditors.

Greek Law 4469/2017 set out the consequences and measures applicable in case of non-compliance with the Settlement Agreement. In brief, in the event of non-payment of the debtor for a time period longer than ninety (90) days, any creditor may file an annulment petition before the court. Upon annulment, all claims revive while the Settlement Agreement’s annulment constitutes a refutable presumption of the debtor’s cessation of payments. Whereas, a Settlement Agreement with the Greek State/Social Security Funds is automatically revoked in case of (a) non-payment (or partial payment) of three (3) instalments; (b) failure to submit the required income tax and VAT statements within three (3) months from the lapse of their submission deadline; and (c) failure to pay or settle any subsequent debt obligations born after 31.12.2016 within ninety (90) days from the enactment or the ratification of the Settlement Agreement or, in case such debt obligations became due following the enactment or the ratification of the Settlement Agreement, within sixty (60) days from the payment time due.

Greek Legislation and Regulation Pertaining to Insolvency

The Greek bankruptcy code enacted by Greek Law 3588/2007 (the **Bankruptcy Code**), has been amended several times, including by Greek Laws 4446/2016,4472/2017, 4491/2017 and 4512/2018 and, as of 1 March 2021, will be replaced by Greek Law 4738/2020 (the **New Bankruptcy Code**) (For further details see below ***Settlement legislative tools affecting the enforcement of security).***

For proceedings initiated until 31 December 2020, the Bankruptcy Code only applies to business undertakings, which include sole traders, partnerships, companies and unincorporated legal entities that pursue a financial purpose and have the place of their main interests in Greece, but excluding certain regulated entities (such as credit institutions and insurance companies).

Under the Bankruptcy Code, the following insolvency proceedings are available for debtors meeting the insolvency criteria of the Bankruptcy Code:

(a) bankruptcy, which is regulated by articles 1-98 of the Bankruptcy Code (except for the simplified bankruptcy proceedings in respect of small debtors (provided that at least two of the following criteria are met: (1) the value of the bankruptcy estate does not exceed

€150,000; (2) net turnover of at least €200,000; (3) average number of persons occupied not exceeding five, which are regulated by Articles 162-163 of the Bankruptcy Code, as replaced by article 62 of Greek Law 4472/2017, and Articles 163a–163c of the Bankruptcy Code, added through article 62 of Greek Law 4472/2017). Bankruptcy proceedings commence by a declaration of the bankruptcy by the court on the application of any creditor, the debtor or the attorney general. Furthermore, the debtor itself is obliged to commence bankruptcy proceedings within 30 days of the date on which it became unable to repay its debts. From the declaration of bankruptcy a bankruptcy officer (*syndikos*) is appointed and is responsible for the administration of the debtor's assets for the purposes of liquidating and distributing the proceeds of liquidation to the creditors, in accordance with their respective rights of priority;

(b) a rehabilitation agreement under the Bankruptcy Code (articles 99-106(f)) between a debtor and a qualifying majority of its creditors with the aim that the debtor satisfies (even partly) its creditors and remains operational following ratification of the agreement. The rehabilitation agreement proceedings are available on the application of the debtor, provided that there is evidence of an actual or foreseeable financial inability on the part of the debtor to pay its debts as they fall due in a general manner, or if the court forms the view that such financial inability is likely to occur. The court may also sustain the debtor's application if it assesses that the debtor is already in cessation of payments, provided that the debtor, at the same time, files for bankruptcy and also files an expert report. In such a case, the petition for the declaration of bankruptcy is examined by the court if the court rejects the ratification of the rehabilitation agreement. The rehabilitation agreement is ratified by a court decision and initiated following submission of an application to the competent court by (a) the insolvent debtor and provided that it has been concluded between the debtor and creditors representing 60 per cent of claims, at least 40 per cent of which must be of secured creditors, or (b) creditors representing 60 per cent of claims, at least 40 per cent of which must be of secured creditors, regarding the rehabilitation plan agreed between them and provided that the debtor is already in a status of cessation of payments. Upon ratification, the rehabilitation plan is binding upon all creditors, whose claims are regulated in such plan, including any non-participating creditors (but is not binding on creditors whose claims have arisen after the decision ratifying the rehabilitation plan); and

(c) a restructuring plan under the Bankruptcy Code (articles 107-131) following its approval by the court and the creditors which may be initiated on the application to the court of;

   (i) the debtor, either at the same time as its application to be declared bankrupt or within three months from the decision declaring bankruptcy (such period may be extended by the insolvency court for an additional period not exceeding one calendar month); or

   (ii) creditors representing 60 per cent of claims, at least 40 per cent of which must be of secured creditors, along with the application for the declaration of bankruptcy.

Following the acceptance of the proposed restructuring plan by creditors representing at least 60 per cent of the total claims value, including 40 per cent of the claims of secured creditors, the plan was submitted to the competent court for ratification. Upon ratification by the court the plan is binding upon all creditors of the debtor including any dissenting and non participating creditors. Thereafter, the bankruptcy proceedings are terminated and, unless otherwise provided in the restructuring plan, the debtor resumes administration of its business with a view to fulfilling the terms of the restructuring plan. The aforementioned proceeding is abolished by the New Bankruptcy Code, as of 1 March 2021.

The Bankruptcy Code includes detailed provisions on each of the above insolvency proceedings and the requirements that need to be met in respect of each proceeding, including the rights of creditors thereunder.

Settlement legislative tools affecting the enforcement of security

The New Bankruptcy Code on "*Debt settlement and second chance providence*" was recently introduced by the Greek Parliament transposing into Greek law EU Directive 2019/1023 on preventive restructuring frameworks and second chance, abolishing the Bankruptcy Code and codifying all debt settlement legislative tools. More specifically, the New Bankruptcy Code includes, inter alias, provisions regarding (a) out-of-court Settlement of Debts, which was first introduced via Greek Law 4469/2017 (see above ***Out-of court settlement of business debts)***, (b) the rehabilitation proceeding, (c) bankruptcy, whereas certain provisions are introduced regarding vulnerable debtors who have been declared bankrupt or whose primary residence runs the risk to be seized.

The New Bankruptcy Code applies to any natural and legal persons having bankruptcy capacity (regardless of whether they qualify as merchants or not).

The provisions of New Bankruptcy Code regarding rehabilitation and bankruptcy proceedings enters into force as of 1 March 2021, whereas the provisions regarding out-of-court settlement of debt and small scale bankruptcies enter into force as of 1 June 2021. Natural persons who do not qualify as merchants become eligible to bankruptcy as of 1 June 2021. However, upon decision of the creditors' assemblies it may apply to pending bankruptcy proceedings initiated pursuant to the existing regime of the Bankruptcy Code. As of the date of its enactment, submissions of new applications pursuant to art. 68-77 of Greek Law 4307/2014, on special administration, are no longer available, whereas submissions of new applications pursuant to Greek Law 3869/2010, on indebted households, are no longer available as of 1 June 2021. Therefore the concerns raised above in relation to those procedures will be relevant only for procedures already commenced until such date. It should be noted though that according to art. 72A of Greek Law 4307/2014, introduced by the New Bankruptcy Code, the debtor or its creditors may apply to the competent court requesting the subversion of the special administration, provided that they submit an application for the ratification of a rehabilitation agreement pursuant to the provisions of the new law. Moreover, the reorganisation proceeding described above (see section ***Greek Legislation and Regulation Pertaining to Insolvency***) is also abolished.

In particular, under the New Bankruptcy Code, the following debt settlement legislative tools are available:

(a) **Out-of-court Settlement of Debt**

The out-of-court Settlement of Debt provisions, which replace the procedure of existing Greek Law 4469/2017, apply to individuals who may be declared bankrupt according to the New Bankruptcy Code. Therefore any individuals as well as any legal persons having an economic object may submit an application in order to be placed under the beneficial provisions of the new law, provided that the following main conditions are met:

(i) the debtor has outstanding debts towards financial institutions, the Greek State and social security institutions as of the date upon which the application is submitted;

(ii) the total debts to be settled exceed € 10,000, provided that no more than 90 % of the debt is owed towards one single financial institution.

The out-of-court settlement proceeding will be held digitally to the Special Secretariat for the Administration of Private Debt through an electronic platform. The reformed procedure does not require any judicial intervention, and thus, it is anticipated to be concluded within 2 months.

The debtor's application shall be accompanied by data which will be mainly provided automatically from the platform. It is noted that the process may also be initiated by creditors with an invitation addressed to debtors to apply within a period of 45 working days.

Following the submission of the application, the financial institutions which are participating creditors are entitled to file a settlement proposal. A restructuring agreement based on the aforementioned proposal is concluded, provided that it secures the consent of the debtor, the majority of the financial institutions which are participating creditors and at least the participating secured creditors. The deadline for signing the restructuring agreement is two months following the date upon which the debtor's application was filed.

In respect of the participation of the Greek State and Social Security Institutions, it is noted that following the execution of the restructuring agreement between the financial institutions and the debtor, the restructuring agreement is disclosed to the Greek State and the Social Security Institutions through the electronic platform. The restructuring agreement is presumed to be accepted by the Greek State and the Social Security Institutions, provided that (a) the debt towards the latter does not exceed cumulatively (i) the amount of €1,500,000 and (ii) the total debt towards the financial institutions which are participating creditors; (b) the content of the restructuring agreement is in line with the special calculation tool set out in the New Bankruptcy Code. More specifically, the New Bankruptcy Code introduces a special calculation tool, which is left to the discretion of the financial institutions and may define the terms of the debt settlement, taking into account mostly the obligation not to render the financial situation of any creditor worse than the one it would be in the case of liquidation of the debtor's assets in the context of an enforcement procedure pursuant to the provisions of the CCP; (c) the conditions regarding several restrictions in respect of the write off and/or settlement of the claims of the State and the social security funds are met.

The consent of the Greek State and the Social Security Institutions is presumed to be granted upon expiry of a period of 15 working days, starting from the disclosure of the restructuring agreement. In case that the above conditions regarding the consent of the Greek State and the Social Security Institutions are not met, an insolvency trustee may be appointed by the financial institutions and provide its reasoned opinion that the restructuring agreement (a) does not render the financial situation of the Greek State and the Social Security Institutions worse than the one it would be in the case of the debtor's bankruptcy and (b) ensures the viability of the business or the solvency of individuals.

Following the filing of an out-of-court settlement application, any enforcement measures against the debtor with respect to the claims for which the out of court settlement is sought, as well as the process set out in the Code of Conduct, are suspended. The suspension is automatically lifted in case that a settlement proposal is not submitted and the respective decision is disclosed to the debtor or in any other case that the out of court settlement attempt is considered unsuccessful.

Further, out-of-court settlement of debt regime includes provisions regarding the protection of primary residence. More specifically, if the restructuring agreement concerns a loan secured with the debtor's primary residence or in case of a debtor with performing debts (who submitted the application), then a subsidy may be granted for instalments due for a period of five years under certain conditions, the most important of which are (a) the total debts exceed the amount of € 10,000, (b) the outstanding debt stemming from the loan secured with the debtor's primary residence does not exceed the amount of €135,000, increased by the amount of € 20,000 per family member and up to the amount of € 215,000 per creditor, (c) the loan has not been terminated within a period of 1 year following the submission of the application and (d) certain provisions regarding the decrease of the debtor's income are met.

In case that a debt settlement agreement is not executed by the debtor and the participating creditors within two months of the application submission date, the application will be rejected.

The New Bankruptcy Code sets out the consequences applicable in case of non-compliance with the restructuring agreement. More specifically, in the event of non-payment of the debtor of an aggregate amount equal either to three payment instalments or 3% of the total amount due under the restructuring agreement, any creditor may terminate the restructuring agreement. Upon termination, all claims towards the terminating creditor revive to the pre-settlement debt amount less any amount already paid under the settlement to that date. It is noted that the termination of the restructuring agreement does not have an erga omnes effect.

(b) **The rehabilitation procedure**

The rehabilitation procedure under the New Bankruptcy Code applies only to persons exercising business activity, who are in a present or future financial distress or likelihood to become insolvent. A rehabilitation agreement may be concluded between a debtor and a qualifying majority of its creditors representing, in principle, more than 50 per cent of the preferred claims and more than 50 per cent of the rest claims, with the aim that the debtor satisfies (even partly) its creditors and remains operational following ratification of the agreement.

In the absence of debtor's consent, a rehabilitation agreement may be concluded between creditors, not only in cases where the debtor is in a general and permanent cessation of payments (as the case was under the previous regime) but also in cases where the debtor's total equity is lower than 1/10 of its share capital or if the debtor has not submitted financial statements for registration to the Corporate Registry for 2 consecutive years.

The debtor's application shall be accompanied by a business plan, the term of which shall be equal to the term of the rehabilitation agreement, as well as an expert report. Furthermore, the New Bankruptcy Code introduces an expert registry.

The court may sustain the debtor's application if it assesses that the debtor is already in cessation of payments, provided that the debtor, at the same time, files for bankruptcy and also files an expert report. In such a case, if the court rejects the ratification of the rehabilitation agreement, the petition for the declaration of bankruptcy is examined. If a petition for the declaration of bankruptcy is not pending but the court assesses that the debtor is in cessation of payments, the rejection decision is served to the prosecutor in order that they may file a bankruptcy petition.

The rehabilitation agreement is ratified by a court decision following submission of an application to the competent court by (a) the insolvent debtor, provided that it has been concluded between the debtor and creditors representing more than 50 per cent of the preferred claims and more than 50 per cent of the rest claims, or (b) in case of absence of consent of one of the aforementioned categoriesof creditors, the rehabilitation agreement is ratified if it has been concluded between creditors representing 60 per cent of claims and 50 per cent of preferred claims, and it does not render the financial situation of these creditors worse than the one it would be in the case of the debtor's bankruptcy.

The "implied consent" of the Greek State and the Social Security Institutions is introduced, as the latter are presumed to grant their consent to the rehabilitation agreement, provided that (a) the principal debt does not exceed the amount of €15,000,000, (b) according to the expert report, the rehabilitation agreement does not render the financial situation of these creditors worse than the one it would be in the case of the debtor's bankruptcy and (c) according to the expert report the overdue debt towards these creditors does not exceed the debt owed towards private creditors.

As regards the legal entities, in order to avoid resistance from shareholders, it is provided that the approval of the rehabilitation agreement shall be provided by its administrator or governing body, unless approval by its shareholders' or administrators' board is explicitly required by law.

Upon ratification, the rehabilitation plan is binding upon all creditors, whose claims are regulated in such plan, including any non-participating creditors (but is not binding on creditors whose claims have arisen after the decision ratifying the rehabilitation plan).

(c) **Bankruptcy**

Bankruptcy proceedings are regulated by articles 75-172 of the New Bankruptcy Code. As mentioned above, under the new law individuals not exercising business activity become eligible to bankruptcy. Bankruptcy proceedings commence by a declaration of the bankruptcy by the court on the application of any creditor, the debtor or the attorney general.

The objective pre-condition to be declared bankrupt is being in a state of cessation of payments in a stable and permanent manner. Under the New Bankruptcy Code, state of cessation of payments is presumed where the debtor does not pay due and payable claims towards the Greek State, social security institutions, credit or financial institutions which amount to at least 40% of its total due and payable claims for a period of six months, provided that such non-performing claims exceed the amount of €30,000. A selective performance of certain due and payable claims (cherry-picking) does not reserve the cessation of payments. A threatened inability to pay should also constitute a pre-condition for the declaration of bankruptcy if such declaration is made by the debtor. Furthermore, the debtor itself is obliged to commence bankruptcy proceedings within 30 days of the date on which it became unable to repay its debts.

Under the new law, the bankruptcy officer is not appointed upon the declaration of bankruptcy, but nominated in the bankruptcy application. The bankruptcy officer is responsible for the administration of the debtor's assets for the purposes of liquidating and distributing the proceeds of liquidation to the creditors, in accordance with their respective priority of rights.

In this respect, it is noted that the existing special administration procedures as set out in art. 68 et seq. of Greek Law 4307/2014 are merged with the New Bankruptcy Code. To that extent, in the case that the bankruptcy application is submitted by creditors representing at least 30 per cent of the total claims value, including 20 per cent of the claims of secured creditors and the bankruptcy is deemed to be large scale, the creditors are entitled to request that the debtor’s assets are liquidated either as a whole or in operational parts.

The liquidation of the debtor’s assets is conducted through a public auction without an initial auction price administered by the notary. Within one month following the e-auction process, the creditor assemblies shall decide upon the results of the auction, i.e. approving or not the transaction, and more precisely the selection process of the assets being sold as well as the completion of the transaction in each case.

In the event that the liquidation of the debtor’s assets as a whole or in operational parts is not fulfilled within a period of eighteen (18) months from the date of court judgement of the insolvency declaration, the bankruptcy officer shall proceed to the piece meal liquidation process.

According to the provisions regarding the piece meal liquidation, an insolvent debtor’s assets are liquidated separately through a public auction. The e-auction is conducted by a notary and the initial auction price is set as the average value of the assets, as defined by two certified appraisers and gradually adjusted depending on the success of the auction. It is noted that after a third unsuccessful auction, the bankruptcy officer shall submit to the judge a request either for a reduction of the reserve price or for the approval of conducting the sale. In case that the assets are not sold within a period of 120 days following the judge’s issuing regarding the reduction of the reserve price, the e-auction will be conducted without an initial price. The creditors’ claims are satisfied through the proceeds of the auction. The respective provisions of art. 162-166 of the New Bankruptcy Code apply to debtors declared bankrupt after the enactment of the new law and to those declared bankrupt before the enactment as well, provided that the liquidation of the debtor’s assets has not commenced or the relevant auction has been unsuccessful.

Furthermore, a digital insolvency registry is introduced through which all announcements, creditors’ communications and registrations of procedural actions shall be realised.

As regards the small scale bankruptcies, these are regulated by art. 173-191 of the New Bankruptcy Code. Legal entities meeting one of the 'micro' entities' criteria as set out in art. 2 of Greek Law 4308/2014, i.e. those not exceeding €350,000 in total assets, or €700,000 in net amount of turnover, or an average of then employees, and individuals with assets up to €350,000, may be subject to a simplified bankruptcy process, which is conducted through the newly introduced Electronic Insolvency Registry. Furthermore, the court competency is transferred to the Magistrate Court.

The regime regarding the appointment of the insolvency practitioners ("*diaxeiristes afereggyotitas*" in Greek) for the purposes of bankruptcy and rehabilitation, which was first introduced via Greek Law 4335/2015, is reformed by the New Bankruptcy Code. The functions of a bankruptcy officer (*syndikos* in Greek) may be carried on by an individual or legal entity registered in a special register and qualified to act as insolvency practitioner.

Moreover, the protection of primary residences of debtors considered to be "vulnerable" under specific provisions of the New Bankruptcy Code is regulated by art. 217 et. seq. The new regime provides for a sale and lease back procedure for primary residences and the establishment of a new organisation to implement the aforesaid procedure. More specifically, in the case that a vulnerable debtor is declared bankrupt under the aforementioned provisions or in the case that enforcement proceedings against its primary residence have commenced, the debtor may submit a request to sale or lease their primary residence to the organisation established for this procedure.

The debtor's residence is acquired from the organisation at a commercial value, which is determined by a certified valuator. The new organisation shall rent the property to the debtor for a period of twelve years. The monthly rent will be determined primarily based on the applicable housing loans' average interest rate. The debtor may be entitled to repurchase the residence at a price objectively determined under the provisions of the New Bankruptcy Code upon proper fulfilment of their rental payment obligations.

Distributional priorities before and after insolvency

The Bankruptcy Code, the New Bankruptcy Code, the CCP and the Code for the Collection of Public Revenues include specific provisions on the priority of claims of creditors. Further, Greek Laws 4335/2015, 4336/2015, 4446/2016 and 4512/2018 introduced changes in the provisions on the distributional priorities, as well as extensive procedural changes, intended to standardise and expedite court and enforcement proceedings before and after insolvency, and to protect against abuses of the proceedings.

In relation to the priority of claims of the creditors, the Greek legislative framework distinguishes between: (1) claims with a general privilege (a general privilege applies by operation of law and concerns, among others, claims on account of VAT and other taxes, claims of public law entities, claims of employees and social security funds and, under the Bankruptcy Code, also concerns credit facilities granted as rescue funding after the opening of insolvency proceedings); (2) claims with a special privilege (which include those of secured creditors); and (3) unsecured claims. The distinction between claims with a general privilege, claims with a special privilege and unsecured claims is critical in the context of distribution of the proceeds of liquidation of the assets over which security has been created. Claims with a general or special privilege are satisfied in priority over unsecured claims.

The **general privileges** under article 975 of the CCP follow the ranking order set out below (the general privileges):

(i) Medical and funeral expenses of the debtor and his family that arose within the last twelve (12) months prior to the day of the public auction or the declaration of bankruptcy and compensation claims (except claims for moral damages) due to disability exceeding eighty percent (80 per cent) or more that arose until the day of the public auction or the declaration of bankruptcy.

(ii) Claims for the provision of necessary food vital for the support of debtor and his family that arose during the last six months before the day of the public auction or the declaration of bankruptcy.

(iii) Claims based on salaried employment, claims from fees, expenses and compensation of lawyers paid under fixed regular remuneration, provided that they arose within the last two years prior to the day of the first public auction or the declaration of bankruptcy, compensation claims arising by reason of termination of employment arrangements and lawyers' compensation claims arising by reason of the termination of in-house employment arrangement. The same rank also includes claims of the State arising out of the Value Added Tax (VAT) and any attributable or withholding taxes together with any increments and interests imposed on such claims, as well as claims of social security organisations, alimony claims in case of death of the person owing such alimony and compensation claims due to disability exceeding sixty seven percent (67 per cent) which arose up to the day of the public auction or the declaration of bankruptcy.

(iv) Claims of farmers or agricultural cooperatives from the sale of agricultural products that arose within the last year prior to the day the public auction was first set to occur or the declaration of bankruptcy.

(v) Claims of the State and municipal authorities arising out of any cause, together with any increments and interest imposed on such claims.

(vi) Claims of the Athens Stock Exchange Members' Guarantee Fund (Syneggyitiko) against the debtor, insofar as such debtor is or was an investment services firm and the claims of such fund were born within the two (2) years preceding the day of the public auction or the declaration of bankruptcy.

The **special privileges** include claims secured by pledge, pre-notation or mortgage.

As regards enforcement proceedings initiated before 1 January 2016, it is noted that if claims with a general privilege co-exist with claims with a special privilege, claims with a general privilege are entitled to up to one third of the proceeds of liquidation, provided that certain claims with a general privilege (claims on account of VAT and claims of employees and social security funds) have absolute priority over all other claims without being restricted to one third of the proceeds of liquidation. Unsecured claims will only be satisfied pro rata out of any remainder of the proceeds of liquidation of the insolvency estate, following satisfaction of all claims with a general or special privilege. However, following the amendment of the provisions of the CCP by Greek Law 4335/2015 and the amendment of the Bankruptcy Code by Greek Laws 4336/2015, 4446/2016 and 4512/2018 on the ranking of creditors in enforcement and insolvency proceedings respectively, the aforementioned absolute priority of the above generally privileged claims does not apply for enforcement proceedings initiated from 1 January 2016 onwards and bankruptcies declared from 1 January 2016. This benefits secured creditors and also unsecured creditors. The latter are also entitled to a specific percentage of the enforcement proceeds, depending on whether generally privileged claims and secured claims co-exist with unsecured claims or not. In particular, (a) in case of concurrence of creditors' claims of general privilege, claims of special privilege and of non-privileged claims, creditors enjoying one or more general privileges are allocated 25 per cent of the auction/liquidation proceeds, creditors enjoying one or more special privileges are allocated 65 per cent of such proceeds, whereas the remaining 10 per cent of the auction/liquidation proceeds is allocated to non-privileged creditors; (b) in case of concurrence of special privileges claims and non-privileged ones, an amount of 90 per cent of the proceeds is allocated for the repayment of creditors enjoying special privileges, while the remaining

10 per cent of the auction/liquidation proceeds is allocated to the non-privileged creditors; (c) in case of concurrence of general privileges and non-privileged ones, an amount of 70 per cent of the proceeds is allocated for the repayment of creditors enjoying general privileges, while the remaining 30 per cent of the auction/liquidation proceeds is allocated to the non-privileged creditors; and (d) in case of concurrence of general privileges and special privileges, the general privileges will be satisfied up to one third of the auction proceeds, whereas the special privileges may be satisfied up to two thirds of the auction proceeds.

As regards bankruptcy proceedings initiated between 1 January 2016 and 1 March 2021, the claims arising from financing of any kind to the debtor aimed at ensuring the continuance of the operations of its business and payment of its obligations, subject to the conditions of art. 154(a) of the Bankruptcy Code, have a general privilege and an absolute priority over all other claims in the case of (a) and (c) above and the respective distributional percentages apply after full discharge of such claims.

Under the new regime introduced by the New Bankruptcy Code, which applies to bankruptcy proceedings initiated from 1 March 2021 onwards, the creditors ranking rules in case of bankruptcy are aligned with the relevant provisions (i.e. art. 975, 976, 977, 977A and 978) of the CCP. Further, senior general privileges are introduced in relation to claims arisen within the context of the rehabilitation procedure aiming to the continuation of the debtor's business. These claims arise from financing facilities and the provision of goods or services. Further, art. 263 of the New Bankruptcy Code provides that, irrespective of the creditors' assemblies decision regarding the application of the new law to pending bankruptcy proceedings, the creditors ranking shall be regulated by the provisions in force until the new procedure applied.

Additionally, Greek Law 4512/2018 (articles 176 and 177) introduced certain changes in the ranking order of creditors in enforcement proceedings (new articles 977A of the CCP and 156A of the Bankruptcy Code).

In particular, under article 977A of the CCP, in respect of any new claims arising after such provisions enter into force (i.e. on 17-01-2018) and which are secured by a pledge or mortgage over an asset which was not previously encumbered (both conditions need to apply cumulatively), the auction proceeds will be allocated, after deduction of the enforcement expenses as follows:

(1) Claims of employees for salaries of up to six months, owed on the basis of salaried employment and arisen prior to the scheduled date of the first auction, capped, per employee and per month, at the amount of the minimum monthly statutory salary for employees above 25 years old multiplied by 275 per cent. (super privilege);

(2) Claims enjoying special privileges (i.e. secured by pledge or mortgage);

(3) Claims enjoying general privileges (as per above); and

(4) Claims of non-privileged creditors.

As regards bankruptcy proceedings regulated by the Bankruptcy Code, the ranking of creditors in insolvency proceedings under the article 156A of the Bankruptcy Code apply in respect of any new claims arising after such provisions enter into force (i.e. on 17-01-2018) and which are secured by a pledge or mortgage over an asset which was not previously encumbered (both conditions needs to apply cumulatively); in such case, the auction proceeds will be allocated, after deduction of the insolvency expenses as follows:

(1) Claims enjoying super privileges, as per above under (1);

(2) Claims arising from financing of any kind to the debtor aimed at ensuring the continuance of the operations of its business and payment of its obligations, subject to the conditions of art. 154(a) of the Bankruptcy Code;

(3) Claims enjoying special privileges under art. 155 paragraph 1(a) and (b) including those secured by pledge or mortgage);

(4) (remaining) claims enjoying general privileges as per rt. 154 of the Bankruptcy Code and (remaining) claims enjoying special privileges; and

(5) Claims of non-privileged debtors.

The opening of insolvency proceedings does not affect the priority ranking of validly created security (claims of item (2) above) and secured creditors (as opposed to unsecured creditors) can initiate individual enforcement proceedings for their secured claim following the opening of insolvency proceedings against the debtor. Under the Bankruptcy Code, upon fling of the bankruptcy application, enforcement proceedings against the debtor's assets could be suspended.. However, according to the New Bankruptcy Code, secured creditors are entitled to commence enforcement proceedings against the debtor's encumbered assets, under the condition that the bankruptcy application does not include a request from creditors that the debtor's assets are liquidated either as a whole or in operational parts. Moreover, the newly introduced provisions of the New Bankruptcy Code, provide that within nine (9) months following the bankruptcy declaration, secured creditors are entitled to take individual enforcement measures against the debtor's encumbered assets.

Consumer Protection

Credit institutions in Greece are also subject to legislation that seeks to protect consumers from abusive terms and conditions, most notably Greek Law 2251/1994, as in force. Such legislation sets forth rules on the marketing and advertisement of consumer financial services, prohibits unfair and misleading commercial practices and includes penalties for violations of such rules and prohibitions. The abovementioned Law 2251/1994 has been significantly amended recently by virtue of Law 4512/2018 and has been codified by Ministerial Decision 5338/2018. The relevant amendments, including, amongst others, in the definition of consumer (which may only include individuals), the protection afforded to very small businesses and in the framework related to e-commerce, took effect on 18 March 2018.

At the same time, numerous consumer protection issues are regulated through administrative acts, such as Decision No. Z1 798/2008 of the Minister of Development on the prohibition of general terms which have been found to be abusive by final court decisions (as amended by Decisions Z1 21/2011 and Z1 74/2011 of the Deputy Minister of Labour and Social Insurance). Also, the Governor of the Bank of Greece Act No. 2501/2002, as amended and supplemented, includes certain fundamental disclosure obligations relating to the provision of banking services by credit institutions operating in Greece.

Joint Ministerial Decision Z1 699/2010 transposed into Greek law Directive 2008/48/EC of the European Parliament and of the Council on credit agreements for consumers and repealing Council Directive 87/102/EEC, as amended and in force. The said Joint Ministerial Decision provides for increased consumer protection in the context of consumer credit transactions and prescribes, among others, the inclusion of standard information in advertising and the provision of pre contractual and contractual information to consumers.

Joint Ministerial Decision Z1 699/2010 has been amended by Joint Ministerial Decision Z1 111/2012, which, among others, transposed into Greek law Directive 2011/90/EU as of 1 January 2013 and introduced additional criteria for the calculation of the real total annual interest rate.

In 2013, Greece also transposed Directive 2011/83/EU on consumer protection pursuant to Joint Ministerial Decision Z1 891/2013, which amended Law 2251/1994 in many respects. Such decision, as amended and supplemented by Ministerial Decision 27764/2014, entered into force on 13 June 2014 and applies to consumer contracts entered into after that date.

In addition, Ministerial Decision 56885/2014 set a code of conduct for the protection of consumers during sales, offer periods and promotional actions while Joint Ministerial Decision 70330/2015 transposed into Greek law Directive 2013/11/EU on alternative dispute resolution for consumer disputes and introduced supplementary measures for the application of Regulation EU 524/2013 on online dispute resolution for consumer disputes.

Furthermore, Ministerial Decision 5921/2015 (which entered into force on 19 January 2015) sets out the terms and the procedure for mediation of the consumer ombudsmen between credit institutions and debtors pursuant to the provisions of the Code of Conduct.

Finally, Presidential Decree No. 10/2017 introduced the "Code of Consumer Conduct" and set the principles to be applied to trade and the trading relations between suppliers and consumers and their associations and Ministerial Decision 31619/2017 introduced the “Code of Consumer Conduct for E-Commerce”.

DESCRIPTION OF THE TRANSACTION DOCUMENTS

Servicing and Cash Management Deed

The Servicing and Cash Management Deed, made between the Issuer, the Trustee and the Servicer contains provisions relating to, *inter alia*:

- the Issuer's obligations when dealing with any cash flows arising from the Cover Pool and the Transaction Documents;
- the servicing, calculation, notification and reporting services to be performed by the Servicer, together with cash management services and account handling services in relation to monies from time to time standing to the credit of the Transaction Accounts, the Collection Accounts and the Third Party Collection Accounts (if any);
- the terms and conditions upon which the Servicer will be obliged to sell in whole or in part the Loan Assets;
- the Issuer's right to prevent the sale of a Loan Asset to third parties by removing the Loan Asset made subject to sale from the Cover Pool and transferring within 10 Business Days from the receipt of the offer letter, to the relevant Transaction Account, an amount equal to the price set forth in such offer letter, subject to the provision of a solvency certificate;
- the covenants of the Issuer;
- the representations and warranties of the Issuer regarding itself and the Cover Pool Assets;
- the responsibilities of the Servicer following the service of a Notice of Default on the Issuer or upon failure of the Issuer to perform its obligations under the Transaction Documents; and
- the circumstances in which the Issuer or the Trustee will be obliged to appoint a new servicer to perform the Servicing and Cash Management Activities.

Servicing

Pursuant to the Servicing and Cash Management Deed, the Servicer has agreed to service the Loans and their Related Security comprised in the Cover Pool and provide cash management services.

The Servicer will be required to administer the Loans and their Related Security in accordance with the Issuer's administration, arrears and enforcement policies and procedures forming part of the Issuer's policy from time to time as they apply to those Loans.

The Servicer will have the power to exercise the rights, powers and discretions and to perform the duties of the Issuer in relation to the Loans and their Related Security that it is servicing pursuant to the terms of the Servicing and Cash Management Deed, and to do anything which it reasonably considers necessary, convenient or incidental to the administration of the Loans and their Related Security.

Right of delegation by the Servicer

The Servicer may from time to time sub-contract or delegate the performance of its duties under the Servicing and Cash Management Deed, provided that it will nevertheless remain responsible for the performance of those duties to the Issuer and the Trustee and, in particular, will remain liable at all times for servicing the Loans and their Related Security and for the acts or omissions of any delegate or subcontractor. Any such subcontracting or delegation may be varied or terminated at any time by the Servicer.

Appointment of Replacement Servicer

Upon the occurrence of any of the following events (each a **Servicer Termination Event**):

(a) where the Issuer and Servicer are not the same entity:

   (i) default is made by the Servicer in the payment on the due date of any payment due and payable by it under the Servicing and Cash Management Deed and such default continues unremedied for a period of three (3) Athens Business Days after the earlier of the Servicer becoming aware of such default and receipt by the Servicer of written notice from the Trustee requiring the same to be remedied;

   (ii) default is made by the Servicer in the performance or observance of any of its other covenants and obligations under the Servicing and Cash Management Deed, which is materially prejudicial to the interests of the Covered Bondholders and such default continues unremedied for a period of 20 Business Days after the Servicer becoming aware of such default, PROVIDED THAT where the relevant default occurs as a result of a default by any person to whom the Servicer has sub-contracted or delegated part of its obligations hereunder, such default shall not constitute a Servicer Termination Event if, within such period of 20 Business Days of awareness of such default by the Servicer, the Servicer terminates the relevant sub-contracting or delegation arrangements and takes such steps as the Trustee may approve to remedy such default; or

   (iii) the occurrence of an Insolvency Event in relation to the Servicer; or

(b) where the Issuer and the Servicer are the same entity, the occurrence of an Issuer Event,

then the Trustee shall at any time after it receives notice of such Servicer Termination Event use its reasonable endeavours to by notice in writing to the Servicer terminate its appointment as Servicer under the Servicing and Cash Management Deed with effect from a date (not earlier than the date of the notice) specified in the notice. Upon the termination of Eurobank as Servicer, the Trustee shall use its reasonable endeavours to appoint a replacement Servicer. The appointment of any such replacement shall be subject to, *inter alia*, approval from the Covered Bondholders by an Extraordinary Resolution passed at a single meeting of the Covered Bondholders of all Series then outstanding. In addition, the Bank of Greece may appoint a substitute servicer.

Insolvency Event means, in respect of the Servicer:

(i) any order shall be made by any competent court or resolution passed for the winding-up or dissolution of the relevant entity (other than for the purpose of amalgamation, merger or reconstruction); or

(ii) the relevant entity shall cease to carry on the whole or substantially the whole of its business (other than for the purpose of an amalgamation, merger or reconstruction); or

(iii) the relevant entity shall stop payment or shall be unable to, or shall admit inability to, pay its debts as they fall due, or shall be adjudicated or found bankrupt or insolvent by a court of competent jurisdiction or shall make a conveyance or assignment for the benefit of, or shall enter into any composition or other arrangement with, its creditors generally; or

(iv) a receiver, trustee or other similar official shall be appointed in relation to the relevant entity or in relation to the whole or over half of the assets of the relevant entity, or an interim supervisor of the relevant entity is appointed by the Bank of Greece or an encumbrancer shall take possession of the whole or over half of the assets of the relevant entity, or a distress or execution or other process shall be levied or enforced upon or sued out against the whole or a substantial part of the assets of the relevant entity and in any of the foregoing cases it or he shall not be discharged within 60 days;

(v) any action or step is taken which has a similar effect to the foregoing; or

(vi) a creditor's collective enforcement procedure is commenced against the Issuer or Servicer (as well as any procedure for the submission of the Issuer under special liquidation pursuant to Greek Law 4261/2014).

The Trustee will not be obliged to act as servicer in any circumstances.

The Cover Pool

Pursuant to the Greek Covered Bond Legislation, the Issuer will be entitled to create the Statutory Pledge over:

(a) certain eligible assets set out in paragraph 8(b) of Section B of the Bank of Greece Act No 2588/20- 8-2007 "Calculation of Capital Requirements for Credit Risk according to the Standardised Approach" as amended as of 31 December 2010 by the Bank of Greece Act No 2631/29-10-2010 and Bank of Greece Act 7/10.01.2013, including, but not limited to, claims deriving from loans and credit facilities of any nature comprising the aggregate of all principal sums, interest, costs, charges, expenses, additional loan advances and other moneys (including, in case of any Subsidised Loans, any Subsidised Interest Amount due and owing with respect to such Subsidised Loan) and including the amounts received from Borrowers which represent the cost to the Issuer of levy of Greek Law 128/1975 (**Levy**) in respect of such Loans but excluding any third party expenses due or owing with respect to such loan and/or credit facilities provided that such loans and credit facilities are secured by residential real estate (the **Loans**) together with any mortgages, mortgage pre-notations, guarantees or indemnity payments which may be granted or due, as the case may be, in connection therewith (the **Related Security**, and together with the Loans the **Loan Assets**). Following the entry into force of Regulation 575/2013 on 1 January 2014, the reference to paragraph 8(b) should be read as a reference to article 129 of Regulation 575/2013;

(b) derivative financial instruments including but not limited to the Hedging Agreements satisfying the requirements of paragraph I. 2(b) of the Secondary Covered Bond Legislation;

(c) deposits with credit institutions (including any cash flows deriving therefrom) provided that such deposits comply with paragraph 8(b) of Section B of the Bank of Greece Act No. 2588/20-8-2007 as amended as of 21 December 2010 by the Bank of Greece Act No 2631/29-10-2010 (including the Transaction Account and the Reserve Ledger, but excluding the Collection Account); and

(d) Marketable Assets,

(each a **Cover Pool Asset** and collectively the **Cover Pool**).

Marketable Assets, as defined in the Act of the Monetary Policy Council of the Bank of Greece 54/27-2- 2004 as substituted by Act No. 96/22.04.2015 and which comply with the requirements for Eligible Investments, are allowed to be included in the Cover Pool and will be included in assessing compliance with the Nominal Value Test, provided that such assets in the Cover Pool do not exceed the difference in value between the Principal Amounts Outstanding of Covered Bonds then outstanding plus accrued interest and the nominal value of the Cover Pool plus accrued interest.

By virtue of the Registration Statement(s) filed with the Athens Pledge Registry on or prior to the Issue Date for the first Series of Covered Bonds, the Issuer shall segregate the Cover Pool in connection with the issuance of Covered Bonds for the satisfaction of the rights of the Covered Bondholders and the other Secured Creditors.

The Issuer shall be entitled, subject to filing a Registration Statement so providing, to:

(a) allocate to the Cover Pool additional Cover Pool Assets for the purposes of issuing further Series of Covered Bonds and/or complying with the Statutory Tests and/or maintaining the initial rating(s) assigned to the Covered Bond provided that with respect to any Cover Pool Assets allocated after the Issue Date for the first Series of Covered Bonds which are non-CHF or non-euro denominated assets and/or have characteristics other than those pertaining to the Cover Pool as of the Issue Date for the first Series of Covered Bonds (the **Initial Assets**), the Rating Agency has provided confirmation in writing that the ratings on the Covered Bonds would not be adversely affected by, or withdrawn as a result of such allocation; and

(b) prior to the occurrence of an Issuer Event and provided that no breach of any Statutory Test would occur as a result of such removal or substitution (i) remove Cover Pool Assets from the Cover Pool or (ii) substitute Cover Pool Assets with new Cover Pool Assets, provided that for any substitution of new Cover Pool Assets which are non-CHF or non-euro denominated assets and/or have characteristics other than those pertaining to the Initial Assets, the Rating Agency has provided confirmation in writing that the ratings on the Covered Bonds would not be adversely affected by, or withdrawn as a result of such removal or substitution.

Additional Cover Pool Assets means further assets assigned to the Cover Pool by the Issuer for the purposes of issuing further Series of Covered Bonds and/or complying with the Statutory Tests.

Any further assets added to the Cover Pool at the option of the Issuer in accordance with the above or by way of mandatory changes below shall form part of the Cover Pool.

Minimum Credit Rating means a long term, unsecured, unsubordinated and unguaranteed rating of at least Baa3 by the Rating Agency.

Individual Eligibility Criteria

Each Loan Asset to be included in the Cover Pool shall comply with the following criteria (the **Individual Eligibility Criteria**):

(i) It is an existing Loan, denominated in euro or Swiss francs and is owed by borrowers who are individuals;

(ii) It is governed by Greek law and the terms and conditions of such Loan do not provide for the jurisdiction of any court outside Greece;

(iii) Its nominal value remains a debt, which has not been paid or discharged;

(iv) It is secured by a valid and enforceable first ranking mortgage and/or mortgage pre-notation over property located in Greece may be used for residential purposes;

(v) Notwithstanding (iv) above, if the mortgage and/or mortgage pre-notation is of lower ranking, the loans that rank higher have also been originated by the Issuer and are included in the Cover Pool;

(vi) Only completed properties secure the Loan;

(vii) (a) in the case of loans originated by the Issuer all lending criteria and preconditions applied by the Issuer's credit policy and customary lending procedures have been satisfied with regards to the granting of such Loan and (b) in the case of Loans acquired by the Issuer, each

Loan has been administered by the Issuer from the date of acquisition according to the level of skill, care and diligence of a reasonable prudent mortgage lender; and

(viii) It is either a fixed or floating rate loan or a combination of both.

Statutory Tests

Monitoring of the Cover Pool

Prior to the occurrence of an Issuer Event, the Servicer shall verify on each Applicable Calculation Date that, as at the last calendar day of the calendar month immediately preceding such Applicable Calculation Date, the Cover Pool satisfies the following aggregate criteria:

(i) the Cover Pool satisfies the Nominal Value Test;

(ii) the Cover Pool satisfies the Net Present Value Test; and

(iii) the Cover Pool satisfies the Interest Cover Test,

(collectively, the **Statutory Tests** and each a **Statutory Test**).

(a) *The Nominal Value Test:* Prior to an Issuer Event the Issuer must ensure that on each Applicable Calculation Date, the Euro Equivalent of the Principal Amount Outstanding of all Series of Covered Bonds, together with all accrued interest thereon, is not greater than 93 per cent (or any lower percentage as determined in accordance with any methodologies that the Rating Agency may prescribe in accordance with the Servicing and Cash Management Deed) of the nominal value of the Cover Pool (excluding for these purposes any amounts received from Borrowers which represent the cost to the Issuer of Levy in respect of such Loans) as at the last calendar day of the immediately preceding calendar month (as determined in accordance with the Servicing and Cash Management Deed). In order to assess compliance with this test, all of the assets comprising the Cover Pool shall be evaluated at their nominal value plus accrued interest but not including the Hedging Agreements.

For the purposes of calculating the nominal value of the Cover Pool, the value of any Cover Pool Asset denominated in Swiss Francs comprised in the Cover Pool shall be converted into euro on the basis of the exchange rate published by the European Central Bank (**ECB**) on such Applicable Calculation Date as at the last calendar day of the immediately preceding calendar month.

(b) *The Net Present Value Test*: Prior to an Issuer Event the Issuer must ensure that on each Applicable Calculation Date the net present value of liabilities under the Covered Bonds then outstanding is less than or equal to the net present value of the Cover Pool (excluding for these purposes any amounts received from Borrowers which represent the cost to the Issuer of Levy in respect of such Loans) as at the last calendar day of the immediately preceding calendar month, including the value of the Hedging Agreements (if included, at the discretion of the Issuer).

The Net Present Value Test must also be satisfied under the assumption of parallel shifts of the yield curve by 200 basis points.

In addition, the Issuer must ensure that on each Applicable Calculation Date, the net present value of the Hedging Agreements are in aggregate less than or equal to 15 per cent of the nominal value (being principal) of the Covered Bonds plus accrued interest thereon (calculated as at the last calendar day of the immediately preceding calendar month).

For the purposes of calculating the net present value of the Cover Pool, all amounts denominated in a currency other than euro shall be converted into euro on the basis of the exchange rate published by the ECB as at the last calendar day of the immediately preceding calendar month.

(c) *The Interest Cover Test:* Prior to an Issuer Event the Issuer must ensure that on each Applicable Calculation Date the amount of interest due on the Covered Bonds does not exceed the amount of interest expected (including, in respect of Subsidised Loans, for these purposes any Subsidised Interest Amounts that are expected to be received during such period) in respect of the Loans comprised in the Cover Pool (excluding for these purposes any amounts received from Borrowers which represent the cost to the Issuer of Levy in respect of such Loans) and the Marketable Assets which are to be included for the purpose of valuation in accordance with paragraph I.6 of the Secondary Covered Bond Legislation, in each case, during the period of 12 months from such Applicable Calculation Date. The amounts due to be paid and received under the Hedging Agreements (if included, at the discretion of the Issuer) must be included for assessing compliance with this test.

Eligible Investments means any marketable assets:

1. that are denominated in euro or CHF, provided that, in all cases:

    (a) such investments are immediately repayable on demand, disposable without penalty or have a maturity date falling on or before the next Cover Pool Payment Date;

    (b) such investments provide a fixed principal amount at maturity (such amount not being lower than the initially invested amount); and

    (c) each of the debt securities or other debt instruments and the issuing entity or (in the case of debt securities or other debt instruments which are fully and unconditionally guaranteed on an unsubordinated basis) the guaranteeing entity are rated at least either (A) Baa3 by Moody's the Rating Agency in respect of long-term debt or P-3 by the Rating Agency in respect of short-term debt, with regard to investments having a maturity of less than one month or (B) Baa3 by the Rating Agency Moody's in respect of long-term debt and P-3 by the Rating Agency Moody's in respect of short-term debt, with regard to investments having a maturity between one and three months, or such other rating as acceptable to Moody's the Rating Agency from time to time; or

2. that are euro or CHF denominated residential mortgaged backed securities, provided such residential mortgage backed securities are included on the eligible collateral list maintained by the European Central Bank and are actively traded in a continuous, liquid market on a recognised stock exchange, are held widely across the financial system, are available in adequate supply and which have long term or short term ratings of at least Baa3 and P-3 (respectively) from the Rating Agency; provided however, if such residential mortgaged backed securities are no longer included on the eligible collateral list maintained by the European Central Bank, such residential mortgaged backed securities shall cease to be an Eligible Investment on the third Athens Business Day following the removal of such asset from the eligible collateral list.

For the purposes of calculating each of the Nominal Value Test, Net Present Value Test and Interest Cover Test set out above, each Loan will be deemed to have an Outstanding Principal Balance of and bear interest on an amount equal to the lower of:

(a) the Euro Equivalent of the actual Outstanding Principal Balance of the relevant Loan in the Cover Pool (as calculated in accordance with the provisions of the Servicing and Cash Management Deed), provided that, if the Euro Equivalent of the aggregate actual Outstanding Principal Balance of all Loans denominated in Swiss Francs exceeds twenty per cent of the Euro Equivalent of the aggregate actual Outstanding Principal Balance of all Loans comprising the Cover Pool, then such amount of the Euro Equivalent of the aggregate actual Outstanding Principal Balance of such Loans denominated in Swiss Francs as exceeds twenty per cent of the Euro Equivalent of the aggregate actual Outstanding Principal Balance of the Loans comprised in the Cover Pool will be given a value of zero; and

(b) the Euro Equivalent of the latest of either the physical valuation or the Prop Index Valuation relating to that Loan multiplied by 0.80 (where such Loan is secured on residential property) or 0.60 (where such Loan is secured on commercial property and such Loan is included in the Cover Pool as a New Asset Type), less the Outstanding Principal Balance of any higher ranking Loan if such Loan is a second or lower ranking Loan, provided that such Loan can never be given a value of less than zero; and

(c) if the relevant Loan is in arrear of more than 90 days, zero,

and each Loan shall be deemed to bear interest on the lower of the amounts calculated in (a), (b) and (c) above.

In addition, in calculating such tests, all Loans that do not comply with the representations and warranties during the immediately preceding calculation period, shall be given a zero value.

OAED means the Manpower Employment Organisation, which succeeded in full the Greek Workers Housing Association (**OEK**) by virtue of Greek law 4144/2013 and other relevant legislation.

OAED Subsidised Loans means those Loans, which for the avoidance of doubt are only denominated in euro, which are both State Subsidised Loans and OAED Subsidised Loans.

Prop Index Valuation means the index of movements in house prices issued by Prop Index SA in relation to residential properties in Greece.

Subsidised Loan means either the OAED Subsidised Loans, the State Subsidised Loans or the State/OAED Subsidised Loan or loans subsidised by any additional Greek State owned entity, which for the avoidance of doubt are only denominated in euro.

Subsidised Interest Amounts means the interest subsidy amounts, which for the avoidance of doubt shall only be denominated in euro, due and payable from the Greek State in respect of the State Subsidised Loans and/or from the OAED in respect of the OAED Subsidised Loans and/or from any other Greek State owned entity in respect of any other Subsidised Loan (as the case may be).

State Subsidised Loans means those Loans, which for the avoidance of doubt are only denominated in euro, in respect of which the Hellenic Republic makes payment of Subsidised Interest Amounts pursuant to all applicable laws.

State/OAED Subsidised Loans means those Loans, which for the avoidance of doubt are only denominated in euro, which are both State Subsidised Loans and OAED Subsidised Loans.

Sale of Selected Loans and their Related Security following an Issuer Event

Following the occurrence of an Issuer Event, the Servicer shall be obliged to try to sell Loan and their Related Security in the Cover Pool having the Required Outstanding Principal Balance Amount (the **Selected Loans**) in accordance with the Servicing and Cash Management Deed, subject to the rights of pre-emption in favour of the Issuer to remove the Selected Loans from the Cover Pool. Where the Servicer is not the same entity as the Issuer, the Issuer will provide the Servicer with such powers of attorney as the Servicer may require in order to allow the Servicer to discharge its obligations under the Servicing and Cash Management Deed.

Prior to the Servicer making any offer to sell Selected Loans and their Related Security to third parties, the Servicer will serve on the Issuer a loan offer notice in the form set out in the Servicing and Cash Management Deed (a **Selected Loan Offer Notice**) giving the Issuer the right to prevent the sale by the Servicer of all or part of the Selected Loans to third parties, by removing all or part of the Selected Loans made subject to sale from the Cover Pool and transferring an amount equal to the then Outstanding Principal Balance of the relevant portion of the Selected Loans and the relevant portion of the arrears of interest and accrued interest relating to such Selected Loans to the relevant Transaction Account. Any selection of Selected Loans by the Servicer from the Cover Pool in accordance with the Servicing and Cash Management Deed shall be binding on all parties in the absence of manifest error.

If the Issuer validly accepts the Servicer's offer to remove all or a part of the Selected Loans and their Related Security from the Cover Pool by signing the duplicate Selected Loan Offer Notice in a manner indicating acceptance and delivering it to the Trustee and the Servicer within ten Athens Business Days from and including the date of the Selected Loan Offer Notice, the Servicer shall within three Athens Business Days of receipt of such acceptance, serve a selected loan removal notice on the Issuer substantially in the form set out in the Servicing and Cash Management Deed (a **Selected Loan Removal Notice**). Any removal of part of the Selected Loans and their Related Security pursuant to such Selected Loan Removal Notice must be in accordance with the requirements of the Servicing and Cash Management Deed.

The Servicer shall offer for sale the Selected Loans and their Related Security in respect of which the Issuer rejects or fails within the requisite time limit to accept the Servicer's offer to remove the Loans and their Related Security form the Cover Pool in the manner and on the terms set out in the Servicing and Cash Management Deed.

Upon receipt of the Selected Loan Removal Notice duly signed on behalf of the Servicer, the Issuer shall promptly and in any event within two Athens Business Days (i) sign and return a duplicate copy of the Selected Loan Removal Notice to the Servicer, (ii) deliver to the Servicer and the Trustee a solvency certificate stating that the Issuer is, at such time, solvent and shall remove from the Cover Pool the relevant portion of the Selected Loans (as specified in the Selected Loan Removal Notice) (and any other Loan secured or intended to be secured by that Related Security or any part of it) referred to in the relevant Selected Loan Removal Notice and, where that portion is less than all of the Selected Loans, the Loans and the Related Security in the portion that is to be removed shall be chosen from the Selected Loans on a random basis. Completion of the removal of all or part of the Selected Loans by the Issuer will take place on the date specified in the Selected Loan Removal Notice (provided that such date is not later than the earlier to occur of the date which is (a) ten Athens Business Days after receipt by the Servicer of the returned Selected Loan Removal Notice and (b) the Extended Final Maturity Date of the Earliest Maturing Covered Bonds) when the Issuer shall, prior to the removal from the Cover Pool of all or part of the relevant Selected Loans (and any other Loan secured or intended to be secured by that Related Security or any part of it) pay to the relevant Transaction Account an amount in cash equal to the price specified in the relevant Selected Loan Removal Notice.

On the date of completion of the removal of all or part of the Selected Loans and their Related Security in accordance with the above, the Issuer shall ensure that the Selected Loans are removed from the Registration Statement.

Upon such completion of the removal of all or part of the Selected Loans and their Related Security in accordance with the above procedure or the sale of all or part of the Selected Loans and their Related Security to a third party or third parties, the Issuer or the Servicer shall cease to be under any further obligation to hold any Customer Files or other documents relating to the relevant removed or sold Selected Loans and their Related Security to the order of the Trustee and, if the Trustee holds such Customer Files or other documents, it will send them to the Issuer at the cost of the Issuer.

Earliest Maturing Covered Bonds means, at any time, the Series of the Covered Bonds (other than any Series which is fully collateralised by amounts standing to the credit of the Transaction Accounts) that has or have the earliest Final Maturity Date as specified in the applicable Final Terms (ignoring any acceleration of amounts due under the Covered Bonds prior to an Event of Default).

Method of Sale of Selected Loans

If the Servicer elects to or is required to sell Selected Loans and their Related Security to third-party purchasers following an Issuer Event which is continuing, the Servicer will be required to ensure that before offering Selected Loans for sale:

(a) (unless the Selected Loans comprise the entire Cover Pool) the Selected Loans have been selected from the Cover Pool on a random basis; and

(b) the Selected Loans have an aggregate Outstanding Principal Balance (subject in the case of Loans denominated in a currency other than Euro to the Euro Equivalent thereof as determined in accordance with the relevant FX Swap Agreement) in an amount (the **Required Outstanding Principal Balance Amount**) which is as close as possible to the amount calculated as follows:

$$N \text{ x } \frac{\text{Outstanding Principal Balance of all Loan Assets in the Cover Pool}}{\text{the Euro Equivalent of the Required Redemption Amount in respect of each Series of Covered Bonds then outstanding}}$$

where **N** is an amount equal to the Euro Equivalent of the Required Redemption Amount of the Earliest Maturing Covered Bonds less amounts standing to the credit of the Transaction Accounts (other than amounts standing to the credit of the Reserve Ledger) and the principal amount of any Marketable Assets or Authorised Investments (other than Authorised Investments acquired from amounts standing to the credit of the Reserve Ledger) (excluding all amounts to be applied on the next following Cover Pool Payment Date to pay or provide for higher ranking amounts in the Pre Event of Default Priority of Payments and those amounts that are required to repay any Series of Covered Bonds which mature prior to or on the same date as the relevant Series of Covered Bonds).

For the purposes hereof:

Required Redemption Amount means, in respect of any relevant Series of Covered Bonds, the amount calculated as follows:

the Principal Amount Outstanding of the relevant Series of Covered Bonds x (1+ Negative Carry Factor x (days to maturity of the relevant Series of Covered Bonds/360))

Where **Negative Carry Factor** is a percentage calculated by reference to the weighted average margin of the Covered Bonds and will, in any event, not be less than 0.50 per cent

Euro Equivalent means, in relation to a Series of Covered Bonds which is denominated in (a) a currency other than euro, the Euro Equivalent of such amount ascertained using the relevant Covered Bond Swap Rate relating to such Series of Covered Bonds and (b) euro, the applicable amount in euro.

The Servicer will offer the Selected Loans for sale to third parties for the best price reasonably available but in any event for an amount not less than the Adjusted Required Redemption Amount.

The **Adjusted Required Redemption Amount** means the Euro Equivalent of the Required Redemption Amount, plus or minus:

(i) any swap termination amounts payable to or by the Issuer under any Covered Bond Swap Agreement in respect of the relevant Series of Covered Bonds less (where applicable) the principal balance of any Marketable Assets and Authorised Investments (excluding all amounts to be applied on the next following Cover Pool Payment Date to pay or repay higher ranking amounts in the Pre Event of Default Priority of Payments and those amounts that are required to repay any Series of Covered Bonds which mature prior to or on the same date as the relevant Series of Covered Bonds); and plus or minus;

(ii) any swap termination amounts payable to or by the Issuer under any Interest Rate Swap Agreement or any FX Swap Agreement in respect of the relevant Series of Covered Bonds.

Following the occurrence of an Issuer Event, if the Selected Loans have not been sold (in whole or in part) in an amount equal to the Adjusted Required Redemption Amount by the date which is six months prior to, as applicable, if the Earliest Maturing Covered Bonds are not subject to an Extended Final Maturity Date in accordance with the relevant Final Terms, the Final Maturity Date of the Earliest Maturing Covered Bonds or, if the Earliest Maturing Covered Bonds are subject to an Extended Final Maturity Date in accordance with the relevant Final Terms, the Extended Final Maturity Date in respect of the Earliest Maturing Covered Bonds, then the Servicer will offer the Selected Loans for sale for the best price reasonably available notwithstanding that such amount may be less than the Adjusted Required Redemption Amount.

Following the occurrence of an Issuer Event, in addition to offering Selected Loans for sale to third-party purchasers in respect of the Earliest Maturing Covered Bonds, the Servicer (subject to the rights of pre-emption enjoyed by the Issuer) is permitted to offer for sale a portfolio of Selected Loans, in accordance with the provisions summarised above, in respect of other Series of Covered Bonds.

The Servicer will appoint through a tender process a portfolio manager of recognised standing on a basis intended to incentivise the portfolio manager to achieve the best price for the sale of the Selected Loans (if such terms are commercially available in the market) and to advise it in relation to the sale of the Selected Loans to third-party purchasers (except where the Issuer exercises its right of pre-emption).

In respect of any sale of Selected Loans and their Related Security following the occurrence of an Issuer Event, the Servicer will instruct the portfolio manager to use all reasonable endeavours to procure that Selected Loans are sold as quickly as reasonably practicable (in accordance with the recommendations of the portfolio manager) taking into account the market conditions at that time and, where relevant, the scheduled repayment dates of the Covered Bonds and the terms of the Servicing and Cash Management Deed.

The Trustee, or its authorised attorney, will not be required to release the Selected Loans and their Related Security from the Registration Statement unless the conditions for the release of such Security under applicable law (other than the Statutory Pledge) are satisfied.

Following the occurrence of an Issuer Event, if third parties accept the offer or offers from the Servicer so that some or all of the Selected Loans shall be sold prior to the Final Maturity Date of the Earliest Maturing Covered Bonds or, if the Earliest Maturing Covered Bonds are subject to an Extended Final Maturity Date in accordance with the relevant Final Terms, the Extended Final Maturity Date in respect of the Earliest Maturing Covered Bonds, then the Servicer will, subject to the foregoing paragraph, enter into a sale and purchase agreement with the relevant third-party purchasers which will require, *inter alia*, a cash payment from the relevant third party purchasers. Any such sale will not include any representations and warranties from the Servicer or the Issuer in respect of the Loans and their Related Security unless expressly agreed by the Servicer. Any Sale Proceeds received from the sale of the Selected Loans and their Related Security will be applied by the Servicer on the next following Cover Pool Payment Date as Covered Bonds Available Funds.

Amendment to definitions

Under the Servicing and Cash Management Deed, the parties have agreed that the definitions of Individual Eligibility Criteria, Cover Pool, Cover Pool Asset, Statutory Test and Amortisation Test may be amended by the Issuer from time to time as a consequence of, *inter alia*, including in the Cover Pool, Cover Pool Assets which have characteristics other than those pertaining to the Initial Assets and/or changes to the hedging policies or servicing and collection procedures of Eurobank.

Any such amendment may be effected provided that the Rating Agency confirms in writing to the Issuer that the then current ratings of any outstanding Series of Covered Bonds is not negatively affected as a result thereof.

Authorised Investments

Prior to an Issuer Event, the Servicer may, in its discretion, invest sums in Authorised Investments.

Authorised Investments means each of:

(a) euro or CHF denominated demand or time deposits, certificates of deposit, long term debt obligations and short-term debt obligations (including commercial paper) provided that in all cases such investments are rated at least P-3 by the Rating Agency, have a remaining period to maturity of 30 days or less and mature on or before the next following Cover Pool Payment Date and the short-term, unsecured, unguaranteed and unsubordinated debt obligations of the issuing or guaranteeing entity or the entity with which the demand or time deposits are made are rated at least P-3 by the Rating Agency; and

(b) euro or CHF denominated government and public securities or money market funds, provided that such investments have a remaining period to maturity of 30 days or less and mature on or before the next following Cover Pool Payment Date and which are rated Baa3 by the Rating Agency, provided that such Authorised Investments satisfy the requirements for eligible assets that can collateralise covered bonds under paragraph I.2(a) of the Secondary Covered Bond Legislation.

Collection Accounts

Prior to the occurrence of an Issuer Event, Eurobank will deposit within three Athens Business Day of receipt, all collections of interest, principal and any other monies it receives on the Cover Pool Assets (excluding any Subsidy Payments) and all moneys received from Marketable Assets and Authorised Investments, if any, included in the Cover Pool into, in respect of amounts denominated in Swiss francs, a segregated Swiss franc denominated account maintained at Eurobank (the **CHF Collection Account**) and, in respect of amounts denominated in euro, a segregated euro denominated account maintained at Eurobank (the **EUR Collection Account** and together with the CHF Collection Account, **the Collection Accounts**). Eurobank will not commingle any of its own funds and general assets with amounts standing to the credit of the Collection Accounts. For the avoidance of doubt, any cash amounts standing to the credit of the Collection Accounts shall not comprise part of the Cover Pool for purposes of the Statutory Tests.

All amounts deposited in, and standing to the credit of, the Collection Accounts shall constitute segregated property distinct from all other property of Eurobank pursuant to paragraph 9 of Article 152 and by virtue of an analogous application of paragraphs 14 through 16 of Article 10 of Greek Law 3156/2003.

Prior to a reduction in the long-term unsecured, unsubordinated and unguaranteed credit rating of Eurobank to or below the Minimum Credit Rating (such occurrence, a **Segregation Event**), Eurobank will be entitled to draw sums from time to time standing to the credit of the Collection Accounts in addition to any funds available to it for any purpose including to make payments on the Covered Bonds.

Following the occurrence of a Segregation Event, but prior to the occurrence of an Issuer Event, (i) all amounts deposited shall remain in the Collection Account for the benefit of the holders of the Covered Bonds and the other Secured Creditors and (ii) Eurobank shall only be entitled to withdraw Excess Amounts from the Collection Account.

Excess Amounts means, on any Athens Business Day, the amount (if any) standing to the credit of the Collection Account that is in excess of the amount required to make all payments due by the Issuer in connection with any Covered Bonds issued under the Programme on the immediately following Cover Pool Payment Date.

If Eurobank's rating(s) are reinstated above the level at which a Segregation Event occurs and so long as no Issuer Event has occurred and is continuing, then Eurobank will be entitled to draw sums standing to the credit of the Collection Accounts and make payments on the Covered Bonds using any funds available to it.

Subsidy Payments means the aggregate of all amounts, which for the avoidance of doubt shall only be denominated in euro, actually received from the OAED, the Greek State and any other Greek State owned entity representing the Subsidised Interest Amounts in respect of the Subsidised Loans comprised in the Cover Pool.

Transaction Accounts

On or about the Programme Closing Date, a segregated Swiss franc denominated account was established with the Account Bank (the **CHF Transaction Account**) and a segregated euro denominated account established with the Account Bank (the **EUR Transaction Account** and together with the CHF Transaction Account, the **Transaction Accounts**). Prior to the occurrence of a Segregation Event or an Issuer Event, Eurobank will be entitled to withdraw amounts from time to time standing to the credit of the Transaction Accounts, if any, that are in excess of the sum of (i) any cash amounts required to satisfy the Statutory Tests and (ii) the Reserve Fund Required Amount. Following the occurrence of a Segregation Event, Eurobank shall no longer be entitled to withdraw moneys from the Transaction Accounts other than for purposes of making payments in accordance with the Pre-Event of Default Priority of Payments. If Eurobank rating(s) are reinstated above the level at which a Segregation Event occurs, and so long as no Issuer Event has occurred, then Eurobank will be entitled from time to time to withdraw amounts standing to the credit of any of the Transaction Accounts equal to the amounts standing to the credit of such Transaction Account which are in excess of the sum of (i) any cash amounts required to satisfy the Statutory Tests and (ii) the Reserve Fund Required Amount.

Within two Athens Business Days of the occurrence of an Issuer Event, the Issuer shall transfer all amounts it has received in respect of any Cover Pool Assets (including any Subsidy Payments) to the CHF Transaction Account or the EUR Transaction Account (as appropriate).

Following an Issuer Event which is continuing, the Servicer (and the Issuer to the extent that Eurobank is no longer the Servicer) shall procure that (i) payments in respect of the Cover Pool Assets (excluding any Subsidy Payments) are directed into a Swiss franc denominated bank account opened in the name of the Issuer with a Greek credit institution or a Greek branch of a foreign credit institution which is an Eligible Institution (the **CHF Third Party Collection Account)** or a euro denominated bank account opened in the name of the Issuer with a Greek credit institution or a Greek branch of a foreign credit institution which is an Eligible Institution (the **EUR Third Party Collection Account**) (as appropriate) and that all such amounts are transferred into the CHF Transaction Account or the EUR Transaction Account (as appropriate) within 1 Athens Business Day of receipt and provide any requisite notices to procure that this occurs; and (ii) that all Euro denominated Subsidy Payments received from the OAED and/or the Greek State and/or any other Greek State owned entity in respect of any Subsidised Loans are deducted from the applicable Subsidy Bank Account and paid into the EUR Transaction Account within 1 Athens Business Day of receipt and provide any requisite notices to procure that this occurs.

In respect of amounts transferred daily from the CHF Third Party Collection Account to the CHF Transaction Account, such amounts (with the exception of such CHF amounts which are used to make payments under any CHF denominated Covered Bonds or other liabilities secured by the Cover Pool and denominated in CHF, outstanding from time to time) shall be exchanged with the relevant Hedging Provider on the relevant payment date, when the euro amounts received under the Hedging Agreements shall be transferred henceforth to the EUR Transaction Account. Following an Issuer Event the Transaction Accounts will be used for the crediting of, *inter alia*, moneys received in respect of the Cover Pool Assets included in the Cover Pool or to effect a payment in respect of the Covered Bonds.

Reserve Ledger

On or prior to 26 February 2016, the Servicer will establish a ledger on the EUR Transaction Account to be called the **Reserve Ledger**.

On each Calculation Date from and including the Calculation Date immediately following the establishment of the Reserve Ledger, the Servicer will deposit the Reserve Ledger Required Amount into the EUR Transaction Account (with a corresponding credit to the Reserve Ledger).

On each Cover Pool Payment Date, the Servicer shall debit an amount equal to the Reserve Ledger Withdrawal Amount and apply such funds as Covered Bonds Available Funds.

On each Cover Pool Payment Date, the Servicer shall deposit an amount equal to the Reserve Ledger Required Amount into the EUR Transaction Account (with a corresponding credit to the Reserve Ledger).

The Servicer shall invest all amounts standing to the credit of the Reserve Ledger in Authorised Investments.

Reserve Ledger Required Amount means an amount calculated as at each Calculation Date equal to the amount that will be required to be paid by the Issuer in respect of the Covered Bonds in respect of interest (in respect of those Covered Bonds where there is no Hedging Agreement in place) and all amounts to be paid to a Covered Bond Swap Provider (in respect of those Covered Bonds where there is a Hedging Agreement in place) (other than any principal exchange amounts) and all amounts paid to the other Secured Creditors for the immediately following 6 month period from and including the Cover Pool Payment Date to which such Calculation Date relates;

Reserve Ledger Withdrawal Amount means on each Cover Pool Payment Date, an amount drawn from the Reserve Ledger to be applied as Covered Bonds Available Funds to the extent such amount is required to satisfy any payments required to be made by the Issuer under items (a) to (e) of the Pre-Event of Default Priority of Payments;

Law and Jurisdiction

The Servicing and Cash Management Deed is governed by English law.

Asset Monitor Agreement

The Asset Monitor has agreed, subject to due receipt of the information to be provided by the Servicer to the Asset Monitor, to conduct tests in respect of the arithmetical accuracy of the calculations performed by the Servicer, prior to service of a Notice of Default, on the Applicable Calculation Date immediately prior to each anniversary of the Programme Closing Date with a view to confirmation of compliance by the Issuer with the Statutory Tests or the Amortisation Test, as applicable, on that Applicable Calculation Date. If and for so long as the long-term ratings of the Issuer or the Servicer are below Baa3 (by the Rating Agency) or following the occurrence of an Issuer Event, the Asset Monitor will, subject to receipt of the relevant information from the Servicer within the agreed timeframe, be required to conduct such tests following each Applicable Calculation Date.

Following a determination by the Asset Monitor of any errors in the arithmetical accuracy of the calculations performed by the Servicer such that the Statutory Tests have failed on the Applicable Calculation Date (where the Servicer had recorded it as being satisfied), or the Nominal Value or the Net Present Value is mis-stated by an amount exceeding two per cent of the Nominal Value (as at the date of the relevant Nominal Value Test or the relevant Amortisation Test), the Asset Monitor will be required to conduct such tests following each Applicable Calculation Date for a period of six months thereafter.

The Asset Monitor is entitled to assume that all information provided to it by the Servicer for the purpose of conducting such tests is true and correct and not misleading, and is not required to conduct a test or otherwise take steps to verify the accuracy of any such information. The Asset Monitor will deliver a report (the **Asset Monitor Report**) to the Servicer, the Issuer and, if so requested, to the Trustee.

The Issuer or the Servicer will ensure that a copy of the Asset Monitor Report is sent to the Bank of Greece for the purposes of the Greek Covered Bond Legislation at least once per annum or as otherwise required by the Bank of Greece from time to time.

Following the Programme Closing Date, the Issuer or the Servicer, as applicable, will pay to the Asset Monitor a fee for the tests to be performed by the Asset Monitor.

The Issuer (or after the occurrence of an Issuer Event, the Servicer) may, at any time, but subject to the prior written consent of the Trustee, terminate the appointment of the Asset Monitor by giving at least 30 days' prior written notice to the Asset Monitor, provided that such termination may not be effected unless and until a replacement asset monitor has been found by the Issuer (or after the occurrence of an Issuer Event, the Servicer) (such replacement to be approved by the Trustee (such approval to be given if the replacement is an accountancy firm of international standing)) which agrees to perform the duties of the Asset Monitor set out in the Asset Monitor Agreement (or substantially similar duties).

The Asset Monitor may, at any time, resign by giving at least 30 days' prior written notice to the Issuer and the Trustee (copied to the Rating Agency), and may resign by giving immediate notice in the event of a professional conflict of interest caused by the action of any recipient of its reports.

Upon the Asset Monitor giving 30 days' prior written notice of resignation, the Issuer (or following the occurrence of an Issuer Event, the Servicer) shall immediately use all reasonable endeavours to appoint a replacement (such replacement to be approved by the Trustee (such approval to be given if the replacement is an accountancy firm of international standing)) which agrees to perform the duties of the Asset Monitor set out in the Asset Monitor Agreement. If a replacement is not appointed by the date which is 30 days prior to the date when tests are to be carried out in accordance with the terms of the Asset Monitor Agreement, then the Issuer (or following the occurrence of an Issuer Event, the Servicer) shall use all reasonable endeavours to appoint an accountancy firm of national standing to carry out the relevant tests on a one-off basis, provided that such appointment is approved by the Trustee.

The Trustee will not be obliged to act as Asset Monitor in any circumstances.

Law and Jurisdiction

The Asset Monitor Agreement is governed by English law.

Trust Deed

The Trust Deed, originally made between the Issuer and the Trustee on the Programme Closing Date appoints the Trustee to act as the Covered Bondholders' representative. As such, the Trustee will act as a representative in accordance with paragraph 2 of Article 91. The Trust Deed contains provisions relating to, *inter alia*:

(a) the constitution of the Covered Bonds and the terms and conditions of the Covered Bonds (as more fully set out under Terms and Conditions of the Covered Bonds above);

(b) the covenants of the Issuer;

(c) the enforcement procedures relating to the Covered Bonds; and

(d) the appointment powers and responsibilities of the Trustee and the circumstances in which the Trustee may resign or be removed.

Law and Jurisdiction

The Trust Deed is governed by English law.

Agency Agreement

Under the terms of an Agency Agreement originally entered into on the Programme Closing Date between the Issuer, the Trustee, the Principal Paying Agent (together with any paying agent appointed from time to time under the Agency Agreement, the **Paying Agents**) and the Registrar (the **Agency Agreement**), the Paying Agents have agreed to provide the Issuer with certain agency services and have agreed, *inter alia*, to make available for inspection such documents as may be required from time to time by the rules of the Luxembourg Stock Exchange and to arrange for the publication of any notices to be given to the Covered Bondholders.

For the purposes of Condition 5.2(b)(ii) of the Terms and Conditions, the Agency Agreement provides that if the Relevant Screen Page is not available or if, no offered quotation appears or if fewer than three offered quotations appear, in each case as at 11.00 a.m. in the Relevant Financial Centre or such other time as is specified in the Final Terms (the **Specified Time**)), the Issuer shall request three Reference Banks to provide the Principal Paying Agent or the Calculation Agent, as applicable, with its offered quotation (expressed as a percentage rate per annum) for the reference rate at approximately the Specified Time on the Interest Determination Date in question. If two or three of the Reference Banks provide the Principal Paying Agent, or the Calculation Agent, as applicable, with offered quotations, the Rate of Interest for the Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Principal Paying Agent or the Calculation Agent, as applicable.

For the purposes of Condition 5.2(b)(ii) of the Terms and Conditions, the Agency Agreement also provides that if on any Interest Determination Date fewer than two or none of the Reference Banks provides the Principal Paying Agent or the Calculation Agent, as applicable, with an offered quotation, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Principal Paying Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Principal Paying Agent or the Calculation Agent, as applicable, by three Reference Banks in the Relevant Financial Centre (or such financial centre or centres within the euro-zone as selected by the Issuer and provided to the Principal Paying Agent or the Calculation Agent, as applicable, at approximately 11.00 a.m. (Relevant Financial Centre time (or local time at such other financial centre or centres as aforesaid)) on the first day of the relevant Interest Period in the relevant currency to leading European banks or banks in the United Kingdom at which such banks were offered, at approximately the Specified Time on the relevant Interest Determination Date, deposits in the Specified Currency for the duration of the relevant Interest Period and in an amount that is representative for a single transaction in the relevant market at the relevant time and the Reference Rate applicable to such Floating Rate Covered Bonds during each Interest Period will be the sum of the relevant Margin (if any) specified in the applicable Final terms and the rate (or, as the case may be, the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates so determined, provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Clause, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period).

Law and Jurisdiction

The Agency Agreement is governed by English law.

For the purposes of this section "Agency Agreement", any capitalised terms have the meanings given to them in the Terms and Conditions of the Covered Bonds above.

Deed of Charge

Pursuant to the terms of the Deed of Charge entered into on the Programme Closing Date by the Issuer, the Trustee and the other Secured Creditors, the Secured Obligations of the Issuer and all other obligations of the Issuer under or pursuant to the Transaction Documents to which it is a party are secured, *inter alia*, by the following security over the following property, assets and rights (the **Deed of Charge Security**):

(a) an assignment by way of first fixed security over all of the Issuer's interests, rights and entitlements under and in respect of any Transaction Document to which the Issuer is a party and all other contracts, documents, agreements and deeds to which it is, or may become, a party;

(b) a first fixed charge (which may take effect as a floating charge) over the rights and benefits of the Issuer Accounts and all amounts standing to the credit of the Issuer Accounts; and

(c) a first fixed charge (which may take effect as a floating charge) over the rights and benefits of the Issuer in respect of all Authorised Investments and Marketable Assets (to the extent governed by English law) purchased from time to time from amounts standing to the credit of any Issuer Account.

In addition, to secure its obligations under the Covered Bonds the Issuer has, pursuant to paragraph 10 of Article 91, created a pledge over the Cover Pool (which consists principally of the Issuer's interest in the Loan Assets and certain Marketable Assets). The Deed of Charge will also provide that (other than in certain limited circumstances) only the Trustee may enforce the security created under the Deed of Charge. The proceeds of any such enforcement of the Deed of Charge and paragraph 10 of Article 91 will be required to be applied in accordance with the order of priority set out in the Post Event of Default Priority of Payments.

The Trustee shall at all times be a credit institution (or an affiliated company of a credit institution) that is entitled to provide services in the European Economic Area in accordance with paragraph 2 of Article 91 (an **EEA Credit Institution**). If at any time the Trustee ceases to be an EEA Credit Institution it will notify the Issuer immediately and take all steps necessary to find a replacement Trustee that is an EEA Credit Institution.

Release of Security

In accordance with the terms of the Deed of Charge all amounts which the Servicer (on behalf of the Issuer and the Trustee or its appointee) is permitted to withdraw from the Transaction Accounts pursuant to the terms of the Deed of Charge will be released from the Deed of Charge Security. In addition, upon the Issuer or the Servicer making a disposal of an Authorised Investment or Marketable Assets (to the extent governed by English law) charged under the Deed of Charge and provided that the proceeds of such disposal are paid into the Transaction Accounts in accordance with the terms of the Servicing and Cash Management Deed, that Authorised Investment or Marketable Assets (to the extent governed by English law) will be released from the Deed of Charge Security.

At such time that all of the obligations owing by the Issuer to the Secured Creditors have been discharged in full, the Trustee will, at the cost of the Issuer, take whatever action is necessary to release the Charged Property from the Deed of Charge Security to, or to the order of, the Issuer.

Enforcement

If a Notice of Default is served on the Issuer, the Trustee shall be entitled to appoint a Receiver, and/or enforce the Deed of Charge Security constituted by the Deed of Charge, and/or take such steps as it shall deem necessary, subject in each case to being indemnified and/or secured to its satisfaction. All proceeds received by the Trustee from the enforcement of the Deed of Charge Security will be applied in accordance with the Post Event of Default Priority of Payments.

Law and Jurisdiction

The Deed of Charge is governed by English law.

Interest Rate Swap Agreement

Some of the Loan Assets in the Cover Pool will pay from time to time a variable rate of interest for a period of time that may either be linked to the standard variable rate of the Issuer (the **Issuer Standard Variable Rate**) or linked to an interest rate other than the Issuer Standard Variable Rate, such as a rate that tracks the ECB base rate. Other Loan Assets will pay a fixed rate of interest for a period of time. However, the euro payments to be made by the Issuer under the Covered Bonds or under each of the Covered Bond Swaps may vary. To provide a hedge against the possible variance between:

(a) the rates of interest payable on the Loan Assets in the Cover Pool; and

(b) payments by the Issuer under the Covered Bonds or the Covered Bond Swaps,

the Issuer, the provider of the Interest Rate Swaps (each such provider, an **Interest Rate Swap Provider**) and the Trustee may enter into one or more interest rate swap transactions in respect of each Series of Covered Bonds under an **Interest Rate Swap Agreement** (each such transaction an **Interest Rate Swap**).

Under the terms of each Interest Rate Swap, in the event that the relevant rating of the Interest Rate Swap Provider or any guarantor of the Interest Rate Swap Provider's obligations is downgraded by the Rating Agency below the rating specified in the Interest Rate Swap Agreement (in accordance with the requirements of the Rating Agency), the Interest Rate Swap Provider may, in accordance with the Interest Rate Swap Agreement, be required to take certain remedial measures which may include providing collateral for its obligations under the Interest Rate Swaps, arranging for its obligations under the Interest Rate Swaps to be transferred to an entity with ratings required by the Rating Agency, procuring another entity with the ratings required by the Rating Agency to become co-obligor or guarantor in respect of its obligations under the Interest Rate Swaps (such guarantee to be provided in accordance with the then-current guarantee criteria of the Rating Agency), or taking such other action as it may agree with the Rating Agency. A failure to take such steps within the periods set out in the Interest Rate Swap Agreement may, subject to certain conditions, allow the Issuer to terminate the Interest Rate Swap Agreement.

The Interest Rate Swap Agreement may also be terminated in certain other circumstances, together with any other events of default and termination events set out in the Interest Rate Swap Agreement (each referred to as an **Interest Rate Swap Early Termination Event**), which may include:

- at the option of a party to the Interest Rate Swap Agreement, if there is a failure by the other party to make timely payments of any amounts due under the Interest Rate Swap Agreement; and
- at the option of the Issuer, upon the occurrence of the insolvency of the Interest Rate Swap Provider or any guarantor of the Interest Rate Swap Provider's obligations, or the merger of the Interest Rate Swap Provider without an assumption of its obligations under the Interest Rate Swap Agreement.

Upon the termination of an Interest Rate Swap pursuant to an Interest Rate Swap Early Termination Event, the Issuer or the Interest Rate Swap Provider may be liable to make a termination payment to the other in accordance with the provisions of the Interest Rate Swap Agreement. The amount of this termination payment will be calculated and made in euro. Any termination payment made by the Interest Rate Swap Provider to the Issuer in respect of an Interest Rate Swap will first be used (prior to the occurrence of an Issuer Event) to pay a replacement Interest Rate Swap Provider to enter into a replacement Interest Rate Swap with the Issuer, unless a replacement Interest Rate Swap has already been entered into on behalf of the Issuer. Any premium received by the Issuer from a replacement Interest Rate Swap Provider in respect of a replacement Interest Rate Swap will first be used to make any termination payment due and payable by the Issuer with respect to the previous Interest Rate Swap, unless such termination payment has already been made on behalf of the Issuer. Any tax credits received by the Issuer in respect of an Interest Rate Swap will first be used to reimburse the relevant Interest Rate Swap Provider for any gross-up in respect of any withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature (and wherever imposed) made under the relevant Interest Rate Swap.

If a withholding or deduction for or on account of taxes is imposed on payments made by the Interest Rate Swap Provider to the Issuer under the Interest Rate Swaps, the Interest Rate Swap Provider shall always be obliged to gross up those payments so that the amount received by the Issuer is equal to the amount which would have been received in the absence of such withholding or deduction. If a withholding or deduction for or on account of taxes is imposed on payments made by the Issuer to the Interest Rate Swap Provider under the Interest Rate Swaps, the Issuer shall not be obliged to gross up those payments.

Any tax credits or Swap Collateral Excluded Amounts will be paid to the Interest Rate Swap Provider directly and not via the Priorities of Payments.

The Interest Rate Swap Provider may transfer all its interest and obligations in and under the relevant Interest Rate Swap Agreement to a transferee with minimum ratings in line with the criteria of by the Rating Agency, without any prior written consent of the Trustee, subject to certain conditions.

The terms of an Interest Rate Swap Agreement may provide that if the Issuer is required to sell Selected Loans in the Cover Pool following the occurrence of an Issuer Event then, to the extent that such Selected Loans include Fixed Rate Loans, the Issuer may:

(a) require that the Interest Rate Swaps in connection with such Selected Loans partially terminate to the extent that such Selected Loans include Fixed Rate Loans and any breakage costs payable by or to the Issuer in connection with such termination will, following the occurrence of an Issuer Event, be taken into account in calculating the Adjusted Required Redemption Amount for the sale of the Selected Loans; or

(b) request that the Interest Rate Swaps in connection with such Selected Loans be partially novated to the purchaser of such Fixed Rate Loans to the extent that such Selected Loans include Fixed Rate Loans, such that each purchaser of Selected Loans will thereby become party to a separate interest rate swap transaction with the Interest Rate Swap Provider.

Law and Jurisdiction

Each Interest Rate Swap Agreement (and each Interest Rate Swap thereunder) will be governed by English law.

Covered Bond Swap Agreements

The Issuer may enter into one or more covered bond swap transactions with one or more Covered Bond Swap Providers and the Trustee in respect of each Series of Covered Bonds (each such transaction a **Covered Bond Swap**). Each Covered Bond Swap may be either a Forward Starting Covered Bond Swap or a Non-Forward Starting Covered Bond Swap and each will constitute the sole transaction under a single **Covered Bond Swap Agreement** (such Covered Bond Swap Agreements, together, the **Covered Bond Swap Agreements**).

Each Forward Starting Covered Bond Swap will provide a hedge (after the occurrence of an Issuer Event) against certain interest rate, currency and/or other risks in respect of amounts received by the Issuer in respect of the Loans and any relevant Interest Rate Swaps and FX Swaps and amounts payable by the Issuer in respect of the Covered Bonds (**Forward Starting Covered Bond Swap**).

Each Non-Forward Starting Covered Bond Swap will provide a hedge against certain interest rate, currency and/or other risks in respect of amounts received by the Issuer in respect of the Loans and any relevant Interest Rate Swaps and FX Swaps and amounts payable by the Issuer in respect of the Covered Bonds (**Non-Forward Starting Covered Bond Swap**).

Where required to hedge such risks, there may be one (or more) Covered Bond Swap Agreement(s) and Covered Bond Swap(s) in relation to each Series or Tranche, as applicable, of Covered Bonds (such Covered Bond Swap Agreements, together, the **Covered Bond Swap Agreements**).

Under the Forward Starting Covered Bond Swaps, the Covered Bond Swap Provider will pay to the Issuer on each Interest Payment Date, after the occurrence of an Issuer Event, an amount equal to the relevant portion of the amounts that are payable by the Issuer in respect of interest and principal payable in respect of the relevant Series or Tranche of Covered Bonds. In return, the Issuer (or the Servicer on its behalf) will periodically pay to the Covered Bond Swap Provider an amount in euro calculated by reference to the relevant Euro rate plus a spread and, where relevant, the Euro Equivalent of the relevant portion of any principal due to be repaid in respect of the relevant Series or Tranche of Covered Bonds.

Under the Non-Forward Starting Covered Bond Swaps on the relevant Issue Date, the Issuer (or the Servicer on its behalf) will, if the Covered Bonds are denominated in a currency other than euro, pay to the Covered Bond Swap Provider an amount equal to the relevant portion of the amount received by the Issuer in respect of the aggregate nominal amount of such Series or Tranche, as applicable, of Covered Bonds and in return the Covered Bond Swap Provider will pay to the Issuer the Euro Equivalent of the first-mentioned amount. Thereafter, and where the Covered Bonds are denominated in euro, the Covered Bond Swap Provider will pay to the Issuer on each Interest Payment Date an amount equal to the relevant portion of the amounts that are payable by the Issuer in respect of interest and principal payable under the relevant Series or Tranche of Covered Bonds. In return, the Issuer (or the Servicer on its behalf) will periodically pay to the Covered Bond Swap Provider an amount in euros calculated by reference to the relevant Interest Rate plus a spread and, where relevant, the Euro Equivalent of the relevant portion of any principal due to be repaid in respect of the relevant Series or Tranche of Covered Bonds.

Under the terms of each Forward Starting Covered Bond Swap and each Non-Forward Starting Covered Bond Swap, in the event that the relevant rating of the Covered Bond Swap Provider or any guarantor of the Covered Bond Swap Provider's obligations is downgraded by the Rating Agency below the rating specified in the relevant Covered Bond Swap Agreement (in accordance with the requirements of the Rating Agency), the Covered Bond Swap Provider may, in accordance with the relevant Covered Bond Swap Agreement, be required to take certain remedial measures which may include providing collateral for its obligations under the Covered Bond Swap, arranging for its obligations under the Covered Bond Swap to be transferred to an entity with the ratings required by the Rating Agency, procuring another entity with the ratings required by the Rating Agency to become co-obligor or guarantor in respect of its obligations under the Covered Bond Swap Agreement (such guarantee to be provided in accordance with the then-current guarantee criteria of the Rating Agency), or taking such other action as it may agree with the Rating Agency. In addition, if the net exposure of the Issuer against the Covered Bond Swap Provider under the relevant Covered Bond Swap exceeds the threshold specified in the relevant Covered Bond Swap Agreement, the Covered Bond Swap Provider may be required to provide collateral for its obligations. A failure to take such steps within the time periods set out in the Covered Bond Swap Agreement may, subject to certain conditions, allow the Issuer to terminate the Covered Bond Swap.

A Covered Bond Swap Agreement may also be terminated in certain other circumstances, together with any other events of default and termination events set out in the relevant Covered Bond Swap Agreement (each referred to as a **Covered Bond Swap Early Termination Event**), which may include:

(a) at the option of a party to the Covered Bond Swap Agreement, if there is a failure by the other party to make timely payments of any amounts due under such Covered Bond Swap Agreement; and

(b) at the option of the Issuer, upon the occurrence of an insolvency of the Covered Bond Swap Provider or any guarantor of the Covered Bond Swap Provider's obligations, or the merger of the Covered Bond Swap Provider without an assumption of its obligations under the relevant Covered Bond Swap Agreement.

Upon the termination of a Covered Bond Swap, the Issuer or the Covered Bond Swap Provider may be liable to make a termination payment to the other in accordance with the provisions of the relevant Covered Bond Swap Agreement. The amount of this termination payment will be calculated and made in euro. Any termination payment made by the Covered Bond Swap Provider to the Issuer in respect of a Covered Bond Swap will first be used (prior to the occurrence of an Issuer Event) to pay a replacement Covered Bond Swap Provider to enter into a replacement Covered Bond Swap with the Issuer, unless a replacement Covered Bond Swap has already been entered into on behalf of the Issuer. Any premium received by the Issuer from a replacement Covered Bond Swap Provider in respect of a replacement Covered Bond Swap will first be used to make any termination payment due and payable by the Issuer with respect to the previous Covered Bond Swap, unless such termination payment has already been made on behalf of the Issuer. Any tax credits received by the Issuer in respect of a Covered Bond Swap will first be used to reimburse the relevant Covered Bond Swap Provider for any gross-up in respect of any withholding or deduction for or on account of any present or future taxes. Duties, assessments or governmental charges of whatever nature (and wherever imposed) made under the relevant Covered Bond Swap.

Any tax credits or Swap Collateral Excluded Amounts will be paid to the Covered Bond Swap Provider directly and not via the Priorities of Payments.

If withholding or deduction for or on account of taxes is imposed on payments made by the Covered Bond Swap Provider to the Issuer under a Covered Bond Swap, the Covered Bond Swap Provider shall always be obliged to gross up those payments so that the amount received by the Issuer is equal to the amount which would have been received in the absence of such withholding or deduction. If withholding or deduction for or on account of taxes is imposed on payments made by the Issuer to the Covered Bond Swap Provider under a Covered Bond Swap, the Issuer shall not be obliged to gross up those payments.

The Covered Bond Swap Provider may transfer all its interest and obligations in and under the relevant Covered Bond Swap Agreement to a transferee with minimum ratings in line with the criteria of the Rating Agency, without any prior written consent of the Trustee, subject to certain conditions.

In the event that the Covered Bonds are redeemed and/or cancelled in accordance with the Terms and Conditions, the Covered Bond Swap(s) in connection with such Covered Bonds will terminate or partially terminate, as the case may be. Any breakage costs payable by or to the Issuer in connection with such termination may be taken into account in calculating:

(a) the Adjusted Required Redemption Amount for the sale of Selected Loans; and

(b) the purchase price to be paid for any Covered Bonds purchased by the Issuer in accordance with Condition 7.7 (*Purchases*).

Law and Jurisdiction

Each Covered Bond Swap Agreement (and each Covered Bond Swap thereunder) will be governed by English law.

FX Swap Agreements

Some of the Loan Assets in the Cover Pool may be denominated in a currency other than euro and will either pay a variable rate of interest for a period of time that may either be linked to a specified interest rate, or a rate that tracks a specific base rate or will pay a fixed rate of interest for a period of time. As noted above, the Issuer will make payments to each Covered Bond Swap Provider in euro. To provide a hedge against the possible variance between:

(a) the currency of the relevant Loan Assets and the rates of interest payable on such Loan Assets in the Cover Pool; and

(b) the euro payments to be made by the Issuer under the Covered Bond Swaps,

the Issuer, the provider of the fx swap (each such provider, an **FX Swap Provider**) and the Trustee may enter into one or more fx swap transactions in respect of the Loans in the Cover Pool which are denominated in a currency other than euro under one or more FX swap agreements (each, an **FX Swap Agreement** and each such transaction an **FX Swap**).

Under the terms of each FX Swap, in the event that the relevant rating of the FX Swap Provider or any guarantor of the FX Swap Provider's obligations is downgraded by a Rating Agency below the rating specified in the FX Swap Agreement (in accordance with the requirements of the Rating Agency) for the FX Swap Provider or any guarantor of the FX Swap Provider's obligations, the FX Swap Provider may, in accordance with the FX Swap Agreement, be required to take certain remedial measures which may include providing collateral for its obligations in respect of the FX Swaps, arranging for its obligations under the FX Swaps to be transferred to an entity with ratings required by the relevant Rating Agency, procuring another entity with the ratings required by the relevant Rating Agency to become co-obligor or guarantor in respect of its obligations under the FX Swaps (such guarantee to be provided in accordance with then current guarantee criteria of the Rating Agency), or taking such other action as it may agree with the relevant Rating Agency. A failure to take such steps within the periods set out in the FX Swap Agreement may, subject to certain conditions, allow the Issuer to terminate the FX Swap Agreement.

The FX Swap Agreement may also be terminated in certain other circumstances, together with any other events of default and termination events set out in the FX Swap Agreement (each referred to as an **FX Swap Early Termination Event**), which may include:

- at the option of a party to the FX Swap Agreement, if there is a failure by the other party to make timely payments of any amounts due under the FX Swap Agreement; and
- at the option of the Issuer, upon the occurrence of the insolvency of the FX Swap Provider or any guarantor of the FX Swap Provider's obligations, or the merger of the FX Swap Provider without an assumption of its obligations under the FX Swap Agreement.

Upon the termination of a FX Swap pursuant to an FX Swap Early Termination Event, the Issuer or the FX Swap Provider may be liable to make a termination payment to the other in accordance with the provisions of the FX Swap Agreement. The amount of this termination payment will be calculated and made in euro. Any termination payment made by the FX Swap Provider to the Issuer in respect of an FX Swap will first be used (prior to the occurrence of an Issuer Event) to pay a replacement FX Swap Provider to enter into a replacement FX Swap with the Issuer, unless a replacement FX Swap has already been entered into on behalf of the Issuer. Any premium received by the Issuer from a replacement FX Swap Provider in respect of a replacement FX Swap will first be used to make any termination payment due and payable by the Issuer with respect to the previous FX Swap, unless such termination payment has already been made on behalf of the Issuer. Any tax credits received by the Issuer in respect of a FX Swap will first be used to reimburse the relevant FX Swap Provider for any gross-up in respect of any withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature (and wherever imposed) made under the relevant FX Swap.

If a withholding or deduction for or on account of taxes is imposed on payments made by the FX Swap Provider to the Issuer under the FX Swaps, the FX Swap Provider shall always be obliged to gross-up those payments so that the amount received by the Issuer is equal to the amount which would have been received in the absence of such withholding or deduction. If a withholding or deduction for or on account of taxes is imposed on payments made by the Issuer to the FX Swap Provider under the FX Swaps, the Issuer shall not be obliged to gross-up those payments.

The FX Swap Provider may transfer all its interest and obligations in and under the relevant FX Swap Agreement to a transferee with the minimum ratings in line with the criteria of the Rating Agency, without any prior written consent of the Trustee, subject to certain conditions.

Any tax credits or Swap Collateral Excluded Amounts will be paid to the FX Swap Provider directly and not via the Priorities of Payments.

The FX Swap Provider may transfer all its interest and obligations in and under the relevant FX Swap Agreement to a transferee with minimum ratings in line with the criteria of the Rating Agency, without any prior written consent of the Trustee, subject to certain conditions. The terms of an FX Swap Agreement may provide that if the Issuer is required to sell Selected Loans in the Cover Pool following the occurrence of an Issuer Event then, to the extent that such Selected Loans include Fixed Rate Loans, the Issuer may:

(a) require that the FX Swaps in connection with such Selected Loans partially terminate to the extent that such Selected Loans include Fixed Rate Loans and any breakage costs payable by or to the Issuer in connection with such termination will, following the occurrence of an Issuer Event, be taken into account in calculating the Adjusted Required Redemption Amount for the sale of the Selected Loans; or

(b) request that the FX Swaps in connection with such Selected Loans be partially novated to the purchaser of such Fixed Rate Loans to the extent that such Selected Loans include Fixed Rate

Loans, such that each purchaser of Selected Loans will thereby become party to a separate FX Swap transaction with the FX Swap Provider.

Law and Jurisdiction

Each FX Swap Agreement (and each FX Swap thereunder) will be governed by English law.

Bank Account Agreement

Pursuant to the terms of the Bank Account Agreement originally entered into on the Programme Closing Date between the Account Bank, the Issuer, the Servicer and the Trustee, the Servicer will maintain with the Account Bank the Cash Bank Accounts, which will be operated in accordance with the Servicing and Cash Management Deed and the Deed of Charge.

If the long-term or short-term issuer default ratings of the Account Bank cease to satisfy the requirements of an Eligible Institution (or such other ratings that may be agreed between the parties to this Agreement and the Rating Agency from time to time) and the Account Bank does not, within 30 calendar days of such occurrence, obtain an unconditional and unlimited guarantee of its obligations under this Agreement from a financial institution satisfying the requirements of an Eligible Institution (provided that the Rating Agency has provided confirmation in writing that the ratings on the Covered Bonds would not be adversely affected thereby), then:

- the Bank Account Agreement will be terminated in respect of the Account Bank; and
- the Cash Bank Accounts will be closed and all amounts standing to the credit thereof shall be transferred to accounts held with a bank satisfying the requirements of an Eligible Institution (provided that the Rating Agency has provided confirmation in writing that the ratings on the Covered Bonds would not be adversely affected thereby).

The costs arising from any remedial action taken by the Account Bank, following its failure to satisfy the requirements of an Eligible Institution (or such other ratings that may be agreed between the parties to this Agreement and the Rating Agency from time to time) shall be borne by the Account Bank.

The Bank Account Agreement is governed by English law.

Custody Agreement

The Issuer will enter into a Custody Agreement on or about the Programme Closing Date with the Servicer, the Trustee and the Custodian, under which collateral in the form of securities by a Hedging Counterparty under a Hedging Agreement will be transferred into and held in a Swap Securities Collateral Account held with the Custodian, and which will be operated in accordance with the Servicing and Cash Management Deed and the Deed of Charge.

The Custody Agreement is governed by English law.

Issuer-ICSDs Agreement

The Issuer will enter into an Issuer-ICSDs Agreement with Euroclear Bank S.A./N.V. and Clearstream Banking SA (the **ICSDs**) in respect of any Covered Bonds issued in NGCB form. The Issuer-ICSDs Agreement provides that the ICSDs will, in respect of any such NGCBs, maintain their respective portion of the issue outstanding amount through their records.

The Issuer-ICSDs Agreement is governed by English law.

TAXATION

Greece

The following summary describes certain Greek taxation consequences of the purchase, ownership and disposal of Covered Bonds, is of a general nature and is based on the provisions of tax laws currently in force in Greece. The summary below does not constitute a complete analysis of all the possible tax considerations that may be relevant to your decision to purchase, own or dispose of the Covered Bonds and therefore, potential investors should consult their own tax advisers as to the tax consequences of such purchase, ownership and disposal. This summary is based on current Greek tax legislation and administrative practice of the Greek tax Authorities, without taking into account any developments or amendments thereof after the date hereof whether or not such developments or amendments have retroactive effect.

Income Tax

Pursuant to article 69 par. 9 Greek Law 3746/2009, interest payments made as of January 1, 2020 in respect of covered bonds issued under article 152 of Greek Law 4261/2014, as is the case with Covered Bonds, have the same tax treatment with interest in respect of bonds issued by the Hellenic Republic. Further to this, according to article 37 par. 2 of Greek Law 4172/2013 (the **Income Tax Code**), interest earned by individuals as of January 1, 2014 from bond loans issued by the Hellenic Republic is exempt from income tax. Moreover, according to article 37 par. 5 of the Income Tax Code, interest earned by individuals who are not Greek tax residents in respect of corporate bonds listed on a trading venue within the E.U. pursuant to the provisions of article 4 of Greek Law 4514/2018 is exempt from income tax where the relevant interest payments are made as of January 1, 2020 whereas according to article 64 par. 9 of the Income Tax Code, interest from such bonds as well as interest from Greek government bonds earned by legal persons, individuals and legal entities that are not Greek tax residents and do not have a permanent establishment in Greece to which the relevant income would be attributable, are exempt from any withholding tax. It should be noted that in order to benefit from the interest payment exception of article 64 par. 9 of the Income Tax Code, the foreign legal persons and legal entities that do not have a permanent establishment in Greece should submit to the financial or credit institutions a certificate from the competent foreign authorities certifying the registered seat of such foreign legal persons or legal entities or their articles of association (provision 17 of the circular of the Minister of Finance no. 1042/26.01.2015).

Based on the above, pursuant to the Income Tax Code, as in force, interest payments made to Covered Bondholders (individuals that are Greek or non-Greek tax residents) and legal persons or legal entities who neither reside nor maintain a permanent establishment in Greece for Greek law tax purposes to which interest on the Covered Bonds would be attributable, subject to the submission of relevant documentation evidencing their tax residence, will not be subject to Greek withholding income tax.

In addition, Covered Bondholders who are legal persons or legal entities and either reside or maintain a permanent establishment in Greece for Greek tax law purposes to which the interest income is attributable will be subject to Greek income tax and, if such payments are made directly to them by a paying agent or other similar agent who either resides or maintains a permanent establishment in Greece for Greek tax law purposes, will be subject to income withholding tax at a flat rate of 15 per cent creditable against their final income tax liability.

Capital gains realised from the transfer of Covered Bonds

The Greek Ministry of Finance had issued a circular clarifying that pursuant to article 14 of Greek Law 3156/2003 capital gains realized from the transfer of corporate bonds are exempted from taxation in Greece. The provisions of Greek Law 3156/2003 also apply to Covered Bonds by virtue of article 152 of Greek Law 4261/2014. If the capital gains' beneficiaries are Greek legal persons or legal entities, or foreign legal persons or legal entities which have a permanent establishment in Greece to which the capital gains are attributable, the corporate taxation is under conditions deferred up to such capital gains' distribution to the shareholders or capitalisation.

Solidarity Levy

Covered Bondholders who are individuals are subject to a tax called Solidarity Levy as regards any interest paid under the Covered Bonds and any capital gains realised from the transfer thereof. Such levy is imposed on the overall annual income in Greece, both taxable and tax exempt, at a progressive tax scale starting from 2.2 per cent, with a tax free bracket of EUR 12,000 and a top marginal rate of 10 per cent. An exemption from the Solidarity Levy applies in respect of interest and capital gains earned in the tax year 2020.

Value Added Tax

No value added tax is payable upon disposal of the Covered Bonds (pursuant to Article 22(1)(ka) of Greek Law 2859/2000).

Death Duties and Taxation on Gifts

The Covered Bonds are subject to Greek inheritance tax if the deceased holder of Covered Bonds had been resident of Greece or a Greek national.

The rates of inheritance tax vary from 0 per cent to 40 per cent, depending on the relationship between the heir and the deceased.

A gift of Covered Bonds is subject to Greek tax if the holder of the Covered Bonds (donor) is a Greek national or if the recipient thereof is a Greek national or resident.

The rates of gift tax vary from 0 per cent to 40 per cent depending on the relationship between the donor and the recipient.

Exemptions from Greek inheritance tax and Greek gift tax may apply under conditions in relation to Greek nationals residing outside Greece for a period of at least 10 consecutive years.

Stamp Duty

Pursuant to Article 14 of Greek Law 3156/2003 in conjunction with article 152 of Greek Law 4261/2014, the issuance or transfer of Covered Bonds is exempt from Greek stamp duty.

Foreign Account Tax Compliance Act

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, as amended, commonly known as **FATCA**, a **foreign financial institution** (as defined by FATCA) may be required to withhold on certain payments it makes (**foreign passthru payments**) to persons that fail to meet certain certification, reporting, or related requirements. The Issuer is a foreign financial institution for these purposes. A number of jurisdictions (including Greece) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (**IGAs**), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of FATCA provisions and IGAs to instruments such as Covered Bonds, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Covered Bonds, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as Covered Bonds, such withholding would not apply to foreign passthru payments prior to 1 January 2019 and Covered Bonds characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal income tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining foreign passthru payments are filed with the U.S. Federal Register generally would be grandfathered for purposes of FATCA withholding unless materially modified after such date (including by reason of a substitution of the Issuer). However, if additional Covered Bonds (as described under "*Terms and Conditions of the Covered Bonds – Further Issues*") that are not distinguishable from previously issued Covered Bonds are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Covered Bonds, including the Covered Bonds offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisers regarding how these rules may apply to their investment in the Covered Bonds. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Covered Bonds, no person will be required to pay additional amounts as a result of withholding.

Proposed Financial Transactions Tax for Participating Member States

On 14 February 2013, the European Commission issued proposals, including a draft Directive (the **Commission's proposal**) for a financial transaction tax (**FTT**) to be adopted in certain participating EU member states (including Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia, although Estonia has since stated that it will not participate (the **participating member states**)). If the Commission's proposal was adopted, the FTT would be a tax primarily on "financial institutions" (which would include the Issuer) in relation to "financial transactions" (which would include the conclusion or modification of derivative contracts and the purchase and sale of financial instruments).

Under the Commission's proposal, the FTT could apply in certain circumstances to persons both within and outside of the participating member states. Generally, it would apply certain dealings in Covered Bonds where at least one party is a financial institution, and at least one party is established in a participating member state. A financial institution may be, or be deemed to be, "established" in a participating member state in a broad range of circumstances, including (a) by transacting with a person established in a participating member state or (b) where the financial instrument which is subject to the financial transaction is issued in a participating member state.

It should also be noted that the FTT could be payable in relation to relevant financial transactions by investors in respect of the Covered Bonds (including secondary market transactions) if the conditions for a charge to arise are satisfied and the FTT is adopted based on the Commission's proposal. Primary market transactions referred to in Article 5(c) of Regulation EC No 1287/2006 are expected to be exempt. There is however some uncertainty in relation to the intended scope of this exemption for certain money market instruments and structured issues.

However, the FTT proposal remains subject to negotiation between participating member states. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU member states may decide to participate.

Prospective holders of the Covered Bonds are advised to seek their own professional advice in relation to the FTT.

Luxembourg Taxation

The following information is of a general nature only and is included herein solely for information purposes. It is based on the laws presently in force in Luxembourg, though it is not intended to be, nor should it be construed to be, legal or tax advice. The information contained within this section is limited to Luxembourg withholding tax issues and prospective investors in the Covered Bonds should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject.

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a withholding tax or a tax of a similar, or to any other concepts, refers to Luxembourg tax law and/or concepts only.

Withholding Tax

(a) Non-resident holders of Covered Bonds

Under Luxembourg general tax laws currently in force, there is no withholding tax on payments of principal, premium or interest made to non-resident holders of Covered Bonds, nor on accrued but unpaid interest in respect of the Covered Bonds, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the Covered Bonds held by non-resident holders of Covered Bonds.

(b) Resident holders of Covered Bonds

Under Luxembourg general tax laws currently in force and subject to the law of 23 December 2005 (as amended) (the **Law**) mentioned below, there is no withholding tax on payments of principal, premium or interest made to Luxembourg resident holders of Covered Bonds, nor on accrued but unpaid interest in respect of Covered Bonds, nor is any Luxembourg withholding tax payable upon redemption or repurchase of Covered Bonds held by Luxembourg resident holders of Covered Bonds.

Under the Law payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to an individual beneficial owner who is a resident of Luxembourg will be subject to a withholding tax of 20 per cent Such withholding tax will be in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his/her private wealth. Responsibility for the withholding of the tax will be assumed by the paying agent. Payments of interest under the Covered Bonds coming within the scope of the Law will be subject to a withholding tax at a rate of 20 per cent

SUBSCRIPTION AND SALE

Covered Bonds may be issued from time to time by the Issuer to any of the Dealer(s). The arrangements under which Covered Bonds may from time to time be agreed to be issued by the Issuer to, and subscribed by, the Dealer(s) are set out in a Programme Agreement (such Programme Agreement as may be amended and/or supplemented and or restated from time to time (the **Programme Agreement**) and made between the Issuer and the Dealer(s). Any such agreement will, *inter alia,* make provision for the form and terms and conditions of the relevant Covered Bonds, the price at which such Covered Bonds will be subscribed by the Dealer(s) and the commissions or other agreed deductibles (if any) payable or allowable by the Issuer in respect of such subscription. The Programme Agreement makes provision for the resignation or termination of appointment of existing Dealers and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Tranche of Covered Bonds. The Programme Agreement will be supplemented on or around the date of each issuance by Subscription Agreement, which will set out, *inter alia*, the relevant underwriting commitments.

United States

The Covered Bonds have not been and will not be registered under the Securities Act and the Covered Bonds may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from, or in transactions not subject to, the registration requirements of the Securities Act.

The Covered Bonds in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to U.S. persons, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the United States Internal Revenue Code of 1986 and U.S. Treasury regulations promulgated thereunder. The applicable Final Terms will identify whether C Rules or D Rules apply or whether TEFRA is not applicable.

In connection with any Covered Bonds which are offered or sold outside the United States in reliance on Regulation S (**Regulation S Covered Bonds**), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that, it has not offered and sold, and will not offer, sell or deliver such Regulation S Covered Bonds (i) as part of its distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of that Series of covered Bonds of which such Covered Bonds or a part , as determined and certified by the relevant Dealer(s), in the case of a non-syndicated issue, as Lead Manager, in the case of a syndicated issue, and except in either case in accordance with Regulation S under the Securities Act. Each Dealer has further agreed and each further Dealer appointed under the Programme will be required to agree, that it will send to each dealer to which it sells Regulation S Covered Bond during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of Regulation S within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this Paragraph have the meanings given to them by Regulation S under the Securities Act.

Until 40 days after the commencement of the offering of any Series of Covered Bonds, an offer or sale of such Covered Bonds within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Prohibition of Sales to EEA and UK Retail Investors

Unless the Final Terms in respect of any Covered Bonds specifies the "Prohibition of Sales to EEA and UK Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Covered Bonds which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area or the United Kingdom. For the purposes of this provision:

(a) the expression **retail investor** means a person who is one (or more) of the following:

(i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); or

(ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or

(iii) not a qualified investor as defined in the Prospectus Regulation ; and

(b) the expression an offer includes the communication in any form and by any means of sufficient information on the terms of the offer and the Covered Bonds to be offered so as to enable an investor to decide to purchase or subscribe to the Covered Bonds.

If the Final Terms in respect of any Covered Bonds specifies "Prohibition of Sales to EEA and UK Retail Investors" as "Not Applicable", in relation to each Member State of the European Economic Area (each, a **Relevant Member State**) and the United Kingdom, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Covered Bonds which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to the public in that Relevant Member State or the United Kingdom except that it may make an offer of such Covered Bonds to the public in that Relevant Member State or the United Kingdom:

(a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;

(b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

(c) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Covered Bonds referred to in (a) to (c) above shall require the Issuer or any Dealer to publish a base prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a base prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision:

(a) the expression an **offer of Covered Bonds to the public** in relation to any Covered Bonds in any Relevant Member State or the United Kingdom, as applicable means the communication in any form and by any means of sufficient information on the terms of the offer and the Covered Bonds to be offered so as to enable an investor to decide to purchase or subscribe the Covered Bonds; and

(b) the expression **Prospectus Regulation** means Regulation EU 2017/1129, and includes any relevant implementing measure in each Relevant Member State and the United Kingdom, as applicable.

United Kingdom

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

(a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000) received by it in connection with the issue or sale of any Covered Bonds in circumstances in which Section 21(1) of the Financial Services and Markets Act 2000 does not apply to the Issuer; and

(b) it has complied and will comply with all applicable provisions of the Financial Services and Markets Act 2000 with respect to anything done by it in relation to any Covered Bonds in, from or otherwise involving the United Kingdom.

The Hellenic Republic

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that is has complied and will comply with (i) the provisions described under the section "*Prohibition of sales to EEA and UK Retail Investors*), described above in this section and (ii) all applicable provisions of Greek Law 4706/2020, implementing into Greek law the Prospectus Regulation, as amended and in force.

Japan

The Covered Bonds have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Law No.25 of 1948, as amended; the **FIEA**) and each Dealer represented and agreed that it has not directly or indirectly, offered or sold and will not directly or indirectly, offer or sell any Covered Bonds, in Japan or to, or for the benefit of, a resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Law No. 228 of 1949, as amended)), or to others for re offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

The Grand Duchy of Luxembourg

In addition to the cases described in the European Economic Area selling restrictions in which the Dealer(s) can make an offer of Covered Bonds to the public in an EEA Member State (including the Grand Duchy of Luxembourg), the Dealer(s) can also make an offer of Covered Bonds to the public in the Grand Duchy of Luxembourg:

(a) at any time, to national and regional governments, central banks, international and supranational institutions (such as the International Monetary Fund, the European Central Bank, the European Investment Bank) and other similar international organisations;

(b) at any time, to legal entities which are authorised or regulated to operate in the financial markets (including, credit institutions, investment firms, other authorised or regulated financial institutions, undertakings for collective investment and their management companies, pension and investment funds and their management companies, insurance undertakings and commodity dealers) as well as entities not so authorised or regulated whose corporate purpose is solely to invest in securities; and

(c) at any time, to certain natural persons or small and medium sized enterprises (as defined in the Luxembourg act dated 16 July, 2019 on prospectuses for securities implementing Regulation

(EU) 2017/1129, (the **Prospectus Regulation**) into Luxembourg law) recorded in the register of natural persons or small and medium sized enterprises considered as qualified investors as held by the Commission de Surveillance du Secteur Financier as competent authority in Luxembourg in accordance with the Prospectus Regulation.

General

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will comply with (in the best of its knowledge and belief) all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Covered Bonds or possesses or distributes this Base Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Covered Bonds under the laws and regulations or directives in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer, the Trustee nor any of the other Dealers shall have any responsibility therefor.

None of the Issuer, the Trustee and the Dealers represents that Covered Bonds may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

GENERAL INFORMATION

Listing and admission to trading

Application has been made to the Luxembourg Stock Exchange to approve this document as a base prospectus. Application has also been made to the Luxembourg Stock Exchange for the Covered Bonds issued under the Programme to be admitted to trading on the Luxembourg Stock Exchange's Euro MTF market and to be listed on the official list of the Luxembourg Stock Exchange. The Luxembourg Stock Exchange's Euro MTF market is not a regulated market for the purposes of the MiFID II.

Covered Bonds may also be issued pursuant to the Programme which will not be listed on the Luxembourg Stock Exchange or any other stock exchange or which will be listed on such stock exchange or market as the Issuer and the relevant Dealer(s) may agree.

Authorisations

By a resolution of the board of directors of the Issuer on or about 24 March 2010, the Issuer resolved to establish a Programme pursuant to which the Issuer may from time to time issue Covered Bonds as set out herein. Covered Bonds up to a maximum nominal amount (calculated in accordance with Clause 3 of the Programme Agreement) from time to time outstanding of €5 billion (or its equivalent in other currencies) (subject to increase as provided in the Programme Agreement) (the **Programme Limit**) may be issued pursuant to the Programme. The maximum aggregate nominal amount of all Covered Bonds that may from time to time be outstanding under the Programme was raised to €5 billion (from €3 billion) on 25 February 2016 in accordance with the provisions of the Programme Agreement. By a resolution of the board of directors of the Issuer dated 28th January 2021 the Issuer resolved to and authorised the update the Programme and that the individuals who are authorised therein may proceed, inter alia, to any action necessary or appropriate with respect to the issuance, update and/or amendment of the Programme and the relevant Covered Bonds Series.

Litigation

Save as disclosed in note 30 on page 38 of the Issuer's Consolidated Interim Financial Statements, for the period ended 30 June 2020, neither Issuer nor any other member of its Group is involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during the period of 12 months preceding the date of this Base Prospectus which the Issuer believes may have, or have had, in such period, a significant effect on the financial position or profitability of the Issuer and its subsidiaries taken as a whole.

No significant change or no material adverse change

Save for the impact of the COVID-19 pandemic described in Eurobank Holdings Directors Report for the six months ended 30 June 2020 section headed "Response to the impact of the covid-19 crisis" and in note 2 to the Issuer's Interim Consolidated Financial Statements for the period ended 30 June 2020 there has been no material adverse change in the prospects of the Issuer since the date of its establishment on 20 March 2020 and there has been no significant change in the financial or trading performance of the Issuer since 30 June 2020.

Documents available for inspection

For the period of 12 months following the date of this Base Prospectus, copies of the following documents will, when published, be available for inspection from the registered office of the Issuer and from the specified offices of the Paying Agents or the Luxembourg Listing Agent:

(a) the constitutional documents (with an English translation thereof) of the Issuer;

(b) the reviewed condensed consolidated interim financial statements as of and for the period ended 30 September 20 (with an English translation thereof), in each case together with the audit or review reports prepared in connection therewith;

(c) the most recently published audited annual financial statements of the Issuer and the most recently published reviewed interim financial statements (if any) of the Issuer (with an English translation thereof), together with any audit or review reports prepared in connection therewith;

(d) the Programme Agreement, the Trust Deed, the Agency Agreement, the Servicing and Cash Management Deed, Asset Monitor Agreement, Deed of Charge, Bank Account Agreement, Custody Agreement, Subscription Agreement (as applicable) and Master Definitions Construction Schedule and the forms of the Global Covered Bonds, the Covered Bonds in definitive form, the Coupons and the Talons;

(e) a copy of this Base Prospectus;

(f) a copy of the relevant Demerger and hive-down documents including the CB II Master Deed of Substitution Amendment and Restatement, CB II Supplemental Deed of Charge, the CB II Custody Agreement Novation Deed,

(g) any future offering circulars, prospectuses, Final Terms (save that a Final Terms relating to a Covered Bond which is unlisted will only be available for inspection by a holder of such Covered Bond and such holder must produce evidence satisfactory to the Issuer and the Principal Paying Agent as to its holding of Covered Bonds and identity), information memoranda and supplements to this Base Prospectus and any other documents incorporated herein or therein by reference.

In addition, copies of this Base Prospectus, any supplement to the Base Prospectus, any documents incorporated by reference and each Final Terms relating to Covered Bonds which are admitted to trading on the Luxembourg Stock Exchange's Euro MTF market and admitted to trading on the official list of the Luxembourg Stock Exchange will also be available for inspection free of charge from the internet site of the Luxembourg Stock Exchange, at www.bourse.lu.

Clearing Systems

The Covered Bonds have been accepted for clearance through Euroclear and Clearstream, Luxembourg (which are the entities in charge of keeping the records). The appropriate Common Code and ISIN for each Series of Covered Bonds allocated by Euroclear and Clearstream, Luxembourg will be specified in the applicable Final Terms. If the Covered Bonds are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Final Terms.

The address of Euroclear is Euroclear Bank S.A./N.V., 1 Boulevard du Roi Albert II, B 1210 Brussels and the address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JF Kennedy, L 1855 Luxembourg.

Conditions for determining price

The price and amount of Covered Bonds to be issued under the Programme will be determined by the Issuer and each relevant Dealer at the time of issue in accordance with prevailing market conditions.

In relation to any Tranche of Fixed Rate Covered Bonds, an indication of the yield in respect of such Covered Bonds will be specified in the applicable Final Terms. The yield is calculated at the Issue Date of the Covered Bonds on the basis of the relevant Issue Price. The yield indicated will be calculated as the yield to maturity as at the Issue Date of the Covered Bonds and will not be an indication of future yield.

Independent Auditors

The auditors of Eurobank Holdings are KPMG Certified Auditors S.A. whose address is Stratigou Tombra Street 3, Aghia Paraskevi GR-15342 ("KPMG Athens"), who have audited Eurobank Holdings's consolidated financial statements, without qualification, in accordance with IFRS, for the financial years ended 31 December 2019 and 31 December 2018.

The auditors of the Issuer are KPMG Athens, who have reviewed the Bank's Interim Consolidated Financial Statements.

The Issuer will prepare financial statements in accordance with IFRS for the period 20 March 2020 to 31 December 2020, both individual and consolidated at the level of the Issuer and its consolidated subsidiaries.

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