

# EUROBANK GENERAL TERMS AND CONDITIONS

4th Edition / 1.6.2025 Filed with the Athens Notary Public Konstantinos E. Stergiou (Act No 1450/8.4.2025)

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### **CHAPTER 1: TERMS**

The following terms shall have the meaning ascribed to them as follows: 1. Cash Withdrawal/Deposit Card (Cash Card): A cash withdrawal and deposit card issued by the Bank to the Counterparty under a legal relationship, regardless of its form (physical, intangible or hybrid), which is linked to a Savings Account or a Loan Servicing Account.

- 2. Agent: The legal or voluntary agent/proxy of the Counterparty that is duly authorized to act vis-a-vis the Bank.
- 3. GTCs: The general terms and conditions that govern the Counterparty's overall transactional relationship with the Bank. For certain categories of transactions (such as, but not limited to, investment services or payment services), additional transaction terms apply which complement the GTCs and prevail over them in the event of conflicting provisions.
- 4. Transaction Bundles: Set of banking transactions or services provided by the Bank to the Counterparties for a fixed fee (transaction bundles).
- 5. Website: The entirety of the Bank's web pages on the internet at www.eurobank.gr.
- 6. Automated Payment Networks: Networks for conducting transactions through designated machines, such as Automated Teller Machines (ATM), Automated Payment Systems (APS) and any other network of automated transaction machines that the Bank has at its disposal.
- 7. Special Terms: The contractual terms governing specific transactions, services, products, networks or bundles thereof. The Special Terms supplement the General Terms and Conditions (GTCs) and prevail over them in the event of conflicting provisions.
- 8. Representative: The legal representative of the Counterparty or another person duly appointed by the Counterparty, in the case that the Counterparty is a legal entity. The Representative shall be duly authorized to act vis-à-vis the Bank.
- 9. Business (or Corporate) Card: The Card that serves the business needs of the Counterparty.
- 10. Businesses: Any natural or legal person or other legal entity in Greece or abroad, regardless of commercial or non-commercial activity, who is the beneficiary of a sum of money and accepts the Card as a means of payment.
- 11. Electronic (or Alternative) Networks: Any electronic, digital or telecommunication means, mechanism, automation, network, channel, platform or application that the Bank has at its disposal for the execution of banking transactions and/or the receipt of banking services remotely. Electronic Networks include, without limitation: Digital

Networks, Automated Payment Networks and Europhone Banking. The Electronic Networks may be expanded, revised or changed in line with technological developments, in conjunction with the Bank's policy and the requirements of the law.

- 12. Strong Customer Authentication: This refers to the enhanced authentication mechanism for the identification of the Counterparty, Agent or Representative, which requires the use of additional verification elements beyond personal identification codes. The Bank employs this mechanism to ensure the security and protection of transactions from unauthorized actions by third parties. This mechanism includes, but is not limited to, the one-time password (OTP) sent to the Counterparty through any suitable means (e.g., SMS via mobile phone or message via the Viber application), biometric features (e.g., fingerprint or facial recognition such as Face ID), confirmation via the Bank's "mobile app," and others.
- 13. Card: It is the debit, credit or prepaid card issued by the Bank to the Counterparty under the respective legal relationship, regardless of its form (physical, intangible or hybrid). The debit and credit cards are linked to a Payment Account, which is a Deposit Account in case of a debit card, and a Credit Account in case of a credit card. The prepaid card holds monetary value without being linked to a Payment Account. The terms of the General Terms and Conditions (GTCs) relating to the Card also apply to the Business Card unless otherwise specified for the latter.
- 14. Cardholder: The natural person using the Card or where applicable the Cash Card in their capacity as the Agent or Representative of the Counterparty.
- 15. Account (or Deposit Account): The following types of Deposit Accounts are referenced in the provisions of the General Terms and Conditions (GTCs), depending on the subject matter:
- "Savings Account": a Deposit Account, either term or non-term, designated for savings purposes. A Savings Account is identified as such by the Counterparty; no current transactions are carried out via this account, except for those explicitly allowed by the Bank for the benefit of the Counterparty.
- "Loan Servicing Account", a Deposit Account used to disburse and service a loan.

A Savings Account or Loan Servicing Account linked to a Withdrawal/ Deposit Card is referred to as a "Linked Account" in the GTCs provisions.

- "Payment Account": an account used for the execution of payment transactions as defined in the applicable legislation on the provision

of payment services. This category includes Deposit Accounts, except for Savings Accounts, as well as Credit Accounts associated with a credit card or other credit facilities that enable payment transactions. A Payment Account is designated as such by the Counterparty, regardless of whether payment transactions are actually conducted and irrespective of their frequency. A Payment Account linked to a Card is referred to as a "Linked Account" in the GTCs provisions.

16. Credit or Loan Account: an account maintained by the Bank to monitor a credit facility or loan granted by the Bank and to record the corresponding transactions.

17. Anti-Money Laundering Framework: Refers to the prevailing legislative and regulatory framework and Bank policies a) for the prevention of money laundering and terrorist financing, and b) for international tax compliance or the automatic exchange of financial account information (FATCA, CRS, etc.). This includes the Bank's compliance obligations with decisions imposing economic and trade sanctions, exclusions, or similar restrictive measures by the European Union, the United Nations, the OFAC (Office of Foreign Assets Control), and other competent organizations and authorities.

18. Personal Identification Codes: unique personal codes used by the Counterparty, the User or the Cardholder, for accessing the Electronic Networks and for carrying out transactions using the Card. They are assigned with the terms Username, Password, Personal Identification Number (PIN). The Personal Identification Codes and other personalized identification details provided by the Bank are also referred to as Personalized Security Credentials.

19. Durable Medium: Any medium that enables the recipient of the information to store information for future reference for a duration adequate for the purposes that such information serves, and to reproduce it in an unalterable form. Durable Medium in this sense can be, indicatively, paper (document), emails, faxes, the personal safe deposit box in the e-banking Digital Network, USB keys, computer memory cards and hard disks, CD-ROMs, DVDs.

20. Counterparty: the natural or legal person entering or intending to enter a contractual relationship with the Bank, including the universal or special successor thereof, as well as the entities formed from corporate transformations involving the Counterparty. Where the GTCs refer to a legal person as a Counterparty, it shall include any association of persons or group of assets established for a common purpose. Within the respective scope, the Counterparty shall include the guarantor, the pledgor and, in general, the person who has provided security for a claim

of the Bank.

The Bank and the Counterparty are jointly referred to as "the Parties".

- 21. Framework Agreement: the agreement containing the Bank's Terms and Conditions of Payment Services, as in force from time to time and posted on the Website.
- 22. Linked Accounts: Payment Accounts linked to the Card, including Savings and Loan Servicing Accounts connected to a Cash Withdrawal/ Deposit Card.
- 23. Price List: The Bank's prevailing price lists outlining fees and commissions and, in general, the legal charges for the provision of its services or the execution of transactions, as well as the interest rates applied by the Bank to bank deposits and loans.
- 24. Bank: Refers to "Eurobank Société Anonyme" headquartered in Athens, Greece (8 Othonos Street, P.C. 105 57) and registered with the General Commercial Registry (GEMI) under the number 154558160000.
- 25. Payment Services: Business activities performed by the Bank under the applicable payment services legislation.
- 26. Digital Networks: Electronic Networks that require internet connection for access. Indicatively these include: e-banking, mobile-banking, v-banking.
- 27. User: The natural person utilizing Electronic Networks in the capacity of the Counterparty's Agent or Representative.
- 28. Europhone Banking: The Bank's telephone banking service.

# **CHAPTER 2: PROCESSING OF PERSONAL DATA**

In the processing of personal data, the Bank complies with its obligations under Regulation (EU) 2016/679 (concerning the protection of natural persons with regard to the processing of personal data and the free movement of such data) and the relevant Greek and EU data protection legislation. At the commencement of the transactional relationship, the Bank informs the Counterparty about the processing of their personal data via an information form, which is, at all times, updated and accessible on the Website (<a href="https://www.eurobank.gr/el/gdpr-prosopika-dedomena">https://www.eurobank.gr/el/gdpr-prosopika-dedomena</a>) and available at the Bank's branches. Specifically, through this information form, the Bank informs the Counterparty, among other things, regarding: (a) the data the Bank may process, including sources of data collection; (b) the purpose of processing and the legal bases for such processing; (c) the recipients or categories of recipients of the data; (d) the conditions for transmitting data to third countries (outside the EEA); (e) the data retention period or the criteria used to determine

this duration; (f) the rights the Counterparty has against the Bank (such as the right to access, rectification, restriction of processing, objection, erasure, data portability, withdrawal of consent, and the right to file a complaint with a supervisory authority), and the way to exercise such rights; (g) the contact details of the Bank's Data Protection Officer (DPO). If the Counterparty provides the Bank with personal data of third parties, they must have properly informed them beforehand (e.g., by referring to the aforementioned form) and must have secured their consent where necessary.

### CHAPTER 3: GENERAL INFORMATION

# SECTION I: OPENING A TRANSACTIONAL RELATIONSHIP – ACCEPTANCE OF GTCs

- 1. The Bank offers its services to the interested trading public based on a validly established relationship, which generally and depending on the type of legal relationship involves opening a Deposit Account and, where possible, having an electronic address of the interested party. At the beginning of the transactional relationship, the Bank shall inform the Counterparty concerning the processing of its personal data.
- 2. The Bank provides the GTCs to the Counterparty prior to the commencement of their transactional relationship, using all appropriate methods such as providing a copy. The GTCs may also be made available electronically or through any other Durable Medium, should the Counterparty request it or if necessary or appropriate under the circumstances.
- 3. The Counterparty confirms, either explicitly or within the contractual document, that it has previously been informed about the GTCs and accepts them. In any case, it may withdraw from an unexecuted contract without penalty on the grounds of non-acceptance of the GTCs. The commencement of the transactional relationship signifies acceptance of the GTCs by the Counterparty; the GTCs shall then form part of the contract without requiring further action.
- 4. The GTCs also apply to future legal relationships between the Parties. They do not need to be redrafted unless their content has been amended. 5. The GTCs are continuously available on the Website and at the Bank's branches.

#### SECTION II: AMENDMENTS TO THE GTCs.

1. The Bank reserves the right to amend the GTCs. Changes in legislation or the case-law of the courts, amendments to regulations of domestic or

international organizations, market and competitive conditions, financial sector specifics, risks undertaken by the Bank, inflation, and labor costs, are some of the reasons that may lead to a modification of the GTCs at the Bank's discretion. Amendments take effect upon notification of the Counterparty. The Counterparty is informed of amendments and their effective date either through periodic updates or by any other suitable means of personalized communication.

- 2. A change in elements which by nature constitute variable elements or elements that are agreed to be variable, does not constitute an amendment.
- 3. In cases of disagreement with an amendment, the Counterparty may terminate the transactional relationship with the Bank without penalty within thirty (30) days of receiving the amendment notification, except as provided in Clause 2.4 of Section VI of this Chapter 3. For the termination, a relevant email sent by the Counterparty to the Bank shall be sufficient. Failure to act within this timeframe implies acceptance of the amendment.
- 4. The right to terminate does not apply to amendments to the GTCs that benefit the Counterparty.

#### **SECTION III: SPECIAL PROVISIONS OF THE GTCs**

- 1. The partial or total invalidity of one or more GTC clauses does not affect the validity or effects of the remaining clauses or the validity of the contractual relationship between the Bank and the Counterparty.
- 2. In cases where the GTCs are available in translation, the Greek text, being the original text, prevails in case of linguistic or conceptual discrepancies.
- 3. Statements by the Bank addressed to the public concerning products and services serve as an invitation for submitting proposals to establish a transactional relationship with the Bank.

# SECTION IV: FUNDAMENTAL PRINCIPLES GOVERNING THE TRANSACTIONAL RELATIONSHIP - OBLIGATIONS OF THE PARTIES

The Parties' transactional relationship is based on good faith, mutual trust and cooperation, honesty, transparency, confidentiality and decency. In the above context, the Parties have mutual obligations, as outlined below.

- 1. In particular, the Bank:
- i. Defines its overall transactional behavior based on banking fair trading practices and its institutional role, taking into account the Counterparty's reasonable interests. In this context, the Bank adheres,

inter alia, to relevant professional codes of conduct, such as the Banking Code of Conduct, the Code of Ethics for the Advertising of Financial Products and Services of the Hellenic Banking Association, posted on the latter's webpage (www.hba.gr), as well as its internal Code of Conduct and Ethics.

ii. Ensures that the appropriate information has been provided to the Counterparty both during the pre-contractual stage and throughout the transactional relationship.

iii. Observes professional confidentiality and banking secrecy regarding information acquired during the provision of its services concerning the Counterparty. Disclosure of the Counterparty's information to third parties (including public authorities, judicial, audit, and tax authorities) is carried out under legal requirements.

iv. Complies with the applicable legal framework for the mandatory automatic exchange of information in the field of taxation on reportable cross-border arrangements. Under the conditions provided for in this framework, the Bank in its capacity as an "intermediary" is obliged to submit the information referred to in this legislative framework, which has come to its knowledge, possession or control, regarding reportable cross-border arrangements to the competent domestic authority (which will further communicate such information by means of an automatic exchange to the competent authorities of other EU Member States).

v. Offers products and services to the public without discrimination and ensures equitable banking service accessibility, provided the relevant conditions are met.

vi. Establishes an effective complaints management process that is comprehensive and straightforward.

vii. Continuously modernizes its services through the development of new technologies, providing appropriate guidance where required.

vii. Actively supports Environmental, Social, and Governance (ESG) actions and policies. Within this context, the Bank continuously develops initiatives and actions for viable development and sustainability, improving the Bank's environmental impact, social responsibility, and corporate governance, while promoting Counterparty initiatives that promote sustainable development based on ESG criteria.

- 2. In particular, the Counterparty:
- i. Demonstrates due diligence concerning the lawfulness of its transactions and refrains from activities that could lead to money laundering.
- ii. Takes care to protect its assets and interests as well as those of the Bank. Indicatively, the Counterparty must:
- safeguard and securely store its personal identification details

- Promptly notify the Bank of changes to its information details and any matters affecting its agency or representation as detailed in Section VII of this Chapter 3.
- Direct clear and specific orders and requests to the Bank.
- Submit orders, requests, and instructions to the Bank in a timely manner, within business hours, indicating the potential urgency of the transaction.
- Carefully review messages and notifications sent by the Bank, and act accordingly.
- Examine account statements and promptly raise any objections, as well as notify the Bank if periodic updates are not received, as detailed in Section II of Chapter 4 of the GTCs.
- iii. Shapes its business activities based on ESG principles. Indicatively, the Counterparty must:
- (a) Comply with national and EU legislation and international conventions on the conservation, protection and improvement of the natural environment.
- (b) Comply with procurement and competition laws.
- (c) Comply with labour legislation, in particular that relating to the health and safety of employees.
- (d) Adopt practices to prevent cases of bribery and corruption and generally to foster a healthy business environment, and
- (e) Implement best corporate governance practices as a legal entity.

# SECTION V: SPECIFIC ASPECTS OF THE TRANSACTIONAL RELATIONSHIP

- 1. The Bank is entitled to:
- i. Debit any Account maintained by the Counterparty with the Bank in the form of a current account, whether open & revolving or not, with every amount of overdue debt, regardless of the reason, owed to the Bank by the Counterparty. In case of a guarantor, the possibility to charge for another legal cause shall not be prejudicial to the guarantor unless the latter is the principal entity of the Counterparty or is a legal person. This provision does not preclude the establishment of multiple separate legal relationships within the credit limit for which the guarantor provided their guarantee.
- ii. Retain ownership of any assets, valuable instruments, or securities held on behalf of the Counterparty and refuse return of the above until the Counterparty fulfils its obligations vis-à-vis the Bank.
- iii. Apply retention or set-off for any claim, whether prior or subsequent, against any counterclaim of the Counterparty, even if such counterclaim

arises from a different legal relationship (including time deposits). The Bank shall subsequently notify the Counterparty of the set-off. If the counterclaim of the Counterparty is denominated in a different currency, the conversion shall be made on the basis of the exchange rate applying on the date of the set-off, as such official fixing price is published daily by the European Central Bank.

iv. With regard to any claim against the Counterparty, even if conditional or future, the Bank may, as per its prudent judgment and on the basis of banking criteria, request adequate security to cover the credit risk assumed, or additional security where existing securities become insufficient. If the value of assets provided as security exceeds the agreed spread or coverage by at least 20% of the Bank's claims, and the excess is not temporary, the Bank must release corresponding assets from the security upon request of the Counterparty.

v. On its own initiative, to correct (by means of corrective entries) or cancel (by means of offsetting entries) credits or debits made to a Deposit Account or a Loan Account without being based on the instructions of a Party, its Agent or Representative and that are due to an error/oversight of a Bank employee or to a malfunction or reduced availability of the Bank's systems.

vi. To use, when required by the nature of the transaction, third parties, natural or legal persons (such as agents, proxies, correspondents, etc.), for the execution of any transaction or order of the Counterparty, in Greece or abroad. The Bank is not liable for the acts of these third parties, being liable only for any fault in their selection or for the instructions given to them.

vii. To outsource processes, services, or activities that would otherwise have been performed, granted, or provided by the Bank, in accordance with the applicable legislation. This includes, for example, collaborations for credit brokerage, or the management and collection of its receivables emerging from the provision of loans and credits, to debt management companies operating in accordance with the applicable legislation.

viii. To assign, without the consent of the Counterparty being required, in whole or in part, its claims against the Counterparty to a third party, regardless of the maturity of such claims and the legal relationship from which they arise. The assignment may relate to a single legal relationship or to claims that are part of a broader category of transferable claims. For these purposes, the Bank may provide the transferee concerned with all information, including any confidential information covered by professional or special banking secrecy, relating both to the claims to be transferred and to the Counterparty itself, provided that the transferee

concerned has previously undertaken vis-à-vis the Bank to observe the confidentiality and secrecy of such information.

- 2. If the Counterparty does not qualify as a "consumer" or "microenterprise" under consumer protection legislation, and defaults with regard to the fulfilment of its obligations vis-à-vis the Bank, it is agreed that the Bank shall be entitled, in satisfaction of its claims and on terms that safeguard the Counterparty's interests, to sell, in fully transparent conditions, assets owned by the Counterparty that are in the Bank's possession. The Counterparty may prevent the sale by issuing a counter-statement and rectifying the default. The Bank shall also be entitled, under the same conditions as above, to request the Counterparty to make available to the Bank assets for voluntary sale (movable assets, real estate, and other assets). However, the Counterparty shall not be obliged to do so and any refusal to do so shall not have adverse consequences. In the event of the sale of more than one asset, the Bank may decide, at its reasonable discretion, on the order in which they are to be sold.
- 3. Assets of the Counterparty that were pledged/granted and receivables that were assigned to secure a claim of the Bank, also secure, without prejudice to any rights of third parties, any other claim of the Bank against the Counterparty, whether as principal debtor or as guarantor under a contract stipulated with the Bank, which (claim) has become due and payable in the meantime, unless this possibility is expressly excluded. The satisfaction of the claim for which the security was provided takes precedence. This clause shall apply in the event that the Counterparty does not have the status of "consumer" or "micro enterprise" under consumer protection legislation.
- 4. If several claims of the Bank are secured by the same collateral and in the same order/priority, the Bank is entitled to bring the proceeds of the liquidation of this collateral to the credit of the account of any of the secured claims in the order it chooses at its discretion.
- 5. The Counterparty shall be entitled to:
- i. Transact in a foreign currency if the Counterparty so wishes and if the Bank has the exchange rate flexibility. In this case, the Counterparty acknowledges that fluctuations in exchange rates entail risks which it assumes. Repayment of a claim that is not made in the currency of the claim but in the national currency (euro) is made at the exchange rate applying at the time of payment, as the official fixing rate thereof is announced daily by the European Central Bank.
- ii. Request the Bank to provide third parties with information about their transactional relationship, subject to banking secrecy and third-party data protection.

- iii. Submit any protests or complaints as detailed in Chapter 7 of the GTCs.
- iv. Assert counterclaims in set-off against the Bank's claims, provided they are cleared.
- v. Pledge cheques issued by third-party clients in favour of the Bank should the latter accept this.
- 6. For the provision of advice on the part of the Bank, a written contract between the Bank and the Counterparty is required; any liability, on the part of the Bank, for any contractual breach and for any positive or consequential damage caused to the Counterparty, may only arise in relation to the said contract.
- 7. The Bank bears no liability to the Counterparty or third parties in cases of force majeure, fortuitous events or in general for reasons beyond the Bank's control.
- 8. Any requests and notifications addressed to the Bank in any way are processed by the competent services of the Bank in the normal course of its business. The consequences of forwarding the requests and notifications to the Bank apply following the said processing. This also applies to seizures or asset freezes by third parties on the basis of the rule that creditors exercise the rights of their debtor.

# **SECTION VI:** PRICE LIST – COMMISSION - INTEREST ON DEPOSITS AND LOANS - EXPENSES

1. Price List

The amount of fees for Bank services, as well as of interest rates of deposits and lending, emerges from the Price List which is available at all times on the Website and at Bank branches. The Price List is available to the Counterparty and on a Durable Medium upon request.

- 2. Commission
- 2.1. The Counterparty, whether a consumer or non-consumer, who requests the service indicated on the Price List shall pay the commission indicated on the Price List at the time specified, unless otherwise agreed.
- 2.2. For services provided at the request of the Counterparty and for which no fee is indicated in the Price List, the Bank's fee is determined by agreement of the Parties and in the absence of such agreement at the Bank's reasonable discretion (article 371 of the Greek Civil Code).
- 2.3. No commission shall be charged for services that the Bank must undertake by law or which are provided in the Bank's own interest, unless otherwise provided by law or if this can be inferred by interpretation.
- 2.4. Commission adjustments for services provided to the Counterparty on an ongoing basis in a transactional relationship shall be effective

after two (2) months from the date of notification to the Counterparty of the change. In case of disagreement by the Counterparty, the contract may be terminated by the Counterparty without penalty and within the above deadline. The Counterparty may be informed of the change through its periodic update as referred to in Section II of Chapter 4 of the GTCs or by any Durable Medium. The use of the service without objection after the expiry of the above deadline shall be interpreted as acceptance of the modification.

- 3. Interest rates on deposits
- 3.1. Deposit interest rates are freely set and adjusted by the Bank within the framework of an open market and free competition. The respective amount of the deposit interest rates is contained in the Price List, which also indicates the interest period, the total annual actual yield of a simple or term deposit, the conditions for early return of a term deposit as well as any other information necessary according to the legislation in force.
- 3.2. The adjustment shall be communicated to the Counterparty through the Press, the Price List, the Bank's Website and, under certain conditions, in a personalized manner in accordance with the provisions of Chapter 4 of the GTCs. It shall apply from the time specified in the notification.
- 3.3. Changes in interest rates on term deposits shall not affect term deposit agreements existing at the time of the change.
- 3.4. Certain types of deposits may bear no interest. It is also possible, based on market conditions for the cost of money, that the Bank may demand the payment of monies for the safekeeping of the amount deposited with it ("negative interest rate", Chapter 6, Section I).
- 4. Lending rates
- 4.1. The interest rates of the loans (fixed or variable) are determined by agreement between the Parties, otherwise the interest rate stated in the Price List (contractual interest rate) is applied. Variable interest rate means the interest rate resulting from the sum of the interest rate index of the contract plus spread. A variable interest rate is also the case where the Special Terms specify a minimum interest rate which is adjusted in accordance with changes in the interest rate index as indicated in the relevant contract.
- 4.2. The agreed variable interest rate shall be changed in accordance with the procedure set out in the Special Terms of the loan. The Counterparty shall be informed of the amount of the interest rate and any corresponding change in the amount of the outstanding principal and/or interest instalment or minimum payment by means of a copy of the account statement sent to it by the Bank or otherwise in accordance

with the Special Terms of the loan.

- 4.3. The setting of the interest rate index to zero or negative does not affect the portion of the variable interest rate consisting of the spread or "minimum interest rate", which is due as agreed. If the interest rate index is negative, a zero rate shall apply.
- 4.4. The above also applies to the obligation to pay the contribution of article 1 of Law 128/1975. This obligation shall also be borne by the Counterparty during the period of default. The Counterparty shall also be liable for any other contribution or charge imposed in the future by the competent authorities in replacement of the contribution under Law 128/1975.
- 4.5. In the event of the abolition of the interest rate index, the Bank, in order to ensure the continuous and uninterrupted fulfilment of customers' contracts and the smooth operation of the financial markets, subject to any Special Terms, will replace this index with an alternative interest rate index by implementing the action plan it has prepared for this purpose, which is permanently posted on the Website.
- 4.6. If the Counterparty is in default, it shall pay default interest at a rate of 2.5% in addition to the contractual interest rate applicable from time to time. This interest is due as agreed even if the interest rate index is zero or negative. If the administrative or other determination of the default interest rate on bank loans ceases, the default interest rate shall be set at 2.5% plus the contractual interest rate due at the time. Interest is accrued semi-annually, except in the case of a credit agreement with an open revolving account, which by law is closed periodically every three months.
- 4.7. A change in the interest rate of the contract from fixed to variable and vice versa is possible by agreement of the Parties.

# 5. Expenses

All costs, duties, taxes, etc. arising from the Counterparty's transactions in connection with the preparation, execution, operation or termination of any contract with the Bank, as well as all costs for securing, enforcing and collecting the Bank's claims arising from the contractual relationship between them, including by way of enforcement, shall be borne by the Counterparty and shall be charged to any account held by the Counterparty with the Bank, and shall be interest-bearing from the date of payment by the Bank. In any case, the Counterparty may request an analysis of the costs.

# SECTION VII: LEGALIZATION / IDENTIFICATION OF THE COUNTERPARTY

1. Upon submission of the Counterparty's request to enter into a transactional relationship, the Bank proceeds to identify and verify the Counterparty's details and assesses their financial and transactional profile in the framework of the "Know Your Customer" (KYC) principle. In this context, the Counterparty shall make available to the Bank such information and documents as the Bank may request for the completion of the relevant verifications.

For legal entities, additional documents proving good standing, representation, and details of Representatives and Beneficial Owners must be submitted. If applicable, details regarding the immediate and ultimate parent company of the Counterparty and regarding other entities of the group where the latter belongs may also be required. For certain transactions or services, further legalization documents may be required.

The Counterparty shall also make available to the Bank any other documents, details and/or information requested by the Bank under the applicable legal and regulatory framework with which the Bank must comply in accordance with its policies.

- 2. The same provisions under 1 shall apply throughout the duration of the contractual relationship.
- 3. The Bank reserves the right to refuse to establish or continue a transactional relationship with the Counterparty or execute individual transactions if: a) the Counterparty fails to submit requested documents, details and/or information according to the provisions of this Section; or b) the establishment or continuation of the transactional relationship, execution of transactions, or provision of services would result in the Bank failing to comply with its obligations emerging from the Anti-Money Laundering Framework, and, in general, the applicable legislation.

The provisions of this paragraph shall not invalidate the Bank's right to terminate the contractual relationship(s) as provided in Chapter 8.

- 4. In case of agency (legal or voluntary), the Counterparty shall make available to the Bank the documents requested to evidence the capacity and powers of the Agent. The power of agency, when voluntary, is granted by a written declaration of the Counterparty, which shall bear its authenticated signature (e.g. via gov.gr). For enhanced transaction security, the Bank may require that this declaration be notarized or that the Counterparty confirm or approve the act, or that the Counterparty act in person.
- 5. Exceptionally, the Bank may accept and process instructions from the

Counterparty contained in documents bearing the latter's signature, and which are delivered to the Bank by a third party ("messenger"). In such cases, the Bank may: i) define transaction types and amounts; ii) accept documents only from known individuals; iii) require telephone confirmation from the Counterparty; iv) request a written declaration designating a specific individual as authorized to deliver instructions, in case of repeated use of this method. The Bank may revoke this discretion at any time.

- 6. The Counterparty understands that all information referred to in paragraphs 1 to 4 above must be true, accurate, complete and up-to-date and accepts that the Bank may verify it.
- 7. The Counterparty shall notify the Bank of any change in the above information, by delivering the necessary documentation evidencing the change. In particular, the Counterparty must notify the Bank without delay of any change in its details concerning its agency or representation, its legal capacity, legal status, beneficial owners, etc., even if such details are subject to public disclosure or result from public sources or from other official or non-official details or from details already available to the Bank on the occasion of another transaction. The Bank will process the changes after the documents have been received in the normal course of its business by the relevant department.
- 8. The Bank shall not be liable for any damage caused to the Counterparty or a third party in the event of:
- (a) failure to provide the requested information in time,
- (b) failure to provide notification, or in case of inaccurate notification, of legally critical details in accordance with clause 7 of this Section,
- (c) a dispute or challenge with regard to the appointed representative/agent or the extent of the representation/agency; and
- d) delay or non-execution of transactions due to specific checks carried out either by the Bank or by its correspondents in the context of their policies and compliance with their obligations provided for and arising from the Anti-Money Laundering Framework and the legal and regulatory framework in force.
- 9. In the event of death, the documents requested by the Bank for the legalisation of the heirs are made available to the Bank. The Bank is entitled to require the production of a certificate of inheritance in order to safeguard the estate and protect the heirs and the Bank itself. Similar obligations arise from the placing of a legal person in bankruptcy, liquidation, etc.
- 10. If the documents referred to in this Section VII or in general are provided to the Bank by the Counterparty in a foreign language, they

shall be submitted, under certain conditions, in an official translation into Greek or, where necessary and appropriate, into English. Such documents must be certified and authenticated.

- 11. When foreign law applies, the Bank may request a legal opinion on any legal issues arising from the implementation of such law, at the Counterparty's expense.
- 12. Counterparties that are legal entities consent that the Bank may provide to any of its subsidiaries with which the Counterparty has or intends to establish a transactional relationship, financial and other details concerning the Counterparty and the group where the latter belongs, which (details) the Counterparty has provided to the Bank in the context of their relationship, for purposes of overall credit assessment and analysis of the financial behaviour of the Counterparty and its financing, collateral and other contracts, as well as compliance of the subsidiary with its obligations under financing-related legislation. The Counterparty may at any time request that the foregoing actions be omitted.
- 13. Counterparties that are legal entities agree to receive communications from the Bank's subsidiaries about the Bank's products and services in which they have expressed an interest, based on the above financial information and the contact details that the Counterparty has provided to the Bank, unless the Counterparty informs the Bank and/or such subsidiary otherwise.

#### **SECTION VIII: FORM OF LEGAL INSTRUMENTS/SIGNATURES**

- 1. Subject to legal provisions, banking transactions are conducted in written form, and the document shall be conclusive evidence. A document is understood to be, in addition to the paper document bearing the handwritten signature of the issuer of the document, any other mechanical depiction within the meaning of Article 444 of Greek Code of Civil Procedure. Mechanically reproduced documents include electronic documents signed with electronic signatures (qualified, advanced, or simple, as per EU and national Law: Regulation 910/2014/EU "eIDAS" and Greek Law 4727/2020) of the Counterparty and/or the Bank, as the case may be. Mechanical depiction also includes voice recording (indicatively, when using Europhone Banking or v-banking).
- 2. An "electronic document", as defined above, means any document produced by means of electronic technology as defined by law. The concept of electronic document includes in particular:
- a) documents produced and signed through the Single Digital Portal "gov.gr" of the Public Administration [gov.gr-EPSP];

- b) documents displayed on a recording surface (tablet/pad) on which a handwritten signature is applied using a special stylus (e-pen);
- c) digitised documents, which are produced through the scanning process (scanned documents), in particular to be used in electronic banking applications (e-banking, m-banking, v-banking) operating within the Bank's Digital Networks.
- 3. For certain legal transactions, if they are drawn up electronically, the Bank may require a qualified (and not any other form of) electronic signature. In addition, each of the Parties may request that a legal transaction be drawn up in writing with a handwritten signature. The Bank may also restrict the use of the electronic document bearing an advanced, simple or scanned signature to certain categories of transactions only.
- 4. Under certain conditions, emails may be used in the communication and transactions of the Parties.
- 5. In order to carry out transactions or legal acts through the Electronic Networks, the use of the Personal Identification Codes and where required their combination with the use of the Card or the Strong Customer Authentication is equivalent to a simple electronic signature on the part of the Counterparty. In case of transactions using the Card, the provisions of Section III of Chapter 6 of the GTCs apply.
- 6. A digital fingerprint with electronic timestamp characteristics, indicating the Bank representative's identity, day and time of the transaction, is equivalent to the Bank's simple electronic signature.
- 7. Electronic documents are stored on the servers used by the Bank or in other electronic systems, which can be reproduced and printed at any time. It is agreed that printouts of electronic documents shall constitute full evidence as to their content and as to their origin from the Counterparty; counter-evidence is permitted.
- 8. It is agreed that the preparation of multiple original documents containing the legal declaration of intent of the Counterparty and the Bank for the same contract is not precluded, in the sense that the Parties' declarations may be contained in different documents of different or the same type. The same applies if the declarations are made by more than one counterparty (e.g. co-debtors or the primary debtor and guarantor) of the Bank or more than one representative of the Bank or more than one Representative of the Counterparty.
- 9. Announcements or statements of the Bank of a generally informative nature may be contained in a document bearing a mechanical depiction of a handwritten signature.
- 10. The Counterparty shall maintain the confidentiality of the codes for

the production of electronic documents signed through the Single Digital Portal "gov.gr" of the Public Administration [gov.gr-EPSP] and shall not disseminate them to third parties.

- 11. The Counterparty's and the Bank's commitment may also arise from the use of a service of the Bank that the Counterparty has requested.
- 12. Where reference is made to a Counterparty in this Section, such reference shall include the Counterparty's Agent or Representative, as the case may be.

# **CHAPTER 4: COMMUNICATION/INFORMATION**

#### **SECTION I: COMMUNICATION**

- 1. The content of the Bank's communication with the Counterparty may be a statement, notice, information, form, concerning the relationship between them, such as, but not limited to:
- a) personal notifications of events concerning the Counterparty;
- b) pre-contractual information, applications, draft contract terms;
- c) Announcements regarding amendments to contractual terms and notifications of changes to the Price List;
- d) notification of the issuance of e-statement, if necessary;
- e) copies of documents and contracts for transactions carried out in any of the Bank's networks;
- f) any kind of information on existing or new products and services; and g) notifications, communications, instructions, recommendations, etc.
- 2. To ensure faster service, confidentiality of information, and environmental protection, the Bank prioritizes communication via electronic means (e.g., Electronic Networks, email, SMS, Viber, WhatsApp, etc.), selecting the most appropriate method under the circumstances. The Counterparty's preferences and personal conditions are also considered.
- 3. The Bank shall communicate with the Counterparty by traditional (physical) mail in the event that the Counterparty so requests or the Bank, in its reasonable discretion, prefers to do so.
- 4. In the case of telephone communication, the Bank may record conversations for transaction security and to safeguard the Counterparty's interests, with prior notification and consent where required by law.
- 5. The email address, telephone number (mobile or landline), residential or registered office address, or other declared postal address of the Counterparty serve as lawful communication channels. The Bank may also use publicly accessible contact links for communication.
- 6. Communication is deemed received once the Bank's correspondence

- (electronic or physical) enters the Counterparty's sphere of influence, regardless of whether it is read, subject to contrary legal provisions.
- 7. Unless otherwise specified in the Special Terms, communication for joint accounts is directed to the primary joint account holder, who must notify/inform the other holders.
- 8. Communication is directed to the Agent or Representative, if applicable, with the same consequences as stated above.
- 9. The Bank lawfully sends any documents to the Counterparty's declared residential or registered office address. If the Counterparty has appointed a process agent, the Bank may, at its discretion, serve any document on either the Counterparty or the process agent, subject to any restrictions imposed by the Counterparty and subject to any statutory provisions requiring service on the process agent or the Counterparty.
- 10. The Bank is entitled to notify the process agent of any document both during the contractual relationship and after its termination.
- 11. It is recommended that the Counterparty should appoint a process agent for the convenience of the Counterparty, in particular if the Counterparty is domiciled or relocated abroad.
- 12. The Counterparty shall notify the Bank of any change in its contact details. This disclosure is necessary even if the relevant change may be implicitly derived from other information available to the Bank in connection with the same or another transaction.
- 13. The Bank's notifications with general content, concerning its operation and services in general, are published on the Website. Such notices may be posted in its branches as well as on the ATMs or published in the press.
- 14. The Counterparty shall communicate with the Bank through its Branches or Europhone Banking in accordance with the operating procedures in force from time to time, as well as through the use of the e-mail addresses or other Electronic Networks notified by the Bank through the Website.

### SECTION II: PERIODIC INFORMATION - EVIDENTIARY VALUE

- 1. The Bank shall provide the Counterparty with periodic information regarding the activity and balance of each Deposit Account, or Credit or Loan Account maintained with the Bank (hereinafter for the purposes of this Section, collectively, "the Account").
- 2. Periodic information shall be provided by sending the Counterparty a copy or extract of the account activity, which, in addition to the activity and balance of the account, shall include any other detail or information necessary under the Special Terms or by law (hereinafter

the "account statement"). The account statement is extracted from the Bank's accounting records and constitutes full evidence of the contained entries; counter-evidence is allowed.

- 3. Statements are sent quarterly and include the account's transactions for that period unless otherwise agreed in the Special Terms or required by law. For Deposit Accounts, statements are sent semi-annually if the account shows no activity during the covered period. The aforementioned periodicity may change in case of a change to the regulatory framework, which may allow the Parties to reach an agreement on the matter. In this case, the Bank may choose an update frequency that fully meets the information requirements of the Counterparty.
- 4. The statement shall be provided to the Counterparty electronically (e-statement). More specifically, upon the Counterparty's registration with e-banking, every time that an e-statement is issued, it is sent and made available in the Counterparty's personal electronic mailbox. The Bank, if required or agreed upon, notifies the Counterparty about the availability of the e-statement by sending a message in the latter's electronic mailbox, via an electronic communication medium, as specified in clauses 1 and 2 of Section I of this Chapter.
- 5. Exceptionally, physical statements are sent by mail to the declared address if specifically requested by the Counterparty or if they opt out of e-statements. In such cases, charges may apply as per the Price List and applicable laws.
- 6. Statements are sent to the e-banking mailbox or postal address of the Counterparty within five (5) days at the latest, following the covered period's end, as set forth in par. 3 above.
- 7. The Counterparty must notify the Bank, the soonest possible, if the e-banking does not include the e-statement, or the email notification concerning availability of the e-statement, or the physical statement, have not been received. Notification must occur within fifteen (15) days of the period specified in clause 6, otherwise it is presumed that it was normally received; counter-evidence is allowed.
- 8. The Counterparty must verify the statement's content and balance and promptly report any objections, no later than thirty (30) days after the deadline in clause 7, otherwise it will be deemed that it has accepted the statement's accuracy and the account balance. It is possible to challenge the statement also following the lapse of the deadline, however the Counterparty shall bear the burden of proof.
- 9. In the event that the Counterparty does not have access to e-banking, it may receive the statement in electronic form through the Bank's e-documents service and under the Special Terms agreed upon at

the time of registration. In this case, the Counterparty shall receive an email or short text message (sms) informing it of the availability of the statement on a secure website which it enters upon identification. In this case, delivery of the statement is deemed to be the delivery of the above message about its availability and the provisions under clauses 6, 7 and 8 above apply accordingly. The e-documents service is provided to the Counterparty as an alternative to providing periodic information electronically.

10. For joint accounts, statements are sent to the primary joint account holder and apply to all joint holders.

11. The Bank may suspend statement delivery if correspondence (physical or electronic) is returned undelivered more than three (3) consecutive times. Delivery resumes upon updating the Counterparty's contact information. The Bank is not obliged to search for other places of dispatch. 12. Statements may include, subject to the conditions of the legislation, any other information or notification or special statement by the Bank to the Counterparty relating to the contract serviced by the account or its transactions or additional information on products, services or actions of the Bank, the Group to which the Bank belongs or companies cooperating with the Bank. Supplementary information is discontinued if the Counterparty objects.

13. The Bank may, if the Counterparty so requests, provide the Counterparty with additional copies of account statements. It is also possible that the periodic notification of the Counterparty may be made by other means -e.g., withholding of correspondence at the request of the Counterparty (instruction to hold mail)- in accordance with the provisions in force from time to time. In the above cases, the Counterparty may be charged in accordance with the Price List.

14. For passbook accounts without e-banking or e-documents access, information is provided by presenting the passbook at a Bank branch.

# **CHAPTER 5: SERVICE NETWORKS**

#### **SECTION I: BRANCHES**

1. Bank branches offer a range of services that may vary in type and amount, based on objectively acceptable criteria and the Bank's business needs, considering technological developments and capabilities. The Bank announces the communication methods and service hours, including branch visits, safe deposit box access, etc. To better serve the Counterparty, scheduling an appointment for branch visits, particularly when meetings with branch personnel are necessary, may be required.

These provisions also apply to services provided through other customer service units (e.g., private banking, business centers, etc.).

- 2. For reasons related to the Bank's operational organization and digital modernization, a branch's operation may cease, with its services being transferred to another branch. When making such business decisions, the fact that the Bank offers numerous alternative methods for conducting transactions via Electronic Networks, is taken into account. In this case, the Counterparty shall be informed by appropriate means. The transfer of business does not affect the Counterparty's business relationship.
- 3. Under certain conditions, the Bank may provide certain services at the Counterparty's place of business or residence, with officers of the Bank visiting such place. Certain services may also be offered through teleconferencing.

### **SECTION II: ELECTRONIC/ALTERNATIVE NETWORKS**

- 1. Access and Operation
- 1.1. The Counterparty gains access to the Electronic Networks in accordance with the Bank's procedures in force from time to time. Some services or transactions may be exclusively available through the Electronic Networks or some of them.
- 1.2. The Bank informs the Counterparty about the types of available services and transactions through the Electronic Networks and the days and hours of their availability, using appropriate communication methods, depending on the nature of each network.
- 1.3. The Bank, in the interest of security of transactions and protection of the Counterparty, is entitled to limit the amount and/or number of daily transactions through the Electronic Networks and to revise them, notifying the Counterparty through appropriate means.
- 1.4. The Bank reserves the right to temporarily suspend the operation of the Electronic Networks, in total or for certain transactions, for maintenance, system upgrades or security reasons. It also reserves the right to deny the Counterparty's access to the Electronic Networks in case of suspected illegal or anti-contractual use. In such a case, the Bank shall inform the Counterparty as soon as practicable unless such information is inappropriate for security reasons or prohibited by law.
- 1.5. For access to the Electronic Networks, the Counterparty shall, if required, install on its computer or other terminal versions of programs, operating systems, and versions of antivirus and related data protection and computer protection programs compatible with the Bank's system.
- 1.6. The Bank constantly takes all necessary and appropriate measures to ensure a high level of services, which requires the uninterrupted and

safe operation of its systems and equipment. However, the Bank is not liable for the failure to use Electronic Networks due to force majeure events, internet or mobile network disruptions or delays, power outages, employee strikes, planned or emergency maintenance or upgrades, the Counterparty's equipment malfunctions, or malicious actions by third parties in Greece or abroad.

- 1.7. The Bank may include new networks in the Electronic Networks and modify or extend existing ones. Transactions in these new networks are governed by the GTCs, the Special Terms, and the instructions provided by the Bank. Technological upgrades, improvements, and changes to the infrastructure of the Electronic Networks, as well as secure access procedures, are implemented automatically by the Bank and do not constitute amendments to the GTCs.
- 1.8. Authorisations to Users or Cardholders are provided on the basis of templates provided by the Bank and in accordance with its instructions. The acts or omissions of Users and Cardholders shall be binding on the Counterparty. Revocation of User or Cardholder access is effective vis-avis the Bank only upon receipt of the Counterparty's explicit declaration. The Bank reserves the right to suspend or terminate the use of the Electronic Networks by the User or the Cardholder if it becomes aware of information or events that may result in the termination of their authority. 2. Transactions in Electronic Networks Security Measures
- 2.1. The Counterparty's access to Electronic Networks and the execution of transactions, in the framework of the services provided by the Bank, are conducted using Personal Identification Codes and, when required, additional authentication elements such as Cards, Cash Cards, or other identification or verification methods or Strong Customer Authentication elements specified by the Bank.
- 2.2. The use of Personal Identification Codes, either individually or in combination, in accordance with the previous clause 2.1, constitutes the electronic signature of the Counterparty and any User or Cardholder and has the same effects as a handwritten signature (see also Chapter 3, Section VIII). Such use confirms the origin of the related instructions as coming from the Counterparty, User, or Cardholder; such instructions are deemed to originate/ be approved by them.
- 2.3. The Counterparty shall take all necessary measures to ensure the secure conduct of electronic transactions. In particular, it must exercise increased diligence in the cumulative observance of the following measures:
- a) using Cards, Cash Cards, relevant details, and Personal Identification Codes, as well as any additional security details (hereinafter jointly

referred to as the "Details"), in accordance with the terms governing their issuance and use;

- b) avoiding the use of computers and/or devices and/or networks in order to connect with the Digital Network, the security of which cannot be verified;
- c) keeping personal identification Details strictly confidential and inaccessible to others;
- d) Not responding to SMS, email or other messages supposedly sent by the Bank, by which it is asked to register or reveal its Details, as well as hyperlinks in such messages or messages purporting to inform about a problem in an Account. The Bank shall never send a message (e.g. email, SMS) to ask the Counterparty to disclose its Details or inform the Counterparty that there is a problem with the Account, and direct the Counterparty via a link to a website to fill in the Details, so that the alleged problem can be resolved;
- e) accessing e-banking services only via the Bank's official Website and not through other websites not belonging to the Bank,
- f) preventing unknown persons to access its computers or other devices through which it enters the Digital Networks;
- g) Immediately notifying the Bank of any suspected or actual leakage of the Details through Europhone Banking or in any other appropriate way announced by the Bank through the Website; and
- h) regularly checking the Website for updates and applying the Bank's instructions on safeguarding transactions from malicious actions of third parties.

Failure to comply with one, several or all of the above measures may constitute a case of gross negligence.

- 2.4. The content of orders given orally (including the Counterparty's requests for the provisions of a service and any statements of any kind) and recorded, shall be fully evidenced by a transcript of the conversation, which shall be printed and in that form shall constitute a document and instrument with full evidentiary value under the Code of Civil Procedure; counter-evidence is allowed.
- 2.5. For transaction security reasons, the Bank reserves the right to require the Counterparty to change, at regular or unspecified intervals, the Personal Identification Codes.
- 2.6. The Bank is not responsible for the content of information that originates from third parties (indicatively, the Athens Stock Exchange) and that may be transmitted via the Electronic Networks.
- 2.7. The above terms apply to the User or Cardholder when applicable.

# CHAPTER 6: DEPOSITS – INSTRUCTIONS/CARDS/ CHEQUES/SAFE DEPOSIT BOXES

#### **SECTION I: DEPOSITS**

1. Deposits - General Operation

The following provisions refer to transactions on an Account. Depending on the subject matter, the term may refer to only one type of Account (e.g. Savings), to several types of Accounts (e.g. Loan Servicing and Payments) or to all types of Accounts.

- 1.1. The Counterparty may maintain cash deposits in the Deposit Accounts available with the Bank depending on the purpose of the deposit.
- 1.2. The crediting of amounts to Accounts is carried out by the Bank on the order of the Counterparty or a third party. The funds may be derived from a cash deposit, money transfer, the proceeds from the collection of cheques, other securities or other sources. Credits to Accounts belonging to third parties through the debiting of the Account kept by the Counterparty, shall be carried out by the Bank on the latter's instructions. In both cases, the Bank shall not interfere with the cause of the credit or debit and the legal relationship between the Counterparty and the third party, without prejudice to the Anti-Money Laundering Framework. In order to achieve this purpose, the Bank may impose conditions on the sending or receiving of credits.
- 1.3. For security reasons, the Bank shall be entitled to set limits on the amounts that the Counterparty may withdraw in cash and to set a reasonable notice period for withdrawals of large amounts.
- 1.4. If the Counterparty possesses a passbook, they must safeguard it and immediately inform the Bank in case of loss or theft. A deposit or withdrawal made with the signature of the Counterparty on the Bank's document is valid even if it has not been entered in the passbook. Upon closure of the Account, the Counterparty is obliged to return the passbook to the Bank so that the latter can cancel it.
- 1.5. The Counterparty shall receive interest on monetary deposits, whether held as a Payment or Savings Account in a simple or fixed-term form, at an interest rate freely determined and adjusted by the Bank in accordance with the provisions of Section VI of Chapter 3 of the GTCs. However, depending on financial and interbank market conditions, it is possible that no interest may be payable on Payment Accounts (i.e. excluding Savings Accounts).
- 1.6. The Bank may, where this is required by particular and exceptional financial and interbank market conditions, provide for the collection of

a commission for the maintenance of amounts in a Payment Account for as long as these conditions last, where the safekeeping element is of crucial importance for such a deposit. The amount of such a commission may be calculated as a percentage on the amount of the deposit, while it is possible to set a monetary limit that remains free of charge.

- 1.7. The Bank receives a fee for the provision of the Payment Account maintenance service. This fee may be in the form of flat-rate subscriptions covering one or more services or transaction bundles, as outlined in the Price List.
- 1.8. Overdrafts require a specific agreement of the Parties. In the absence of such agreement, any excess amount must be repaid by the following day and will accrue interest at the overdraft rate specified in the Price List.
- 1.9. In the event of the death or a declaration of absence of a Counterparty, the balance of the Account shall be transferred to the legal heirs, as referred to in clause 9 of Section VII, Chapter 3 of the GTCs and the Account shall be closed.
- 1.10. The Bank may restrict or deactivate an Account:
- a) For security reasons if there has been no activity for the duration specified on the Bank's Website. In this case, the Counterparty may reactivate the Account following compliance with Bank instructions. Furthermore, the Bank is entitled to close, on its own initiative, an Account with a zero balance for the period of time as determined and announced.
- b) for the protection of the Counterparty or the Bank or the public interest, when inspections are carried out by the Bank for the prevention and deterrence of fraud and other offences.
- 1.11. The Accounts are also frozen:
- a) in execution of acts, decisions, orders, decrees, etc. issued by Administrative or Judicial Authorities:
- b) in the event of garnishment of the claim from the Account held by the Bank as a third party;
- c) in the event that the claim is pledged from the Account, or in case of another security agreement, provided that the relevant contract has been previously notified to the Bank and the legal requirements have been met; and
- d) at the request of a person who is authorized to act according to the legislation in force (e.g. Law 4537/2018).
- In cases a), b), c) and d), the Bank's right of set-off shall not be affected, irrespective of the maturity of its claim.
- 1.12. Balances in inactive accounts for a period of twenty (20) years

shall be compulsorily returned by the Bank to the Greek State as a consequence of the statute of limitations provided for by the law. The crediting of interest or its capitalisation is not recognised as an actual transaction.

In order to avoid the adverse effects of the statute of limitations, the Bank recommends that the Counterparty should regularly carry out an actual transaction and keep the Account active at all times.

- 1.13. In the event of delay by the Bank in the performance of a monetary deposit, default interest is due, which consists of the contractual interest rate of the account, as in force at the time, plus 4%.
- 1.14. Expenses incurred as a result of the above-mentioned acts shall be borne by the Counterparty.
- 2. Joint Accounts
- 2.1. Deposits in joint-alternate Accounts are governed by the provisions of Law 5638/1932, as amended and in force. Each joint holder has the right to use the available balance of the Account, in whole or in part, without the involvement or consent of the others. The opening of a joint Account requires the cooperation of all joint holders for this purpose and for their proper identification.
- 2.2. The joint account holders are joint and several creditors of the Bank. Any event occurring to one of them automatically takes effect on the others. In particular, any action, act or notice, information, etc. of the Bank in relation to the joint Account made to any joint holder is automatically binding on the other joint holders and, conversely, any action, act or notice of any joint holder to the Bank is binding on the other joint holders. The same applies: a) for the creation of a pledge and the fiduciary assignment of the claim from the joint Account; and b) for the closing of the Account by declaration made by any joint account holder, which also binds the Bank.
- 2.3. Except as provided for in 2.2 above, the involvement of all joint Account holders is necessary in the following cases:
- a) to add a joint holder to it;
- b) when the Bank receives, at the same time, conflicting orders from several joint holders.
- 2.4. The Bank is entitled to set off any counterclaim against any of the joint account holders, irrespective of the amount, against the claim from the joint account.
- 2.5. In the event of the death of any joint holder, the deposit passes automatically to the other surviving joint holders, up to the last of them. 2.6. In the event that one of the joint holders is placed under judicial support or bankruptcy, the contract of the joint Account shall continue

normally between all joint holders, subject to the provisions of the law regarding the representation of the said joint holder.

- 3. Special Provisions
- 3.1. For Payment Accounts and payment operations, the terms of the Framework Agreement shall apply complimentarily.
- 3.2. Time deposits and deposits in foreign currency may be complimentarily governed by Special Terms.
- 3.3. Special purpose/conditional accounts (e.g. escrow accounts) or joint-all Accounts require a special agreement.
- 4. Deposit Protection

Money deposits are protected, subject to the requirements of the law (L. 4370/2016 as amended from time to time), by the Hellenic Deposit and Investment Guarantee Fund (TEKE), of which the Bank is a member. In particular, the Counterparty is covered for its legally eligible cash deposits with the Bank up to a maximum amount of EUR 100,000 in total. In a joint account, the amount of coverage is divided between the joint beneficiaries, and any remaining deposits, whether individual or not, of the Counterparty are also taken into account for the total compensation of the Counterparty.

For example: If the Counterparty is a joint holder with two other persons in a joint Account in the amount of EUR 200,000, the Counterparty will be indemnified for the amount of EUR 66,600 (200,000/3). If the Counterparty maintains at the same time an individual Account of EUR 80,000, the total coverage (for the individual and joint Account) will be EUR 100,000.

More detailed information on the limits, scope and exclusions of coverage is provided to the Party through the relevant Prospectus, which is available at all times on the Website and in the Bank's branches.

#### **SECTION II: ORDERS**

- 1. The Counterparty's orders shall be provided to the Bank through all its networks, by Durable Medium or in writing as specified in Section VIII of Chapter 3 of the GTCs.
- 2. A Party may not revoke or modify an order that the Bank has already executed or transmitted to a correspondent or paying bank or a third party. If the order has not been executed or transmitted as described above, the Bank may accept the request, provided that the revocation or modification is technically and legally feasible and there is no risk to the Bank. The Counterparty shall bear the cost of the relevant revocation or amendment service, either for the Bank, in accordance with the applicable Price List, or for third parties (e.g. the correspondent or paying bank).

- 3. Notwithstanding any specific legal provision to the contrary, the Bank shall not be liable if the signatures on the Party's orders or requests or other documents relating to it are not genuine or come from persons not duly authorised, except in case of gross negligence or wilful misconduct on the part of the employee of the Bank.
- 4. In cases where the Counterparty does not have the status of "consumer" or "micro enterprise" under consumer protection legislation, the following shall also apply:
- 4.1. The Bank may receive documents relating to the Counterparty as well as orders and requests from the Counterparty through the following means:
- a) by facsimile ("fax");
- b) by transmitting a digitised document in a format acceptable to the Bank attached to an e-mail message; or
- c) by courier.

In such cases, the Counterparty acknowledges that no Strong Customer Authentication mechanism exists for such transactions and accepts the risks involved. The Bank may, however, make a telephone confirmation ("call back") for some of these transactions or, at its discretion, request the original of the Counterparty's orders, requests or documents to the extent provided for by its procedures. However, the Bank shall not be liable if it has not resorted to these initiatives, as well as if a discrepancy should eventually arise between the original order or request and the executed one transmitted in one of the above-mentioned ways.

- 4.2. The Counterparty shall be liable for any damage suffered by itself or the Bank:
- a) from actions exclusively attributable to the Counterparty's fault, including inaccurate, erroneous, altered, forged orders or requests, or documents submitted, even due to error or negligence on the part of the Counterparty itself, its Agent, Representative or employee or agent thereof:
- b) from multiple submissions and execution of the same order or request;
- c) from orders, requests, or documents transmitted to the Bank by the aforementioned persons under (a) or any third party in an illegal, unauthorized, or erroneous manner, or originating from the Counterparty's or the aforementioned persons' email addresses, which have been intercepted or compromised;
- d) from the leakage of data or information related to orders, requests, or documents transmitted to the Bank in a manner not utilizing Strong Customer Authentication as referred to in Clause 4.1 above, or originating from the e-mails of the Counterparty or the persons referred to under a)

above, which have been intercepted or compromised;

- e) from an order or request transmitted to the Bank outside the Bank's business days or hours and therefore executed in the next business day and time.
- 4.3. The Counterparty shall inform the Bank immediately upon discovering or even upon having reasonable grounds to suspect that a) the e-mail address of the Counterparty or of the persons referred to in 4.2. above has been intercepted or compromised or b) one of the cases referred to in 4.2. applies.
- 4.4. In cases where the Counterparty instructs the Bank to collect a cheque payable at another bank, the Counterparty (as the cheque holder) accepts the possibility that the cheque may not be stamped within the statutory deadline for reasons relating to the time that such cheque was submitted/presented to the Bank. The reasons for this could relate to the operational rules governing the electronic cheque clearing service (DIASCHEQUE) of DIAS, or to the time required for its physical transfer via traditional clearing.

#### **SECTION III: CARDS**

- 1. Transactions with Cards
- 1.1. The Card is the property of the Bank, bears its logo, and carries the brand of the International Scheme (e.g., VISA, Mastercard) that facilitates transaction clearing. It is granted to the Counterparty or the Cardholder, as the case may be, strictly for personal use.
- 1.2. The Card is solely a payment instrument. The Bank is not liable for the failure, refusal, or inadequate performance of obligations by Businesses in their transactions with the Counterparty. The Counterparty cannot raise objections or claims against the Bank arising from its relations with Businesses unless otherwise provided by law.
- 1.3. The Card may be used by the Counterparty or the Cardholder, as the case may be, to pay the purchase price of goods or services owed to Businesses and to carry out banking transactions on the Electronic Networks.
- 2. Use of Debit Prepaid Card
- 2.1. A debit card is the payment instrument for the carrying out of transactions specified in 1.3 and is linked to a Deposit Account. In this context, the debit card may be used provided that the Linked Account has a sufficient balance to cover the amount of the transaction, or the use of the Linked Account has not been suspended or prohibited for any reason. If there are several Linked Accounts, the one declared as the primary is the Linked Account, to which the amounts of the transactions

at the Businesses as per clause 9 below as well as the transactions carried out from ATMs of other banks are debited in accordance with the provisions of clause 10 of this Section of the GTCs. The Linked Account(s) is/are declared during the procedure for the granting of the Card. The Counterparty may at any time request the Bank to add new or replace Linked Accounts or to change the primary Linked Account with another one.

- 2.2. A prepaid Card is the payment instrument for the carrying out of transactions referred to under 1.3, funded either through cash deposits or through debits to an Account held at the Bank. In any case, the available balance of the Card may not exceed the limit set by the Bank and announced in accordance with the provisions of Chapter 4 of the GTCs. The available balance of the Card is interest-free.
- 3. Use of Credit Cards
- 3.1. A credit Card is the payment instrument for the carrying out of transactions referred to under 1.3. and 3.2. and is linked to a Loan Account. Credit is granted up to a maximum limit charged each time against the amount of the credit card transaction. The Bank may adjust the credit limit taking into account the financial capacity of the Counterparty, its solvency and creditworthiness, its consistency in meeting the contractual terms and the risk it assumes in general. Any new limits shall be notified to the Counterparty on an individual basis in accordance with the provisions of Chapter 4 of the GTCs.
- 3.2. In addition to the transactions stipulated under clause 1.3, the credit Card may also be used for the payment of the Counterparty's debts to the Bank or other credit institutions (balance transfer) and for the payment of other periodic or one-off debts to third parties, on the basis of specific instructions to charge the credit card.
- 3.3. The Bank may issue an additional credit Card to the Counterparty for use by another counterparty designated by the Counterparty in its request. The additional Card is issued within the framework of the same legal relationship and the same non-increasing credit limit that has been granted for the use of the primary Card applies to it. In case of an additional Card, the Counterparties are jointly and severally liable for the entire debt arising from the possession and use of all credit Cards (primary and additional), irrespective of the person who made use of it. 4. Daily Transaction Limits
- 4.1. In order to ensure the security of the transactions and thus to protect the Counterparty, the transactions using the Card cannot exceed the maximum daily limit set by the Bank at any given time.
- 4.2. The daily transaction limit may be adjusted by the Bank for security

reasons or in cases of anti-contractual behavior on the part of the Counterparty and/or the Cardholder. The new limit shall be notified to the Counterparty on an individual basis as provided in Chapter 4 of the GTCs. General security measures affecting daily limits may be announced on the Bank's Website or ATM screens. Such measures or their omission do not create liability for the Bank and are undertaken at its sole discretion.

- 5. Card Issuance and Delivery
- 5.1. The Card shall be issued in the name of the Counterparty whose full name or corporate name or trade name appears on the Card. The Card shall also bear the full name of the Cardholder, where applicable.
- 5.2. The Card, in its physical form, is delivered to the Counterparty or the Cardholder at a designated Bank branch selected by the Counterparty, or it is sent to the address indicated for this purpose when the Card is issued. In the latter case, the Counterparty assumes the risk of the Card being received by an unauthorised person. In its digital form, the Card's delivery takes place by transmitting the Card's details to the Counterparty or the Cardholder via the Digital Networks.
- 5.3. The Counterparty or the Cardholder, as the case may be, must sign the back of the Card, when issued in physical form, and activate it according to the accompanying instructions.
- 5.4. Where the Counterparty is represented through an agent or representative:
- a) The Card is used by the Cardholder, who signs the application for its issuance.
- b) The person of the Cardholder and the use of the Card is designated by the Counterparty, by law, or by a judicial decision in cases of legal representation.
- c) The Counterparty is obliged to notify the Bank immediately of any event occurring in the person of the Cardholder that affects the use of the Card by the Cardholder, following the procedures indicated by the Bank. In case of legal representation, the above obligation is the responsibility of the Cardholder. In such cases, as well as in the event of the expiry of the Counterparty's or the Cardholder's legalization, the Bank is entitled to cancel the Card or suspend its validity in accordance with its procedures.
- d) Any act or omission of the Cardholder shall be binding on the Counterparty which assumes all liability arising therefrom. The Counterparty is obliged to ensure that the Cardholder complies with all its obligations arising from the GTCs and the Special Terms and is liable to the Bank for any breach of these obligations by the Cardholder.

- 5.5. For the issuance, reissuance and renewal of the Card, the Bank is entitled to a fee in accordance with the Price List.
- 6. Card Validity Period Renewal Replacement
- 6.1. The Card is valid until the end of the month indicated on it.
- 6.2. Unless otherwise provided for in the Special Terms:
- a) The Card is automatically renewed by the Bank (contract duration extension) unless the Counterparty declares to the Bank at least thirty (30) days before the start of the expiration month that they do not wish to renew it: and
- b) Any Card issued as a replacement or renewal of a previous one is considered a continuation thereof, and it is governed by the Special Terms of Card issuance and the GTCs.
- 7. Personal Identification Number (PIN)
- 7.1. The Bank shall provide the Counterparty or the Cardholder with the Personal Identification Number (PIN). The PIN is generated and provided under full security conditions and is used in conjunction with the Card to carry out the relevant transactions.
- 7.2. If a new Card is issued to replace a lost or stolen one, a new PIN is provided, subject to the provisions of this Clause 7.
- 7.3. For the transactions referred to in Clause 12 of this Section, the Bank shall provide the Counterparty or the Cardholder, as the case may be, with a special PIN to which the provisions of this Clause 7 and the following Clause 8 shall apply.
- 8. Security Measures Recovery of Unauthorized Payment Transactions 8.1. The terms of the Framework Agreement apply with regard to the security measures concerning the use of the Card, the liability of the Counterparty for unauthorized payment transactions and the Bank's restoration of unauthorized payment transactions that may have been carried out by use of the Card.
- 8.2. In addition, the Counterparty must exercise a higher degree of diligence in meeting the following cumulative obligations, the failure of which may constitute gross negligence:
- a) Maintain the physical integrity of the Card, safeguard it carefully, and ensure it remains in their possession.
- b) Securely store the Card's personalized details and any Strong Customer Authentication codes provided, ensuring they are not disclosed to any third party, whether known or unknown.
- c) Keep the PIN secret and avoid recording it in any form on the Card or other media stored or carried together with or apart from the Card.
- d) Stay informed about the measures of protection against online fraud using cards as well as the security rules concerning card transactions,

as announced by the Bank through the Website or the Linked Account statement or any other appropriate means by which the Bank addresses its customers.

- e) With regard to electronic Card transactions, not use computers, devices or networks whose security cannot be verified.
- f) Not reply to SMS, emails, or other messages requesting Card details, PIN, or Strong Customer Authentication codes. Avoid hyperlinks in such messages or in messages supposedly informing the Customer on problems in the use of the Card. The Bank will never send a message (e.g. email, SMS) to request from the Counterparty to disclose the Card details or PIN or any Strong Customer Authentication code, or to inform the Counterparty that the Card has been locked or has a problem and to lead the Counterparty via a link to a website where the latter will be asked to fill in the Card details or the Strong Customer Authentication code in order to solve the alleged problem.
- g) Restrict unauthorized access of unknown persons to computers or devices storing Card details.
- h) Check the copy of the Linked Account's transaction statements sent to the Counterparty periodically in accordance with the Special Terms and Section II of Chapter 4 of the GTCs and raise any objections within the timeframes specified therein.
- i) Immediately notify the Bank without undue delay via Europhone Banking, e-banking, branches, or any other designated means made available by the Bank for this purpose, upon becoming aware of the loss or theft of the Card, the leakage of the PIN or the Card details, or unauthorized use of the Card or any incorrect or unusual transaction charges to the Linked Account.
- 8.3. The above obligations apply to the Cardholder in case of agency.
- 8.4. The Counterparty and the Cardholder, where applicable, must offer the Bank all possible assistance to mitigate the consequences of the theft or loss of the Card or its unauthorized use.
- 8.5. Upon being informed of a lost or stolen Card, leaked Card PIN and details or unauthorized use thereof, the Bank issues a new Card or PIN to the Counterparty or Cardholder, provided they comply with their obligations, unless the Counterparty expressly states that it does not wish to receive a new Card. The issuance of a new Card (or additional Card) or PIN may incur charges for the Counterparty, as specified in the Price List.
- 8.6. In the event of theft, loss for any reason or use by a third party and misuse of the Card and/or PIN, the Counterparty shall be liable for any transactions that took place until the notification of the incident to the

Bank for any damage caused; this applies to payments to Businesses as well as cash withdrawals; for this to apply, the Counterparty must have acted with gross negligence or wilful misconduct in relation to the observance of the security measures referred to in 8.2 above and in the Special Terms. In case of gross negligence, liability of the Counterparty is up to the limit set out by the legislation concerning payment services, considering the nature of the Personalized Security Credentials (PIN) and the specific circumstances of Card theft or loss.

- 8.7. The Bank shall be held liable for any transactions that take place after the Counterparty has notified the Bank in the prescribed manner of the theft, loss or misuse of the right to carry out a transaction using the Card, unless the Counterparty has acted with wilful misconduct.
- 8.8. If there is a Strong Customer Authentication in the sense of the term in the GTCs the Bank is not liable even in the case provided for under 8.6, unless otherwise provided by law.
- 9. Business Transactions/ Remote Transactions

Transactions with Businesses are carried out either by showing the Card when the transactions are carried out in a branch of the Business or by using the Card details when the transactions are carried out remotely (for instance, via internet, telephone, email or other means of distance communication).

- 9.1. Transactions at the branches of Businesses/ Contactless Transactions:
- a) Transactions are completed by entering the PIN on the terminal device. In the case that the POS device does not support PIN, the transaction is completed with the signature of the Counterparty or the Cardholder on the debit slip issued by the device. In any of the above ways, the Counterparty or the Cardholder, as the case may be, shall be deemed, in the nature of the transaction, to accept the relevant payment transaction and authorize the Bank to pay the Business by debiting the Linked Account or the available balance of the prepaid Card with the transaction price.
- b) In proof of each transaction with a Business, the Counterparty or the Cardholder, as the case may be, shall receive in paper or electronic form (where applicable) a copy of the debit slip issued by the terminal device accepting the Card.
- c) If the Card incorporates NFC (Near Field Communication) technology, transactions can be performed without physical contact between the Card and the terminal device, provided that the latter supports this technology (contactless transactions). Contactless transactions may also occur without presenting the physical Card, using a dedicated application (e-wallet) installed on a device that supports the above

technology in accordance with the special terms relating to the specific feature (e.g. Apple Pay, Google Pay, etc.). In both cases, the Counterparty or the Cardholder, as the case may be, brings the physical Card or the device on which the Card is installed close to the terminal and the transaction is completed using Personalized Security Credentials, thereby authorizing the Bank as described in Clause 9.1. a) above.

d) Contactless transactions may also occur without a PIN if the number or amount of transactions does not exceed the limits set by the Bank or the International Scheme associated with the Card. In this case, approval and authorization for the debiting of the Linked Account or the available balance of the prepaid Card is provided by bringing the Card or device containing the Card close to the terminal, and a debit slip is generated with the transaction details. The Bank shall notify the Counterparty of the limit for contactless transactions carried out without the use of a PIN, as referred to in Chapter 4 of the GTCs.

### 9.2. Remote transactions:

Remote transactions (indicatively via internet, telephone, etc.) are completed by the use of the Card details and, where required, the additional use of the Strong Customer Authentication details requested for the verification of the transaction. The individual or combined use of the above elements constitutes the electronic signature of the Counterparty or the Cardholder, as the case may be, providing the authorization to the Bank referred to in 9.1.a) above.

- 10. Transactions in Automatic Teller Machines (ATMs).
- 10.1. Card transactions at ATMs belonging to the Bank's network are displayed each time on the ATM screens or the Website and are carried out based on the instructions provided at the time of the transaction. Indicatively, depending on the type of the Card, these transactions include cash withdrawals/deposits from/to a Linked Account, transfers of funds from the Linked Account to another Account of the Counterparty or a third party within the Bank, debt payments by debiting the Linked Account, updating the transaction history and balance of the Linked Account, activation of the Card and PIN, etc.
- 10.2. Transactions at ATMs that do not belong to the Bank's network (interbank transactions) are carried out in accordance with the instructions provided by the ATM's provider at the time of the transaction. The Counterparty shall be charged the applicable cost of the respective interbank transaction, the amount of which is indicated in the Special Terms and the Price List.
- 10.3. Domestic or cross-border cash withdrawals within the eurozone are made in euro banknotes. In case of a transaction in a country of another

currency, withdrawals are made in the foreign currency and up to the daily or other special limit set by the Bank.

10.4. Cash deposits to the Linked Account are made only at ATMs belonging to the Bank's network and only with the use of a debit card. Deposits are made in banknotes only, according to the instructions on the screen. The banknotes are automatically checked for authenticity and wear and tear. The counterfeit banknotes are retained by the machine, and for the rest, if opted for, (clause 10.5. below), a receipt is printed showing the amount of the deposit. The funds are counted before being credited to the Linked Account. If the amount of the deposit and the count agree with each other, the selected Linked Account is credited with this amount; if there is a difference, the amount credited will be the amount that the Bank has confirmed as counted by the latter, and the Counterparty will be notified by the Bank by letter or other Durable Medium.

10.5. For each transaction, a written receipt may be issued, at the option of the Counterparty or the Cardholder, confirming the orders given. In the event of non-issuance of such a receipt due to technical failure, the Bank informs ATM users via the machine's screen prior to the execution or completion of each transaction. The Counterparty or the Cardholder may contact the Bank for confirmation.

11. Transactions in Automated Payment Systems (APS)

11.1. The Counterparty may conduct transactions using the Card at APSs located in the Bank branches, as announced on the Website or displayed on APS screens. Indicatively, these transactions relate to cash deposits to the Linked Account, payments of debts by debiting the Linked Account or by cash, transfers of funds from the Linked Account to an Account of the Counterparty or a third party, etc.

11.2. For transactions in APSs, the provisions under Clauses 10.4 and 10.5 above apply as the case may be.

12. Transactions in Europhone Banking

The Counterparty or the Cardholder, as the case may be, may carry out banking transactions using the Card through Europhone Banking. For these transactions the provisions of Section II of Chapter 5 of the GTCs apply.

13. Transactions in Foreign Currency

13.1. For transactions in other currencies, the Linked Account or the available balance of the prepaid Card is debited in euros at the exchange rate of the time of debiting, as provided and published by the Bank. The possibility of an initial charge in another currency (e.g. dollar) and then in euro is not excluded, based on the International Scheme's policy (e.g.

Mastercard).

- 13.2. Where the exchange rate of the International Schemes is used, the Counterparty may obtain the current conversion rates of the currencies used by the above International Schemes from the websites thereof on which the electronic conversion mechanism used is available.
- 14. Transaction Data Retention Counterparty Information
- 14.1. For each transaction with the Card, the full data of the orders of the Counterparty and the Cardholder and their results will be recorded in the Bank's computer system.
- 14.2. In the case of a credit Card, the Linked Account depicts all credits granted to the Counterparty due to the use of the Card, interest, taxes, any charges, the payments made by the Counterparty against the debt, the dates thereof, the reasons for such payments, and the debit balance at the time.
- 14.3. In the case of a debit Card, the Linked Account depicts the debits made to it from the transactions carried out using the Card or from any charges and their date together with the other entries relating to the transaction history of the Linked Account.
- 14.4. The statement of the Linked Account of the credit card is sent to the Counterparty on a monthly basis and the statement of the debit card on a quarterly basis. In all other respects, the provisions of Section II of Chapter 4 of the GTCs apply, inter alia, the provisions stipulated in the last two sub-paragraphs of clause 3 of the same Section, mutatis mutandis.
- 14.5. In the case of a prepaid Card, the Counterparty shall be informed of the Card's transaction activity in accordance with the Special Terms.
- 14.6. All records entered into the Bank's computer system, notified to the Counterparty as set forth in Clauses 14.4 and 14.5 above, constitute full evidence; counter-evidence is allowed.
- 15. Suspension of Card Validity
- 15.1. The Bank reserves the right to suspend the use of the Card if circumstances arise that justify termination of the relevant agreement, or for reasons related to transaction security, or due to changes in the risk assumed by the Bank. Delayed payment of the minimum monthly instalment for two consecutive months is a circumstance that justifies suspension.
- 15.2. In the cases referred to in the preceding clause, the Bank shall inform the Counterparty in writing or by Durable Medium or by any other appropriate means. The information shall, as far as possible, be provided before the suspension or, at the latest, immediately thereafter, unless the information is contrary to objectively justified security reasons or

prohibited by other legislative provisions.

- 15.3. The Bank shall unblock the Card or issue a new one, when the reasons that imposed the suspension cease to exist.
- 16. Adjustment of Card Functions at the Initiative of the Counterparty 16.1. To enhance transaction security and safeguard the Counterparty's interests, the Bank allows the Counterparty or Cardholder, as applicable, to adjust certain Card functionalities independently. This facility is provided either through its branches or through the Electronic Networks made available by the Bank.
- 16.2. Indicatively, this option may concern:
- a) Cancelling the Card.
- b) Temporarily deactivating and reactivating the Card.
- c) Managing daily cash withdrawal limits from ATMs within the maximum limit set by the Bank (as per Clause 4 above).
- d) Deactivating and reactivating ATM cash withdrawal functionality.
- e) Limiting the use of the Card to transactions only at physical POS terminals in Greece, abroad, online, or via other remote means.
- f) Restricting Card usage to Businesses with a specific scope of activities. 16.3. The Bank may modify the functionalities granted to the Counterparty or the Cardholder, as the case may be, when deemed necessary for better service, Electronic Networks maintenance or update, or on other serious grounds. In such cases the Counterparty shall be notified through the Electronic Networks as referred to in Chapter 4 of the GTCs.
- 17. Termination of the Card Agreement
- 17.1. The Card agreement terminates upon the expiry of the Card's validity period unless automatically renewed, for any reason, as specified in Clause 6 above, or upon termination by either Party.
- 17.2. For the termination of the agreement regarding the Card, the provisions of Chapter 8 of the GTCs apply. Specifically for credit Cards, the termination of the contract by the Bank shall take legal effect after two (2) months from the notification of the notice of termination, in writing or by other Durable Medium, to the Counterparty, subject to clause 1.2 in conjunction with clause 3.2 of Chapter 8 of the GTCs. Termination is justified particularly in cases of:
- a) Delayed repayment for three (3) months of the minimum monthly instalment or any overdue amount due to the Bank under the credit card agreement.
- b) Violation of legislation concerning the Card, and/or the keeping of the Linked Account, and/or the transactions carried out by use of the Card.
- c) Changes in the risk assumed by the Bank; and
- d) Death of the Counterparty.

- 17.3. The dissolution of the agreement due to the expiry of the Card validity, or the termination of the agreement for any reason results in the Card's cancellation.
- 17.4. Termination initiated by the Counterparty shall take effect in accordance with the provisions of Chapter 4 of the GTCs or in any other appropriate manner made available to the Counterparty by the Bank.
- 17.5. In any case of termination, either by the Bank or by the Counterparty, the total amount of any debt arising from the use of the Card (i.e. the outstanding principal, interest of any kind and other charges) becomes immediately due and payable and is subject to default interest calculated in accordance with the Special Terms until its repayment. In addition to the Card, any other additional Card that may have been issued to the Counterparty shall also be cancelled. Any uncleared transactions until the termination shall automatically become due and payable upon clearance.
- 17.6. The termination of the prepaid Card agreement shall be effected as stated in the Special Terms.
- 18. Withdrawal/Deposit Cards
- 18.1. Withdrawal/Deposit Cards are used exclusively for: a) cash withdrawals or deposits into Savings or Loan Servicing Accounts made at ATMs; and b) balance inquiries of these accounts at ATMs.
- 18.2. The provisions stipulated under clauses 1-17 of this Section apply mutatis mutandis to the Withdrawal/Deposit Cards.

### **SECTION IV: CHEQUES**

- 1. The Bank enables the Counterparty to dispose of funds in its Account by issuing cheques. For this purpose, the Bank shall issue a cheque book to the Counterparty. Upon receipt of the cheque book, the Counterparty shall be deemed to have verified that it is complete, subject to counterevidence.
- 2. The Bank, at its discretion, may refuse to issue or reclaim an issued cheque book, in accordance with supervisory rules and for reasons of transaction security.
- 3. Cheques, pursuant to the law, are payable upon presentation. The same applies to any post-dated cheques.
- 4. In order for cheques to be paid to the last bearer of a cheque by endorsement, the following cumulative conditions must be met:
- a) The continuity of the endorsements must be regular and not interrupted by acts not resulting from the physical cheque in the form of the endorsement.
- b) The account on which the cheques are drawn must have sufficient

available funds.

- c) The forms of cheques shall be taken from the cheque book issued by the Bank to the Counterparty or from its own forms issued by special agreement between the Counterparty and the Bank and bearing the specifications indicated by the Bank.
- d) The cheques must bear the formalities required by law for their validity.
- e) The signature of the issuer (Counterparty or Agent or Representative) does not seriously deviate from the specimen kept in the Bank's records; and
- f) The Bank has not received a judicial order stating that the legal or factual status of the cheque has not changed or that the cheque has not been paid in general.

Otherwise, the Bank is not liable for non-payment of the cheques.

- 5. Under the above conditions and provided that the Bank has not received a written revocation of the payment order for the cheques, the Bank may pay the cheques even after the expiry of the legal deadline for their presentation. Any revocation order within the legal deadline for their presentation for payment does not oblige the Bank not to pay the cheques.
- 6. If the funds available to the Counterparty are insufficient to pay a cheque, the Bank shall not be obliged, subject to the law, to pay it in part unless specifically instructed to do so by the Counterparty.
- 7. If more than one cheque appears for payment on the same day and the available funds are not sufficient to pay all of them, and the Bank cannot easily determine which cheque has priority, the Bank shall be entitled to pay, at its discretion, any of the cheques appearing, irrespective of the date of issue or the order of appearance. The same shall apply in the event that within the same day the appearance of one or more cheques coincides with the execution of orders previously given by the Counterparty for the debiting of the Account on which they are drawn.
- 8. In the event that the Bank for any reason, even its own negligence, pays cheques issued by the Counterparty on an Account in which there were insufficient funds available, the Counterparty shall be obliged to pay to the Bank immediately and on first demand the amount of such cheques, with interest from the date of payment.
- 9. In the event of non-payment of the cheque, either due to lack of available funds or for any other legal reason for which payment of the cheque is refused, the Bank must certify this fact on the cheque or on another document accompanying the cheque. In addition, the Bank, where applicable, announces the issuer's details in the relevant interbank financial conduct file.

- 10. The Counterparty shall keep the physical cheques safe, prevent non-beneficiaries from acquiring possession over them, and notify the Bank in any way in the event of theft or loss of even a single cheque. Until the Bank receives a written notification of such an event, the Counterparty is solely liable, without prejudice to any legal provisions and regardless of the amount, to proceed to any payment or refer the cheque to the drawer, should the cheque have been inadvertently removed from its possession, even if the latter has been forged or altered.
- 11. Subject to legal provisions, the Counterparty is solely responsible for any damage suffered by the Bank, the Counterparty, or a third party due to the payment or non-payment of cheques that have been lost, stolen, misappropriated, forged, or altered, in any manner.
- 12. Cheques issued by the Counterparty may be presented for payment at another bank. In this case the payment is, as a rule, based on the rules of the DIASCHEQUE interbank electronic cheque clearing service (https://www.dias.com.gr/el/gia-parohous-upiresion-pliromon/diascheque/), i.e. without physically moving the cheque. Consequently, the Counterparty acknowledges that the Bank is unable, in such cases, for objective reasons, to physically examine the check, the issuer's signature, its authenticity, or any other formal elements related to its validity and circulation, and accepts such payments as valid.
- 13. Upon termination of the relationship between the Parties and in cases provided for by laws or regulations, the Counterparty shall return any unused cheques to the Bank.

### **SECTION V: SAFE DEPOSIT BOXES**

- 1. By leasing a safe deposit box, the Bank grants the Counterparty the use of the safe deposit box space for an annual rental fee.
- 2. The term of the lease is annual, renewable automatically for a period of one (1) year at a time, at the rental fee applicable according to the Price List on the date of each renewal, unless the Bank or the Counterparty objects to the renewal in writing by the end of the respective lease period.
- 3. The rental fee shall be paid in advance by debiting the Account declared by the Counterparty at the conclusion of the lease agreement or, in case of renewal, on the first day of the new annual lease period.
- 4. The Bank shall provide for each safe deposit box, depending on its type, one or two identical unique keys or other means of secure access (e.g. magnetic card) (hereinafter collectively referred to as "Keys"), which it shall deliver to the Counterparty upon conclusion of the lease agreement. The opening of the safe deposit box requires the simultaneous use of two different Keys, one of which is held by the Counterparty and the

other by the Bank.

- 5. In the event of loss or destruction of any Key, the Counterparty shall immediately notify the Bank in writing. In this case, the Bank shall, within a reasonable time, change the lock of the safe-deposit box, in the presence of the Counterparty, by delivering the new Key or Keys, depending on the type of safe-deposit box. The cost of changing the lock shall be borne by the Counterparty.
- 6. The Counterparty may visit the safe deposit box upon agreement with the branch personnel and within the hours announced by the Bank for this purpose. For security reasons, the Counterparty is not allowed to be accompanied within the safe deposits' location by third parties.
- 7. The Counterparty may, under its sole responsibility, also use the safe deposit box through an Agent, who shall have unrestricted access to the safe deposit box. The Agent's appointment must follow the Bank's procedure and use the power of attorney form to be indicated or provided by the Bank. The Agent has the powers derived from their role but is not considered a joint holder of the safe deposit box.
- 8. The subletting or any other form of assignment of the use of the safe deposit box by the Counterparty is strictly prohibited.
- 9. It is not allowed to place in the safe deposit box any objects that may cause damage to the safe deposit box or adjacent safe deposit boxes or expose the Bank to any danger (e.g. flammable or toxic materials, weapons, drugs, etc.). The Bank shall be entitled, in case of suspicion of unlawful or anti-contractual use of the safe-deposit box, to carry out an inspection of its contents in the presence of the Counterparty, which shall be invited in writing for this purpose. If the Counterparty fails to appear within the time limit set by the relevant invitation, the Bank shall be entitled to terminate the safe deposit box lease agreement and to open the safe deposit box immediately, in accordance with the provisions of Clause 17 below.
- 10. The Counterparty bears all costs for repairing any damage to the safe deposit box resulting from its improper use.
- 11. The Bank is not liable for any damage or alterations to the contents of the safe deposit box resulting from the nature of the items placed in it.
- 12. The Bank encourages the Counterparty to keep a systematic and accurate record of the items placed in the safe deposit box, by maintaining and updating a list for record keeping and cross-reference if the need arises. However, the contents of the list are not binding on the Bank or third parties.
- 13. During the lease term, it may become necessary to move the safe deposit box to another branch or within the same branch (e.g., due to

relocation or space reorganization). In such cases, the Counterparty will be notified in advance to either transfer the contents themselves or authorize the Bank to do so. If the Counterparty fails to act within ten (10) days, the Bank is entitled to immediately open the safe deposit box in accordance with the procedure in Clause 17 or relocate it intact (and, if goes without saying, closed) if feasible taking into account its construction. If the Counterparty does not wish to transfer the safe deposit box to another branch, it may terminate the lease agreement without penalty.

- 14. The Bank may restrict access to the safe deposit box under the following circumstances:
- a) In enforcement of actions, orders, regulations, decisions, etc., issued by Administrative or Judicial Authorities, or as required by the Anti-Money Laundering Framework or other regulatory provisions.
- b) In the event of a garnishment with the Bank as a third party involving the contents of a safe-deposit box.
- 15. Both the Bank and the Counterparty have the right to terminate the safe deposit lease agreement without observing any deadline, should there occur serious grounds.
- 16. In the event of termination, the unearned portion of the advance rental fee shall not be refunded, unless the termination was made by the Counterparty on serious grounds.
- 17. Upon termination of the lease in any way, the Counterparty must empty the safe deposit box and return the Keys to the Bank. Counterparty does not appear, the Bank shall be entitled, after one (1) month, to open the safe deposit box with the permission of the Chairperson in accordance with Article 93 para. 3 of Legislative Decree no. 17.7/13.8.1923 "On Special Provisions for Sociétés Anonymes" or without such permission if, at its discretion, there is an urgent and compelling reason (e.g., prolonged non-payment of rent, unsafe or noncompliant use of the box, the need for repairs or branch relocation, etc.). The opening of the safe deposit box is done in the presence of a notary, who draws up a deed including an inventory of its contents. The contents of the safe deposit box shall, at the Bank's discretion, either be held by the Bank or deposited with the Deposits and Loans Fund in the name of the Counterparty. If the contents of the safe-deposit box are held by the Bank, they shall be returned only after payment of any amount due to the Bank under the safe deposit lease agreement, including opening, inventorying, and related judicial expenses, which are borne by the Counterparty. The Counterparty also bears these costs if the contents are deposited with the Deposits and Loans Fund.

- 18. If the Counterparty retains possession of the box after the lease expires, they are liable to pay compensation for its use, equivalent to the prevailing rental fee based on the Price List, without prejudice to the Bank's right to claim further damages.
- 19. The Counterparty shall bear all general costs, including judicial expenses, and the expenses incurred in connection with the conclusion and performance of the safe deposit box agreement, as well as those that may arise from the procedures referred to in Clause 14 above.
- 20. For any claims arising from the lease, the Bank has, in addition to its other rights under Chapter 8 of the GTCs and the law, a statutory lien on the contents of the box in accordance with the provisions of the Civil Code (lien on deposited items).
- 21. In the event of the Counterparty's death, the heirs must promptly notify the Bank, the latter not being liable for any Agent's entry into the box before such notification. Informal knowledge of the death does not obligate the Bank. For communication and transactions with the heirs, the Bank may require submission of a certificate of inheritance, subject to the provisions of tax law regarding the release of the box's contents.

# CHAPTER 7: COMPLAINT HANDLING - ALTERNATIVE DISPUTE RESOLUTION

1. The Bank encourages the resolution of disputes with its clients through alternative dispute resolution methods in order to ensure their timely and efficient settlement. To this end, it has established an internal complainthandling process and welcomes the involvement of third parties, who are familiar with the subject matter, and act in an institutional capacity. 2. Complaints are submitted to the Bank in writing or via any other Durable Medium at the branch or electronically on the Website. Within this framework, the relevant bodies strive for a substantial review of the complaint, considering the views of the Counterparty and the Bank's respective units. The entire process is concluded with the Bank sending its response to the Counterparty within the lawfully prescribed time frame. The procedure shall be in writing via a Durable Medium, and the Bank's response shall be given to the Counterparty in the same manner. 3. For the out-of-court resolution of disputes between the Counterparty and the Bank, the Counterparty may approach the relevant Alternative Dispute Resolution (ADR) entities listed in the Registry of Alternative Dispute Resolution Providers, such as the Independent Authority "Consumer Ombudsman" (www.synigoroskatanaloti.gr) and the Hellenic Financial Ombudsman (<u>www.hobis.gr</u>). For further information, the Counterparty may visit the Bank's Website, the website of the Ministry of Development (<u>www.mindev.gov.gr</u>) and the above mentioned institutions and authorities. For the resolution of disputes arising from electronic service contracts (Regulation 524/2013/EU), the Counterparty may contact the "Consumer Ombudsman - European Consumer Centre of Greece" through the "Online Dispute Resolution (ODR)" platform.

4. If the dispute between the Counterparty and the Bank cannot be resolved through the above-mentioned procedures under Clause 2 or with the assistance of the entities described in Clause 3, both the Bank and the Counterparty may resort to Mediation, as provided under Law 4640/2019.

## CHAPTER 8: TERMINATION OF THE TRANSACTIONAL RELATIONSHIP

- 1. Termination of Indefinite-Term Contracts
- 1.1. Unless otherwise agreed, the Counterparty has the right to terminate in writing, without any deadline, all or part of its indefinite-term contracts stipulated with the Bank.
- 1.2. Unless otherwise agreed, the Bank has the right to terminate in writing all or part of its indefinite-term contracts stipulated with the Counterparty. Termination takes effect following the lapse of one (1) month from the date that it was notified to the Counterparty, except in the case of serious grounds in accordance with Clause 3.2 below.
- 2. Unless otherwise agreed, credit agreements without a specific term may be terminated by the Bank at any time and without observing a termination notice period. The termination may refer to the entire credit or part thereof, regardless of whether one or multiple accounts are kept ("partial account closure").
- 3. Termination of Fixed-Term Contracts
- 3.1. Unless otherwise agreed, the Counterparty shall have the right to terminate in writing, and without any deadline, the fixed-term contracts it maintains with the Bank on serious grounds.
- 3.2. The Bank shall have the right to terminate in writing the fixed-term contracts it maintains with the Counterparty on serious grounds. Such grounds shall include, without limitation, the following:
- a) The Counterparty provided inaccurate statements, details, or information to the Bank during the application, conclusion, or term of the contract or failed to supply requested documents, details, or

information, or

- b) The Counterparty failed to meet its contractual obligations, or
- c) The Counterparty's financial situation has significantly deteriorated, or
- d) There are grounds for terminating the relationship based on the Anti-Money Laundering Framework, or the continuation of the relationship would result in the Bank's non-compliance with obligations under this Framework and applicable laws, or
- e) The Counterparty displays inappropriate, threatening, or otherwise unacceptable behavior.
- 3.3. Termination takes effect upon notification to the Counterparty. In the event of termination for breach of contract, the deadline set by the Bank for compliance must have expired without any action being taken.
- 4. Termination Additional Terms
- 4.1. The above conditions for the termination of contracts do not apply if they are contrary to provisions of compulsory law that otherwise regulate the right of termination. The statutory possibilities for termination remain in force.
- 4.2. The effects of termination apply prospectively and not retroactively. Individual transactions that have started before the notification of the termination are completed as planned.
- 4.3. In the event of termination of the transactional relationship, the GTCs shall remain in force and shall apply to any rights, claims and obligations of the Bank and/or the Counterparty accrued until the termination, until the full settlement of the transactional relationship. The Counterparty must cooperate promptly with the Bank to ensure full settlement and closure of the relationship.

## **CHAPTER 9: APPLICABLE LAW – JURISDICTION**

- 1. Every transactional relationship between the Bank and the Counterparty is governed by Greek law, particularly the provisions of the Legislative Decree of 17.7/13.8.1923 "On Special Provisions for Sociétés Anonymes".
- 2. Without prejudice to any provisions of mandatory law (for instance, concerning the protection of the consumer), the courts of Athens have concurrent jurisdiction, alongside other competent courts as applicable, for resolving disputes. The Athens courts also have concurrent jurisdiction for disputes where the Counterparty resides, is headquartered, or has a habitual residence abroad.

## **CHAPTER 10: TRANSITIONAL PROVISIONS**

- 1. These terms constitute the 4th edition of the Bank's General Terms and Conditions (GTCs), effective from 01/06/2025.
- 2. These terms apply in full:
- a) To any transactional relationship established after their entry into force.
- b) To individual transactions conducted after their entry into force.
- 3. For existing ongoing legal relationships, these GTCs apply subject to the provisions outlined in Clause 3 of Section II, Chapter 3.

