

# General Terms of Banking Transactions

3<sup>rd</sup> Edition /2.8.2012

Filed with the Athens Notary Public Ekaterini Mavroudi  
(Act No 4377/2.8.2012)

**New Legal Entity  
(due to hive down)  
EUROBANK S.A.  
GCR 154558160000  
8, Othonos str., Athens, 105 57**

## TABLE OF CONTENTS

### CHAPTER 1

#### INFORMATION ON THE PROCESSING OF PERSONAL DATA

- I. Controller's identity and purposes of data processing
- II. Recipients of the data
- III. Rights to access and to object

### CHAPTER 2

#### DEFINITIONS

### CHAPTER 3

#### GENERAL PROVISIONS

- I. Sense - Application - Binding effect of the General Terms
- II. Relations between the Customer and the Bank
- III. Customer's identification and representation

### CHAPTER 4

#### COMMUNICATION BETWEEN THE BANK AND THE CUSTOMER

- I. Notifications - Communication
- II. Periodic information - Probative force
- III. Electronic periodic information via E-statement - Alerts
  1. E-statement
  2. Alerts
  3. Common provisions for the E-statement and the Alerts

### CHAPTER 5

#### TRANSACTIONS ON DEPOSIT ACCOUNTS

- I. General terms on deposits
- II. Checks
- III. Customer's orders to the Bank
- IV. Remittances

### CHAPTER 6

#### TRANSACTIONS THROUGH ELECTRONIC NETWORKS

- I. Electronic Networks
- II. Common provisions
- III. Transactions through the internet (Internet Banking)

- IV. Transactions through Automatic Teller Machines (ATMs)
- V. Transactions through the Customer Telephone Service (Europhone Banking)

## **CHAPTER 7**

### TERMS OF GRANTING AND USE OF CARDS

- 1. Issuance - Delivery of Card - Beneficiary
- 2. Card Validity - Renewal
- 3. Personal Identification Number (PIN)
- 4. Card - PIN Safekeeping
- 5. Linking the Card to an Account - Applicable limits
- 6. Transactions with Undertakings
- 7. Transactions at the ATMs
- 8. Transactions through Europhone Banking
- 9. Transactions data record keeping - Information to Customer
- 10. Suspension of the Card validity
- 11. Duration - Termination of the Contract
- 12. Contract Amendments
- 13. Notifications - Communication

## **CHAPTER 8**

### SAFETY DEPOSIT BOX LEASE TERMS

## **CHAPTER 9**

### FINAL PROVISIONS

## GENERAL TERMS OF BANKING TRANSACTIONS

### CHAPTER 1

#### INFORMATION ON THE PROCESSING OF PERSONAL DATA

LAW 2472/1997

##### I. Controller's identity and purposes of data processing

The banking company with the name "EUROBANK ERGASIAS S.A.", having its seat in Athens, Greece (Address: 8, Othonos street, 105 57 Athens, telephone no.: +30. 210 - 3337000) (hereinafter called the "Bank") informs the natural person to whom the personal data refers at each relevant time (hereinafter called the "Subject") that the Bank and/or third parties, acting on its instructions and on its behalf:

- (a) Process personal data of the Subject, for the purpose of servicing, supporting and monitoring the transactions and relations between the Bank and the Subject, executing the contract concluded between them, protecting the Bank's interests, fulfilling its obligations as well as for preventing, deterring and suppressing illegal actions,
- (b) May process personal data of the Subject for the purpose of (i) conducting controls that are provided for by laws, (ii) protecting the commercial credit and the financial transactions mainly by accessing the inter-bank systems of TIRESIAS S.A. or transmitting to them data of the Subject that relates to its financial behavior or the termination by the Bank of credit contracts, (iii) enhancing the public image of the Bank, (iv) upgrading the services provided and (v) to the extent that the legal conditions concur, promoting the Bank's services,
- (c) For the protection of transactions, record and archive all orders transmitted by the Subject to the Bank by telephone for making transactions on financial instruments (article 18 of Law 3340/2005).

##### II. Recipients of the data

- (a) For the data that the Bank is obliged or entitled to disclose, on the basis or for the execution of a contract or a legal provision or a judicial or regulatory decision, as well as for data of which disclosure is absolutely necessary for the protection of the lawful interests of the Bank or of third parties to which such data is disclosed: The Bank of Greece, the Central Securities Depository, the Athens Stock Exchange, the Athens Derivative Exchange Clearing House, public and independent administrative authorities, public services, municipalities and other local government entities, public utilities, the Hellenic National Printing House, social security funds, financial and insurance institutions, the company "Interbanking Systems S.A."

(DIAS), the company “Tiresias S.A.”, companies having the exclusive object of communicating with debtors with regard to their debts, judicial authorities and arbitration courts, public servants or other third parties, depending on the case.

- (b) For all the data that is necessary for the achievement of every processing purpose: the Administration and the services of the Bank and -if all relevant legal conditions are met- the Bank’s subsidiaries and affiliates seated in Greece or in other E.U. countries or Switzerland, within the frame of their competence.

### **III. Rights to access and to object:**

The Subject is entitled to know whether its personal data is or has been the object of processing (right to access, article 12 of Law 2472/1997) and to object at any time to the processing of its personal data (right to object, article 13 of Law 2472/1997). For the exercise of such rights the Subject can contact Europhone Banking Direction (194, Syngrou Ave., 176 71 Kallithea) at telephone nos +30 210-9555000 or +30 801 111 1144 from a fixed telephone line. In case the exercise of such rights pertains to data kept by Tiresias S.A., the Subjects can contact either the information offices of Tiresias S.A. (1, Alamanas street & Premetis street, 151 25 Maroussi or 1, Massalias street & Solonos street, 106 80 Athens, tel.: +30 210 - 3676700) or the Bank, as above, which shall forward the relevant request to Tiresias S.A.

## CHAPTER 2

### DEFINITIONS

The following capitalized terms that are included in the present General Terms have the following corresponding meaning:

**1. Bank:** the banking société anonyme with the company name “EUROBANK ERGASIAS S.A”, which has its corporate seat in Athens, Greece (8, Othonos street, 105 57 Athens).

**2. Eurobank Cards S.A.:** the Bank’s subsidiary, with the company name “EUROBANK CARDS CONSUMER LENDING PRODUCTS AND RELATED SERVICES S.A.”, which has its corporate seat in Tavros of Attika (15 25th Martiou street, Teo street and Thessalonikis street 17 778 Tavros ) and specializes in means of payment.

**3. Tiresias S.A.:** the société anonyme with the company name “Tiresias Bank Information System S.A.” and the distinctive title “Tiresias S.A.”, having its corporate seat in the municipality of Maroussi of Attika, Greece (1, Alamanas street & Premetis street, 15125 Maroussi) which manages records containing data related to financial behaviour, aiming to the protection of credit and of financial transactions.

**4. General Terms:** The general terms of banking transactions of the Bank that are included in this release.

**5. Customer:** the natural person or legal entity or union of persons with no legal personality, who has accepted the General Terms. Where, in the General Terms, a legal entity is referred to as Customer, such term shall also include also any union of persons.

**6. Application:** the written or the electronic request submitted by the Customer to the Bank for the provision of the various services referred to in the General Terms. When used in a particular Chapter or Section of the General Terms, the term “Application” shall refer to the Customer’s request to receive the specific service provided for in such Chapter or Section.

**7. Contract:** the legal act that is concluded with the written or electronic or *de facto* acceptance of the Application by the Bank. The terms of the Contract are included in the Application and the General Terms.

**8. Internet Site:** the whole of the Bank’s web pages on the internet, at the internet address [www.eurobank.gr](http://www.eurobank.gr).

**9. Table of Charges:** the Bank's table of charges that is in force at each relevant time, which includes tables of fees, expenses as well as interest rates for deposits and credit products that apply to the basic transactional relations of the Customer with the Bank, and is posted at the Bank's branches and the Internet Site.

**10. E-statement:** the periodic information provided for by law or a relevant contract, which the Customer can access electronically and includes copies or extracts reflecting the operation of any kind of his accounts as well as all other information provided to him by the Bank on a periodic or non-periodic basis, in the frame of the services provided to him.

**11. Alerts:** the alerts received by the Customer from the Bank by SMS or e-mail in relation to his banking transactions.

**12. Internet Banking:** the Bank's service through which various services are provided to the Customer through the internet.

**13. ATMs:** the network of the Automatic Teller Machines of the Bank and of other banks also, through which services are provided to the Customer.

**14. Europhone Banking:** the Bank's customer telephone service through which services are provided to the Customer.

**15. Electronic Networks:** Internet Banking together with Europhone Banking and the ATMs.

**16. Card:** the debit and cash withdrawal card issued by the Bank in collaboration with Eurobank Cards S.A., on which are printed all the logos of the Bank and of the international organizations with which the Bank cooperates, and serves the personal needs of the Customer. The terms of the General Terms that refer to Cards apply also on Professional Cards unless something different is specifically stipulated for the latter. The term "Card" in Sections I, IV and V of Chapter 6 of the General Terms includes any other card that can be used for the transactions mentioned in such Sections.

**17. Professional Card:** the debit and cash withdrawal card issued by the Bank, on which are printed the logos of the Bank and of the international organizations with which the Bank cooperates and serves the business needs of the Customer.

**18. Holder:** the natural person who is entitled to use the Card in the name and on behalf of the Customer, in case the Customer is a legal entity, and whose name appears on the Card.

**19. User:** the natural person that is enabled to access the Electronic Networks in the name and on behalf of the Customer, in case the Customer is a legal entity.

**20. Access Codes:** the personal and unique codes given by the Bank to the Customer and -in case of a legal entity- to the User, i.e. the Username and the Password, through which access to the Internet Banking is gained. The Username constitutes also the identity of the Customer in the Internet Banking.

**21. PIN:** the personal and unique four-digit numbers given by the Bank to the Customer and -in case of a legal entity- to the Holder, through which access to the ATMs and to Europhone Banking is gained.

**22. Certificate:** the electronic confirmation that links signature verification data (such as codes or public encryption keys) to a person and confirms his identity.

**23. Certificate Code:** the unique alphanumeric code that is produced electronically by the Bank and sent to the Customer and -in case of a legal entity- to the User, in order to direct him to the special web page of the Internet Site for the issuance of a Certificate.

**24. Access Barring:** the temporary suspension by the Bank of the ability to conduct transactions through Internet Banking.

**25. Undertakings:** the undertakings in Greece or abroad that accept Cards as a means of payment and bear the MASTERCARD logo or the logo of any other payments system that is internationally recognizable.

**26. Linked Accounts:** the Customer's accounts that are linked to the Card as per the Customer's choice, initially in the Application and afterwards in writing or through the Electronic Networks that are made available to him by the Bank for this purpose. In the case of Cards the Linked Accounts can only be deposits accounts, while in the case of Professional Cards they may also be loan accounts.

**27. Sight Deposits Accounts:** the sight deposits accounts that are referred to in the decision no. 234/11-12-2006 of the Banking and Credit Committee of the Bank of Greece, as in force at all relevant times, in which the current deposits accounts are also included.



## CHAPTER 3

### GENERAL PROVISIONS

#### SECTION I: SENSE - APPLICATION - BINDING EFFECT OF THE GENERAL TERMS

1. The General Terms govern the transactional relations of the Bank with the Customer. The present General Terms are filed with the Athens Notary Public Ekaterini Mavroudi (5, Mitropoleos street, Athens) who has drafted a relevant act and they are posted at the Internet Site and are also available in printed form at the branches of the Bank. These transactional relations are also governed by the Code of Conduct of the Hellenic Banks Association.
2. The Customer is informed about the content of the General Terms on the commencement of his transactional relations with the Bank or upon submitting an application to receive services referred to in the General Terms or upon being notified of the Bank's acceptance to provide the requested services, as the case may be, and he declares in writing or -where provided- electronically that he accepts them. From and by virtue of the acceptance of the General Terms by the Customer, they bind him without needing any other action on his part and especially without needing his signature to be apposed on the document containing the General Terms.
3. The General Terms are part of the contractual content of the transactional relations of the Bank with the Customer, having a general and uniform application, and are complemented or modified by the special terms of the specific banking agreements. The General Terms and the special terms of the specific agreements constitute a whole and are all agreed to be substantial; in case of contradiction, the latter prevail as being specific. In case of an actual or apparent conflict between provisions of the General Terms, the term that is more specific prevails.
4. In case the General Terms are available in translation, if there is a verbal or notional difference between the Greek text and its translation, the Greek text shall prevail.
5. The eventual partial or total nullity of one or more of the General Terms due to a change in legislation shall not affect the effect or the validity of the remaining or of any contractual relation of the Bank with the Customer.

#### SECTION II: RELATIONS BETWEEN THE CUSTOMER AND THE BANK

1. The transactional relations of the Customer with the Bank are based on good faith, mutual trust and confidentiality and are covered by the professional and the special banking secrecy.

2. The Customer is liable for the legitimacy of his transactions and undertakes to abstain from any transaction that might contribute to money laundering.
3. Every transactional relation of the Customer with the Bank requires as a prerequisite that the Customer keep a deposits account with the bank throughout the relation's duration.
4. In conducting its banking operations, the Bank is bound to act with the appropriate diligence and in such a way as is imposed by the banking standard practice.
5. The fees, charges, interest rates and expenses that apply to the basic transactional relations of the Customer with the Bank, are defined in the Table of Charges. The Customer entrusts the Bank with their readjustment in fair judgment.
6. The Customer is obliged to pay the fees, charges, interest and expenses that are included in the Table of Charges that is in effect at each relevant time, as well as all taxes and other duties established by law, the contribution of Law 128/75 where applicable, any insurance premiums and every other direct or indirect charge that is associated with the carrying out by the Bank of the Customer's transactions and orders.
7. For any and all of its claims against the Customer, including conditional or future ones, the Bank is entitled to request from him at any time to provide collateral security for covering the credit risk assumed by the Bank, or the increase of collateral security already given if, at the Bank's reasonable judgment, such security is no longer sufficient. If the value of the assets used as collateral exceeds the agreed spread or cover, and on the condition that this is not temporary, the Bank is obliged, following a request of the Customer, to discharge assets proportionately, at its discretion.
8. Every asset or instrument or title in general, held by the Bank on behalf of the Customer, may be the object of retention by the Bank for the fulfillment by the Customer of his obligations. The Bank has the right to refuse the return of such assets, instruments or titles until the Customer fulfills his obligations towards it. Moreover, the Bank's claims that derive from a particular transactional relation can be set off against Customer's claims that arise from another transactional relation. The Bank is not liable for damages to the Customer or to a third party resulting from the exercise of its above-mentioned rights or from other legal measures that it may take in order to secure its claims against the Customer.
9. In order to satisfy any of its claims against the Customer, the Bank is entitled to retention as well as set-off against any counter-claim of the Customer, including claims from remittances or deposits in different currency, without it being obliged to take any other action or make any statement to this effect. If the Customer's counter-claim is denominated in a different currency, the conversion will be made on the basis of the exchange rate applicable on the date of set off as announced by the Bank.

10. If the Customer is in default in relation to the fulfillment of his obligations towards the Bank or if he omits to provide or to increase collateral when so requested the Bank in accordance with clause 7 above, the Bank is entitled, observing the conditions set by law, to sell the assets that are in its possession as a collateral in an single or more than one consecutive sales taking also into consideration the interests of the Customer, to the possible extent. In case of sale of more than one asset the Bank is entitled to choose, at its reasonable discretion, the order in which such assets will be sold.
11. All expenses and charges related to the provisions of clauses 7 to 10 included are borne by the Customer.
12. The Customer instructs and irrevocably authorizes the Bank to charge any of his deposits or credit accounts with any overdue amount he owes the Bank.
13. The Bank is entitled to assign to third parties, in whole or in part, its claims against the Customer or to entrust third parties with their collection, in accordance with the applicable relevant legislation.
14. The Bank is not responsible for damages sustained by the Customer or by any third party due to events of force majeure, to fortuitous events or to reasons beyond its control, in general.
15. The Bank may use at its discretion third parties, natural persons or legal entities, for the execution of any transaction. The Bank is not liable for the actions of such third parties if their engagement was made following Customer's instructions or if the transaction, due to its object or the location where it is carried out, requires the engagement of third parties. In every other case, it will be liable only for any fault related to the choice of the third party and to the instructions it gave to it.
16. The Customer is liable for any damage that the Bank may sustain due to his actions or omissions or to actions or omissions of his legal representatives, agents or assistants or due to any action of such persons that is illegal or in breach of contract or unfair.
17. If the Customer wishes to transact in a foreign currency, he acknowledges that the fluctuations of the currency exchange rates involve risks which he assumes in full, and the Bank has no relevant liability whatsoever.
18. In case a Customer that is a legal entity discloses to the Bank the personal data of natural persons:  
(a) it is bound to observe its obligations under Law 2472/1997 on the "Protection of Individuals with regard to the Processing of Personal Data" as in effect, and the relevant decisions, directives and regulatory acts of the Hellenic Data Protection Authority and is obliged to have informed, prior to any such disclosure of personal data, such persons on the imminent processing of their

data in accordance with the provisions of Chapter 1 hereinabove and to have obtained their consent on the disclosure of the data and the further processing thereof described in this notification; and (b) it accepts that the Bank has no liability for any failure by the Customer to observe its obligations under (a) and that it is bound to indemnify the Bank and its legal representatives, directors and agents or proxies in general, for any harm they may sustain due to non-observance of such obligations.

### **SECTION III: CUSTOMER'S IDENTIFICATION AND REPRESENTATION**

1. The Customer is obliged to provide the Bank with the documents that are requested for the verification of his identity as well as with any other document that is required from him under the law and the relevant regulations or which the Bank, at its discretion, considers necessary. The Bank has the right to deny the execution of a transaction in case the above documents are not presented.
2. In case the Customer is a legal entity, it must place at the Bank's disposal the legalization documents from which derive, at the Bank's judgment, its lawful establishment and operation as well as its representatives who have the authority to legally bind it, as well as any other documents that the Bank may deem fit to request, depending on the case.
3. The Customer is obliged to immediately notify the Bank in writing of every change of his above mentioned details, presenting the necessary documents proving such change. The Bank has no responsibility in case of delayed or inadequate information by the Customer. If the Customer is a legal entity, it is obliged also to provide the Bank with such documents as the latter requests from him for updating its representation files, otherwise the Bank is entitled, for as long as these documents are not provided to it, to refuse the conduct of transactions or the provision of banking services to the Customer due to the Customer not being duly represented vis-à-vis the Bank.
4. The Customer may authorize third parties to represent him and to sign on his behalf in the course of transactions with the Bank, except if the contrary is provided for in the General Terms or in a specific agreement. Such authorizations are deemed to continue being in effect as long as no written notification is duly submitted to the Bank about an amendment, the revocation or the termination of their effect for any other reason whatsoever. A written notification is required even in cases where the amendment or the revocation or the termination of the effect of the representation derives from other, official or unofficial data. The burden of proof about the notification to the Bank is borne, in all cases, by the Customer.
5. In case of the Customer's decease the Bank may request, in order to establish the entitlement of his heirs, that a certificate of inheritance be produced to it. In case of decease or of dissolution, or of winding up or modification in any other way of the legal personality

of the Customer, as the case may be, if an element of foreignness concurs all legal issues shall be resolved in accordance with law that is determined as applicable by the provisions of the Greek Private International Law.

6. In every case where foreign law applies, the Bank is entitled to request a legal opinion on all legal issues arising from the application of such law, at the Customer's expense.
7. The Bank is not responsible for the authenticity, the validity, the probative force or the accuracy and the adequacy of the contents or the accuracy of the translation of the documents submitted to it, including the data related to the entitlement of the Customer's successors, and is therefore not liable for damages that may be sustained by the Customer or other beneficiaries or third parties due to defects or flaws of such documents and data.
8. The Customer will be liable for any damage sustained by the Bank due to the fact that the Bank, having committed no fault, was not informed of any limitations in the capacity to contract of the Customer or of his representative or of a third party with which the Bank transacted following instructions of the Customer.

## CHAPTER 4

### COMMUNICATION BETWEEN THE BANK AND THE CUSTOMER

#### SECTION I: NOTIFICATIONS - COMMUNICATION

1. Any notification to be sent by the Bank to the Customer is sent to him by regular or registered mail or facsimile or sms or e-mail, to the postal address or telephone number or e-mail address, respectively, that the Customer has communicated to the Bank in writing or by electronic means, where applicable, or by a personal message uploaded at the Website and accessed through Internet Banking (below in Chapter 6, Section III). Such notification will be considered to have been properly received by the Customer if it has entered his sphere of control subject to any different provision of the law.
2. Notifications of the Bank concerning all its customers can be published in the press or posted at the branches of the Bank as well the Website and the ATM screens. Notifications that bear an electronic or mechanically apposed signature or for which no signature is required and which appear on the Bank's letterhead are considered to be valid.
3. Any notification to be sent by the Customer to the Bank is sent to it by regular mail or facsimile or e-mail, to the postal address, telephone number or e-mail address, respectively, indicated by the Bank and is considered to have been received by it if it has entered its sphere of control subject to any different provision of the law.
4. The Customer also communicates with the Bank through Europhone Banking in accordance with the special provisions included in Chapter 6, Section V hereof.
5. The Customer is obliged to notify the Bank in writing or by electronic means, where applicable, about any change of his residence address or of his seat and e-mail address, as well as of any other detail that pertains to the communication of the Bank with him, such notification being necessary even if such change can be indirectly established by other official data that are in the Bank's possession. The residence or seat address that was last declared by the Customer is deemed to be his legal residence or seat, depending on the case, at which all kinds of documents are lawfully served to him and therefore the Customer cannot make any relevant objection.
6. The Bank is entitled to record the telephone conversations with the Customer for reasons pertaining to the security of transactions and the protection of the interests of the Customer, informing him about this fact in advance and receiving his consent whenever it is required by law.
7. In case the Customer appoints a process agent the Bank may, at its discretion, serve any document either to the Customer or to the process agent.

## SECTION II: PERIODIC INFORMATION - PROBATIVE FORCE

1. The Bank's accounting books, whether kept in electronic or paper form, constitute conclusive evidence as to all the data they contain, subject to counter-evidence.
2. The extracts or copies of any kind of the Bank's accounting books constitute conclusive evidence towards the Customer with regard to the operation of his accounts mentioned therein as well as to any relevant reciprocal claims. Such extracts or copies are either sent to the Customer within the frame of the periodic information that is mandatory by law or under the provisions of a specific contract, by regular mail at the postal address he has communicated to the Bank, or made available to him electronically at the Website (E-statement) in accordance with the respective provisions of Section III of this Chapter. Such extracts or copies include, amongst other data, their date of issuance and from their content derives the time period which they cover and, consequently, the frequency of the periodic information, given to the Customer.
3. In case the periodic information is sent to the Customer by regular mail the Customer, being aware of the frequency of the periodic information he receives, agrees that if within fifteen calendar days from the end of the period that the extract or copy of the account operation concerns, he does not notify the Bank in writing about not having received it, this is deemed to have been properly received, subject to counter-evidence.
4. In case the periodic information is given to the Customer by E-statement in accordance with clause 1.2 of the immediately following Section III, the Customer is deemed to receive the E-statement at the moment the Bank's e-mail about the availability of the E-statement is stored in the inbox of his determined e-mail address. Storage is not considered to have taken place only if the Customer's e-mail address is not found on the Internet and the Bank receives a message that its aforementioned e-mail was not delivered to the Customer.
5. If the Customer does not contest in writing, within thirty (30) calendar days from the end of the deadline defined in clause 3 above or from the date of the delivery to him of the E-statement in accordance with clause 4, depending on the case, the contents of the extract or copy of the account's operation and the account's balance he shall be deemed to unreservedly accept the accuracy of such content and to acknowledge each separate amount as well as the total included therein, subject to counter-evidence.

## SECTION III: ELECTRONIC PERIODIC INFORMATION VIA E-STATEMENT - ALERTS

### 1. E-Statement

- 1.1. The Customer has access to the E-statement through Internet Banking or through a special

web page of the Website, in accordance with the terms of use of such networks.

- 1.2. The E-statement replaces the periodic information provided by regular postal mail if a relevant Application is submitted through Internet Banking or a special web page of the Website or through other networks that the Bank makes available to the Customer for this purpose.
- 1.3. In the case of the previous clause the Customer determines in the Application the services for which he wishes to be informed through the E-statement as well as his e-mail address to which the Bank shall send the message about the availability of the E-statement.
- 1.4. The Customer may request at any time that the e-mails about the availability of the E-statement be no longer sent to him and that his periodic information be sent to him by regular postal mail.
- 1.5. In case the Customer is a legal entity, the foregoing provisions are binding on the User.
- 1.6. In all cases the E-statement is available to the Customer through the networks referred to in clause 1.1. hereinabove.

## **2. Alerts**

- 2.1 The Alerts are sent to the Customer following an Application submitted through the networks that are made available to him by the Bank for this purpose at each relevant time. In the Application the Customer determines the services for which he wishes to receive Alerts as well as the means of sending them.
- 2.2 For each Alert the Bank is entitled to collect the commission determined in the Table of Charges, by charging any of the Customer's accounts.
- 2.3 The Bank may send Alerts even without an Application within the frame of its transactions security and protection policy (anti- fraud alerts).

## **3. Common provisions for the E-statement and the Alerts**

- 3.1. The Customer is informed about the services for which his information can be provided through the E-statement in accordance with clause 1.2 above or for which he can receive Alerts, through the networks that the Bank makes available to him for this purpose at each relevant time.
- 3.2. The Customer may request the Bank to reduce or increase the services for which he is informed through the E-statement, in accordance with the previous provision, or for which he receives Alerts.



- 3.3. The information included in the E-statement and in the Alerts is confidential. After receiving the E-statement and the Alerts the Customer bears the risk of any third party accessing such information.
- 3.4. The Bank may temporarily suspend the dispatch of Alerts or of e-mails about the availability of the E-statement, for reasons relating to the security of transactions as well as to the maintenance or upgrading of its technical infrastructure, informing the Customer accordingly.
- 3.5. The Bank has no responsibility in case an Alert or an e-mail about the E-statement's availability is not received or is not properly received by the Customer for reasons that are beyond the Bank's control.
- 3.6. The Customer is obliged: (a) in case he ceases to have a connection to the internet, to immediately notify the Bank in order that his periodic information be sent to him by regular postal mail (b) in case of change of his e-mail address or mobile phone number, to immediately communicate his new e-mail address or mobile phone number to the Bank so as for it to thenceforth send him the e-mails about the E-statement's availability or the Alerts at such new e-mail address or mobile phone number as the case may be. If the Customer fails to fulfill his obligations aforementioned, the Bank duly sends the e-mail about the E-statement's availability or the Alerts to his last declared e-mail address or mobile phone number , as the case may be.

## CHAPTER 5 TRANSACTIONS ON DEPOSIT ACCOUNTS

### SECTION I: GENERAL TERMS ON DEPOSITS

1. Deposits with the Bank, in euros or in foreign currency, are covered by the deposits guarantee system of the Hellenic Deposit and Investment Guarantee Fund, which is of insurance nature and has the purpose of indemnifying the Bank's depositors in accordance with the provisions of the law, in case the Bank is found in inability of returning the deposits owed to its depositors.
2. Throughout its transactional relation with the Customer, the Bank is considered to be irrevocably authorized by him to accept deposits in his accounts, of cash, of the proceeds of credit transfers or other money transfers as well as of checks or other negotiable instruments, subject to the applicable provisions on money laundering.
3. The Bank decides on the deposits interest rates, the date of commencement of interest calculation (value date), the time basis and the periodicity of its calculation, which are defined in the Table of Charges.
4. The Bank is entitled to freely redefine the deposits interest rates within the lawful frames. The new applicable interest rates are communicated to the Customer through the Press, in writing on an individual basis through the respective periodic information it sends him, and also through the table of deposits interest rates included in the Table of Charges. The Bank is also entitled to determine a minimum initial amount of deposit as well as a limit below which the deposit does not bear interest.
5. The Bank informs the Customer on the interest rate, the taxes on interest, the duties, commissions and any expenses which are borne by him and relate to the keeping and operating of his accounts, through the Table of Charges. As far as the operation of his accounts is concerned, including transactions related to aforementioned items, and the balance of his deposits accounts, the Customer is also informed in writing by document periodically sent to him by the Bank in accordance with the applicable provisions, by regular mail to the address he has given the Bank or, in case of a joint account, sent to the co-beneficiary determined in the Application to his declared address, or in any other way that may be agreed. In this last case, all beneficiaries of the deposit appoint such co-beneficiary as their process agent for the needs of the deposit agreement. In case the Customer has a passbook the information on the transactions and the balance of the account is provided by bringing the passbook to the Bank and updating it.
6. Deposits of cash into savings deposits accounts and current accounts, if made at the Bank's

teller desks are effective (availability value date) immediately, whereas deposits of checks or other negotiable instruments are effective from the date that the Bank determines in each case in accordance with its policy within the legal frame. The definitive crediting of an account with the amount of a check or of another negotiable instrument is always conditional upon collection thereof from the obligor, irrespective of whether such amount was made temporarily available by the Bank in the account. If, for any reason, the negotiable instrument is countermanded or annulled or if for any reason its payment is cancelled or the free disposal of its proceeds is restricted by means of legislative, administrative or judiciary measures or if its value is charged to the Bank, the latter is entitled, without needing to take additional steps, to charge back the account without investigating the legality of the countermand or the annulment or the cancellation of payment or the restriction of the disposal of the instrument's proceeds and, in case of insufficient balance, to request from the Customer the return of the relevant amount that had been credited to his account.

7. The Bank is entitled, for security reasons, to set restrictions to the operation of accounts that show no debiting for such a period of time as is determined by the Bank at each relevant time. The Customer is informed in advance by letter or in any other appropriate manner about his account being flagged as "inactive" and the consequences of this.
8. In case credit or debit entries are made in the Customer's account, which are not based on his corresponding instructions but are due to an misapprehension or mistake of the Bank employee or to any other cause, the Bank may proceed, even on its own initiative, to correcting (by means of corrective entries) or to cancelling (by means of reversal entries) such credit or debit entries. It can also cancel temporary entries, in case of cancellation of the condition on which they depend.
9. Credits in accounts of third parties that are made following instructions of the Customer are made by the Bank on the sole responsibility of the Customer as to the underlying legal relation that connects him to the holders of such accounts and to the consequences such credits may have. In case of non-acceptance of the deposit by the account's holder the Bank is entitled to reverse the relevant entry.
10. The Bank is not liable in case the signatures appearing on the slips or on the payment orders are not genuine, except in case of negligence or willful misconduct of its employee. Also, the Bank is not liable in case the Customer's account is used by an unauthorized person if this is a direct or indirect result of the Customer's behavior.
11. The deposits in a joint account are governed by Greek Law 5638/1932 as in effect. Each one of the deposit's beneficiaries is entitled to use it in whole or in part without the collaboration or the consent of the other beneficiaries. In case of decease of any beneficiary, the deposit and the relevant account devolve ipso jure to the remaining surviving beneficiaries up until

the last one of them. The Bank is entitled to charge the joint account with the amount of any counter-claim it has against any of the beneficiaries of the joint account. The beneficiaries of the joint account are considered to be, vis-à-vis the Bank joint and several creditors.

12. Any incident occurring to one of the beneficiaries of the joint account produces ipso jure effects towards the others also. More precisely, any act or statement of the Bank related to the joint account, made to any of the beneficiaries produces ipso jure its effects towards the other beneficiaries and, vice versa, any act or statement of any of the beneficiaries made to the Bank is binding on the other beneficiaries also. By way of exception, pledging or assigning the claim from the joint account, adding a beneficiary or closing the account require the cooperation of all beneficiaries.
13. The provisions of the foregoing clauses 11 and 12 govern all the joint accounts of the Bank. A deposit to be made in a joint account with tenancy in common has to be explicitly agreed.
14. The Bank is entitled, notifying the Customer accordingly, to terminate at any time the deposit contract concluded between itself and the Customer and to close any of his deposits accounts in case he breaks the law or his contractual obligations to the Bank or if the account's balance remains zero for such a period of time as the Bank determines, depending on the case, and communicates to the Customer.
15. In case the Bank provides the Customer with a passbook the Customer is obliged to keep it carefully in safety and immediately notify the Bank in case it is stolen or lost. The Customer must bring the passbook to the Bank for every deposit or withdrawal, as well as whenever this is requested by the Bank. In all cases, a deposit or withdrawal made with the Customer signing the relevant slip issued by the Bank for this purpose is valid even without a relevant entry in the passbook. After the closure of the account the Customer is obliged to return the passbook to the Bank for cancelling.
16. In case of term deposits, special contractual documents are drafted depending on the case.

## **SECTION II: CHECKS**

1. The Bank provides the Customer with the possibility to dispose of the funds deposited in his accounts with checks in accordance with the relevant regulatory provisions. The Bank may, at its reasonable judgment, for objective reasons or reasons that are related to the Customer, refuse to provide him with a checkbook or to request the return of checkbook already given to him. The Customer's signature on the checkbook receipt is a presumption that he has examined its completeness.
2. The checks are payable on presentment. This applies to post-dated checks also. In case a Customer's check is presented within the legal deadline and not paid due to insufficient

available funds in the Customer's account on which the check is drawn, or for any other reason, the Bank makes the respective notation on the check, depending on the case, and a subsequent announcement to Tiresias S.A. as it is provided for at each relevant time.

3. The Bank is obliged to pay the checks presented to it for this purpose, to the last lawful bearer only if cumulatively: a) the sequence of the checks' endorsements is regular, b) the account on which the checks are drawn has enough available funds, c) the checks are from checkbooks provided by the Bank to the Customer or are printed by the Customer following a special agreement with the Bank and in accordance with the specifications indicated by it, and have the typical content required by law for their validity, d) the signature of the drawer does not present substantial differences from the sample kept at the Bank's archives and e) no written countermand of the cheques has reached the Bank after the expiration of the legal deadline for their presentment for payment. Any countermand made before the expiration of the legal deadline for presentment is not binding for the Bank and it is up to its discretion to pay the check or not.
4. The Bank's responsibility, in case of payment of forged checks is limited to comparing the general image of the drawer's signature apposed on the check with the sample kept at its archives, in order to locate easily noticeable differences between the two.
5. In case the available funds of the Customer are not sufficient for the payment of a check, the Bank is not obliged to pay it partially, unless special instructions of the Customer for this purpose exist, subject to the provisions of the article 34 of Greek Law 5960/1933 (re: checks), as in force.
6. The Customer is obliged to show special diligence in using and safekeeping the checkbooks that are delivered to him as well as those printed by himself in accordance with the Bank's specifications indicated to him, and is exclusively liable for every damage sustained by the Bank or himself or any third party due to the payment or non-payment of checks that have been lost, stolen, misappropriated, forged or altered in any way.
7. In case an electronic information exchange system between banks for the clearing of checks applies (Inter-Banks Electronic System for the Clearing of Checks), given that the Bank is for objective reasons unable to verify the authenticity of the check or of the drawer's signature or any other typical element required for its validity, the Customer declares that he assumes the relevant risk, releases the Bank from the corresponding liability and acknowledges any related payment made by it as being valid.
8. The Customer acknowledges and accepts the possibility that checks drawn on accounts kept with other banks may be returned unpaid without a relevant notation because, due to the time of their presentment to the Bank by him, it is not possible for such notation to be made

within the legal deadline, for reasons related to the operation rules of the Inter-Banks Electronic System for the Clearing of Checks or to the time that is required for the circulation of the check, under the traditional clearing process, and the Bank is released from any related liability.

9. In case the Bank for any reason, even due to its own negligence, pays checks issued by the Customer and drawn on an account with no sufficient available funds, the Customer is obliged to pay to the Bank immediately and on first demand, the amount of such checks together with interest from the day of payment.
10. In case of a bad check the Bank is entitled to close the Customer's account and to request the return of the checkbooks that are in his possession, and the Customer is obliged to return them.
11. In case more than one checks or payment orders are presented on the same day and the existing available funds do not suffice for paying them all and the Bank cannot easily determine the priority of the transactions, the Bank has the right to pay at its discretion any of them, irrespective of the date of their issuance or the order of their presentment.
12. The Customer is obliged to immediately notify the Bank by any means and additionally in writing, in case of theft or loss of checks, whether filled in or not. Until such notification, the Customer is solely responsible for any payment of such checks or for their return unpaid with a relevant notation due to insufficient funds. The notification obliges the Bank to display particular diligence in examining the authority of the bearer but it does not give it the right to deny payment to a person that appears to be the lawful bearer, unless a Court prohibition is imposed on it in accordance with article 781 of the Greek Civil Procedure Code.

### **SECTION III: CUSTOMER'S ORDERS TO THE BANK**

1. The orders of the Customer will be given to the Bank in writing, by a simple signed letter or by facsimile (Fax), in accordance with the Bank's procedure, or through the Electronic Networks (below in Chapter 6).
2. In case of transmission of an order by Fax, where this is allowed under the relevant procedure of the Bank, the latter is entitled to execute it if it verifies that the order bears a signature that does not present any substantial differences from the sample kept at its archives, and it is released from any and all relevant responsibility.
3. The Bank maintains the right to change the mode of transmission of orders on the condition that such change does not affect the relations already established between the Bank and the Customer up to that time.

4. The Customer consents to the use by the Bank, at its discretion, of third parties, natural persons or legal entities (representatives, agents, correspondents etc.) for the execution of his orders in Greece or abroad. The Bank is not liable for acts or omissions of such third parties, except only for any fault in selecting them or in the instructions it gave them.
5. The Bank is also not liable in case of a non-execution or faulty execution of a Customer's order for the transfer of funds to another bank, if this is attributed to such other bank's fault.
6. The Customer is not entitled to revoke or to modify any of his orders that the Bank has already executed. In all other cases, on the condition that revocation or the modification is technically and procedurally possible, the Customer bears the eventual cost entailed.
7. The Customer is responsible for any damage that he or the Bank shall suffer due to orders that are inaccurate or wrong, due to misapprehension or negligence, given by himself or his proxy or a third party, or orders transmitted to it by such persons in a manner that is unlawful or contrary to the terms of an agreement or unauthorized or erroneous.
8. The liability of the Bank for improper execution of orders is limited exclusively to the remedy of any direct damages, excluding any liability for consequential damage due to any reason whatsoever.
9. The Bank is not liable for damages resulting from changes in foreign currency value or from the exchange rate of the currency in which the transaction was made.

#### **SECTION IV: CREDIT TRANSFERS**

1. The possibility of executing a credit transfer with same-day value depends on the currency of the amount transferred and on the time limitations (cut-off times) applying in the destination country and those applying in the Greek banking system.
2. In case of absence of specific instructions of the Customer with regard to the execution of a credit transfer, the Bank is entitled to act at its discretion. The choice of the manner in which the credit transfer will be executed lies with the Bank's discretion, taking into account the relevant laws and regulations, the existing options in Greece and the banking standard practice.
3. The Bank and its correspondent abroad are not liable for any delay or for the non-execution of a credit transfer due to exchange or other restrictions or for any other legal reason or a reason beyond the Bank's control as well as in case where either it becomes impossible to locate the beneficiary on the basis of the information given by the Customer in his application, or the beneficiary does not collect in time the transferred amount for any reason.
4. The revocation or the modification by the Customer of the order for a credit transfer is in principle possible only if it is requested before the value date. In any case, the revocation or

modification is not possible after the payment of the transferred amount to the beneficiary or if this amount has been blocked for any reason by the payee's bank or by the correspondent bank unless the payee or the payee's bank or the corresponded bank, depending on the case, allows it. The Bank is not liable for any inability to execute the revocation or the modification, which is due to causes that are beyond its control.

5. In all cases, the return to the Customer of the amount of the credit transfer due to revocation or non-execution, as mentioned above, presupposes that a corresponding credit in favour of the Bank has been made by its correspondent bank or the payee's bank and any reductions that may occur due to the differences in foreign currency exchange rates or to expenses or fees of the Bank or of its correspondents, will be borne by the Customer.
6. If the credit transfer is made in a different currency than the currency of denomination of the Customer's account to be debited for its execution, the currency conversion is made on the basis of the exchange rate announced by the Bank on the day such account is debited.
7. The Bank is not liable for any delay or for the non-execution of a credit transfer whose beneficiary is the Customer, in case of absence or error in any of the details that are necessary for its execution.
8. In case the Bank receives an order to execute a credit transfer whose beneficiary is the Customer in a different currency than the currency in which his deposits account to be credited is denominated, the Bank may, at its discretion, convert the currency of the amount of the credit transfer into the currency of denomination of the account at the exchange rate announced by it on the day of the conversion, if the amount of the credit transfer does not exceed ten thousand (10,000) euros at the time of conversion.
9. The customer is obliged, whenever so requested by the Bank or if this is imposed by law, to inform the Bank on the origin of the amounts which are transferred to his account as well as on the purpose thereof.



## CHAPTER 6

### TRANSACTIONS THROUGH ELECTRONIC NETWORKS

#### SECTION I: ELECTRONIC NETWORKS

1. Services are provided to the Customer through Electronic Networks.
2. The Customer gains access to the Electronic Networks either by submitting an Application or by using the Card, depending on the case. Any change in the extent of the access to the Electronic Networks or cease thereof is made, where applicable, by submitting a relevant request to the Bank, in paper form or electronically through Europhone Banking or the Website.
3. The Bank informs the Customer about which transactions are available through the Electronic Networks as well as on the days and hours during which these can be conducted, in any way the Bank considers appropriate, depending on the nature of each network.
4. The Bank, observing the evolution of technology and aiming to serve the Customer, can include in the Electronic Networks new networks for conducting electronic transactions. Transactions through such new networks shall be made in accordance with the instructions to be given by the Bank.
5. In case the Customer is a legal entity it clearly declares to the Bank the kind and the extent of access that it wants the User or the Holder to have. The Customer acknowledges every act or omission of any authorized User or Holder as being effective, valid and binding on itself and assumes every responsibility deriving from it.

#### SECTION II: COMMON PROVISIONS

1. To fulfill its obligation to provide services through the Electronic Networks, the Bank maintains the appropriate IT infrastructure, including the necessary hardware and software. The rapid technological development of the communications and information transmission networks as well as of the technological infrastructure that supports them makes it necessary that the approach of the General Terms, their application and their interpretation be made in a manner that is open to the evolution of technology and electronic data reading. Any technological upgrades, improvements and modifications in general, to the Electronic Networks' infrastructure shall be automatically made by the Bank.
2. Within the context of the previous clause, the Bank is entitled to alter or revise those only of the General Terms, which are related to the procedure and the technical parameters of the Customer's access to the Electronic Networks (such as security methods, Customer's identification etc.), such alterations or revisions by the Bank being binding on the Customer

from the moment they become known to him, either in writing or through relevant announcement in the Website or through the Electronic Networks concerned. The abovementioned technical and procedural alterations or revisions do not constitute an amendment to the General Terms.

3. The Bank attends to the operation of the relevant technological infrastructure but is not liable in case any interruption of the Electronic Networks operation occurs, which is attributed to events of force majeure, networks outage or delay, power failure, strike of its personnel, works for the maintenance or the upgrade of its technological infrastructure, whether scheduled or not, or to malfunction of the technical equipment of the Customer or of a third party.
4. The Bank reserves its right to request at its discretion from the Customer to send all transaction orders given through the Electronic Networks, in written form also or by any other means the Bank may deem expedient.
5. Orders given through the Electronic Networks can only be revoked if this is technically and procedurally possible and in such a case the Customer bears the eventual cost of the revocation included in the Table of Charges in effect, or in the price lists of third parties.
6. The Customer undertakes to transmit to the Bank orders that are absolutely clear, complete and accurate otherwise the Bank is not obliged to execute them or to inform to the Customer accordingly.
7. The orders given through Electronic Networks, as long as they comply with the terms of identification of the Customer, depending on the case and, in case of a legal entity, of the Holder or of the User, that are stipulated in the relevant Sections of the present Chapter, are acknowledged to be valid, binding and in effect, originating from the Customer, who cannot contest them for any reason whatsoever.
8. The Access Codes and the PIN are equivalent to the signature of the Customer and -in case of a legal entity- of the Holder or the User and they are strictly personal. The Customer and -in case of a legal entity- the Holder or the User, who has the ability to replace the Password and the PIN with others of his absolute choice, is obliged to memorize the Password and the PIN, to destroy the document by which they were communicated to him and, in all cases, not to keep them written in any form or manner. Keeping the Access Codes or the PIN in any readable form constitutes gross negligence of the persons above-mentioned.
9. The Customer and -in case of a legal entity- the Holder or the User, must immediately notify the Bank by any appropriate means and in addition in writing, in any case of voluntary or involuntary leak of the Access Codes and the PIN to any third person, or even in case of suspected leak, in order that the possibility to conduct transactions be cancelled. The

Customer is fully responsible for the conduct of transactions by a third party until the moment the Bank is informed of the leak of the Access Codes or the PIN.

10. The Customer acknowledges that the Bank has no liability whatsoever for any actual or consequential damages he may sustain due to the non-observance of his obligations that derive from all the present terms and especially from those pertaining to the Access Codes and the PIN.
11. The data of the Customer's transactions conducted through the Electronic Networks are kept in the Bank's electronic archives, which provide conclusive evidence as to the relevant transactions of the Customer with the Bank, subject to counter-evidence.

### **SECTION III: TRANSACTIONS THROUGH THE INTERNET (INTERNET BANKING)**

1. The Bank informs the Customer about which transactions are available through the internet, at the Website or by any other appropriate means, depending on each case.
2. The Customer shall have access to the Internet Banking by using the Access Codes.
3. The Bank determines, at its discretion, the transactions for the conduct of which it is required from the Customer and -in case of a legal entity- from the User the use of a Certificate or other means of secure identification, such as, without limitation, the one time password. The means in which the Certificate is stored, the whole process of creating and storing the Certificates or of producing and sending any other security code and the maximum number thereof are determined by the Bank, at its discretion, and are communicated through the Website.
4. The Password, the Certificate Code as well as any other required security code, are electronically produced under security conditions that make their reproduction impossible.
5. The combined use of the Username, the Password and the Certificate, where the latter is required, or of other security codes that might have been produced and sent to the Client and - in case of a legal entity - to the User in accordance with the procedure that is from time to time designated by the Bank, constitutes evidence that the order to conduct the transactions originates exclusively and solely from the Customer.
6. For reasons pertaining to the security of transactions, the Bank reserves the right to obligate the Customer and -in case of a legal entity- the User to change the Access Codes or to cancel his Certificate and to provide him with a new Certificate Code for the issuance of a new Certificate, whenever this is deemed necessary.
7. The Bank is not liable in case the Customer makes a transaction for which the Bank has determined that a Certificate stored in a specific means is required to be used, and the

Customer, or the User in case of a legal entity, has stored it in another means. In case a transaction is contested the Customer must produce to the Bank, for inspection, the means in which he has stored the Certificate. Failure by the Customer to produce the storage means in a condition allowing such inspection, releases the Bank from any liability related to the transaction made.

8. If the Customer and -in case of a legal entity- the User loses the Certificate or its storage means or if the use of the Certificate becomes impossible for any technical reason, the Customer is obliged either to cancel himself the Certificate through the Website or, in case this is not feasible, to immediately notify the Bank through Europhone Banking and request Access Barring or proceed himself to the Access Barring through Internet Banking in accordance with the provisions of clause 12 below.
9. The Certificate storage means sent to the Customer and -in case of a legal entity- to the User is property of the Bank.
10. The Customer and -in case of a legal entity- the User is obliged to sign – when applicable - receipts of the storage means and of the Access Codes.
11. The Bank reserves the right to not execute a specific transaction or to temporarily suspend the ability of conducting transactions through Internet Banking for reasons pertaining to the protection of transactions or of the Customer or of its own. Access Barring can take place at any time, at the Bank's discretion, without it being obliged to announce the cause of the suspension. In any case however, it is obliged to inform the Customer and -in case of a legal entity- the User about Access Barring being activated, through the Website or Europhone Banking.
12. The Customer and -in case of a legal entity- the User is entitled to request in writing from the Bank Access Barring, at any time and for any reason. Access Barring is activated within five (5) business days at the latest after the Bank has received such written request. If the Customer wishes immediate Access Barring, he can declare it to the Bank through Europhone Banking or proceed himself to the Access Barring through Internet Banking in which case Access Barring is immediately activated. In this case the Bank may request a relevant written confirmation.
13. For the re-activation of the Customer's and -in case of a legal entity- of the User's access to Internet Banking, following an Access Barring, a relevant declaration by the Customer is required, either in writing or through Europhone Banking if he is registered to this service of the Bank and has a relevant PIN. In such a case, the access activation is operated within the next five (5) business days.
14. The Customer must have installed to his computer or to any other appliance he uses for his

access to Internet Banking the latest updated versions of software applications, operating systems and releases of antivirus and other related data and computer protection programs, which must be compatible with the Bank's system and he must in no case store in his computer programs that are unofficial or for which he has no official installation licence.

15. Given that the provision of financial services from a distance and the encryption of communications through electronic networks are regulated in a different manner from one country to another, the Customer is obliged to be informed about and abide by the legislation of the country in which he is located, which relates to the provision of financial services from a distance and the encryption of communications through electronic networks.
16. The Customer and -in case of a legal entity- the User is obliged, for reasons related to the security of transactions, not to use the Access Codes in electronic networks of third parties.
17. The Customer's access to Internet Banking and the use of the Bank's systems, by virtue of the General Terms, does not create a right of any form whatsoever in his favor and in favor of the User -in case of a legal entity- over the industrial and intellectual property rights in general of which the Bank or any third party is the owner. Subject to the immediately following clause 18, any copying, deletion, reproduction, imitation or falsification in any way, in whole or otherwise, in any form and by any means, and any violation in general of the rights above-mentioned by the Customer and the User- in case of a legal entity- is an illegal and unfair act, which is punishable by criminal law and it is strictly forbidden and entails the relevant legal consequences.
18. The Customer and -in case of a legal entity- the User is entitled to print, copy, retrieve or temporarily download from the Website parts or extracts thereof, for the purpose only of conducting transactions. Any other use, such as linking the Website to the website of a third party, is strictly forbidden and the Bank is entitled to request compensation for any actual or consequential damage it may suffer due to such reason.
19. The Customer accepts that the use of the web pages of the Website has the exclusive purpose of conducting banking transactions. Consequently, the Customer and -in case of a legal entity- the User is obliged to abstain from any action which aims to the reverse engineering or to the reconstruction of the source code of the Website's software or to the unauthorized access to any service, software, system, individual computer or computer network or to the Bank's archive or to hacking the Website and its systems in general in any way whatsoever such as, indicatively, by using mechanical means or automated methods.
20. The Customer and -in case of a legal entity- the User is informed that his telephone conversations and mandates given through the Internet Banking helpdesk will be recorded

by the Bank for the sake of transactions security. The continuation by the Customer of the conversation constitutes an acceptance on his part of such recording.

21. The Bank has taken all the necessary measures for the high-level security and protection of its systems as these are dictated by good practice. Although the Bank undertakes to upgrade its protection systems and to use antivirus programs, it cannot in practice guarantee the absence of viruses and it is not liable in case of damage to the equipment, the software or the files or any other damage sustained by the Customer due to a virus.
22. The Bank transmits through Internet Banking information that is electronically and automatically sent to its system by third parties (such as the Athens Stock Exchange, the Bank's subsidiaries etc) exactly as it is sent to it and has no responsibility with respect to its content.
23. In case some information or some transactions are explicitly subject to specific liability disclaimer provisions or other specific terms, the Bank will communicate them by posting them at the Website. The use of such information or the conduct of such transactions by the Customer and -in case of a legal entity- by the User constitutes the acceptance by the Customer of these provisions and terms.
24. For the conduct of transactions through Internet Banking, the Bank is entitled to charge the Customer with a commission or with a one-off charge for the use of the Certificate storage means, in accordance with the Table of Charges in effect at each relevant time. The Customer authorizes the Bank to collect the applicable commissions by charging his deposits account involved in the relevant transactions. For transactions involving more than one deposits account of the Customer kept with the Bank, the commissions are collected by charging the account from which money is transferred. The charging for the Certificate storage means is made the first time Internet Banking is used after the delivery of such means.
25. The Customer assumes the cost of third parties such as the cost of connecting to electronic information networks, telephony and other duties, taxes, contributions, expenses or any other charges whatsoever in favor of the State or of any third parties, which are imposed due to or on the occasion of the conduct of transactions through the Internet.
26. Transactions through Internet Banking can also be conducted with the use of a mobile phone or other appliance that allows access to the internet, in accordance to the instructions communicated at each relevant time by the Bank through the Website.

#### **SECTION IV: TRANSACTIONS THROUGH AUTOMATIC TELLER MACHINES (ATMs)**

1. The Bank informs the Customer or the User, depending on the case, about which

transactions from those referred to in the present Section are available, through the ATMs or by any other appropriate means as well.

2. The Customer and -in case of a legal entity- the Holder can make transactions through the Bank's ATMs in Greece and also through the ATMs of other Banks in Greece or abroad, if such possibility is provided to him, by using the Card and the PIN Number,.
3. The combined use of the Card and the PIN is evidence that the order to conduct the transactions originates exclusively from the Customer.
4. The conduct of transactions through the ATMs is operated solely on Linked Accounts.
5. Cash withdrawals with the use of the Card can be made only in Euro banknotes or, in case the Customer is outside the Euro zone, in the respective foreign currency and up to the daily or other special limit determined by the Bank, on the condition that there are sufficient available balances. Any request by the Customer for a change in the applicable limits at each relevant time, does not bind the Bank, which decides at its discretion.
6. In what specifically concerns the inter-banking transactions that are available through the ATMs of another Bank as well as the way of conducting them, the Customer and -in case of a legal entity- the Holder is informed through the ATMs of such other Bank. The Customer bears the applicable cost of the respective inter-banking transaction, the amount of which, for inter-banking transactions both in Greece and abroad, is mentioned in the Application for the Card and in the Table of Charges.
7. Cash deposits with the use of the Card can only be made in banknotes, in accordance with the instructions that appear on the ATM screen, either using an envelope or not, depending on the ATM model.
8. In case special envelopes are provided by the ATM for deposits, the Customer and -in case of a legal entity- the Holder, must use one envelope for each deposit, which must be placed in the ATM sealed.
9. In case no envelope is needed for a deposit through the ATM the banknotes are placed in the special slot available for this purpose on the ATM, which automatically inspects them in relation with any counterfeiting and deterioration. Counterfeited banknotes are withheld by the ATM and for the rest a receipt is issued for the amount of the deposit, if so selected (clause 13 below).
10. The Bank counts the deposits made in accordance with clauses 8 and 9 above. If the amount that was dialled at the ATM -in case an envelope was used- or printed on the ATM receipt - in case no envelope was used- and the amount counted by the Bank match, the deposit or loan account selected will be credited with this amount. If there is a difference between the

two, the amount that will be credited to the account will be the amount confirmed as counted by the Bank; the Customer shall then be immediately notified by relevant letter sent to him by the Bank.

11. In case an envelope is not sealed or badly sealed, causing its content to drop and blend with the content of another opened envelope, the Bank shall proceed to counting and crediting the deposits or loan account, based on the amounts written on each envelope and if these amounts do not match with those found the accounts shall be credited proportionately to the amounts written on the envelopes and the Customers shall in this case also be immediately notified by letters. In any case, the Customer bears the burden of proof in relation to the content of his envelope.
12. Cash deposits through ATMs of the Bank are available to the Customer and bear interest from the time that it is verified that their amount matches the amount counted by the Bank in accordance with clause 10 above. Cash deposits made after banks' regular working hours (cut – off time) or during non-working days shall be counted the next working day. In case the Client is not a “consumer” as defined in Law 3862/2010, the availability and the commencement of interest bearing are postponed to the next working day.
13. For every transaction through ATMs it is possible, if selected by the Customer or -in case of a legal entity- by the Holder, that a written transaction confirmation slip be issued confirming the mandate given by the Customer. If for technical reasons such a slip cannot be issued, the Customer and -in case of a legal entity- the Holder is informed accordingly through the ATM's screen before the execution or the completion of the transaction and he can contact the Bank for its confirmation.
14. The Bank may at any time and without prior notice to the Customer, suspend or interrupt the possibility of conducting transactions at the ATMs for reasons pertaining to the Customer's protection or for any other lawful reason. The Bank can also temporarily or permanently stop the operation of one or more ATMs, without giving prior notice, in case of maintenance, failure or malfunction or for security reasons. In such cases the Bank shall have no liability whatsoever vis-à-vis the Customer for any damage or loss he may sustain due to any of these reasons.
15. The Customer and -in case of a legal entity- the Holder is hereby informed that the transactions conducted with the use of the Card through the ATMs of the Bank or possibly of other banks shall be videotaped, for the purpose of preventing or suppressing illegal acts that threaten life and property.

## **SECTION VI: TRANSACTIONS THROUGH THE CUSTOMER TELEPHONE SERVICE (EUROPHONE BANKING).**



1. The Bank informs the Customer or the Holder, depending on the case, about which of the transactions referred to in this Section are available as well as the hours, days and phone numbers for conducting them, through Europhone Banking or by any other appropriate means, as well.
2. The Customer and -in case of a legal entity- the Holder may make the above-mentioned transactions by telephone, through Europhone Banking, using the Card and the PIN provided by the Bank for this specific purpose.
3. The Bank may, for technical reasons or for reasons pertaining to the protection of transactions, cancel at any time a PIN provided to a Customer or -in case of a legal entity- to a Holder, notifying him accordingly.
4. The existence of at least one Card is a prerequisite for the use of Europhone Banking.
5. The combined use of the Card and the PIN Number constitutes evidence that the order to conduct the transactions originates exclusively and solely from the Customer.
6. Prior to making any transaction it is mandatory that the Customer and -in case of a legal entity- the Holder be identified either by competent employees of the Bank or by an automated system. For this purpose the relevant instructions of the Bank and its methodology must be followed.
7. The Bank is not liable for any damage sustained by the Customer in case the transaction is carried out by a third party, who knew the information that is necessary for the identification of the Customer and -in case of a legal entity- of the Holder.
8. The competent employees of the Bank who answer the phone call of the Customer and -in case of a legal entity- of the Holder, inform him of the value date of each transaction made.
9. The Customer and -in case of a legal entity- the Holder is hereby informed that his telephone discussions and orders given through Europhone Banking shall be recorded by the Bank for the purpose of securing the transactions. The continuation by the Customer of the conversation constitutes an acceptance on his part of such recording.
10. Any operation of a deposits account made through Europhone Banking shall be recorded in the Customer's deposits account passbook when this is updated or in the account statements that the Bank periodically issues and sends to the Customer.
11. The Bank, for reasons pertaining to the security of transactions, is entitled to set at any time a daily maximum amount limit, which applies cumulatively to all the transactions conducted through Europhone Banking within the same day except stock market transactions for which no limit applies. The Bank is entitled to change at any time at its discretion such limit. The Customer and -in case of a legal entity- the Holder shall be informed on the applicable

amount limit in effect at each relevant time through Europhone Banking.

12. In case an amount is credited in an account of the Customer due to misapprehension or mistake of the competent Bank's employees, the Bank is entitled to proceed, on its initiative, to the necessary accounting entries in order to reverse the crediting of such amount.
13. The Bank reserves the right to deny to the Customer and -in case of a legal entity- the Holder the possibility of conducting a transaction through Europhone Banking for technical reasons or reasons related to the security of transactions. The Bank may also, for the same reasons, interrupt at its discretion the operation of Europhone Banking.
14. The Customer will be informed about the transactions he conducts through Europhone Banking, in accordance with what is applicable for each particular kind of transaction.

## CHAPTER 7

### TERMS OF GRANTING AND USE OF CARDS

#### 1. Issuance - Delivery of Card - Beneficiary

- 1.1. The Card is issued in the name of the Customer whose full name or company name or distinctive title is printed on it. If the Customer is a legal entity the full name of the Holder is also printed on the Card.
- 1.2. The Card is sent to the Customer, to the address stated in the Application or in a subsequent request of the Customer submitted in writing or through the Electronic Networks that are made available for this purpose to him by the Bank or to the most recent address declared by him, in accordance with clause 1 of Section I of Chapter 4 of the General Terms. The Customer bears the risk of the delivery of the Card in this manner if he has not declared the exact address of his residence or any changes thereof. Following a request of the Customer, the Card may be delivered to him at a Bank's branch of his choice, instead of being sent.
- 1.3. The Professional Card in particular may, under the applicable Bank's procedure, be issued and delivered to the Customer in person and -in case of a legal entity- to the Holder, at the Bank's branch in which the Customer filed his Application. Each new Professional Card that is issued in renewal of an old one is sent to the Customer and -in case of a legal entity- to the Holder, in accordance with the provisions of the previous clause 1.2. To obtain a new Professional Card, in case of theft or loss or deterioration/destruction or -in case of a legal entity- in case of change of the Holder, a new Contract is required to be signed.
- 1.4. The customer and -in case of a legal entity- the Holder is obliged to sign on the back side of the Card and to activate it in accordance with the instructions that accompany it.
- 1.5. The Card belongs to the Bank and is provided to the Customer for his personal use only. Transferring the Card to a third party or allowing a third party to use it in any way whatsoever is forbidden. In what specifically concerns the Professional Card, if the Customer is a legal entity the only person that is entitled to use the Card in the Customer's name and on its behalf is the Holder, who co-signs the Application and is liable vis-à-vis the Bank jointly and severally together with the Customer for the observance of the obligations under the Contract that concern him.
- 1.6. The identity of the Holder and the extent of his authority are determined in the documents provided by the Customer to the Bank for establishing its representation scheme.
- 1.7. The Customer is obliged to immediately notify the Bank in writing of any change of the Holder, as well as of any fact which under the law results in the termination of his representation powers, by submitting to a Bank's branch a letter for the Card's cancellation

or the legalization documents that are necessary depending on the case.

- 1.8. In the cases mentioned in clause 1.7 the Bank cancels the Card that was held by the former Holder and, if the Customer so wishes, provides a new Card in accordance with clauses 1.2, 1.3, 1.5 in fine and 1.6 hereinabove.
- 1.9. In case of expiration of the legal opinion regarding the representation scheme of a Customer that is a legal entity, in accordance with the applicable procedure of the Bank, the Bank cancels the Card or suspends it, at its discretion, until such time as the legalization documents and the legal opinion are updated.
- 1.10. The cancellation of the Card in the cases contemplated in clauses 1.8 and 1.9 results ipso jure in the termination of the Contract.
- 1.11. The Customer acknowledges every act or omission of the Holder as being valid, effective and binding and assumes every liability deriving from it. Furthermore, the Customer is obliged to ensure that the Holder observes all his obligations under the Contract and is liable vis-à-vis the Bank jointly and severally together with the Holder for any breach of such Holder's obligations.

## **2. Card Validity – Renewal**

- 2.1 The Card is valid until the end of the month that is written on it. The Customer and -in case of a legal entity- the Holder is obliged to destroy the old Card upon its expiration or cancellation. The use of the Card after the termination of the Contract or the expiration or the cancellation of the Card by any means or for any reason is forbidden and is punishable under criminal law.
- 2.2 Upon its expiration the Card is automatically renewed by the Bank, unless the Customer declares in writing to the Bank, at least forty (40) days before the beginning of the month in which it expires, that he does not want it to be renewed.
- 2.3 Every new Card that is issued in replacement (subject to the provision of the last sentence of clause 1.3 above) or in renewal of a previous one, is considered to be the continuation of the previous one and is governed by the provisions of the Contract.

## **3. Personal Identification Number (PIN)**

- 3.1. Upon the Card's issuance, the Personal Identification Number (PIN) is also issued and sent to the Customer by post or delivered to him at a Bank's branch of his choice. The PIN, which, depending on the case, may need to be decoded according to relevant accompanying instructions of the Bank, is used only in combination with the Card for making the

transactions referred to in the respective articles below. In what particularly concerns Professional Cards, the PIN is delivered to the Customer and -in case of a legal entity- to the Holder in person, simultaneously with the issuance and the delivery of the Card, at the branch where the Customer filed the Application. The PIN is automatically generated under conditions of total security and cannot be reproduced; its use is equivalent to the signature of the Customer and -in case of a legal entity- of the Holder when making electronic transactions. The Customer and -in case of a legal entity- the Holder must memorize the PIN and destroy the document by which it was communicated to him.

3.2. In case of issuance of a new Card in replacement of a lost or stolen one, a new PIN is issued.

3.3. For the transactions mentioned in article 8 below, the Bank gives to the Customer and -in case of a legal entity- to the Holder a special PIN to which apply all the provisions of the present article as well those of the following article 4.

#### **4. Card - PIN Safekeeping**

4.1. The Customer and -in case of a legal entity- the Holder undertakes the following obligations:

- a) To safe keep the Card with diligence, and daily check that he has it in his possession.
- b) To keep the PIN secret, to memorize it, destroy the document by which it was communicated to him and not write it in any form on the Card or on any other object which he keeps or carries together with the Card.
- c) To notify the Bank by phone through Europhone Banking (phone no. +30210-9555000 or 801 111 1144) or in writing at any of its branches, as soon as he notices the loss or theft of the Card or the leak of the PIN or any erroneous or unusual transactions debits made without his consent. Until the Bank is notified the Customer and -in case of a legal entity- the Holder also are liable for every damage sustained due to the theft or the loss up to the amount determined by law unless if, due to gross negligence on their part, they did not observe any of the obligations mentioned above under (a), (b) and (c) or if they have acted fraudulently, in which cases their liability is unlimited. Writing the PIN in any form on the Card or on another object kept or carried together with the Card, or failing to daily check that the Card is in their possession or failing to check the statements of the Card's account are all cases that are agreed to constitute gross negligence.

1. From the time the Bank is notified, the Customer and -in case of a legal entity- the Holder also, do not have any liability for the damages sustained due to the Card's loss or theft, unless they have acted fraudulently.

- 4.2. If in the frame of a contract for the provision of financial services from a distance, the Card is used without the consent of the Customer or by a person who does not act neither can be considered as acting as his proxy, in addition to other consequences, such contract is ipso jure null and the amounts already paid are returned to the Customer by the financial services provider together with interest. This clause does not apply to Professional Cards.
- 4.3. In every case where the Bank is notified about the loss of the Card or the leak of the PIN, if the Customer and -in case of a legal entity- the Holder also, has observed his obligations under the Contract, the Bank provides a new Card or/and a PIN, unless he explicitly states that he does not wish to receive a new Card.

## **5. Linking the Card to an Account - Applicable limits**

- 5.1. The existence of one or more Linked Accounts is a prerequisite to the use of the Card. In case more than one Linked Accounts exist, the account indicated by the Customer as being primary is the Linked Account which is debited with the amounts of the transactions conducted with Undertakings in accordance with article 6 below.
- 5.2. In what particularly concerns Professional Cards, the Customer indicates in the Application the kind of access of each Linked Account to the transactions made with the use of the Card, which can either full, in which case all kinds of transactions can be made through the Linked Account using the Card, or limited, in which case only deposits in the account and balance queries can be made through the ATMs and through Europhone Banking. In case of more than one Linked Accounts with full access, the account indicated by the Customer as being primary is considered to be the Linked Account which is debited with the amounts of the transactions mentioned in article 6 below as well as with the amounts of transactions through the ATMs of other banks, in accordance with the provisions of article 7 of the present Chapter of the General Terms.
- 5.3. The Customer may at any time request from the Bank in writing or, where applicable, in electronic form the addition of new or the replacement of Linked Accounts or the replacement of the primary Linked Account with another one.
- 5.4. The Card can only be used if there is sufficient available balance in the Linked Accounts to cover the amount of the transaction and the use of the Linked Accounts has not been suspended or prohibited for any reason and in all cases for amounts that do not exceed the maximum daily limits of transactions mentioned in the Application.
- 5.5. The daily limits of transactions are set for reasons pertaining to the protection of the interests of the Customer and to the security of transactions and the Bank is entitled to change them or set even the limit to zero, for security reasons or if the Customer or -in case

of a legal entity- the Holder acts in a manner that is contrary to the contract's terms, and inform the Customer of its decision by letter. In what particularly concerns Professional Cards, the Customer has the option to change the limits applicable to the Card following a written request.

## **6. Transactions with Undertakings**

- 6.1. The Card can be used by the Customer and -in case of a legal entity- by the Holder, for the payment of the amount of transactions conducted by him in Greece or abroad, with Undertakings that are equipped with an EFT/POS device.
- 6.2. Each transaction is completed either by dialing the PIN on the EFT/POS device or -in case the EFT/POS device installed at the Undertaking does not support PIN use- by the Customer and -in case of a legal entity- the Holder signing on the special slip, which is automatically issued by the device showing the details of the transaction and of the Undertaking. By either way, the Bank is authorized to debit the relevant Linked Account mentioned in clauses 5.1 and 5.2, depending on the case, with the amount of the transaction as long as the conditions stipulated in the clause 5.4 above are met, and to credit the account of the Undertaking respectively. This authorization is agreed to be irrevocable, since it serves the interests of both contracting parties and of the Undertaking as a third party. The transactions with the use of the Card in foreign currency shall be charged with the relevant commission for the conversion of the foreign currency into euros, as defined in the Application and in the Table of Charges.
- 6.3. As evidence of every transaction with an Undertaking the Customer and -in case of a legal entity- the Holder will receive a copy of the EFT/POS slip. If the Customer and -in case of a legal entity- the Holder requests from the Bank additional copies of the slips he will be charged with the cost of their issuance, determined in the Application and in the Table of Charges.
- 6.4. The Card is only a means of payment and therefore the Bank is not liable for any failure, refusal or improper fulfillment of the Undertakings' obligations in the transactions conducted with the Customer nor does the Customer have the right to oppose to the Bank any objections or claims of his which result from his relations with the Undertakings, unless otherwise provided by law.
- 6.5. Transactions from a distance with the use of the Card (indicatively, through telephone or the internet etc.) are possible, if permitted by the Bank, under the Client's sole responsibility and risk.

## **7. Transactions at the ATMs**

The Customer and -in case of a legal entity- the Holder is entitled to make banking transactions with the use of the Card at the ATMs of the Bank or of other banks in Greece or abroad, if this possibility is provided, in accordance with the provisions of the Chapter 6, Section IV of the GTs.

## **8. Transactions through Europhone Banking**

The Customer and -in case of a legal entity- the Holder can make banking transactions with the use of the Card through Europhone Banking, in accordance with the provisions of the Chapter 6 Section V of the General Terms.

## **9. Transactions data record keeping – Information to the Customer**

10. For each transaction made with the use of the Card at the ATMs or with Undertakings or through Europhone Banking, all the data related to the orders given by the Customer and - in case of a legal entity- by the Holder, and to their outcome will be recorded in the Bank's computer system.
11. For each transaction made with the use of the Card which results in crediting or debiting a Linked Account of the Customer, he is informed in accordance with the provisions on his periodic information included in Section II of Chapter 4 of the General Terms.
12. All entries included in the memory of the Bank's computer system, of which the Customer is informed in accordance with the previous clause 9.2 are binding for the Customer, who agrees that the relevant printouts from the Bank's computer system will provide conclusive evidence towards the Customer about the transaction made, subject to counter-evidence.

## **10. Suspension of the Card's Validity**

The Bank is entitled at any time during the term of the Contract to suspend the Card's validity for reasons pertaining to the security of transactions or the safeguarding of the interests of the Customer. In such cases, the Customer is not entitled to make a claim against the Bank for the remedy of any harm he sustained due to the suspension of the Card's validity.

## **11. Duration - Termination of the Contract**

- 11.1. The Contract is of indefinite duration and can be terminated at any time by relevant notice by any of the parties, which results in the cancellation of the Card.
- 11.2. The Customer is entitled at any time, and without needing to observe a deadline, to terminate the Contract. The termination is effected by destroying the Card and delivering it to any of the Bank's branches.
- 11.3. The Bank is entitled to terminate the Contract in writing with immediate effect if all of



Customer's Linked Accounts are closed without being replaced, as well as in case any of the following events occurs with respect to the Customer, or -in case of a legal entity- the Holder:

- a) The breach of any term of the Contract, which are all deemed substantial,
- b) The breach of the applicable law in relation to the Card or to the keeping of the Linked Accounts or to the transactions conducted using the Card,
- c) The inaccuracy of any statement made to the Bank regarding the Card or any false statement about any of the data included in the Application,
- d) Limitations to the Customer's or -in case of a legal entity- of the Holder's capacity to contract and especially his placement under guardianship.

11.4. The Contract is also terminated ipso jure (a) upon the expiration of the Card's validity appearing on its front, if it is not automatically renewed by the Bank for any reason, in accordance with clauses 2.2 and 2.3 above, (b) if the Card is cancelled and not replaced, following a Customer's request and (c) in case of a Professional Card, if the Card is cancelled in accordance with clauses 1.8 and 1.9 above.

11.5. In what particularly concerns Professional Cards, the Bank is entitled to terminate the Contract at any time, even if none of the events mentioned in clause 11.3 have occurred. In such a case the termination will take effect and produce its results after the lapse of a reasonable thirty-day period starting on the day the Customer receives the termination notice sent by the Bank.

## 12. Contract Amendments

Taking into consideration that the duration of the Contract is indefinite, the Bank is entitled to amend its terms in accordance with clause 1 of Chapter 9 of the General Terms.

## 13. Notifications - Communication

Any application, notification, Card return or Customer complaint related to the Card's use, shall be addressed either to the Bank or to the company Eurobank Cards S.A., at their addresses and telephone numbers that are communicated by brochures and by the written or electronic periodic information sent to the Customer.

## CHAPTER 8

### SAFETY DEPOSIT BOX LEASE TERMS

1. The duration of the lease is one year.
2. The lease is automatically renewed for one year each time, on the same terms and at the rent that is applicable according to the Table of Charges on the date of each renewal, unless the Bank or the Customer opposes to the renewal in writing until the end of the then current term.
3. The full rent amount is paid in advance, at the time the Contract is concluded or, in case of a renewal, on the first day of the new yearly lease period.
4. The Bank provides for each safety deposit box one or two identical and unique keys, depending on its type, which are given to the Customer at the time the Contract is concluded.
5. The Customer is entitled to use the safety deposit box during the Bank's working hours. Opening the safety deposit box requires the simultaneous use of two different keys of which one is held by the Customer and the other by the Bank.
6. A Customer that is a natural person may, at his sole responsibility, use the safety deposit box by proxy for the appointment of whom a special written power of attorney is required. In case of a Customer that is a legal entity, the appointment of its representatives for the conclusion and the termination of the Contract as well as for the use of the safety deposit box will be made in accordance with the procedure defined by the Bank.
7. Sub-letting or transferring the use of the safety deposit box, in any form, is strictly forbidden.
8. It is not allowed to place in the safety deposit box objects that can cause damage to the safety deposit box or to its neighboring ones or to expose the Bank to any danger. In case the Bank suspects that the safety deposit box is used in a manner that is illegal or contrary to the terms of the contract, it is entitled to examine the safety deposit box's contents in presence of the Customer, who is invited in writing for this purpose. If the Customer does not present himself within the deadline set in the relevant invitation, the Bank has the right to terminate the Contract and open the safety deposit box in accordance with the provisions of clause 11 below.
9. In case any of the safety deposit box's keys are lost or destroyed, the Customer is obliged to immediately notify the Bank in writing. As soon as the loss or the destruction is declared the Bank proceeds, in the Customer's presence, to changing the safety deposit box's lock and provides the Customer with the new key or keys, depending on the type of the safety deposit box. The cost related to the lock change is borne by the Customer.
10. The Customer bears every cost of repair of the safety deposit box from deterioration that is due to uncommon use.
11. In case of termination of the lease, in any way, the Customer is obliged to empty the safety

deposit box and return its keys to the Bank. If the Customer does not appear the Bank is entitled, after the lapse of one (1) month, to open the safety deposit box, following an authorization by the President of the First Instance Court, in accordance with the article 93 par. 3 of the Legislative Decree dated 17.7/13.8.1923 (re: special provisions regarding Sociétés Anonymes) or even without such an authorization if, at its judgment, there is an important reason for this. The opening of the safety deposit box takes place in the presence of a notary public, who drafts a relevant act including an inventory of its contents. The contents of the safety deposit box are, at the Bank's judgment, either kept by it or deposited with the Loans and Consignments Fund ("Tameio Parakatathikon kai Daneion") in the name of the Customer. In case the contents of the safety deposit box is kept by the Bank, it is returned only after the full payment of every amount owed to it under the Contract, including the expenses related to the opening of the safety deposit box, the inventory of its contents and related judicial expenses, which are borne by the Customer. Such expenses are borne by the Customer also in case the contents of the safety deposit box are deposited with the Loans and Consignments Fund.

12. The Bank has the right to open the safety deposit box in accordance with the procedure described in the previous clause 11, and safe keep or deposit its contents, as above, whenever there is need for replacement of the safety deposit box with another one and the Customer, although notified, does not present himself within ten (10) days from notification, in order to proceed himself to the relocation of the safety deposit box's contents.
13. In case of decease of a Customer that is a natural person the Bank, before making any transaction with the Customer's successors, is entitled to request a judicial certificate of inheritance to be submitted to it, the provisions of article 110 of Law 2961/2001 being observed with regard to the release of the safety deposit box's contents.
14. For any claims it may have under the Contract the Bank is entitled to charge any of the Customer's accounts without needing to notify him in advance.
15. The Bank is entitled to set off its claims under the Contract against any Customer's claim against it, from any cause.
16. The Customer bears all expenses in general, including judicial expenses, as well as the expenses related to the conclusion and to the execution of the Contract.
17. The Bank has the right to terminate the Contract in case of breach, by the Customer or his representative or his proxy, of any term thereof as well as in case any of these persons uses the safety deposit box in a manner that is illegal or contrary to the Contract.
18. In case of termination of the Contract, the part of the pre-paid rent that corresponds to the remaining term of the lease is not refundable unless the termination was made by the Customer for an important reason.
19. A Customer that is a natural person appoints as his process agent the person named in the Application, for the service of documents related to the present Contract.

## CHAPTER 9

### FINAL PROVISIONS

1. The Bank is entitled to amend the General Terms if a special and important reason exists such as -depending on the case- the change of the regulations of domestic or international organizations, the market and competition conditions and the special conditions applying to the financial sector market, the risk undertaken by the Bank, the fluctuation of the inflation and of the employment cost, after notifying the Customer about the object of the amendment. The Customer will be informed of such amendments as well as of the time they come into effect, either through the periodic information he receives, depending on the case, or by any other appropriate means but in all cases the notification of the Customer will be made on an individual basis. In case of an amendment with which he does not agree the Customer is entitled to terminate his transactional relation with the Bank within thirty days from the time he was notified of the amendment. In any case, if the Customer does not terminate his transactional relation with the Bank within the above deadline, he will be deemed to accept the amendment in accordance with good faith and business morals. The change of data which by nature are composed of variable values or are agreed to be variable, does not constitute an amendment.
2. The mandates given by the Customer in the General Terms, are agreed to be irrevocable given that they aim to serve the Bank's interest only (or a third party's, as the case may be) in the sense of article 724 of the Greek Civil Code. Such mandates as well as every authorization given with them remain in effect in accordance with articles 223 and 726 of the Greek Civil Code after the decease or the placement under guardianship or the dissolution or the bankruptcy, as the case may be, of the Customer.
3. Failure or delay by the Bank in exercising any of its rights cannot be considered as constituting a waiver thereof by the Bank or a weakening of such right.
4. A total or partial nullity of one or more of the General Terms does not affect the validity or the effect of the rest of the General Terms or of any contractual relation between the Bank and the Customer. General Terms the use of which have been forbidden by act of the competent authority in accordance with the applicable consumer protection law are ipso jure deemed as not written.
5. The Customer and the Bank are each entitled -at their discretion- to terminate, within the applicable legal framework, their transactional relation. In such a case the present General Terms continue to be valid and apply to rights, claims and obligations of the Bank or the Customer that have been generated up to the time of termination, until the complete

clearing of the terminated transactional relation.

6. Each transactional relation between the Bank and the Customer is governed by Greek Law and especially by the provisions of the Legislative Decree dated 17.7/13.8.1923 "On Special Provisions regarding Sociétés Anonymes".