

# TERMS FOR THE PROVISION OF INVESTMENT SERVICES

July 2020

## **EUROBANK**

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EUROBANK S.A.

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### PREAMBLE

- The present Terms regulate the provision, by the credit institution under the name "Eurobank S.A." (hereinafter, "the Bank"), of investment or ancillary services, pursuant to L. 4514/2018 by which the Directive 2014/65/EU ("MiFid II") was incorporated to the Greek Law, as well as the delegated regulations, directives, and other executive measures (hereinafter, collectively, as each time in force, "the Law"), to each client of the Bank, whether a natural or legal person or other legal entity that has been categorized by the Bank as "Retail" client or "Professional" client, in accordance with the Law (hereinafter, "the Client").
- 2. The Bank is a credit institution supervised by the Single Supervisory Mechanism (SSM), the Bank of Greece, and, as the case may be, the Hellenic Capital Market Commission, and it may provide, *inter alia*, the investment services and activities provided for by the Law and its operating license, as well as ancillary services, pursuant to the Law and other applicable legislation in force governing the Bank.
- **3.** The provided investment services and activities include the service of reception and transmission of orders in relation to one or more financial instruments, the execution of orders on behalf of clients, dealing on own account, portfolio management, the provision of investment advice, and the underwriting of financial instruments, or the placing thereof on a firm commitment basis or without a firm commitment basis. The said services do not include the operation of a Multilateral Trading Facility (MTF) and of an Organized Trading Facility (OTF) to the extent that such services are not included in the Bank's operating license. The ancillary services provided include all those provided for by the Law.
- **4.** All the aforementioned offered investment and ancillary services on financial instruments on regulated markets (RM), Multilateral Trading Facilities (MTF), and Organized Trading Facilities (OTF) (hereinafter, collectively, "Trading Venue/s"), which are also provided outside a Trading Venue or on any other execution venue according to the Law, such as in the case of a systematic internaliser, in Greece or abroad, shall be henceforth called "the Service" and, collectively, "the Services". The financial instruments on which the Services may be provided by the Bank include the financial instruments provided for by the Law, which are either traded on Trading Venues or not, in Greece and abroad (hereinafter, collectively, "Financial Instruments"). Also, the Bank may agree on the creation of any kind of structured deposits, within the meaning of the Law (hereinafter, "Structured Deposits"). In the present terms, for reasons of simplification, the Financial Instruments and the Structured Deposits shall hereinafter be called, collectively, "Investment Products". The Bank includes the Investment Products on which the Services are provided to the Client in the "Information on Investment Services and Investment Products" brochure (Information Package) concerning the clients' pre-contractual information, which is always posted on the Bank's website as in force. Each request/order given by the Client to the Bank for the conclusion of transactions in any type of Investment Product, is hereinafter called, "the Order".

- 5. These Terms constitute the terms of the contractual framework of cooperation for the provision of the Services by the Bank to the Client, pursuant to the Law (hereinafter, "the Terms"), which (terms) the Client accepts, and which may be specified from time to time by additional deeds and contracts stipulating more specific terms for the provision of either a specific Service or the Services in their entirety (hereinafter, as the case may be, "Additional Deeds" and "Contracts").
- 6. It is explicitly clarified that, with regard, in particular, to the Services of the provision of investment advice, portfolio management, provision of credit for the purchase of transferable securities, other agreements for the financing of securities, as well as agreements of any kind concerning the use of the Client's Financial Instruments, a corresponding Contract is required to be concluded between the Bank and the Client, depending on the case. In any case, the terms of all such individual Contracts and/or Additional Deeds of the Services referred to in this paragraph, are also governed in a supplemental way by the present Terms.
- 7. If no separate Contract has been concluded between the Bank and the Client concerning the provision of investment advice (see below under 8), the Bank, in the framework of the present Terms and any other Additional Deed or Contract, shall not provide the Client with a personal recommendation concerning any transaction referring to any Investment Product. Therefore, every time the Client concludes any transaction on an Investment Product, he must proceed to such transaction having assessed himself (or through his advisors) each Investment Product and the risks associated therewith.
- 8. The Bank undertakes, by virtue of a separate Contract agreed with the Client to this aim, to provide investment advice on a non-independent basis since the investment advice may refer to Investment Products that are issued or provided by the Bank itself or by entities that have close links with the Bank, or with which the Bank has close legal or financial relationships, for instance, contractual relationships. The aforementioned do not deprive the Bank from the right to provide, in the future, investment advice on an independent basis, in the context of a separate Contract agreed with the Client, under the terms and conditions for the provision of such Service and the present Terms supplementing the Contract.
- **9.** In no case will the Bank provide legal or tax advice, nor shall it bear any responsibility whatsoever for any information relating to tax or legal issues. The Client must in any case look into all such issues together with his own independent advisors. Therefore, any reference to tax obligations of the Client must not be considered as tax advice.
- 10. The Bank, when providing the Services within the framework of the present Terms, a separate Contract and/or Additional Deed, provides information and reporting to the Client in paper form or by means of any other durable medium which, in principle, a) enables the Client to store the information that is addressed personally to that Client in a way accessible for future reference, and for a period of time that suits the purposes of the information; and b) allows the unchanged reproduction of the information stored (hereinafter, "Durable Medium").



11. When the definition of terms are not set out in the present Terms, these terms have the meaning ascribed to them by the applicable EU and national legislation in force, while where there is a reference to the Bank's website, in the context of implementing the Law, such reference currently refers to <a href="https://www.eurobank.gr/el/mifid">https://www.eurobank.gr/el/</a> mifid, or to any other future website /hyperlink notified by the Bank to the Client each time. References to the Bank's website in the context of implementing other legislation shall have a similarly prominent place in the Bank's web-page (currently www.eurobank.gr).

### **Clause 1. Client Categorization – Pre-contractual Information**

- **1.1.** The Client states that he has received from the Bank a document concerning his categorisation pursuant to the Law, as a Retail Client or a Professional Client. The Bank informed the Client in writing concerning such categorisation, the level of protection that he has, and the right to change category in accordance with the provisions of the Bank's clients' categorisation policy, of which (policy) the Client has been notified through reference to the Information Package concerning precontractual information. The Client has accepted such categorisation adopted by the Bank.
- **1.2.** The Client states to the Bank that, in the framework of pre-contractual information, he received from the Bank, in a Durable Medium:
  - a) the "Information Package" concerning pre-contractual information in accordance with the legislation currently in force, which includes, among other information required by Law, the Services that are provided by the Bank, the Investment Products to which the Services refer, and information in relation to the nature thereof and the risks associated therewith, as well as information concerning the Client's categorisation in accordance with the Law and the Bank's clients' categorisation policy, and summary information concerning the Bank's policy on conflicts of interest.
  - **b)** the current "<u>Order Execution Policy</u>" of the Bank concerning the execution of Orders, so that the Client is informed on the policy currently applicable.
- **1.3.** In the framework of informing the Client in advance, the Bank informs the Client on the total costs and charges regarding the Investment Products and the offered Services, with examples of charges, including information about inducements, through the notification document that is posted and is made available, as each time in force, on the Bank's website. The Client may refer to the abovementioned document in order to be informed prior to every transaction on Investment Products.
- **1.4.** In the case that an Order, given by the Client to the Bank, refers to units/shares in collective investment undertakings, including UCITS and/or AIF (hereinafter, collectively, "**UCIs**") or a packaged retail Investment Product (PRIIP), the Client



receives, in a Durable Medium, the Key Investor Information Document (KIID/KID) pursuant to the Law and the individual EU and national provisions concerning these Investment Products, before the Client gives an Order to invest therein.

### **Clause 2. Client's Orders**

- **1.1** Every order, statement or announcement of the Client, is submitted to the Bank by the Client or a person acting on his behalf, in any way, that is, in paper form or, at the Bank's discretion, by phone, fax, or by any other communication device or electronic means, such as email, the Internet in general, or another public or private network, including the electronic network currently operated by the Bank at <u>www.eurobank.gr/e-banking</u>, and on any other site that the Bank may use in the future (hereinafter, respectively, "**Electronic Means**" and "**Electronic Networks**").
- **1.2** Every Order is governed, in a supplemental way, by the terms for the provision by the Bank of payment services, which are posted at the Bank's website at all times. In the case that the Orders are given through the Bank's Electronic Networks, the access of the Client to the Electronic Networks, the receipt of information, and the carrying out of transactions through the Electronic Networks, are governed, in a supplemental way, by the terms of use of (and of transactions through) the Electronic Networks of the Bank, as such terms apply from time to time. In any case, with regard to the Orders of the Clients, any special terms and conditions set out by the each time Trading Venues or other execution venues, shall apply, in accordance with the Law.
- **1.3** The Bank accepts, at its discretion, the transmission or execution of the Orders of the Client. The Orders given by the Client to the Bank must be clear, accurate and complete with regard to the request and the terms of the transaction to which they refer. In the case that the Orders of the Client are not specific or clear in relation to terms or conditions for the execution thereof, the Bank, at its discretion, may not execute them or may request instructions with regard to the Bank by phone, fax, or any other Electronic Means/Electronic Network, the Bank is entitled, if deemed appropriate by the Bank, to refuse execution of the Order prior to the receipt, by the Bank, of a confirmation of the Order, in paper form, through the Electronic Means/Electronic Network, or in any other way deemed appropriate by the Bank. The mere reception of an Order by the Bank does not constitute acceptance thereof; the latter occurs upon execution of the Order, to the extent that such execution takes place.
- 1.4 The Bank is bound by Orders submitted during the course of business days and hours and within the time constraints that may be set out depending on the type of the Order, or on the Electronic Means/Electronic Networks used by the Client. If the Orders of the Client are given during the session of the Trading Venue to which they refer, they exclusively apply to the session during which they are given, or, if given after the end of the session of the Trading Venue that is relevant to the

transaction, they apply for the immediately subsequent session, unless otherwise explicitly agreed with the Client. The Orders cease to be in force, as far as their unexecuted part is concerned, if at the time of expiry thereof, they had been partially executed.

- **1.5** The Orders of the Client can be revoked with the consent of the Bank, and provided that such revocation is in compliance with the terms of the Financial Instrument. An Order that has been executed, or to the extent that it has already been executed, or in the case that even one preliminary action for its execution has been carried out, cannot be revoked. Any Order given to the Bank, which has already been executed, as well as the power of attorney or any authorization, are all irrevocable for the purposes of the completion of the clearing and settlement of the transaction and of any other debt or other charge against the Bank or third persons, which (debt/charge) are relevant to such Order.
- **1.6** In the case that the communication between the Client and the Bank is carried out over the phone or via any Electronic Means/Electronic Networks, the Client is liable for any damage that may occur due to mistakes or misunderstandings or errors, or in case a third person, impersonating the Client, communicates with the Bank.

### **Clause 3. Order Execution Policy**

- 1.1 The reception and transmission and/or execution of the Orders of the Client is governed by the each time applicable Order Execution Policy of the Bank. The Client explicitly consents, pursuant to the present Terms, that the reception and transmission and/or execution of every Order of the Client given to the Bank, in the framework of the present Terms, every Additional Deed and Contract, shall be governed in accordance with the each time applicable Order Execution Policy of the Bank, which is always posted by the latter on its website.
- 1.2 The Bank executes the Order of the Client in any way permitted by the each time applicable legislation and market practices, always in accordance with the each time applicable Order Execution Policy. Indicatively, the Bank: i) executes the Order directly at a Trading Venue or a systematic internaliser; ii) proceeds to execute the Order on own account outside Trading Venues (internalisation), or to the crossing of the Order with the order of another of its clients outside a Trading Venue, through either the carrying out of transactions in the name and on behalf of its clients, or through "back to back" transactions, including matched principal trading; iii) transmits the Order to be executed, to another investment company or a third person-market intermediary, who will execute the Order in accordance with the order execution policy that it implements, and in accordance with the applicable regulatory provisions, in any way, including internalisation or crossing of the Order with the order of another of its client. The Bank proceeds to the internalisation of Orders provided that it has notified that it observes the relevant regulatory legislation and complies with its regulatory obligations emerging therefrom.

- **1.3** Unless the Client gives special orders to the Bank, the selection of the place or manner of execution is made on the basis of achieving the best results for the Client on a permanent basis, the principal criterion of execution being the total price of the transaction, according to the provisions of the current Order Execution Policy of the Bank. In any case, the execution of every Order given by the Client to the Bank is governed by the articles of association, regulations, rules, practice and the customs of the stock exchange and the markets of the Financial Instruments, as well as by the relevant law of the corresponding country or administrative subdivision, where the Order is executed in the framework of the present Terms and every Additional Deed and Contract. The Bank notifies the Client that he must comply with the aforementioned rules and with any change thereof, and that the Bank may not execute the Client's Order if such execution results in a violation of legislative, regulatory or other provisions.
- **1.4** The Client acknowledges that it may not be possible or easy for the Bank to execute or transmit an Order given by him, for instance due to the prevailing circumstances of the Trading Venue, the negotiability of the Financial Instrument, the transmission systems etc.; the Client also acknowledges that the Bank shall make every possible effort to execute the Order without being liable, in these cases, for any delay in the execution or transmission or for the non-execution of the Order.
- **1.5** The Client explicitly consents that the Bank transmits or executes, in the Bank's name, Orders on the Client's behalf, in the framework of the present Terms, every Additional Deed and Contract.
- **1.6** The Bank informs the Client that it may transmit or execute orders on behalf of multiple clients thereof, or on own account and/or on the account of any company member of the Bank's Group, and on behalf of multiples clients of the Bank, including the Client, either named by the Bank at the transmission or execution of the relevant order, or not (order grouping), under the terms of the each time applicable legislation, while the allocation policy concerning grouped orders and transactions must be effectively complied with. In any case, the Client acknowledges and accepts that the grouping of the Client's Order together with orders given by other clients and/or the Bank and/or any company belonging to the Bank Group, may turn out to the disadvantage of the Client in relation to a specific Order.
- **1.7** The Client is informed by the Bank at a pre-contractual stage on the consequences emerging from the execution of the Orders outside a Trading Venue, for instance, concerning the risk of the counterparty; the Client is also informed that the Bank may provide additional information to the Client with regard to the consequences of such execution. The Client explicitly consents to the execution of the Orders, or the transmission thereof in order to be executed outside a Trading Venue or another execution venue, in Greece or abroad. Also, the Client explicitly consents to the execution of his Orders with the Bank as his counterparty. The Bank ensures compliance with the obligations stipulated in articles 23 and 28 of Regulation (EU) 600/2014, as each time in force, in the case that the Bank executes itself the orders of the Client, or, in case of agreements agreed with other collaborating investment

companies to which the Bank transmits orders for execution, the Bank ensures that such agreements include provisions on the compliance of the said companies with the obligations stipulated in the said articles both at the execution and during the transmission of the Orders of the Bank's clients.

- **1.8** In case of limit Orders that refer to shares admitted to trading on a regulated market or to shares that are traded on another Trading Venue, which are not promptly executed due to the prevailing market circumstances, the Bank shall promptly announce them publicly, either itself or through any third person to whom the Order has been transmitted by the Bank in order to be executed, in a conveniently accessible manner for the other market participants, so that such order is executed in the fastest possible way, as soon as the market conditions permit it. The Client explicitly consents to the aforementioned public announcement of his every future limit Order, as per above, in the framework of the present Terms, every Additional Deed and Contract, unless he gives explicitly another order to the Bank when giving a specific each time limit Order.
- **1.9** The Bank can, at its discretion, assign to third parties, both natural and legal persons, the transmission and execution of the Orders, or it can also carry out the transactions through substitutes authorised representatives thereof, which may be companies affiliated to the Bank. The Bank may transmit or execute the Orders, at its discretion, without the need of a prior communication with the Client, apart from the submission of the Order, indicatively, regardless of whether the relevant transaction is carried out between the Client and the Bank or another client of the Bank, or of whether the Financial Products are issued by the Bank, or a company affiliated to the Bank is the underwriter of their issuance, or acts as an arranger thereof. In these cases, the Bank implements measures for the avoidance and/or management of situations of conflict of interests in accordance with its policy, a summary of which is posted on its website.

### **Clause 4. Settlement and Clearing of Orders**

1.1 The Client must (a) have the available funds for the purchase of the Investment Products for which the Client gives the buy Order to the Bank, freely available in a cash account kept at the Bank in the currency of the transaction; the same applies to the fees of the Bank and of third persons and, in general, to the expenses and costs of the transaction as determined by the Bank at its discretion; (b) deliver, prior to the transmission or the execution of the Order, the Investment Products for which he gives the sell Order to the Bank, free from any encumbrance or undertaking, and; (c) pay, prior to the transmission or execution of any other Order, every other amount, or deliver any other Investment Product, free from any encumbrance or undertaking, which is required for the transmission or execution of the Orders, as is each time determined by the Bank at its discretion. In the case that the Client has not observed his aforementioned obligations, the Bank has the right to not execute the relevant Orders. In the case that an Order has been executed despite the fact that the Client has not fulfilled his aforementioned obligations, the Client is obliged to immediately pay off the price of the Investment

Products (in case of a purchase) or to deliver the Investment Products (in case of a sale), or to deposit any other amount, or to deliver any other Investment Product which is required for the execution of the Order, as well as to pay the fee owed to the Bank and third parties, and, in general, the tax, expenses and costs of the executed transaction, on the day of its execution, otherwise, the Client becomes, from that day, in default, *ipso jure* and without the need of a formal notice, and he is liable for every damage suffered by the Bank due to this delay, whether incidental and consequential.

- 1.2 In the case that the Client does not fulfill his aforementioned obligations, the Bank has the right to carry out transactions in Investment Products on behalf of the Client as of the time that the transaction is executed, at the Bank's discretion and without any prior notification made to the Client, in order to cover the relevant obligations of the Client, and in order to avoid or otherwise reduce the Bank's loss; the Client henceforth grants the relevant irrevocable order and authorization. The Client bears any damage that may emerge from the said transactions. Every relevant tax, expense or cost shall be exclusively borne by the Client. The Bank has the right, indicatively and at its discretion, without any prior notification to the Client:
  - **a.** to sell or dispose in any way, or to order, on behalf of the Client, the sale or disposal of the Investment Products that the Client had ordered to be purchased and which were indeed purchased on the Client's behalf, without him having paid the purchase price, the fees owed to the Bank or third person, as well as any other charge that is relevant to the transaction, either in a oneoff manner or by consecutively paying-off the relevant obligations of the Client through the proceeds of the sale.
  - b. to purchase, or to order the purchase of, or to acquire Investment Products by concluding lending transactions or repurchase/ resale agreements on Investment Products, or to conclude any other agreements for the acquisition of Investment Products, of the same kind and number that the Client had ordered to be sold, and which were indeed sold on the Client's behalf without the latter having placed them at the Bank's disposal in order to fulfill the relevant obligations of the Client;
  - **c.** to carry out transactions regarding the closing or balancing of the Client's open positions on Investment Products, in order to avoid or otherwise reduce the Bank's loss;
  - **d.** to set-off every amount that the Bank possesses and which belongs to the Client in order to extinct its claim arising from the clearing of the Order of the Client, from funds belonging to the Bank;
  - **e.** to exercise the right of retention on Financial Instruments and cash of the Client that are in the Bank's possession, and;



- **f.** to sell the Client's Financial Instruments in order to satisfy its claims against the Client either pursuant to the special provisions of the applicable legislation concerning compulsory sales and/or compulsory clearing, or pursuant to the aforementioned granted irrevocable order and authorization given by the Client, in accordance with the present Terms.
- **1.3** The Client is not entitled to be granted any kind of credit by the Bank for the execution of his Orders, unless the opposite is explicitly stated in a relevant written Contract stipulated between the Client and the Bank, and under the terms and conditions set out by such Contract.
- 1.4 The Bank's obligation to grant the Client the amount earned from the Investment Products that were sold on the Client's behalf, or to deliver to the Client the Investment Products that were purchased on the Client's behalf, shall only be borne upon collection, by the Bank, of the relevant amount or upon reception of the relevant Investment Products. The Bank will not be liable in case of a delay, on the part of a third party, in delivering (to the Bank) the monies or the Investment Products.
- 1.5 The delivery of tangible instruments (securities in physical, paper form) and any kind of depository certificate or other certificates of proof and acknowledgment (hereinafter, "Tangible Instruments") to the Bank, is proved through the relevant entries made in the Bank's books and in securities accounts kept with the Bank. Delivery of Tangible Instruments in any other way does not constitute an appropriate delivery, and cannot be opposed vis-à-vis the Bank, nor can it produce any legal consequence vis-à-vis the Bank.
- 1.6 The Client guarantees the authenticity and validity of every security, indicatively, physical instrument or depository certificate, delivered from time to time to the Bank by the Client, as well as the fact that the instruments or certificates delivered by the Bank to third parties in executing the Client's Order, do not bear any relevant deficiency.

## Clause 5. Custody (Safekeeping and Administration of Financial Instruments)

1.1 When providing to the Client, in the framework of the relevant Contract, the Services of safekeeping and administrative management of Financial Instruments and funds, including custody and related services, such as management of cash funds or collateral provided (Custody Services), the Bank fulfills its obligations deriving from the Law and other applicable legislation, and takes all necessary measures to secure the Financial Instruments and funds of the Client. The Bank informs the Client concerning the Bank's aforementioned regulatory requirements and obligations through the Information Package as well as through the relevant publications that may be each time posted on its website, as the case may be.

- 1.2 The Bank registers the Clients' Financial Instruments into accounts kept by the Bank, including: (a) the Financial Instruments that are issued and circulate in intangible (book-entry) form or that they become immobilized, in total or in part, by the issuer or holder thereof, and are kept in securities accounts in electronic systems of central securities depositories, either in the name of the Client as the ultimate beneficiary (personal account), or in the name of the Bank as an intermediary on behalf of its clients (omnibus account), for which (Financial Instruments), in accordance with the applicable EU legislation (Regulation [EU] 909/2014) and the more specific provisions of the national legislation, the beneficiary of the Financial Instruments vis-à-vis the issuer is considered to be the person whose personal account is directly registered with a central securities depository, or the person who is identified as beneficiary through registered intermediaries, (b) other intangible transferable securities and money market instruments in book-entry form and/or any Tangible Instruments, and (c) any kind of non-exchange traded units/shares of UCIs, which are acquired by the Client through the Bank, and are kept in the special UCI registry (for unit-holders/ shareholders) or in the management company thereof or in a third person upon delegation therefrom, as the case may be, either (directly) in the name of the Client or in the name of the Bank on behalf of its clients. In any case, the Bank makes entries concerning the Financial Instruments in its books, in the name of the Client, and proceeds to the relevant entries in a securities account kept at the Bank in the name of Client.
- **1.3** The Financial Instruments, for which the Law and the relevant applicable legislation provide that the provisions of L. 5638/1932 (A' 307) "on deposits in a joint account" are applicable to, may, upon a relevant agreement between two or more Clients, be kept by the Bank in an account in their names, jointly, and be governed by this law in conjunction with any more specific provisions governing each Financial Instrument.
- 1.4 The Bank may, at its discretion, assign the provision of custody services concerning Financial Instruments to any company providing investment services (including credit institutions) in Greece or abroad (hereinafter "Sub-Custodian" regarding each of the these legal persons in Greece, and "Foreign Custodian" regarding each of these legal persons abroad,). The Sub-Custodians and the Foreign Custodians may be companies that are affiliated with the Bank.
- **1.5** The Bank exercises all due skill, care and diligence in the selection, appointment and periodic check of the Sub-Custodians and the Foreign Custodians, taking into account their specialty and fame in the market, as well as the legislative framework governing them with regard to the possession and safekeeping of the Financial Instruments and the protection of the Client's related rights.
- **1.6** The Bank does not deposit Financial Instruments to a Foreign Custodian, based on a third country, outside the European Economic Area, where there is no regulation on the possession and safekeeping of the Financial Instruments on behalf of clients, unless the nature of the Financial Instruments or the Services related

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therewith, requires that they are deposited to a third person, based on such a third country, and the Client, who must be a professional client, gives a written Order for the deposit of the Financial Instruments to a third person based on such a third country.

1.7 The Bank is not obliged, in the framework of the present Terms, every Additional Deed and Contract, with the exception of an agreement concerning the service of the management of the Client's portfolio, or an agreement on the provision of investment advice, to notify the Client or to monitor, on the Client's behalf, the prospects, performance and, in general, the corporate actions of the issuers of the Investment Products in which the Client invests and/or which the Bank holds, as per above, on the Client's behalf, nor concerning any damage of the Client from any fluctuation in the prices of such Investment Products that have come or may come to the possession of the Bank, indicatively, through an Order, or concerning any kind of change in the market conditions, a change in the exchange rate of currencies etc., which may affect the prices of such Investment Products, without prejudice to the provisions set out in 8.1(b) and (c). In no way can any estimate or research in relation to any Investment Product be connected with the Client, nor is it checked as regards its suitability in relation to the Client.

### **Clause 6. Use of Financial Instruments of the Client**

- 1.1 Without prejudice to the provision under 4.2.b above, the Bank does not dispose, charge, or in any other way manage, including by concluding agreements on the financing of instruments, nor does it use in some other way, on its own account or on behalf of another client, the Financial Instruments that the Bank possesses on behalf of the Client, only except if a) the Bank has received, in due course and by means of a durable medium, a personalized letter concerning the use of Financial Instruments, b) the Client granted an explicit consent on such use in accordance with the specific terms included in an Additional Deed or a Contract that will have been concluded for that purpose, and c) the use of Financial Instruments is done according to the said terms for the specific use which has been agreed upon.
- 1.2 In case of Financial Instruments that are kept in a clients' collective account, kept by a third person, with the distinctive feature "omnibus account" on behalf of the Client, the Bank does not dispose, charge or manage in any other way, including by concluding an agreement on transactions concerning the financing of instruments, nor does it use in some other way, on its own account or on behalf of another client, the Financial Instruments that the Bank possesses on behalf of the Client, unless, apart from the conditions set out in 6.1, at least one of the following conditions is met: a) each customer, the financial instruments of whom are jointly possessed in the aforementioned omnibus account, must have granted his previous consent, according to clause 6.1, or b) the Bank has established systems and checks which ensure that only the Client's Financial Instruments are used in this way, and the Client will have given his previous explicit consent, according to 6.1 here above.



### **Clause 7. Receipt/Transfer of Funds**

- 1.1 The Client is not prevented from withdrawing monies from his cash accounts kept at the Bank provided that these are amounts that are available therein, following the deduction of any fees and other charges relating to the transactions, and, in any case, upon lapse of the each time applicable deadline to clear and settle the relevant transactions, or any other deadline that has been set in the framework of the present Terms, and every Additional Deed and Contract with the Client, and provided that there are no other debts owed by the Client to the Bank or any third persons in the framework of the Present Terms, every Additional Deed and Contract, or from any other cause.
- 1.2 The Client is not prevented from receiving the Financial Instruments or from requesting the transfer of the Financial Instruments provided that there are no other debts owed by the Client to the Bank or third parties in the context of the present Terms, every Additional Deed and Contract, or from any other cause. The Tangible Instruments are received by the Client at a Bank's branch following a relevant notification addressed to the Client by the Bank. Any transfer of Tangible Instruments by the Bank to the Client or a third person acting upon any form of instructions of the Client, is done at the exclusive responsibility of the Client. The choice of the manner to deliver and, in general, to transfer the Tangible Instruments, unless there is an opposite written agreement, lies at the discretion of the Bank, the latter being entitled to charge the Client with the related expenses. The Client shall always bear the risk of transfer. With regard to the Financial Instruments in intangible (book-entry) form, they are deemed to have been received by the Client when transferred to an operator's account in the relevant System indicated each time by the Client. The Bank is not responsible concerning the authenticity and validity of the documents delivered to the Bank in the context of the legal standing of the person who appears at the Bank in order to receive the Financial Instruments. In any case, the delivery or transfer by the Bank of each Investment Product in general, is subject to the compliance with the provisions of the Civil Code.

### **Clause 8. Information**

- **1.1** The Bank issues the following announcements addressed to the Client, and all other announcements provided for in every Additional Deed and Contract, which are sent by the Bank to the Client by means of a durable medium:
  - **1.1.1** Following the execution of an Order given by the Client, prompt information in relation to the essential elements of the transaction, and a confirmation of the transaction's execution, on the business day that follows the execution at the latest, or on the business day that follows the reception of the confirmation sent by a third person to the Bank, if the latter receives the confirmation by a third person. The Bank does not send a notification on the execution of an Order if a confirmation including exactly the same

information is to be promptly sent to the Client by another person. In case of a periodically executed Order of a Client referring to any kind of UCI units, the Bank may provide the Client with a periodic notification every 3 months that includes the information provided for by the each time applicable legislation.

- **1.1.2** No later than the end of the business day in which the initial value of each leveraged Financial Instrument or contingent liability transaction depreciates by 10% and thereafter at multiples of 10%, or, in a case where the threshold is exceeded on a non-business day, no later than the close of the following business day, notification which includes the depreciation which exceeded the said threshold, unless otherwise agreed with the Client.
- **1.1.3** No later than the end of the business day in which the overall value of portfolio of the Client for which the Service of portfolio management is provided, as evaluated at the beginning of each reporting period, depreciates by 10% and thereafter at multiples of 10%, otherwise, no later than the close of the following business day, in a case where the threshold is exceeded on a non-business day, information which includes the depreciation which exceeded the said threshold.
- **1.1.4** Following the end of every calendar trimester, a notification summarizing the Client's overall position, including the 3-month statement provided by the Law concerning the Investment Products existing in securities accounts at the end of such trimester (Global Statement / Statement of Investment Products).
- **1.1.5** Following every calendar year, a notification stating all the costs and charges as well as the inducements that are related to Investment Products that have been marketed by the Bank, and the Services for which the Client keeps an ongoing relationship with the Bank throughout the year.
- 1.2 The Client is deemed to have acknowledged the accuracy of every detail of the transactions that are included in the said announcements, as well as in any notification, announcement and information sent by the Bank in the framework of the present Terms, every Additional Deed and Contract, if the Client does not raise any objection against them within forty five (45) days from the time they are sent to the Client by physical mail or within twenty (20) days from the time they are sent to the Client by means of another Durable Medium, and in particular, with regard to the announcements (confirmations) under 8.1(a), within fifteen (15) days from the time they are sent to the Client by physical post, or within five (5) days from the time they are sent to the Client by means of another Durable Medium. The Bank shall draw the attention of the Client to this consequence in every notification sent. A non-timely submission of objections is deemed to constitute an approval. The Client agrees and accepts to carefully check the said notifications and announcements, and to immediately notify the Bank in case of any inaccuracy. If the Client does not receive any of the aforementioned announcements and any other announcement that is provided to be sent by the Bank from time to time within the context of the present Terms [with the exception of the aforementioned





under 8.1.(b) and (c)], any Additional Deed and Contract, the Client is obliged to notify the Bank in writing without delay, otherwise it is presumed that the said document was received normally, and the Bank will not bear any liability therefrom.

### **Clause 9. Communication**

- **1.1** The Bank notifies the Client that the language of communication with the former is the Greek language, and informs him concerning the Bank's contact details in the "Information Package" in relation to the Client's pre-contractual information as per the applicable legislation. The said brochure also includes information concerning the handling of complaints and reports submitted by the Client.
- 1.2 The communication between the Bank and the Client is done on the basis of the details, addresses, and the Durable Mediums of communication notified by the Client to the Bank by any means indicated by the latter, such as a postal address, phone numbers for the communication over the phone and for the reception of a fax, as well as an email address; the communication between the Bank and the Client is done also through Electronic Means/Electronic Networks of the Bank to which the Client has access. The Client explicitly selects the Durable Mediums for the communication of the Bank with him, including the provision of information or notifications addressed personally to the Client, such as, indicatively, confirmations of orders' execution, one-off or periodic information pursuant to the Law or pursuant to a contract, and/or any other relevant information, including also the summary presentation of his overall position (Global Statement), as well as any other information, announcement, notification in the context of the present Terms, every Additional Deed and Contract, which will be considered as received by the Client provided that the Bank can prove that the specific dispatch or transmission to the Client, as per above, took place.
- **1.3** Any change in the details, addresses and Durable Mediums of the Client must be notified to the Bank as soon as possible in any appropriate manner indicated by the Bank. The Client also undertakes to inform the Bank in case of a prolonged inability to access the Internet.
- 1.4 The Bank informs the Client that the information posted on the Bank's website, which is not addressed to him individually, is in accordance with applicable legislation, and that the Bank shall ensure that such information is accessible at all times through its website for the time period during which the Client is reasonably expected to review them. This information includes indicatively the following:
  - **a.** The Documents mentioned under 1.1 and 1.2., namely the "Information Package" each time in force concerning the pre-contractual information of the Client, the each time applicable "Order Execution Policy", and the ex ante information concerning costs and charges.
  - **b.** The present Terms, as each time in force.



- **c.** The general description of the potential market target, per category of Investment Product in the framework of the governance of the Investment Products created and/or distributed by the Bank.
- **d.** Every other information document in the framework of the present Terms that is not addressed to the clients on a personalized basis, which the Bank posts on its website, for the information of its clients.
- **1.5** The Client who has a regular access to the Internet states to the Bank that he explicitly consents to the provision of information on a non-personalized basis, even concerning any changes therein, through the Bank's website as per above. The Client's regular access to the Internet is taken for granted in the case that he has an email address, which he has notified to the Bank, or in the case that he has access to the Bank's Electronic Networks. If the Client does not have a regular access to the Internet, he receives the said information from any branch of the Bank.
- **1.6** In any case, the provision of information through its website is selected provided that it is appropriate in relation to the context in which each Service is provided.

### **Clause 10. Liability for Third Persons' Actions**

- 1.1 The Bank shall bear no liability deriving from the actions of third persons to whom it has assigned the provision of a Service, provided that they were selected upon instructions of the Client or provided that the provision of the Service, due to its nature or due to the Investment Product to which it refers, required the use of third persons; the Bank is only liable for its instructions concerning the execution of the Order by said third persons. In all other cases, the Bank is only liable with regard to the selection of the third person to whom it assigns the provision of a Service.
- **1.2** It is however presumed that the Bank bears no liability as regards the selection of the third person to whom the Bank assigns the provision of a Service, if that third person is a firm operating in accordance with a license granted by a competent authority of a country within the European Economic Area, or another third country where a similar supervision system applies. To that extent, the Bank is not liable with regard to the solvency of the said third person.

## Clause 11. Evidentiary Force of Agreements – Registering & Keeping of Records

**11.1** Every individual transaction within the framework of the present Terms, any Additional Deed and Contract, especially any delivery or receipt of Investment Products, debit or credit of a cash account, is exclusively evidenced by the corresponding entries made in the books of the Bank and in the relevant record issued by the Bank; the said books and records constitute full evidence as regards

the carrying out of the transaction. Every transaction of the Client through the Electronic Means and/or Electronic Networks of the Bank is kept in the Bank's electronic records, which have full evidentiary power with regard to the relevant transactions of the Client.

- **11.2** The extract issued by the Bank out of the books it keeps pursuant relevant legal provisions, in which the balance of the account(s) is depicted, from its/their opening, is agreed to constitute a real, factual and lawful means of evidence which fulfils the conditions of a document, stands as an original document, and provides full evidence for the transactions between the Client and the Bank on Investment Products, as well as concerning any claim of the Bank against the Client emerging from these transactions and/or from the provision to the Client of the Services, within the framework of the present Terms, any Additional Deed and Contract.
- **11.3** In the case that an Order or statement or announcement of the Client is given to the Bank by fax, such Order or statement or announcement shall be considered to be an Order or a statement or an announcement coming from the Client if the fax is duly signed by the Client. Any fax received by the Bank containing an Order or statement or announcement that is considered, as per above, to have been sent by the Client, shall be deemed to be equal, in terms of means of evidence, to a private document issued by the Client.
- **11.4** The Client acknowledges and accepts that every Order, statement, or announcement addressed to the Bank via Electronic Means/Electronic Network, in accordance with the present Terms, any Additional Deed and Contract as well as the special terms of the each time relevant Electronic Means/Electronic Network, is valid and binding, as coming from the Client. It is explicitly agreed that any electronic or magnetic file coming to the possession of the Bank, kept by the latter in its computerized electronic files, containing an Order or statement or announcement that is considered, as per above, as coming from the Client, shall be deemed to be equal, in terms of means of evidence, to a private document issued by the Client, and shall constitute full evidence as regards the Orders, statements or announcements of the Client given via Electronic Means / Electronic Network.
- **11.5** It is explicitly agreed that the durable medium (electronic or magnetic file) where the Bank records conversations and communications (in person, telephone or electronic) between the Bank and the Client which are or may be related to an Order, statement or announcement that will be given by the Client to the Bank as per above, constitute, in terms of their content, full evidence vis-à-vis the Client, and the latter explicitly consents that the Bank may henceforth record, if it is compulsory by law or deemed necessary by the Bank, by means of any device into any type of durable medium, every conversation and communication, as per above, and any other communication that takes place between the Client and the Bank. In any case, in accordance with the Law and any other legislation each time in force, the Bank is obliged, for reasons related to the protection of transactions, to record, as per above, all the conversations and communications (in person, telephone or electronic) concerning Orders, statements or announcements of the Client, all the

Orders that are transmitted to the Bank over the phone, and to file them, as well as to record and file all the Orders transmitted to the Bank via Electronic Means/ Electronic Network, even if they do not result in the conclusion of the transaction or the provision of the Service. The Bank shall not disclose to any third parties any information in relation to the above, except when required by the legislation each time in force (for instance, if so requested by the Capital Market Committee or any other competent supervisory, public or judicial authority) and whenever this is necessary for the fulfillment of its obligation deriving from the present Terms, every Additional Deed and Contract.

**11.6** The Bank keeps a record of the conversations and communications for a period of five years, and, if so requested by the Capital Market Committee, for a maximum period of seven years. The Client may access the records following a written request submitted by the Client.

### **Clause 12. Remuneration / Commissions**

The remuneration of the Bank for the provision of the Services is provided for the in the price list of the Bank each time in force which is posted in its website (currently <u>www.eurobank.gr</u>) and it is available to the Client in its branches, otherwise, in any case, the commissions for the individual operations of the Bank are stipulated in every Order of the Client in the context of the present Terms, every Additional Deed and Contract.

### **Clause 13. Inducements**

- 1.1 In relation to the provision of the Services, the Bank may pay or collect remunerations, commissions or essential non-monetary benefits to or from companies that are affiliated with the Bank, or to and from third persons (inducement), only provided that the payment or collection thereof is allowed by applicable legislation and under the terms thereof, in particular if it has been designed to improve the quality of the Service provided to the Client, and it is in conformity with its duty to act honestly, fairly and professionally, and in accordance with the best interest of its clients. To this aim, the Bank, in relation to the provision of the Service of portfolio management and the provision of any investment advice on an independent basis, does not pay or collect any inducements, except certain non-monetary benefits of a minor importance, otherwise the Bank returns such inducement to the Client in its entirety. With regard to the Service of the provision of investment advice on a non-independent basis, the Bank does not pay or collect an inducement, unless it has been designed to enhance the quality of the Service provided to the Client as per above.
- **1.2** The Bank notifies the Client, in accordance with the applicable legislation, the existence, nature and amounts or the method of calculation or the said remuneration or commission or the said benefit. The aforementioned claims do not include fees or commissions or expenses, indicatively expenses concerning the



custody, transactions, duties or fees of third persons etc., the payment or collection of which is necessary for the fulfillment of the Services. The provision of research by third persons to the Bank during the provision of investment advice, and/ or the Service of portfolio management, and/or other Services, and the relevant payments, are not considered as inducements given that the payments come directly from the Bank's own resources.

### Clause 14. Tax – Expenses – Expenditure

- **1.1** Any tax, duties, contributions, rights or any kind of charges in favor of the Greek State or any other third party, that are in any way related with the present Terms, any Additional Deed and Contract, or with the execution of the above, shall be borne by the Client.
- **1.2** The Client shall also bear the following:
  - a) any kind of expenses relating to the remunerations of any third parties which (parties) have participated in any way in the provision of Services, indicatively stock exchange commissions, transfer expenses etc.;
  - **b)** The expenses in favor of the Trading Venues, Systems, depositories and clearing agents.
  - c) The charges of any kind, such as commissions of third persons.
  - **d)** Other expenses that are related to the pursue of a claim by the Bank against the Client, or expenses related to the recourse against third parties, such as for instance, custody fees, supervision or survey expenses, insurance premiums, commissions etc.
  - e) In general, all other expenses and expenditure, incurred or to be incurred because, or as a result, of these Terms, any Additional Deed and Contract and their execution.

### **Clause 15. Validity of Orders**

- 1.1 All the Orders and the authorizations related therewith, given by the Client to the Bank within the context of the present Terms and every Additional Deed and Contract, shall remain valid, in case of a Client natural person, even after a possible bankruptcy, or placement under judicial interdiction, or death, and in case of a Client legal entity, after a bankruptcy, or dissolution and/or placement under liquidation.
- **1.2** All the Orders and authorizations given by the Client to the Bank in the framework of the present Terms, every Additional Deed and Contract, remain valid also after

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the termination of the transactional relationship between the Bank and the Client on the basis of the present Terms, every Additional Deed and Contract, until the clearing of all the obligations deriving therefrom. In this case, the Client is obliged to promptly fulfill every obligation he has vis-à-vis the Bank or any third person, and the Bank is obliged to deliver to the Client the Investment Products held on his behalf, on the day of termination of the relevant contract, having first proceeded to the clearing of every pending debt or transaction (such as expenses, fees etc., vis-à-vis the Bank and/or third persons) that derive from the present Terms, every Additional Deed and Contract and from any other cause. With regard to the clearing of the transactions that were concluded, and to the settlement of the aforementioned pending obligations, the provisions of clause 4.2 here above shall apply. Moreover, in this case, the Client is obliged to relieve the Bank from any obligation that the Bank undertook acting on behalf of the Client or upon the latter's Order in the framework of the present Terms, every Additional Deed and Contract, granting collateral to the Bank for these obligations, until the Bank is relieved from them.

### **Clause 16. Lawfulness of Assets/Transactions**

- 1.1 In the case that the Client's code number is miswritten, or in the case that it not stated during the carrying out of the transaction in an Investment Product, or in case of mistakes in the Client's details as they appear in documents and records of the Bank, or in case of a mistake in registering credits or debits in the cash accounts or securities accounts, or other entries made in accounts/books of the Bank that refer to other Investment Products of the Client, due to an error or mistake on the part of an employee of the Bank, the latter is empowered by the present Terms to proceed at its own initiative and cancel the relevant transactions, documents, records, and entries, immediately after the error or mistake is ascertained; the Bank shall bear no liability for slight negligence for such reason.
- **1.2** The Client states and confirms to the Bank that the Investment Products of any nature, to which the present Terms, any Additional Deed and Contract, refer, belong to the full ownership of the Client, they are genuine and free of any encumbrance or any third person's claim, free from any blocking in favor of third persons and any challenge related to inheritance issues, or any other challenge; they do not constitute proceeds coming from criminal activity, such as indicatively, money laundering and terrorist financing; the Client undertakes to restore any damage suffered by the Bank for that reason, should it be otherwise. The Bank is, in general, not liable for any forgery, invalidity or any other real or legal defects of the Investment Products regarding any Order given by the Client within the framework of the present Terms, any Additional Deed and Contract, nor is the Bank obliged to check in any way the Investment Products as regards the existence of real or legal defects.
- **1.3** The Client is obliged to uphold the provisions of the law that forbid the use of confidential information, as well as any behavior, act or omission which constitute,

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or may constitute, an infringement, either by himself or by the Bank, of the European and national legislation concerning market abuse.

- **1.4** Every obligation that the investors may have vis-à-vis firms providing investment services, emerging pursuant to a legislative or regulatory provision, applies ipso jure to the relationship between the Client and the Bank, as if explicitly provided for in the present Terms and in every Additional Deed or Contract.
- 1.5 The Client must deliver to the Bank every original or lawfully certified document or information which, on the basis of applicable legislation concerning money laundering and the avoidance of terrorism (by virtue, in particular, of L. 4557/2018 by which the Directive 2015/849/EU was incorporated to the Greek law), is deemed, each time, as necessary for the Bank to acquire in the framework of the present Terms and in every Additional Deed or Contract, for the fulfilment of the Bank's obligations vis-à-vis every competent supervisory, judicial or public authority, including especially all the documents concerning the verification of the identity and income on the basis of the each time applicable legislation.

### **Clause 17. Reporting Obligations**

- 1.1 The Client also undertakes to promptly notify the Bank on any kind of detail and information that may be required, in general, by the each time applicable EU and national legislation, the delegated regulations, as well as the delegated directives, the technical regulatory standards, guidelines and announcements, of the each time applicable EU and national legislations; indicatively, by the each time applicable national and regulatory provisions on the prevention and suppression of money laundering (by virtue, in particular, of L. 4557/2018 by which the Directive 2015/849/EU was incorporated to the Greek law), concerning any kind of tax issues such declarations (tax returns), notifications, reports and other obligations, concerning the implementation of the automatic exchange of information on financial accounts (such as, especially reporting obligations to public authorities deriving from L. 4170/2013 (CRS), L. 4378/2016, and L. 4428/2016, concerning the international tax compliance and implementation of the USA FATCA by virtue of L. 4493/2017), concerning the market abuse (especially by virtue of the Regulation (EU) 596/2014, its implementing regulations, and of L. 4443/2016, articles 25-47 by which the Directive 2014/57/EU on criminal penalties for market abuse was incorporated to Greek law), concerning OTC derivatives (by virtue of the Regulation (EU) 648/2012, as in force) and concerning the markets of Financial Instruments (by virtue of the Law). The Client states that the details notified to the Bank as per above are and will be complete, precise and true, and that he shall inform the Bank in case of any change thereof.
- **1.2** The Client acknowledges and accepts that the Bank is obliged, by applicable EU and national legislation, as indicatively mentioned above, to report to the competent authorities, as the case may be, or third providers, the concluded transactions of the Client, or other information that concern the Client, and to

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notify or disclose details of the transactions that were executed by the Client or on behalf of the Client. The Client explicitly consents that the Bank may proceed to notify and disclose the said transactions and information, and to transmit to any competent authority or third person his personal data, when required, as per above, in compliance with the each time applicable EU and national legislation.

- **1.3** In some specific cases, the Client may be himself obliged to report or to notify or disclose transactions. The Bank shall not proceed to reporting on the Client's behalf, unless otherwise agreed with the Client in writing.
- 1.4 The Client / legal person states and confirms to the Bank that it will take the necessary actions for the issuance and renewal, and it will observe, throughout the duration of its relationship with the Bank, a valid legal entity identifier (LEI), whenever this code is required in relation to the transactions and the Services provided to the Client, in order to fulfill the obligation to submit reports concerning transactions concluded on the Client's behalf. The said obligation refers also to the corresponding identifier of the third person that may conclude transactions on behalf of the Client. The Bank shall not be in a position to conclude transactions in Investment Products on behalf of the Client, which (transactions) are subject to reporting obligations without the filling out the said identifier.

### **Clause 18. Client Assistance**

- **1.1** The provision by the Client to the Bank of information that is based on full, accurate, true and updated data is of a vital importance during the provision of the Services, in particular during the compatibility assessment and the suitability assessment, depending on the Service provided. The Client states that he will provide to the Bank every necessary information and detail on which the Bank is entitled to be based, unless the Client knows or ought to know that it is obviously out of date, inaccurate or incomplete.
- **1.2** The Client is obliged in general to supply the Bank with all necessary documents and all details and information required for the provision of Services and, in general, to provide the Bank with any assistance that is necessary for the fulfilment of the latter's obligations which derive from the present terms, any Additional Deed and Contract.

### **Clause 19. Benchmarks**

Pursuant to the Regulation (EU) 2016/1011, the Bank produces and maintains robust written plans setting out the actions that it would take in the event that a benchmark materially changes or ceases to be provided, which (benchmark) is used for the Investment Products created or distributed by the Bank, and /or the Services provided by the Bank, as the case may be. Moreover, the plan is posted on the Bank's website



and is made available in its branches. Furthermore, the said plan is updated whenever a substantial change occurs in relation to the actions that the Bank must carry out, and it is re-posted on the Bank's website.

### **Clause 20. Compensation Schemes**

The Bank has informed the Client, at a pre-contractual stage, that it participates in the Hellenic Deposit and Investment Guarantee Fund (hereinafter, "**TEKE**"). Without prejudice to the exemptions that are explicitly provided for by law: (a) the claims of the Client for the covering of the latter's damage from the provision of the Services in case of a definitive failure on the part of the Bank to fulfill its obligations, are covered by TEKE by the investment services Coverage up to the limit that is each time provided for by the legislation and it is each time announced by TEKE, (b) the each time credit balance of any cash account that is kept at the Bank, in case of a definitive failure on the part of the limit that is each time announced by TEKE by the Coverage of deposits up to the limit that is each time announced by TEKE by the Ket that is each time provided for by the Bank to fulfill its obligations, is covered by TEKE by the Coverage of deposits up to the limit that is each time provided for by the legislation and it is each time provided for by the legislation and it is each time provided for by the Legislation and it is each time provided for by the Legislation and it is each time provided for by the Legislation and it is each time provided for by the Legislation and it is each time provided for by the Legislation and it is each time provided for by the Legislation and it is each time provided for by the Legislation and it is each time announced by TEKE.

### Clause 21. Assignment / Transfer

- **1.1** Any assignment or transfer, in any way, of any kind of rights and claims of the Client, deriving from the present terms, any Additional Deed and Contract, as well as from the underlying relation between the Client and the Bank, is forbidden without the written consent of the Bank.
- **1.2** The Bank is entitled to assign or transfer to third parties, in any way, the totality or part of the rights and obligations that the latter has by virtue of the present Terms, any Additional Deed and Contract, and the Client henceforth provides his consent to the Bank. Any such assignment or transfer, as per above, applies ipso jure from the time it is notified in writing by the Bank to the Client.

### **Clause 22. General Terms of Transactions**

The present Terms, any Additional Deed and Contract, is governed by the Bank's General Terms of Transactions, as each time in force, which the Client has already accepted, but in any case of a difference, the former shall prevail. The Client is informed, already prior to the acceptance of the present Terms, but also in any case that he will request it, concerning the each time applicable General Terms of Transactions of the Bank by any branch of the Bank of from the website of the Bank where such terms are posted.



### **Clause 23. Applicable Law – Jurisdiction**

- **1.1** The present Terms, any Additional Deed and Contract, are governed by Greek law.
- **1.2** Any dispute deriving from the present Terms, any Additional Deed and Contract, that may arise in the future, including any trial carried out with the procedure of compulsory enforcement or any provisional measures, shall fall within the competence of the Athens Courts, which shall be concurrent with the jurisdiction provisions set out in the Greek Code of Civil Procedure.

### **Clause 24. Availability of the Terms**

The Client is entitled, at any time throughout the duration of these Terms, to request from the Bank to receive the Terms in printed form or in other durable medium. The Terms, as each time in force, shall be posted on the website of the Bank. This document constitutes the first (1<sup>st</sup>) issuance of the Bank's Terms for the Provision of Investment Services.

(1st Iss./ 20/07/2020)

These Terms were prepared in two (2) identical originals, both in Greek and English language. If there is any conflict or inconsistency between the Greek and the English text of these Terms, the Greek text shall prevail.