

COLLECTION ACCOUNT BANK AGREEMENT

13 JULY 2020

EUROBANK S.A.

(as **Collection Account Bank** and **Cash Manager**)

doValue Greece LOANS AND CREDITS CLAIM MANAGEMENT SOCIÉTÉ ANONYME

(as **Servicer**)

ERB RECOVERY DESIGNATED ACTIVITY COMPANY

(as **Issuer**)

and

CITIBANK N.A., LONDON BRANCH

(as **Security Trustee**)

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THIS **COLLECTION ACCOUNT BANK AGREEMENT** (the **Agreement**) is made on 13 July 2020:

BETWEEN:

- (1) **EUROBANK S.A.**, a credit institution incorporated and operating under the laws of the Hellenic Republic, registered with the General Commercial Registry (G.E.MI.) under registration number 154558160000 whose registered office is at 8 Othonos Street, 105 57 Athens, Greece (**Eurobank** in its capacity as **Collection Account Bank** and **Cash Manager**);
- (2) **doValue Greece LOANS AND CREDITS CLAIM MANAGEMENT SOCIÉTÉ ANONYME**, a Greek law 4354/2015 company incorporated and operating under the laws of the Hellenic Republic, registered with the General Commercial Registry (G.E.MI.) under registration number 121602601000 whose registered office is at 27 Kyprou and Archimidous Street, 183 46 Moschato, Greece (the **Servicer**);
- (3) **ERB RECOVERY DESIGNATED ACTIVITY COMPANY**, a company incorporated in Ireland as a designated activity company with registration number 671742 whose registered office is at Fourth Floor, 3 George's Dock, IFSC, Dublin 1, Ireland (the **Issuer**); and
- (4) **CITIBANK N.A., LONDON BRANCH**, acting through its agency and trust business located at Citigroup Centre Canada Square, Canary Wharf, London E14 5LB, United Kingdom (acting in its capacity as the **Security Trustee**, which expression includes such company and all other persons or companies for the time being acting as security trustee or security trustees respectively for the time being so approved).

For the purposes of this Agreement, parties under (1) to (4) shall be collectively referred to as the Parties and each of them a Party.

1. DEFINITIONS AND INTERPRETATION

- 1.1 The Issuer has, on or before the date of this Agreement, opened with the Collection Account Bank the Issuer Collection Account, the Reserve Account and the Expense Account (the "**Collection Account Bank Agreement Reserves**"). The Issuer has agreed to maintain the Collection Account Bank Agreement Reserves with the Collection Account Bank subject to, and in accordance with, the terms of this Agreement, the Servicing Agreement and the other Transaction Documents to which they are parties.
- 1.2 Unless otherwise defined in this Agreement words and expressions defined in Clause 1 of the master definitions and construction schedule signed for identification by, among others, the parties to this Agreement on or about the date of this Agreement (the **Master Definitions and Construction Schedule**) have the same meaning when used in this Agreement.
- 1.3 The rules of interpretation set out in Clause 2 (Interpretation and Construction) of the Master Definitions and Construction Schedule apply to this Agreement.
- 1.4 The general terms governing the opening of the Collection Account Bank Agreement Reserves and included in the respective account opening forms of the Collection Account Bank (the **General Terms**) shall apply to this Agreement. If there is any conflict

between the provisions of the General Terms and the provisions of this Agreement, the provisions of this Agreement shall prevail.

- 1.5 Each amount from time to time standing to the credit of each of the Collection Account Bank Agreement Reserves shall bear interest in euros at such rate as may from time to time be agreed between the Issuer and the Collection Account Bank and, if no such rate is agreed for any period, at the Collection Account Bank's interest rate generally applicable by the Collection Account Bank to similar bank accounts maintained by its corporate clients. The interest for the Collection Account Bank Agreement Reserves will be calculated on the basis of an actual 360 days' year (ACT/360), whilst the deposit interest rate shall be notified by the Issuer Collection Account Bank to the Issuer within 10 Business Days from the date of this agreement. The Collection Account Bank will credit all interest payable in respect of the Issuer Collection Account. at such periods as the Collection Account Bank will notify to the Issuer within five (5) Business Days from the date hereof.

2. APPOINTMENT – ISSUER COLLECTION ACCOUNT

- 2.1 The Collection Account Bank has agreed to operate the Issuer Collection Account on the terms and subject to the conditions contained in this Agreement, the Servicing Agreement and article 10 of Greek law 3156/2003 (the **Securitisation Law**).
- 2.2 The Collection Account Bank shall not take or permit to be taken any steps to close or transfer the Issuer Collection Account or to merge the Issuer Collection Account with any other account without the prior written consent of the Issuer and the Security Trustee.
- 2.3 The Collection Account Bank hereby acknowledges and agrees that all amounts deposited in the Issuer Collection Account are held by it for the benefit of the Noteholders and of the other Secured Creditors in accordance with article 10 paragraphs 15 and 18 of the Securitisation Law.
- 2.4 The Collection Account Bank hereby undertakes that a special notation will be made in respect of the Issuer Collection Account stating that the Issuer Collection Account is segregated from the property of the Collection Account Bank in accordance with article 10, paragraph 15 of the Securitisation Law.
- 2.5 The Collection Account Bank hereby acknowledges and agrees that all amounts deposited in the Issuer Collection Account is not subject to seizure, set-off or any other lien or encumbrance by the Collection Account Bank or any of its creditors and do not constitute part of its estate pursuant to article 10, paragraph 15 of the Securitisation Law. The Collection Account Bank shall inform the Issuer and the Security Trustee should any of the above occur and shall take all requisite measures to prevent this from happening.
- 2.6 The Collection Account Bank shall not create or permit to be created any Security Interest in relation to the Issuer Collection Account and the Collection Account Bank will not purport to give any consent on behalf of the Issuer or the Security Trustee to the creation of a Security Interest over the Issuer Collection Account.

- 2.7 The Issuer Collection Account is pledged in favour of the Noteholders, the Security Trustee and the Secured Parties by operation of law and in particular pursuant to article 10, paragraph 18 of the Securitisation Law.
- 2.8 The Collection Account Bank confirms that all payments received with reference to the Collection Code Numbers provided to it by the Issuer (or the Servicer on its behalf) will be directed into the Issuer Collection Account.
- 2.9 The Collection Account Bank shall notify at or about 6 p.m. Athens time on each Transfer Business Day the Servicer in respect of all payments received with reference to the Collection Code Numbers.

3. APPOINTMENT – RESERVE ACCOUNT & EXPENSE ACCOUNT

- 3.1 The Issuer has, on or before the date of this Agreement, also opened with the Collection Account Bank the Reserve Account and the Expense Account to be funded from the Liquidity Facility in accordance with the Servicing Agreement and the Cash Management Agreement. The Issuer has agreed to maintain the Reserve Account and the Expense Account with the Collection Account Bank subject to, and in accordance with, the terms of this Agreement, the Servicing Agreement, the Cash Management Agreement, the Issuer Accounts Pledge Agreement and the other Transaction Documents to which they are parties.
- 3.2 In respect of funds allocated and deposited into the Reserve Account, the Collection Account Bank shall promptly upon receipt of a payment instruction from the Servicer transfer from amounts standing to the credit of the Reserve Account (i) the amount of Levy notified to it by the Servicer to a Servicer's account notified by the Servicer to the Collection Account Bank; (ii) amounts corresponding to Legal Recovery Expenses (as referred to in Schedule 2 of the Servicing Agreement (Pass- Through Services)) and (iii) amounts corresponding to Insurance Premium Amounts to the extent the Servicer is instructed to pay such Insurance Premium Amounts in accordance with item fifteen (15) of Schedule 2 of the Servicing Agreement (Pass- Through Services) to the relevant insurance company accounts on the due date in accordance with the relevant Core Documents, notified by the Servicer to the Collection Account Bank
- 3.3 In respect of funds allocated and deposited into the Expense Account, the Collection Account Bank shall promptly upon receipt of a payment instruction from the Cash Manager utilise the amounts standing to the Expense Account, in accordance with clause 4.5 (Expense Account) of the Cash Management Agreement.
- 3.4 The Collection Account Bank shall not take or permit to be taken any steps to close or transfer the Reserve Account and the Expense Account or to merge such accounts with any other account without the prior written consent of the Issuer and the Security Trustee.

4. INSTRUCTIONS

- 4.1 The Collection Account Bank shall provide to the Servicer (through persons entitled to access and operate the Issuer Collection Account and the Reserve Account) (each of

them **Servicer Designated User**) and to the Cash Manager (through persons entitled to access and operate Expense Account (each of them **Cash Manager User**)) daily statements in respect of the Collection Account Bank Agreement Reserves, which statements shall include details of all payments into and out of the Collection Account Bank Agreement Reserves and the balance thereof on a daily basis.

- 4.2 Notwithstanding the above, the Collection Account Bank shall provide to the Servicer or Cash Manager (as applicable) all other information, account statements that the Servicer reasonable requests in relation to the Collection Account Bank Agreement Reserves in a due and timely manner.
- 4.3 The Collection Account Bank will promptly, upon receipt of a payment instruction regarding (a) the Issuer Collection Account from the Issuer (or the Servicer on its behalf), (b) the Reserve Account from the Servicer and (c) the Expense Account from the Cash Manager or regarding any of the Collection Account Bank Agreement Reserves following the delivery of a Note Acceleration Notice the Security Trustee shall give effect to all payment instructions on the date specified in that instruction.
- 4.4 However, if:
- (a) any such instruction is received by the Collection Account Bank: (i) on a day which is not a Business Day; or (ii) after 6 p.m. (Athens time) on a Business Day; and
 - (b) such notice contains a request for the transfer of funds on the day of receipt, then the Collection Account Bank shall effect the relevant transfer on the first Business Day after receipt by it of the relevant notice, direction or communication.
- 4.5 The Parties acknowledge that on each Business Day, Collection Cash Proceeds and Insurance Premium Accounts are received into the Issuer Collection Account. The Servicer shall instruct the Collection Account Bank to transfer all amounts standing to the Issuer Collection Account to the Issuer Transaction Account at or about 6 p.m. on the day following receipt in the Issuer Collection Account, provided that such day is a Transfer Business Day.
- 4.6 If at any time the Collection Account Bank fails to transfer amounts standing to the credit of the Issuer Collection Account to the Issuer Transaction Account within ten (10) Business Days of such transfer being due, pursuant to the Servicing Agreement, the Issuer shall be entitled (but not obliged) to direct the Servicer to open a collection account for the benefit of the Issuer with a credit institution in accordance with article 10, paragraph 15 of the Securitisation Law, into which the Servicer shall direct each Borrower due in respect of its Loan(s) and each insurance company to make all payments due in respect of its Loan(s) or Insurance Policy(-ies) respectively. .
- 4.7 The Collection Account Bank shall, upon instructions of the Issuer (or the Servicer on its behalf) or (following the delivery of a Note Acceleration Notice) the Security Trustee, transfer any Issuer Mistaken Payment to the person who is entitled to the relevant Issuer Mistaken Payment either (a) as soon as reasonably practicable if the relevant Issuer Mistaken Payment has not been transferred from the Issuer Collection Account to the Issuer Transaction Account; or (b) as soon as reasonably practicable

after receiving reimbursement from the Issuer (or the Servicer on its behalf) of the relevant Issuer Mistaken Payment if such Issuer Mistaken Payment has been transferred from the Issuer Collection Account to the Issuer Transaction Account.

- 4.8 No withdrawal is permitted from the Collection Account Bank Agreement Reserves if such withdrawal would cause any of such Collection Account Bank Agreement Reserves to be overdrawn, unless otherwise agreed in writing between the Collection Account Bank and the Issuer.
- 4.9 After the Security has become enforceable and a Note Acceleration Notice has been delivered, no payment instructions will be followed unless the Security Trustee has given its consent.
- 4.10 The Servicer shall be responsible to monitor instructions given by each Servicer Designated User in connection with the Issuer Collection Account and the Reserve Account, to replace (by written notice given to the Collection Account Bank) any such Servicer Designated Users and to monitor compliance by the Servicer Designated Users with the safety guidelines concerning access to web-banking facilities of the Collection Account Bank (including with respect of the personal identification number(s) (PIN)).

The Cash Manager shall be responsible to monitor instructions given by each Cash Manager Designated User in connection with the Expense Account, to replace (by written notice given to the Collection Account Bank) any such Cash Manager Designated Users and to monitor compliance by the Cash Manager Designated Users with the safety guidelines concerning access to web-banking facilities of the Collection Account Bank (including with respect of the personal identification number(s) (PIN)).

The Collection Account Bank shall have no liability toward the Issuer, the Security Trustee, the Servicer or the Cash Manager for relying in good faith on instruction, given to it by any Servicer Designated User or any Cash Manager Designated User, who is duly approved and authorised in accordance with this Agreement and the law applicable to its corporate matters.

5. TERMINATION

- 5.1 The Issuer or (following delivery of a Note Acceleration Notice) the Security Trustee may at once or at any time subsequently by notice in writing to the Collection Account Bank terminate this Agreement upon occurrence of one of the following events:
 - (i) if a Servicer Termination Event takes place;
 - (ii) in the event of special liquidation of the Collection Account Bank in accordance with article 145 of Greek law 4261/2014 (as it may be amended from time to time);
 - (iii) if a default is made by the Collection Account Bank in the payment, on the due date, of any payment due and payable by it under this Agreement and such default continues unremedied for a period of ten (10) Business Days after the earlier of the Collection Account Bank becoming aware of such default and receipt by the Collection Account Bank of written notice from the Issuer or

(after the delivery of a Note Acceleration Notice) the Security Trustee, as the case may be, requiring the same to be remedied; or

- (iv) if a default is made by the Collection Account Bank in the performance or observance of any of its other covenants and obligations under this Agreement, which in the opinion of the Issuer (prior to the delivery of a Note Acceleration Notice and with the prior written consent of the Security Trustee) or the opinion of the Security Trustee (after the delivery of a Note Acceleration Notice), which default is materially prejudicial to the interests of the Secured Creditors (which determination shall be conclusive and binding on the Secured Creditors) and such default continues unremedied for a period of ten (10) Business Days after the earlier of the Collection Account Bank becoming aware of such default and receipt by the Collection Account Bank of written notice from the Issuer or (after the delivery of a Note Acceleration Notice) the Security Trustee, requiring the same to be remedied,

provided that such termination shall not be effective until a replacement of the Issuer Collection Account held at an Eligible Bank chosen by the Issuer (with the prior written consent of the Security Trustee) shall have entered into an agreement on substantially the same terms and form as this Agreement.

The Issuer shall use reasonable endeavours to agree such terms with such a replacement credit institution in any event within sixty (60) calendar Days of the date of the termination notice referred to above. In the event of such termination, the Collection Account Bank shall assist the other parties hereto to effect an orderly transition of the banking arrangements documented hereby and shall promptly transfer all amounts standing to the credit of the Issuer Collection Account to the account with the replacement credit institution notified to it by the Issuer and the Issuer shall reimburse the Collection Account Bank for any costs and expenses incurred during the period of, and until completion of, such transfer.

- 5.2 The Collection Account Bank may terminate this Agreement and cease to operate the Issuer Collection Account at any time on giving not less than sixty (60) days' prior written notice thereof ending on any Business Day which does not fall on either (i) an Interest Payment Date; or (ii) a date less than five (5) Business Days before an Interest Payment Date to each of the other parties hereto without assigning any reason, *provided that* such termination shall not take effect until, a replacement credit institution chosen by the Issuer (with the prior written consent of the Security Trustee) shall have entered into an agreement on substantially the same terms and form as this Agreement.

If the Collection Account Bank gives notice of its resignation in accordance with this clause 5.2 and by the 20th day before the expiry of such notice a successor has not been duly chosen by the Issuer as per the above, the Collection Account Bank may itself, with the prior written approval of the Security Trustee, appoint as its successor any reputable and experienced credit institution. The Collection Account Bank shall give notice of such appointment to the Issuer and the Security Trustee, and such successor shall enter into an agreement on substantially the same terms and form as this Agreement.

The Collection Account Bank shall not be responsible for any costs or expenses occasioned by such termination and cessation. In the event of such termination and cessation, the Collection Account Bank shall assist the other parties hereto to effect an orderly transition of the banking arrangements documented hereby.

5.3 This Agreement shall automatically terminate (if not terminated earlier pursuant to this clause 5) on the date falling sixty (60) days after all Secured Obligations have been irrevocably discharged in full.

5.4 Upon termination of the appointment of the Collection Account Bank under this Agreement, the Collection Account Bank shall in accordance with all applicable laws immediately deliver to the Issuer or as the Issuer shall direct (and in the meantime shall hold on trust for, and to the order of, the Issuer) or, if a Note Acceleration Notice has been served on the Issuer, deliver to, or to the order of, the Security Trustee or as the Security Trustee shall direct (and in the meantime shall hold on trust for, and to the order of, the Security Trustee):

(a) all moneys and other assets then held by the Collection Account Bank for the account of such parties; and

(b) all statements in its possession or under its control relating to the affairs of or belonging to the Issuer,

and shall take such further action as the Issuer or (following delivery of a Note Acceleration Notice) the Security Trustee may reasonably direct, provided that the Collection Account Bank shall be entitled to take such copies of the foregoing as are required for taxation, regulatory and/or audit purposes or as otherwise required by law.

5.5 The Issuer shall give notice of any such transfer to the Servicer and the Cash Manager within five (5) Business Days following the transfer.

5.6 Upon the transfer of the Issuer Collection Account to another credit institution, the Issuer will procure, with the written approval of the Security Trustee, that the provisions of the Securitisation Law, of this Agreement and the Deed of Charge (as applicable) apply to the new Collection Account Bank and the Issuer Collection Account is opened at such credit institution and that the Issuer has granted security over the new account in the same manner and to the same extent (insofar it is possible to do so) as was the case in respect of the Collection Account Bank and the Issuer Collection Account.

6. PAYMENTS & FEES

6.1 All payments by the Collection Account Bank under this Agreement shall be made in full without any deduction or withholding (whether in respect of, or for or on account of, set-off, counterclaim, duties, any present or future Taxes, charges or otherwise whatsoever) unless the deduction or withholding is required by law, in which event the Collection Account Bank shall:

(a) ensure that the deduction or withholding does not exceed the minimum amount legally required;

- (b) pay (if applicable) to the relevant taxation or other authorities within the period for payment permitted by applicable law the full amount of the deduction or withholding referred to in clause 6.1(a) above;
- (c) furnish to the Issuer or following the delivery of a Note Acceleration Notice the Security Trustee (as the case may be) within the period for payment permitted by the relevant law, either:
 - (i) an official receipt of the relevant taxation authorities in respect of all amounts so deducted or withheld and paid to such relevant taxation authorities; or
 - (ii) if such receipts are not issued by the taxation authorities concerned on payment to them of amounts so deducted or withheld, a certificate of deduction or equivalent evidence of the relevant deduction or withholding; and
- (d) account to the Issuer in full by credit to the Collection Account Bank Agreement Reserves for an amount equal to the amount of any credit, rebate, repayment or reimbursement in respect of any deduction or withholding which the Collection Account Bank has made pursuant to this clause 6.1 and which is subsequently received by the Collection Account Bank.

6.2 The Issuer shall pay to the Collection Account Bank for its services under this Agreement such fees, costs and expenses (including any irrecoverable VAT incurred in respect of such costs and expenses against production of a valid VAT invoice) in respect of its services as shall be agreed in writing between the Issuer and the Collection Account Bank from time to time.

7. LIMITED RECOURSE AND NON-PETITION

Notwithstanding any provision of this Agreement, the recourse of the Parties to the Issuer in relation to this Agreement is limited to the charged assets. The obligations of the Issuer to pay amounts payable to the Parties and any of their affiliates at any time shall be limited to the proceeds available to the Issuer at such time to make such payments in accordance with the Transaction Documents. Notwithstanding any other provisions of this Agreement or any other Transaction Document, each Party agrees, for itself and each of its affiliates, that if the net proceeds of realisation of the charged assets upon enforcement thereof in accordance with the Transaction Documents are less than the aggregate amount payable by the Issuer in respect of this Agreement, to the Parties and any of their affiliates (such negative amount being referred to herein as a **shortfall**), the obligations of the Issuer to such persons will be limited to such net proceeds, which shall be applied in accordance with the Transaction Documents. In such circumstances, the other assets of the Issuer will not be available for payment of such shortfall. Each Party agrees, for itself and each of its affiliates, that its right to receive any further amounts in respect of such obligations shall be extinguished and it may not take any further action to recover such amounts.

7.1 Each Party agrees for itself and each of its affiliates that neither it nor they nor any person acting on its or their behalf shall be entitled at any time to institute against the Issuer, or join in any institution against the Issuer of, any bankruptcy, administration,

moratorium, examinership, reorganisation, arrangement, insolvency, winding up or liquidation proceedings or other proceedings under any applicable bankruptcy or similar law in connection with any obligations of the Issuer relating to the this Agreement or any other Transaction Document, save for (i) lodging a claim in the liquidation of the Issuer which is initiated by another non-affiliated party or (ii) taking proceedings to obtain a declaration or judgment as to the obligations of the Issuer in relation thereto.

7.2 Each Party agrees, for itself and each of its affiliates, that it has no recourse under any obligation, covenant, or agreement of the Issuer contained in this Agreement or any other Transaction Document against any shareholder, officer, agent, employee or director of the Issuer, by the enforcement of any assessment or by any proceeding, by virtue of any statute or otherwise, it being expressly agreed and understood that this Agreement and the other Transaction Documents are corporate obligations of the Issuer. Each Party agrees, for itself and each of its affiliates, that no personal liability shall attach to or be incurred by the shareholders, officers, agents, employees or directors of the Issuer, or any of them, under or by reason of any of the obligations, covenants or agreements of the Issuer contained in this Agreement or any other Transaction Document or implied therefrom, and any and all personal liability of every such shareholder, officer, agent, employee or director for breaches by the Issuer of any such obligations, covenants or agreements, either at law or by statute or constitution is hereby deemed expressly waived by the Parties on their behalf and on behalf of their affiliates.

7.3 Nothing in this clause 7 shall be interpreted so as to limit the Issuer's liability under intent or gross negligence.

7.4 The provisions of this clause 7 shall survive termination of this Agreement.

8. GOVERNING LAW & JURISDICTION

8.1 This Agreement and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation (including any non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Greece.

8.2 Each party to this Agreement (other than the Security Trustee) hereby irrevocably submits to the non-exclusive jurisdiction of the Courts of Athens in any action or proceeding arising out of or relating to this Agreement (including a dispute relating to any non-contractual obligations in connection with this Agreement), and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined by such courts. Each party to this Agreement (other than the Security Trustee) hereby irrevocably waives, to the fullest extent it may possibly do so, any defence or claim that the Courts of Athens are an inconvenient forum for the maintenance or hearing of such action or proceeding. The Security Trustee may take any suit, action or proceeding arising out of or in connection with this Agreement (together referred to as **Proceedings**) against the Issuer in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.

9. SECURITY TRUSTEE

- 9.1 In the event that there is any change in the identity of the Security Trustee in accordance with the Deed of Charge, the retiring Security Trustee, the Collection Account Bank and the Issuer shall execute such documents and take such actions as such new Security Trustee may reasonably require for the purpose of vesting in such a new Security Trustee the rights of the retiring Security Trustee under this Agreement and the Deed of Charge and, if so determined by the new Security Trustee, releasing the retiring Security Trustee from further obligations thereunder.
- 9.2 The Security Trustee assumes no obligation or liability under this Agreement, unless such obligation or liability is expressly assumed by the Security Trustee in this Agreement. Nothing in this Agreement imposes any obligation or liability on the Security Trustee to assume or perform any of the obligations of the Issuer or the Collection Account Bank under this Agreement or renders the Security Trustee liable for any breach thereof. The Security Trustee has agreed to become a party to this Agreement only for the purpose of taking the benefit of contractual provisions expressed to be given in its favour, enabling better preservation and enforcement of its rights under this Agreement and the Deed of Charge and for administrative ease associated with matters where its consent is required.
- 9.3 The Security Trustee shall not have any duty to monitor or supervise the performance by the Collection Account Bank of its duties and obligations under this Agreement (and the Security Trustee shall be entitled to assume that the Collection Account Bank is performing its duties and obligations thereunder until it has actual knowledge to the contrary) and any information it receives is for its information only, nor shall the Security Trustee be in any way liable for any liability suffered by any party hereto or any other party resulting from the acts or omissions of the Collection Account Bank or any of its agents, sub-contractors, representatives or delegates in the discharge of any of the duties and obligations the Collection Account Bank is obliged to perform as the agent of, among others, the Security Trustee.
- 9.4 The parties to this Agreement acknowledge that this Agreement is subject to the terms of the Deed of Charge. All the provisions of the Deed of Charge relating to the exercise by the Security Trustee of its powers, trusts, authorities, duties, rights and discretions shall apply, mutatis mutandis, to the discharge by the Security Trustee of its powers, trusts, authorities, duties, rights and discretions under this Agreement.

10. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and this has the same effect as if the parties to this Agreement had executed a single copy of this Agreement.

SIGNATORIES

Collection Account Bank & Cash Manager

SIGNED by

for and on behalf of

EUROBANK S.A.

By:

Name:

Title:

Servicer

SIGNED by

for and on behalf of

doValue Greece LOANS AND CREDITS CLAIM

MANAGEMENT SOCIÉTÉ ANONYME

By:

Name:

Title:

Issuer

SIGNED by

for and on behalf of

ERB RECOVERY DESIGNATED ACTIVITY COMPANY

By:

Name:

Title: Authorised Attorney

Security Trustee

SIGNED by

for and on behalf of

CITIBANK N.A., LONDON BRANCH

By:

Name:

Title: Authorised Attorney