

## **GENERAL TERMS FOR COMPANY TRANSACTIONS**

The Banking Company SA by the name "ATTICA BANK SA.", having its corporate seat at 23 Omirou Str., Athens, and registered in the SA Registry of the Ministry of Development, Competitiveness, Infrastructure, Transport and Networks, no. 6067/06/B/86/06 and supervised by the Bank of Greece, with the website [www.atticabank.gr](http://www.atticabank.gr), which is duly represented by the signatories of the present document under its name (hereinafter referred to as "Bank") and the client "hereinafter referred to as "Client"), whose full data is written on the application attached to this document, an application which constitutes a indivisible and integral unit (hereinafter referred to as "Application") hereby

**agree, conclude and jointly accept the following:**

### **GENERAL PART**

#### **1.OBJECT**

**1.1.** The present General Terms of Transaction (hereinafter referred to as "GTT") constitute a framework agreement that governs the total of transactions and generally the Bank's lawful relations with the Client, which stem from opening a deposit account. The GTT are completed and/or amended according to the special terms that govern each separate transaction or agreement of the Client with the Bank, whereas, in case of a discrepancy, the latter shall supersede the former as more specific.

**1.2.** The transactional relations created between the Bank and the Client are based on mutual trust and are governed by the institutional framework as in force, the present terms, the potential special terms as in force as well as the bona fide and fair trade practice principles.

**1.3.** The provisions that govern the opening and operation of a deposit account, as well as the general terms which govern the duration, amendment and repudiation of the present document are included in the GENERAL PART of the present GTT, whereas the special provisions about the use, features and services offered by the Bank to the Client through their deposit account are included in the SPECIAL PART of the present document.

#### **2. DEFINITIONS**

For the purposes of GTT, the following are understood as:

**2.1.** "Direct Debit": the payment service which consists in debiting the Client's deposit account when the act of payment is activated by the holder either based on the authorization given by the Client to the holder or to the holder's bank, or based on the order given by the Client to the Bank.

**2.2.** "Exclusive means of Identification": the combination of letters, numbers or symbols granted by the Bank to the Client, which the Client must provide each time he effects an Act of Payment debiting his account, in order to facilitate the doubtless identification of that account. In specific, an account can be identified through the Bank Identifier Code (BIC), the payment account kept in the Bank (ATTIGRAXXX) and the International Bank Account Number (IBAN).

**2.3.** "Remittance": A Payment Service in which the Bank receives a sum of money from the payer, without the requirement of opening a deposit account in the name of the payer or the beneficiary, with the exclusive purpose of transferring an equivalent sum of money to a

beneficiary or to another bank, acting on behalf of the beneficiary, either of the Bank disposing the aforementioned sum to the beneficiary.

**2.4. "Payment Order":** the order given by the Client to the Bank, either through their capacity as payers or through their capacity as beneficiaries, for the execution of the Act of Payment.

**2.5. "Business day":** the day on which the payer's or beneficiary's (person who is involved in the execution of an Act of Payment) Bank operates, so as to ensure the Act's execution, taking also into consideration any potential local bank holidays for the Bank's branches. For any special act of payment and/or depending on the medium through which this is effected, a specific deadline is set for the Bank's operations (cut off time), within the business day, beyond which the order for the execution of an act of payment is considered to be received on the following business day. Those time limits of the business day (cut off times), as applicable at each time, are posted on the Bank branches and on its website and are attached herein, as applicable today (Appendix 1) and constitute an integral part thereof.

**2.6. "E-banking":** the services offered to the Client by the Bank through electronic networks and telecommunication media and with which the Client can make transactions on his Deposit Accounts, as determined each time on the Bank's website.

**2.7. "Value Date":** the time reference point determined by the Bank as the beginning of calculating the interest on the sum of money with which a Deposit Account is credited or debited.

**2.8. "Deposit Account":** a deposit account of any type (savings, checking, current, time deposits) which is kept in the Bank in the name of one or more persons and in which the Client is entitled to effect transactions, in the entire network of the Bank's branches as well as through the E-banking services offered each time to the Client, according to the general terms hereby and potential special terms, which are applicable for each specific type of Deposit Accounts.

**2.9. "Deposit Account for Payments":** a Deposit Account used for executing Acts of Payment and especially a Deposit Checking Account, a Deposit Savings Account and a Deposit Current Account. A Time Deposit is not considered to be a Deposit Account for Payments and the same applies for any account which by nature and/or operation cannot be used to effect Acts of Payment.

**2.10. "Credit Transfer":** A Payment Order, activated by the payer through crediting their Deposit Account for Payments, with the purpose of disposing a sum of money to the beneficiary's account.

**2.11. "Client":** A natural person or legal entity or a union of entities with or without legal personality, which exercises a commercial, profit-making, business or similar to those activity and transacts with the Bank within the framework of the present GTT.

**2.12. "Act of Payment":** The act made by the Client, either through their capacity as a payer or as a beneficiary, and which consists in disposing, transferring or withdrawing sums of money, irrespective of any underlying relationship between them and the beneficiary or the payer respectively.

**2.13. "Payment Service":**

a) any service permitting the deposits and withdrawals of cash from a Deposit Account for Payments, including all the actions for keeping a payment account and

b) the execution of an Act of Payment. Specifically, examples of Payment Services are the execution of Credit Transfers, Remittances, the execution of Direct Debit orders as well as the issuing and/or acquisition of payment cards (credit and debit cards). Acts of Payment effected exclusively by the payer to the beneficiary without any intermediate

intervention or based on a cheque, bill of exchange or notes, are not regarded as Payment Services.

**2.14.** "Special Banking Operations Terms for Transactors": The Special Banking Operation Terms for the Bank's Transactors as in force, which include expenses and charges of a various nature regarding opening and maintaining a Deposit Account as well as all the transactions which are effected through it. The Special Banking Operation Terms for Transactors, as at any time readjusted, are available to the Client at any given time throughout the contract, either at the Bank Branches or on its website.

### **3.LEGITIMACY - REPRESENTATION OF CLIENT**

**3.1.1.** The Client, who is a natural person, is required to provide the Bank with any document which is by law considered to be proof of the natural person's identity. The Bank is entitled, at its discretion, to request the submission of additional identification data from the Client, as well as to receive and maintain samples of his signature and copies of the documents submitted to it.

**3.1.2.** In the event of the Client's death and in order to legitimize his heirs, the Bank is entitled to request from him to submit the necessary legitimizing documents, including a certificate of inheritance.

**3.2.** The Client, who is a legal entity, is required to submit to the Bank a complete series of legitimizing documents, which prove the legitimate establishment and operation of the legal entity as well as his legitimate representation. The Bank has at any time the right to request at its discretion the submission of complementary data and keep copies of the documents submitted to it. The provisions of this paragraph are also implemented accordingly in any other case of a union of persons, as well as legal entities or unions of persons, which have been established according to the laws of another country.

**3.3.** The Client is required to notify the Bank about his precise and full address of residence or headquarters. The last address stated by the Client is considered to be the legal residence or headquarters of the Client and it is the address to which the documents of this agreement are sent and in which the legal results according to this agreement are produced. This provision is also implemented accordingly in the case of the e-mail the Client may have stated.

**3.4.** The Client is obliged to promptly notify the Bank in writing about any change of his data which are mentioned in paras. 3.1.1, 3.2 and 3.3 above, submitting simultaneously the pertinent documents, and is responsible for any damage inflicted on the Bank by the fact that, through no fault of its own, it was not aware of any change in the said data.

**3.5.** The Bank does not bear any responsibility for the validity, accuracy or authenticity of the documents submitted to it, during the Client's legitimization check and consequently shall not be held accountable for any potential damage to the Client or other beneficiaries or third parties, due to defects in the aforementioned documents.

**3.6.** Third persons, who have been authorized in writing by the Client, can represent them and sign on his behalf during the transactions with the Bank, unless differently provided by the present or a potential special agreement. The said authorization, if not submitted by the Client in person, shall have to bear a validation of the originality of signature and a certified date from a competent National Authority. The Client is obliged to communicate in writing to the Bank any potential change, revocation or in any other way termination of validity of the said authorization, even in cases where the said change, revocation or in any other way termination of the authorization arises from other data. The Client shall in any case bear the burden of proof of the receipt of the notification to the Bank, whilst until the said notification

takes place, the Client shall be absolutely bound by the transactions effected by the above authorized persons.

**3.7.** The Client declares that he as well as the persons potentially representing him, have full contractual capacity and are not subject to any restriction of this capacity whatsoever. The Client shall bear the full responsibility for any damage inflicted on the Bank by the untimely and inappropriate information about the occurrence of restrictions to the capacity of himself or the persons described in para. 3.6. above, who transacted with the Bank at the Client's behest or in the name of the Client.

#### **4. DEPOSIT ACCOUNT**

**4.1.** The GTT are implemented on every type of Deposit Accounts that the Client may maintain in the Bank, without prejudice to the potential special provisions applying for the sub-types of Deposit Accounts and/or the special agreements between the Bank and the Client.

**4.2.** The Bank reserves the right to dispose to its Clients Deposit Accounts with different, according to the case, characteristics and/or conditions as well as the right to provide to the Client an overdraft right from his Deposit Account, according to the applicable pertinent special terms, which supplement the GTT. It is expressly stated that in case of lack of an agreement pertinent to this, the Client does not have the right to create a debit balance in his Deposit Account. Nevertheless, in case for any reason there is a debit balance, for instance in case of interest debit due to Account movements and/or use of the Card, the Bank shall notify the Client via any available means and the latter shall be obliged to repay at his earliest convenience.

**4.3.** The Bank reserves the right to determine the minimum sum of money required to open a Deposit Account as well as the minimum balance, which should be maintained in the Deposit Account, depending on its invoicing policy. The above sums are written on the applicable Special Banking Operations Terms for Transactors with the Bank.

#### **4.4. Acts of Deposit**

**4.4.1.** The Client has the right to deposit the money himself into his Deposit Account and receive deposits in this. The Client hereby authorizes the Bank, irrevocably and for the entirety of his transactional relation with it, to receive into his Deposit Account deposits of cash, remittance products or other products of transfer of money or cheques or other securities, notwithstanding the provisions about the legalization of revenues from criminal acts or the funding of terrorism.

**4.4.2.** Without prejudice to the provisions of para. 8.4.2. below about the cash deposit into the Bank's ATMs, the cash deposited by the Client into his Deposit Account, in the currency of this Deposit Account, within a Business Day and within the valid time limit of termination of the Bank's operations (cut off time - para. 2.5. above), the crediting of the Deposit Account with the deposit sum shall be effected on the next Business Day and at the corresponding Value Date. Insofar as the cash deposit date does not coincide with a Business Day, or if this is effected after the valid time limit of termination of the Bank's operations (cut off time - para. 2.5. above), the cash shall be available on the second Business Day after the deposit and at the corresponding Value Date.

**4.4.3.** Insofar as a Deposit Account is maintained in a foreign currency, its operation is also governed by the potential special provisions of the national and European legislation. Deposits and acts of payment in such a Deposit Account shall be effected only in the currency in which this is maintained. If there is another currency, the Bank shall convert the amount of the deposit or act of payment into the currency of the Deposit Account,

implementing the relevant exchange rate, which is mentioned in the daily foreign exchange reference rates on the date of the order execution. This bulletin is posted in the Branches and on the Bank's website.

**4.4.4.** In case the Client has been provided with a debit card, which is connected to a Deposit Account, the Client is entitled to deposit cash into it, according to what is specified below in article 8.4.2.

**4.4.5.** In case the Client has been provided with a Business Card Visa, which is connected to a Deposit Account, the Client is entitled to deposit cash into it, according to what is specially specified in the pertinent credit card agreement, which has been signed between the Bank and the Client.

#### **4.5. Deposit of Securities for Collection**

**4.5.1.** The Client has the right to deposit into his Deposit Account securities for Collection, such as cheques, bills of exchange and notes, which have been legally issued. It is expressly agreed that the Bank bears no responsibility whatsoever for the authenticity of the securities which are deposited for collection.

**4.5.2.** The Bank is obliged to promptly take all the legal actions for the appearance and collection of the the deposited Securities into the Client's Deposit Account as well as to proceed to a corresponding crediting of his Deposit Account with the respective amounts, without bearing any responsibility for their collection or not. It is expressly hereby agreed that the Bank shall, according to the above, credit the Deposit Account with the collection product, deducting any expenses or charges, about which the Client shall be informed through the Special Banking Operation Terms for Transactors with the Bank.

#### **4.6. Deposit Passbook**

**4.6.1.** The Client is required to diligently maintain a deposit passbook which might have been provided to him by the Bank during the opening of a certain type of Deposit Account, as well as to promptly inform in writing the Bank, in case it is stolen or lost. In any other case, the Client shall be held responsible for any damage may be inflicted upon him due to the said loss or theft, which is not the Bank's fault during checking the identification and/or legitimization of the Client, as per paras. 3.1.1. and 3.2 above.

**4.6.2.** Given that the Bank has provided the Client with a deposit passbook, the latter shall have to produce it and update it at any transaction with the Bank. In any case, the deposit proving documents or other supporting documents, which are issued by the Bank during its transaction with the Client, prove the content of the transaction, even if the relevant registration into the deposit passbook (if such a passbook is maintained) has not taken place. In case the present document is repudiated or in any other case of closure of a Deposit Account, the Client is obliged to return the deposit passbook to the Bank to be cancelled.

#### **4.7. Joint Account:**

**4.7.1.** The deposit into a joint disjunctive account is governed by L. 5638/32, as applicable. Each one of the co-beneficiaries of the deposit has the right to make full or partial use of his Deposit Account, for instance to dispose, block, encumber and or close the Deposit Account, without the partnership, acquiescence or consent of the other co-beneficiaries. In case any of the co-beneficiaries dies, the deposit is maintained in the name of the survivor/s until the last one thereof.

**4.7.2.** The deposit into a joint conjunctive Deposit Account presupposes an explicit written agreement. The use of a joint conjunctive Deposit Account is effected solely through the

partnership of all co-beneficiaries. In case any of the co-beneficiaries of the joint conjunctive Deposit Account dies, the account shall be valid in the name of the rest of the surviving co-beneficiaries and the deceased person's heirs. In the event of doubt, the joint Deposit Account shall be regarded as disjunctive.

**4.7.3.** In case a deposit passbook is provided, as per para. 4.6.1 above, its presentment and update shall be effected by any of the co-beneficiaries for the joint disjunctive Deposit Account and by all the co-beneficiaries simultaneously for a joint conjunctive Deposit Account. The updating of the co-beneficiaries for the joint disjunctive Deposit Account is effected for the co-beneficiary who is mentioned first in the Bank document carrying the specimen of signature of all the co-beneficiaries. This co-beneficiary shall have to update the rest of the co-beneficiaries, who shall in any case have access to information. For the joint conjunctive Deposit Account, the update shall be effected to the co-beneficiary who has been specially designated in the above agreement of para. 4.7.2.

**4.7.4.** Each co-beneficiary of the joint Deposit Account is fully responsible to the Bank for any commitment stemming from the Deposit Account.

**4.7.5.** What is mentioned above about the death of a co-beneficiary shall also be commensurately implemented in the case of a dissolution of a legal entity - co-beneficiary of a joint Deposit Account.

**4.8.1. Deposit Interest Rate:** The Deposit interest rate can be agreed to be fixed or floating. In case of a floating interest rate, the Bank shall be entitled to readjust the said rate at any time, taking into consideration the capital market conditions, the money supply, the country's risk and the competition conditions in the banking market.

**4.8.2.** The Client shall be updated about the applicable interest rate from the Press announcements, the tables posted in Bank Branches and on the Bank's website as well as from the bank statements of his Deposit Account of Article 5 below. The new interest rates shall be applied directly, after the above announcement through the press, unless a later date is designated, according to what is hereby stated in article 6.

**4.8.3.** The basis of assessment of the interest for the deposits is considered to be the actual days and a year of 360 days (Actual/360), unless there is a different adjustment for the specific currency of the deposit. The interests are compounded on June 30 and December 31, unless different dates are agreed upon. When interests are paid, there is tax for the Greek Government, according to the applicable legislation.

#### **4.9. Cash Withdrawal - Debiting the Deposit Account**

**4.9.1.** The deposit is paid to the Client upon his request, along with the interest, unless the deposit sum or part of it is pledged or blocked or there is a special agreement between the Bank and the Client regarding the sum's withdrawal (e.g. time deposits or notice deposits). The Bank shall hold the right to determine a maximum limit of sum withdrawal, beyond which the Client shall have to notify the Bank about his relevant intention to proceed to the withdrawal, at least three (3) Business Days prior to it. The applicable maximum withdrawal limit is communicated to the Client through the Bank Branches.

**4.9.2.** In case the Client has been provided with a debit card, which is connected to a Deposit Account (Article 8 below), the Client shall have the right to withdraw cash from it, in accordance with what is specified in article 8.4.2. below.

**4.9.3.** In case the Client has been provided with a Business Card Visa, which is connected to a Deposit Account, the Client is entitled to withdraw cash from it, according to what is specially specified in the pertinent agreement, which has been signed between the Bank and the Client.

**4.9.4.** In case there is a withdrawal from a Deposit Account maintained in a foreign currency, the Bank shall have to pay to the Client the equivalent amount in euros, following the relevant conversion procedure, depending on the currency and the corresponding exchange rates on the conversion date, about which (and about other relevant charges) the Client can be informed in any Bank Branch. The Bank shall bear no responsibility whatsoever for the applicable exchange rates. The Client is entitled to request the payment of the deposit in the currency in which his Deposit Account is held, however the fulfilment of his request is subject to time and other limitations, which are cited in the relevant special terms.

**4.10.** Taking into consideration that the Client is entitled to effect payments using his Card (Article 8), debiting his Deposit Account with cheques made out by him (Article 9) and/or through payment orders (Article 10), in case more than one debits occur, without simultaneously the available balance of the Deposit Account sufficing for the execution of all of them, the Bank is entitled to pay any of them, regardless of their issue date or occurrence date, unless the Bank has received relevant written special instructions.

**4.11. Value Date:** A Value Date for the credit or debit of a Deposit Account is the Business Day, on which the sum is respectively credited or debited on the Deposit Account. The Client shall be updated about the Value Date of each transaction, in accordance with Article 5 below.

**4.12.** The Client irrevocably authorizes the Bank, throughout their transactional relation, to debit the Deposit Account he maintains in the Bank or offset the Client's deposit balance (including the accrued interest) with any overdue or not claim against him, regardless of its cause.

**4.13.1.** For certain transactions on the Deposit Account, the Bank has the right to pass the relevant cost or part of it to the Client. The hither charges are cited in the applicable Special Bank Operation Terms for Transactors with the Bank. The Bank has the right to modify them, taking into consideration certain criteria, such as the changes in price index and labour cost, as the relevant values are made public by the competent bodies as appropriate. Each charge change, according to what is mentioned above, is communicated to the Client through posts in the Bank Branches or on the Bank's website or through any other available means, and is valid in accordance with the terms and conditions of Article 6.2. below.

**4.13.2.** The Client shall be charged with all taxes or fees that are imposed on Deposit Accounts or with the interest on them as well as with any default interest and court fees, delivery fees, compulsory enforcement fees etc., as those are specified as appropriate. The Client may be informed about the actual amount of Bank charges and of the taxes and duties withheld for the Government as well as about the time these are falling due, through any Bank Branch or its website.

**4.13.3.** The Client expressly hereby authorizes the Bank to bear the expenses and charges in debit of his Deposit Account (the expenses and charges according to the provisions of the above article) by priority, whenever there is an available balance for their full or partial repayment. This authorization is considered to be irrevocable as regards the interests of both the contracting parties, therefore any revocation entails necessarily a notice of termination of the Deposit Account agreement and its subsequent blocking.

## **5. CLIENT/ACCOUNT UPDATES**

**5.1.1.** The Bank issues and dispatches every calendar quarter to the Client's address, by simple post and without any financial charge (para. 3.3. above), a copy of the statement of

the total movement of his Deposit Account, which includes a comprehensive update on every Act of Payment in the Deposit Account, that was made during the previous quarter.

**5.1.2.** In case the Bank has provided to the Client a Deposit Passbook for a specific type of Deposit Account, the Client's update shall also be effected through the Passbook's update, when it is presented at any of the Bank's Branches.

**5.2.** In case the Deposit Account does not present any movement, the dispatch of movement copies of the Client's Deposit Account (as per 5.1.1.) shall be effected after the completion of a calendar semester (six months).

**5.3.** The Deposit Account statement which is sent to the Client includes the following information:

- a) The transactions which were effected with an enterprise with the use of the Card, the Enterprise's data, the exact sum of these transactions and any potential imposed charges.
- b) The withdrawals and/or deposits of cash from the Bank's ATMs using the Card.
- c) The executed Payment Orders and specifically their type, the receipt date of each order, the beneficiary's data and the total amount thereof, including any potential imposed charges.
- d) In case the Client is a beneficiary in a payment transaction, the data that allow him to identify that transaction as well as the Payer, the transaction sum, any potential imposed charges and the credit's Value Date.
- e) If made necessary, the current exchange rate or reference exchange rate, which was used in the payment transaction, and if the Client is a beneficiary of the payment, the amount of the payment transaction before the conversion of the currency.

**5.4.** The Bank also offers electronic copies of the Client's Deposit Account statement, in accordance with the terms of para 11.7. below.

**5.5.** The Client shall have the right upon request to receive a copy of his Deposit Account statement, as per para. 5.1. above, on a more frequent basis or in a different way from those hereby prescribed, if it is possible within the framework of the Bank's technical capacities. Furthermore, the Client may request the re-issuing or re-despatch of those copies. In those cases, the Client shall incur the charges mentioned in the applicable Special Banking Operation Terms for Transactors with the Bank.

**5.6.** The Deposit Account statement copies are extracted from the Bank's trade books, in any form they might be kept and they have full probative force of permissible counter-evidence, regarding the Client's Account movement. An uninterrupted and complete series of the above copies of the current article constitute an accurate extract from the Bank's books, which illustrates the credits and debits of the Deposit Account for the relevant time period. The Client acknowledges that the same probative force is shared by the electronic movement copies to which he has access through the Bank's E-Banking Services, in accordance with the terms of Article 11.7 below.

**5.7.** Insofar the Client receives the Deposit Account statement copies by mail in the months prescribed in para 5.1., and in case he does not receive a relevant update, he is required to notify the Bank by registered mail, at the latest by the last day of the month that follows what is mentioned above. Otherwise he acknowledges receipt of the Account statement copy, permitting counter-evidence.

**5.8.** Any objections or contestations regarding the content of the Deposit Account statement copy shall be communicated to the Client with a document, as soon as possible and without delay, applying accordingly the provisions of para. 10.12.6. below. The above

document shall include details about the reasons for objection as well as the data that prove the error.

## **6. AGREEMENT AMENDMENT**

**6.1.** Taking into consideration the indefinite duration of the present document, the Bank reserves the right to a unilateral complementation or/and amendment of the GTT for an important reason. The amendment shall be effected, following a prior notification of its content to the Client or with a simple letter or through his Deposit Account's statement copies, as per Article 5 of the current GTT.

**6.2.** The Client shall in any case have the right to not accept the amendment and to terminate his agreement with the Bank within thirty (30) days at the latest from the above notification. If this deadline lapses, this entails an approval of the amendment on behalf of the Client.

**6.3.** The change of exchange rates and of deposit interest rates, which have been characterised as floating or variable, do not constitute a amendment of the agreement, inasmuch these changes are based on reference interest rates and inasmuch there is also prescribed the method of calculating the interest, the relevant date and the index of these interest rates.

## **7. DURATION - NOTICE OF TERMINATION OF AGREEMENT - BLOCKING OF A DEPOSIT ACCOUNT**

**7.1.** The present agreement is of an indefinite duration.

**7.2.** The Client shall have the right to terminate the present agreement at any time with a document, which shall produce the results of the notice of termination thirty (30) days after its notification to the Bank, and in case he has been provided with a Card (article 8 below), he is obliged to deliver it to any Bank Branch, in implementation of the provisions of para. 8.6. below.

**7.3.** If the notice of termination of the agreement (as per the previous paragraph) from the Client takes place twelve (12) months after its signature, this shall be done without incurring any liability. Otherwise, the Bank has the right to incur a charge, which shall in any case be reasonable and proportionate to the relevant cost.

**7.4.1.** The Bank has at any time the right to terminate the present agreement by means of a written notification, which shall produce the legal effects after the lapse of thirty (30) days from its notification to the Client.

**7.4.2.** The Bank has the right not to observe the deadline of para. 7.4.1. and terminate at any time the current GTT, by means of a relevant written notification to the Client, for a significant reason, and indicatively in case of breach from the Client of the actual applicable legislation or one of the terms of the present agreement, all of which are agreed upon to be essential.

**7.5.** The termination of the present agreement entails the ipso jure blocking of the Client's Deposit Account, the subsequent cancellation of all the benefits directly associated to it (standing orders etc.) as well as any Card which is exclusively connected to it. In this case, any potential expenses and charges shall become overdue and claimable whereas any potential credit balance shall be transferred to an interest-free account at the Client's disposal, by means of a simple notification at his address of para. 3.3. above.

**7.6.** In case of a long inactivity of the Deposit Account (over twelve months), the Bank shall have the right to close it and transfer its balance to an interest-free account, implementing

appropriately the last section of para. 7.5. The balance of an inactive Deposit Account shall be prescribed in favour of the Greek Government, in accordance with applicable law.

**7.7.** Any charges incurred in the framework of the present agreement on a regular basis and having been pre-paid by the Client, shall be returned to him insofar as he is not burdened with them due to the termination of the agreement.

## **SPECIAL PART**

### **8. DEBIT CARD**

#### **8.1. Granting - Validity of Card**

**8.1.1.** Upon the Client's request, the Bank provides a debit transaction card (hereinafter referred to as "Card"), to one or more authorized representatives of the Client, designated by him (hereinafter referred to as "Holder") in which appear the Client's trade name or business name, as well as the Holder's first name and surname. Its use shall be governed by the following terms:

**8.1.2.** The Card is delivered to the Holder either through the Branch with which he cooperates either by post to the address he has stated (para. 3.3. above), assuming the relevant risk for its delivery, implementing the provision of 3.4. above. Immediately after the delivery of the Card, the Client is required to deliver it to its Holder, whose first name and surname are written on it and to ensure that the latter will sign it in the designated space, on the back of it. It is expressly noted that the Card remains in the Bank's ownership and is never transferred to the ownership of the Client or the Holder.

**8.1.3.** Each Card has a validity period until the end of the month of the year which is written on its front side, therefore any use of it after the expiration of its validity or after the termination of the present agreement is prohibited.

**8.1.4.** Each Card is automatically renewed by the Bank after the expiration of its validity. Each new Card is considered to be a continuation of the previous Card and is governed by the same terms. The new Card shall be sent to the Client as per para. 8.1.2. above.

**8.1.5.** If the Client does not wish to renew his Card, he ought to notify the Bank in writing at least thirty (30) days prior to its expiration. In any case, it is explicitly agreed that the non-use of the Card for a period of at least two (2) years, provides the possibility to the Bank to not renew the Card, as per para. 8.1.4. above.

**8.1.6.** The Bank may at any time suspend or interrupt the ability of making transactions using the Card, fully or partly, for reasons pertaining to the Card's security and/or a suspicion of unapproved deceitful and/or illegal use thereof. This might include a suspicion that the Card is used in order to legalize incomes from illegal activities and funding of terrorism. In such a case, the Bank shall inform the Client about the suspension or interruption as well as about the reasons of this action, and shall do so in writing, if a telephone notification is not possible, if possible before the suspension or interruption or right afterwards at the latest, except if this notification contravenes justified security reasons or is prohibited by other provisions of law. In these cases, the Client shall be required to inform the Holder and the Bank shall bear no responsibility before the Client or Holder for any damage or loss he might suffer for these reasons.

**8.1.7.** The Bank shall lift the suspension of the Card's use or if this has been terminated, it shall issue a new one, when the termination reasons cease to exist, under the condition that the Holder is consistent in his commitments to the bank.

**8.1.8.** For reasons of major security of transactions, the Client may in writing select his mode of communication, either by phone or by message on his mobile phone (sms), in

case the Bank deems that there has been an unusual use of his Card, for instance transactions of a sum that exceeds those usually effected through the use of the Card. The cost of the above notification is specified in the Special Banking Operation Terms for Transactors with the Bank. The Bank reserves the right to announce in the future other ways of notification of the Client aiming at his protection.

**8.1.9.** In the case of para. 8.1.8. above, the Client explicitly and unreservedly provides his consent to the Bank to communicate with him at any time in order for the Bank to confirm his data and the effected transaction. In case of a telephone communication, this shall be recorded with a view to protecting the Client.

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

**8.2.1.** After the delivery or dispatch of the Card, the Bank shall provide and either deliver or dispatch to the Client, as per para. 8.1.2., in a special envelope, his Personal Identification Number (PIN), which can be used only in conjunction with the Card to effect transactions mentioned in this article as well as transactions that the Bank reserves the right to communicate to the Client in the future. The Client shall subsequently have to deliver the above special envelope to the Holder.

**8.2.2.** The PIN number is strictly personal and is electronically produced in conditions of complete security and discretion, so as to render its reproduction impossible. The Holder can replace at any time his PIN number with another one he might select in any ATM (Automated Teller Machine) of the Bank, by following the instructions which are displayed on the Bank's ATM screen or at the ATM of any credit institution which provides this service.

**8.2.3.** The Holder acknowledges that the PIN number constitutes his electronic signature, with which he can effect transactions using his Card and that he gives his consent for the corresponding credit of his Deposit Account, to which the Card is connected, and also he assumes the responsibility to memorise it, destroy the relevant document through which the Bank notified him, not note it down in any recognizable form upon the Card or any other means, to cover the ATM or EFT/POS keyboard while using the Card and to ensure that it is not disclosed to any third person. It is explicitly agreed that writing the PIN on any legible form constitutes a grave negligence on behalf of the Holder.

**8.2.4.** In case the PIN is not received within ten (10) days after the receipt of the Card, the Client is required to notify the Bank so as to facilitate the issuing of a new PIN and its re-dispatch. This provision is also implemented accordingly in any case of PIN reissuing (para. 8.3.4.).

## **8.3. Card Loss - PIN Leak**

**8.3.1.** Pursuant to the above (para. 8.2.3. and 8.2.4.), the Holder ought to take precautions for the effective safekeeping of his Card and to check daily that it remains in his possession. Any loss or theft of the Card or suspicion that the PIN has leaked, should be immediately communicated to the Bank in any available way. Telephone notifications are recorded on a magnetic medium, for the sake of the security of both contracting parties.

**8.3.2.** The Client and the Holder bear no responsibility whatsoever for any use of the Card and/or his PIN until the above notification to the Bank about the Card's loss or theft or about the PIN's leak, unless they have acted deceitfully, in which case they shall be held liable even after the said notification. Until notification, the Client and Holder have full and unlimited responsibility for the transactions made by using the lost or stolen Card or the leaked PIN, unless the absence of notification derives from the use of force majeure and for as long as this occurs.

**8.3.3.** The Client and the Holder are required to offer the Bank any possible assistance so as to minimise the adverse consequences of the above loss or theft of the Card or PIN leak.

**8.3.4.** In each case of notification about a loss or theft of the Card and/or PIN leak, the Bank shall suspend the ability to use this Card, for the security of transactions and inasmuch the Client and the Holder are consistent in their commitments to the Bank. The Bank shall issue and deliver a new Card, which shall be the continuation of the lost one and which shall be governed by this agreement, and/or a new PIN, unless the Client asks in writing that no new Card is issued. For the above issuing and delivery of the new Card and/or PIN, the Client shall be charged with the applicable Special Banking Operation Terms for Transactors with the Bank.

#### **8.4. Transactions using the Card**

**8.4.1. Conditions:** Conditions for the Card's use are:

- a) its connection with at least one Deposit Account ("Basic Account"), that the Client shall maintain in the Bank and whose number is explicitly stated in the application for a card issuing
- b) the existence of a sufficient available balance in the Basic Account and
- c) not exceeding the daily transactions limit set by the Bank and notified to the Client either in letter or in accordance with Article 5 hereby or in any other available way.

The Client is at any time entitled to ask the Bank, through a document, to change the Daily Transaction limit of his Card, in which case the Bank shall decide at its discretion. The provisions of para. 10.3. are implemented accordingly. In case there are more Deposit Accounts connected to the Card, the Client shall be required to designate in writing which is the Basic Account.

#### **8.4.2. ATM Transactions**

**8.4.2.1.** The Card can be used in conjunction with the PIN to effect banking transactions on the Basic Deposit Account in the Bank network's ATMs as in ATMs of other banks bearing the Card's logos, in accordance with the options and relevant instructions displayed on the ATM screens.

**8.4.2.2.** A cash withdrawal using the Card can only be effected for integer multiples of euros and only for sums that the Holder can select among the options displayed on the screen. A cash withdrawal from an ATM of the Bank's network shall not be charged with extra fees whereas the cash withdrawal from ATMs of other banks shall be charged with the applicable cost of the interbank transaction, in accordance with the applicable Special Banking Operation Terms for Transactors with the Bank.

**8.4.2.3.** A cash deposit can only be made at the ATMs of the Bank's network in any of the Client's Deposit Accounts, yet solely in banknotes, whether inside an envelope or without one, according to the instructions appearing on the screen.

**8.4.2.4.** The money deposited is counted either automatically or by authorized Bank employees and is credited into the Deposit Account chosen by the Holder. In case the sum that the Holder dialed in the ATM is the same as the counted one, the above Deposit Account shall be credited with the said sum, as per para. 8.4.2.5. right below. If there is a discrepancy, the sum credited shall be the one which was counted and the Client shall be immediately notified, either by phone or if not possible, by letter.

**8.4.2.5.** In case the deposit, as per the previous paragraphs, takes place on a Business Day and within the time limit (cut off time, para. 2.5.), the deposit sum shall be credited to the Deposit Account on the following Business Day. If the deposit day is not a Business

Day or if the deposit is made outside the cut off time limit of para. 2.5., the Deposit Account shall be credited on the second Business Day after the deposit.

**8.4.2.6.** Apart from cash deposits and withdrawals, the Card may also be used in conjunction with the PIN to effect other types of transactions in the Deposit Accounts through the Bank's or other banks' ATMs, according to the options and relevant instructions appearing on the ATM screens.

**8.4.2.7.** For reasons of protection and security of the contracting parties and transactions, the Holder shall give his consent to the videorecording of his transactions in ATMs of the Bank or other banks.

**8.4.2.8.** The Card ATM transaction data are recorded and stored in the computer memory of the Bank, to which the ATM belongs, and are illustrated on the receipt the ATM issues, following a relevant option of the Holder. The said receipt constitutes full evidence of the transaction, permitting counter-evidence. The Holder shall be obliged to keep the aforementioned receipts for cross-checking with the corresponding debits, which appear in the Deposit Account statement copies, in accordance with article 5 above.

### **8.4.3. Transactions with businesses**

**8.4.3.1.** The Holder may use the Card to repay the price of his legal transactions with domestic and foreign businesses, which have posted the Card's logos on their shop windows (hereinafter referred to as "Businesses") and have the necessary electronic equipment (EFT/POS) for the approval of the Card, under the conditions of article 8.4.1. above. The Holder shall be required to prove his identity in any legitimate way, if requested.

**8.4.3.2.** Each transaction is completed with the Holder dialling his PIN on the aforementioned devices either with Holder signing the debit notes or the documents or receipts which are equated to them and which are issued by the EFT/POS electronic devices. Through the above dialling or signature, the Holder orders and authorises the Bank to debit his Deposit Account with the transaction sum and correspondingly repay the Business. The aforementioned debit is irrevocable because it involves the interest of the Client, the Bank and the Business. The Holder shall be obliged to keep the copies of the said transaction receipts, in order to cross-check them with the respective debits on the Basic Account.

**8.4.3.3.** The Card's acceptance from the Business, according to the present agreement, entails the repayment of the price of the transaction, which the Holder effected in the said Business, without necessarily the Business contractually connecting with the Bank and certainly not exclusively. Therefore, the Bank shall bear no responsibility whatsoever before the Holder and/or the Client for any default of the Business's commitment to them, neither for any relevant contractual or extracontractual damage of the Client and/or Holder, unless otherwise prescribed by the law.

**8.4.3.4.** If the Business issues for the Client a credit note for any reason, the Bank shall credit the Client's Basic Account, only if it receives the credit note.

**8.4.3.5.** The Bank shall notify the Client, either directly through his Deposit Accounts statement copies as per article 5 and with letters, or indirectly, via third parties, about any additional features or offers or favourable terms of the Card's use, except if the Client requests in writing to be exempted from that information.

**8.4.3.6.** The Bank may offer the Client the opportunity to provide standing or not standing orders for the repayment of either individual or periodical obligations, unless the Client requests in writing to be exempted from that information.

**8.4.3.7.** Insofar as no specific validity duration has been determined, card use offers can be cancelled or modified at any time by the Bank, in accordance with the actual market

conditions and competition, through relevant updating of the Client either through accounts of article 5 above or through any other available means.

#### **8.4.4. Exchange Transactions**

**8.4.4.1.** The Card has an international validity and may also be used for transactions abroad, in accordance with any decisions of the competent authorities and the actual announcements of the Bank. In the event of an exchange transaction, its value is converted into euros in accordance with what is specially prescribed by the Special Banking Operation Terms for Transactors with the Bank, as applicable.

**8.4.4.2.** Taking into consideration the fact that exchange rates are constantly changing, the time difference between the Client's update (as per the previous paragraph) and the accomplishment of the exchange transaction may lead to a different debit amount.

**8.4.4.3.** For the Client's information, the Deposit Account statement copies of article 5 mention the price of the transactions and the currency in which they were effected.

#### **8.5. Annual Subscription - Charges**

**8.5.1.** The Client shall be required to pay an annual subscription to the Bank. The said subscription is due to the issuing of the Card and the renewal thereof with others, irrespective of whether this is used or not. The current amount of the annual subscription is posted in the Special Banking Operation Terms for Transactors with the Bank. The Client shall also be charged with the expenses and extra charges, which are analytically cited in the Special Banking Operation Terms for Transactors with the Bank.

**8.5.2.** The Bank reserves the right, taking into consideration the market and competition conditions, to complement or amend the above charges for a significant reason, such as the inflation change by 50% in relation to the previous year and/or the labour cost change by 50% as well as the readjustment of the charges of the international organisation that has issued the Card. The actual new charges shall be communicated to the Client and shall be valid in accordance with what article 6 hereby prescribes. The Client shall have the right not to accept the changes in accordance with the terms of article 7 above.

#### **8.6. Termination of Contract - Card Cancellation**

**8.6.1.** It is explicitly agreed upon that in the event of breach of the terms hereby, all of which are deemed substantial, the Bank shall have the right to terminate and cancel the Card by simultaneously notifying the Client of its decision. Closing the Deposit Accounts of para. 8.4.1. above, entails the ipso jure dissolution of this contract and cancellation of the Card.

**8.6.2.** The Client is entitled to terminate at any time the debit Card contract, with a relevant written document to the Bank, requesting the cancellation of the Card. In this case, the Client and/or Holder is required to immediately deliver the Card, diagonally cut, to any Bank Branch. Up until the said delivery, they are fully responsible for any transactions using the Card.

### **9. Cheques**

**9.1.1.** Upon the Client's request and for specific types of Deposit Accounts set by the Bank, the latter reserves the right to provide the ability of disposing capitals of his Deposit Account by means of cheques. The Bank shall not have the obligation to justify its decision for the provision or not of the said right, whereas during the examination of this matter, it shall take into special consideration the Client's transactional behaviour, his creditworthiness and his solvency. The Bank shall also have the right to revoke its decision to grant a chequebook at any time, in which case the Client shall have to return it to the Bank.

**9.1.2.** In any case of closing a Deposit Account, from which cheques can be drawn, the Client does not have the right to issue cheques from his Deposit Account and he is obliged to immediately return to the Bank all the unused pages of the cheques that he might possess.

**9.2.** The Client is obliged to use the cheque documents provided to him by the bank, unless there is a contrary explicit agreement. In case of presentment of cheques which do not have the agreed type, the Bank shall not be obliged to pay them, neither shall it be held accountable for their non-payment.

**9.3.** The Bank shall have to pay the cheques that are presented to the last formally legalised bearer, insofar as the applicable legal conditions are met. In case more than one payable cheques are presented on the same day and the existing available capitals are not sufficient to repay all, then the Bank shall have the right to pay, at its discretion, any of them, irrespective of their issuing date.

**9.4.** The Client's Deposit Account debiting with the cheque amount shall be made with the Value Date on which the cheque amount was given to the bearer-beneficiary.

**9.5.** In case a Client's legitimate cheque is presented but cannot be paid due to the fact that there is not a sufficient balance in his Deposit Account, from which this cheque is drawn (overdraft), the Bank shall proceed to noting this shortcoming on the body of the cheque (stamping) and shall report the stamping to TEIRESIAS S.A. (2 Alamanas Str., 15125 Maroussi or 10 Massalias Str. & Solonos Str., 10680), in accordance with the applicable regulatory framework. In this case, it shall also have the right to request the return of the chequebook.

**9.6.** The Client shall incur the fees for the processing of the bounced cheques he has issued as per the previous paragraph. This processing indicatively includes the scrutiny of the Client's Deposit Account for any available capitals, its update in order to cover the cheques, their stamping and reporting to TEIRESIAS S.A., as these fees are cited in the applicable Special Banking Operation Terms for Transactors with the Bank.

**9.7.** In case the Bank for any reason pays a Client's cheque, despite the fact that the Deposit Account, from which the said cheque is drawn, does not have a sufficient balance, the Client is obliged to immediately pay this amount to the Bank on interest, from the date that the cheque should be paid to the bearer-beneficiary, plus the relevant expenses which the Bank incurred.

**9.8.** In case the Client wishes for any reason not to pay an issued cheque, he shall be obliged to revoke it in writing to the Branch where he keeps his Deposit Account. In any case, the revocation of the cheque from the Client, within its legal presentment deadline, does not oblige the Bank to not pay the cheque and the payment or non-payment or its stamping remains at its discretion, insofar as the pertinent conditions are met.

**9.9.** The Bank shall bear no responsibility whatsoever in case of paying or stamping a cheque, which is subject to tampering or forgery of any data, insofar as it has proceeded to a cross-check of the issuer's signature on the body of the cheque with the signature specimen kept in the Bank and insofar as no major and conspicuous divergence was ascertained, to the average citizen's objective judgement.

**9.10.** In case of an implementation of the interbank electronic data exchange system to clear cheques (for example, the Interbank Electronic Cheque Clearing System - "IECCS"), due to the Bank's inability to check the authenticity of the issuer's signature, the Client shall declare that he takes the risk of his signature's authenticity or in the case of a legal entity, the risk of his legal representatives' signature and relieves the Bank from any responsibility

for any damage he might sustain due to the tampering or falsity of the cheque's data, and explicitly acknowledges that the cheque's cashing from the Bank shall be valid, forceful and binding to him, explicitly waiving any relevant claim against the Bank.

**9.11.** The Client acknowledges and accepts the contingency of not stamping the cheques, which are drawn from accounts maintained in other banks and which, due to the time of their presentment to the Bank, shall not be possible to be stamped within the legal deadline because of the IECCS (or a similar system's) operation rules or because of the required time to transfer the cheque page in the traditional way of clearing. Furthermore, the Client acknowledges that he relieves the Bank of any pertinent responsibility.

**9.12.** The Client shall be obliged to safekeep the cheque bodies, to avert their possession from non-beneficiaries and notify in writing the bank without any liable delay, about any theft or loss of the chequebook or a chequebook page. Until the said notification from the Client, the Bank shall not be held accountable for any payment or stamping of the said cheques.

**9.13.** It is expressly noted that in case of stamping bounced cheques that are drawn from the Deposit Accounts of the Client, the Bank is entitled to close the said Deposit Account of the Client, ten (10) days after the Client is notified with a registered letter to his address (para. 3.3. hereby, applying the provisions of term 7.5. above. The above letter shall mention the way of delivering any available balance of the Deposit Account to the Client but also the debit interest the Client may have to pay, potentially resulting from the Account's movement. Any cheques that are presented after the closing of the Deposit Account, shall be stamped with the indication "Closed or non-existent account" and shall be reported to TEIRESIAS S.A. as per para. 9.5. above.

## **10. PAYMENT ORDERS**

### **10.1. Implementation Range**

**10.1.1.** The provision of this Chapter are implemented on Deposit Accounts that are kept in the Bank in euros and in the currencies of the EU member-states, out of the Eurozone, unless otherwise hereby specified.

**10.1.2.** The implementation of the provision of this Chapter requires on the one hand that the Payment Services are provided within the European Union and on the other hand that the payer's bank as well as the beneficiary's bank or the only mediating bank are located within the European Union, except the provisions of paras. 10.6.3. and 10.14.13., for whose validity the above conditions are not required.

**10.1.3.** In any other case where the provisions of the present chapter as per paras. 10.1.1. and 10.1.2. above are not implemented, the terms governing the provision and execution of Payment Orders, shall be a topic for a special agreement with the Client.

### **10.2. Provision and Execution of Payment Orders**

**10.2.1.** The Client shall have the right to give written orders to the Bank to effect payments and/or capital transfers (Credit Transfers or Remittances) debiting his Deposit Account. The accomplishment of the payments and/or capital transfers with a corresponding debiting of the Client's Deposit Account, may also be activated by their beneficiary or the beneficiary's bank, upon relevant authorization of the Client to them, either by the Bank, upon relevant order from the Client (Direct Charges - para. 2.1. above).

**10.2.2.** The Client's consent to the execution of a Payment Order is concluded to have been given to the Bank through the orders and/or authorizations of para. 10.2.1. above, in the way they were transferred to the Bank by the Client or the beneficiary or the

beneficiary's bank. Any revocation of the consent shall be effected only under the terms and conditions of Article 10.10. below.

**10.3. Transaction Limit:** The Bank may designate a set daily transaction amount limit for a specific payment transaction or for the specific means through which the payment is effected (e.g. Card, via E-Banking Services etc.), which is communicated to the Client either by letter or through his periodical update as per Article 5 above or through any other available means. The daily transactions limit is set for the Client's and transaction's protection and the Bank shall have the right to change or zero it for safety reasons and/or due to the Client's unconventional behaviour. In this case, the Bank shall notify the Client about the issue, if possible before the above action or at the latest right afterwards, unless this notification contravenes objectively justified safety reasons or is prohibited by other legal provisions. In such cases, the Bank shall bear no responsibility whatsoever against the Client for any damage or loss he might sustain due to these.

**10.4. Conditions for the execution of Payment Orders:**

**10.4.1.** The execution of a Payment Order presupposes cumulatively all the following conditions:

- a) A sufficient balance in the Deposit Account to be debited, which is sufficient to debit the total amount of the Payment Order as well as any charges issued by the Bank for the execution of the said Order, as they are cited in the applicable Special Banking Operation Terms for Transactors with the Bank.
- b) The daily transactions limit should not be exceeded, as per para. 10.3. above.
- c) The Client must determine the Exclusive Identification Means of the Payment Order Beneficiary's account and in specific, the account's IBAN and/or BIC. In case the beneficiary does not keep a payment account in any bank, then in order for the order to be executed, the Client shall be obliged to determine the beneficiary's identification data (indicatively ID card number, Social Security Number, Tax Registration Number etc).

**10.4.2.** If the conditions of para. 10.4.1. are not met, as in the case of an insufficient available balance in the debitible Deposit Account, the Bank shall not be obliged to execute the Payment Order and shall not be held accountable for any damage the Client may sustain due to the non-execution, even if the Client maintains sufficient available capitals in another Deposit Account in the Bank, unless he receives a written order pertaining to that. Furthermore, it is explicitly agreed that the Client bears exclusively the responsibility for the accuracy of the data he provides to the Bank regarding the beneficiary's identification.

**10.5. Order receipt time and Value Date:**

**10.5.1.** The Order receipt time, which was delivered either by the Client or the beneficiary or the beneficiary's bank, as per para. 10.2.1. above, shall be considered the time when the Bank receives the Payment Order.

**10.5.2.** On condition there is a relevant agreement between the Bank and the Client, according to which the execution of the order shall be effected on a specific day or at the end of a specific period or on the day the Client offers to the disposal of the Bank the required amount of money, the Order receipt time shall be the time agreed upon.

**10.5.3.** If the Order receipt time, as per 10.5.1. and 10.5.2. above, does not coincide with a Business Day or if it is received by the Bank after the valid order receipt time of the Bank's operations (cut off time - para. 2.5. above), the Payment Order shall be considered to have been received on the next Business Day.

**10.6.1.** Without prejudice to 10.6.2. below, the Bank shall be obliged to transfer the full amount of the Act of Payment, without deducting any charges, crediting the beneficiary's payment account at the latest by the end of the next Business Day from its receipt, as per the previous articles. This deadline shall be extended by one additional day for Acts of Payment which are effected in a written form.

**10.6.2.** If the Act of Payment is effected in the currency of an EU member state, outside the Eurozone or if the Act of Payment must be executed by the Bank in a currency other than the currency of the Client's Deposit Account, then, as per para. 10.6.1. above, the beneficiary's account's crediting shall take place at the latest by the end of the fourth Business Day from its receipt as per paras. 10.5.1., 10.5.2. and 10.5.3.

**10.6.3.** As Value Date of the amount of the Payment Order is regarded the day on which this amount was debited to the Client's Deposit Account.

**10.7.** If the Payment Order must be executed in a currency other than the currency of the Client's Deposit Account (para. 10.6.2. above), the conversion shall be effected using the relevant exchange rate, mentioned in the daily exchange prices bulletin for the order execution day, which is posted in Branches and on the Bank's website.

**10.8.** The Bank shall not be obliged to check the legitimacy of the Payment Order and/or the underlying cause, for which the Client shall be exclusively responsible.

**10.9.1.** The Bank shall have the right not to execute an Order which is obviously illegitimate or it is aware of its illegitimate character. Any responsibility on behalf of the Bank for the non-execution shall be excluded.

**10.9.2.** The Bank also has the right to refuse to execute a Payment Order if the beneficiary's identification is impossible or doubtful.

**10.9.3.** In the cases of paras. 10.9.1. and 10.9.2. above, the Bank shall notify the Client either in writing or by telephone about its refusal and the reasons thereof as well as about the process of correcting any mistakes that led to that refusal, by the end of the Business Day which follows the day the Order should have been executed, unless such a notification is prohibited by law. The charge for the relevant notification is mentioned in the applicable Special Banking Operation Terms for Transactors with the Bank.

**10.10. Revoking the Payment Order from the Client:**

**10.10.1.** According to the present article, in case the Client is entitled to revoke a Payment Order, the revocation shall have to take place in the exact same way and the exact same place where the revoked Order was delivered to the Bank.

**10.10.2.** The Client cannot revoke a credit transfer order after the time it was received by the Bank, as per para. 10.5.1. of the present article. By exception, in case of para. 10.5.2., the Client may revoke the Payment Order at the latest by the end of the Business Day which precedes the agreed date, as per this paragraph.

**10.10.3.** The Client cannot revoke a Direct Debit Order, if the Order has been transferred to the beneficiary or if the Client has given the beneficiary his consent to execute the said Payment Order. In any other case, the Client shall have the right to revoke the Payment Order at the latest by the end of the Business Day which precedes the date that has been agreed about the debit of the amounts of money to his Deposit Account.

**10.10.4.** The order is revoked ipso jure in case the Client - Natural Person dies or the Client - Legal Entity is dissolved, as in any other case prescribed by law.

**10.10.5.** Revoking the Payment Order after time limits mentioned in paras. 10.10.2. and 10.10.3. herein can only be made upon agreement between the Bank and the Client whereas in the event of para. 10.10.2. the beneficiary is also required to agree. In those

cases, the Bank shall have the right to impose charges, set by the applicable Special Banking Operation Terms for Transactors with the Bank.

**10.11. Refund right:**

The Client shall have a right to a refund only in the case of para. 10.12.2. below and in no other case shall he qualify to a refund for executed Acts of Payment which were activated by himself or the beneficiary.

**10.12. Bank liability**

**10.12.1.** The Bank is liable for the correct and consistent with the Client's instructions execution of the Payment Order either whether the said Payment Order is activated by the beneficiary or through him (Direct Debit), according to any instructions these persons may give.

**10.12.2.** Without prejudice to the following paras. 10.12.3., 10.12.4. and 10.12.6., in case the Bank is liable for the non-execution or defective execution of an Act of Payment, including the cases of Acts that were executed without the Client's consent, it is obliged to return to the Client the sums which were paid, and if necessary, restore the debited Deposit Account to its former state.

**10.12.3.** The Bank shall not be held liable when the non-execution or defective execution is due to the beneficiary's mistake or his bank's mistake, during processing the Act of Payment. Furthermore, the Bank shall not be held liable in case it justifiably refuses to execute the Payment, as per paras. 10.9.1 and 10.9.2. above, as well as in case of non-execution of an Order, which has been legally revoked by the Client, as per paras. 10.10. above.

**10.12.4.** The Bank shall not be held liable, if the Exclusive identification means of the Payment Order's beneficiary provided by the Client (10.4.2. above) was incorrect. In any case, the Bank shall make a reasonable endeavour to regain the sums of money which may have been paid during the execution of the said Payment Order. The Bank shall have the right to impose charges for the regaining of the said sums of money, as these charges appear in the Special Banking Operation Terms for Transactors with the Bank as applicable.

**10.12.5.** Irrespective of the responsibility borne for the non-execution or defective execution of an order, as per the previous paragraphs, the Bank, upon request, shall do its best to immediately locate the effected transaction and notify in time the Client about the result of its research.

**10.12.6.** The Client shall have the responsibility to notify the Bank, as soon as possible and without delay, about any instance he detects a wrongly executed payment transaction or a payment transaction execution, for which he had not given his consent (article 10.2.1. and 10.2.2. above), at the latest until the last day of the next month following the Deposit Account movement statement copy, where appears the contested charge from the date his Deposit Account was debited. In this case, the Client shall have to prove his allegations in any available way, excluding oath. If the Bank has recorded in its books that the Client has used a means of payment (e.g. a card) to effect an Act of Payment, this constitutes proof that the Client has approved the Act of Payment, permitting counter-evidence.

**10.13. Bank Fee:** The Client assumes the responsibility to pay the Bank its fee for the acceptance of the Payment Orders it is given, as per this article, for the accomplishment of the relevant checks as hereby prescribed in the Special Banking Operation Terms for Transactors with the Bank, as well as for any expenses or third party expenses, incurred by the Bank to effect the Orders.

#### **10.14. Payment Order by debiting the Client's Deposit Account:**

**10.14.1.** The Client is entitled to receive cash deposits, remittances or other capital transfers, by debiting his Deposit Account. Furthermore, the Client is entitled to order the Bank to activate his Acts of Payment for any of his debtors (hereinafter referred to as Payer), as long as the latter has given his relevant consent. The Order is activated according to the Client's instructions and within the agreed deadline. In this case, the Bank shall only be liable for the correct transfer of the Order to the Payer's bank.

**10.14.2.** The Bank shall be obliged to credit the Client's Deposit Account with the sum of the Act of Payment, after deducting from it any imposed charges, within the Business Day on which this amount was made available from the Payer or his bank. If the Act of Payment is received by the Bank on a day other than a Business Day or if it is received by the Bank after the valid time limit of the Bank's operations (cut off time - para. 2.5. above), the Payment Order shall be regarded as having been received on the following Business Day. The Client shall be analytically informed about the total sum of the payment as well as about the fees he must incur, through his Deposit Account statement copies as per article 5 above.

**10.14.3.** The Value Date of the credit sum shall be the day on which this sum is credited to the Client's Deposit Account. In case this is not a Business Day, the Value Date shall be the next Business Day.

**10.14.4.** If the Bank does not execute a Payment Order or if it does it incompletely, violating para. 10.14.1. above, it shall be obliged to retransfer the Payment Order in question to the Payer's bank, applying accordingly the provisions of paras. 10.12.5. and 10.12.6.

### **11. Electronic Services (E-Banking)**

#### **11.1. Provided Services.**

**11.1.1.** The transactions and/or services supported by the E-Banking Services (e.g. capital transfers, payments, balance inquiries, access to the electronic account copies) are notified to the Client through the Bank's notifications on its website, which includes an extensive description of the transactions and/or services and features offered.

**11.1.2.** The access to and the use of the Bank's E-Banking Services is effected either through the Client's Personal Computer, which should be connected to the Internet, either through his mobile phone, after activating the special codes provided by the Bank to the Client, as per term 11.2.4. below.

**11.1.3.** The Bank reserves the right to add and/or discontinue features and services provided by the E-Banking Services, communicating this update through its website. Any special terms of additional services are also posted on the Bank's website and the use of these services by the Client entails his partial acceptance of the relevant terms. Furthermore, the Bank shall have the right to determine the kind of transactions, their amount, the times and days when the Client is granted the capacity to effect transactions through its E-Banking Services, by updating the Client about this through its website.

#### **11.2. Registration and Access**

**11.2.1.** The Client's registration to the E-Banking Services is made with an application made to the Bank Branches. During filling in the registration application, the Client must provide the Bank with all personal data required for his identification (brand name, address, legalising documents, telephone, e-mail) as well as the data of his Deposit Account(s) he wishes to connect with those. The provision of para. 3.4. is applied accordingly. In case the Client is a legal entity, he may designate one or more natural persons (hereinafter referred

to as "Users") who shall have access to the E-Banking Services on his behalf, stating at the same time the specific features he wishes to provide to each User. The Client may at any time cancel the access possibility of a specific User, upon notification to the Bank in writing.

**11.2.2.** The Bank checks the information provided by the User as per the previous para. 11.2.1. The information should be real, accurate and complete. In any other case, or in the case the above information cannot be confirmed, the Bank reserves the right to reject the E-Banking Services registration application.

**11.2.3.** In case the Client's registration application is approved, the Client himself shall receive the two codes (client code or User ID and Client secret code - Access Codes) from the Bank Branch with which he collaborates. The Access Codes shall allow him to access and use the services which are offered by the E-Banking Services.

The combined used of the Client's Access Codes determine his identity, personalize him and bear the same results that his signature with his own hand would bear.

**11.2.4.** The Client's Access Codes as well as the TAN List, mentioned below in 11.3.1. are activated upon telephone communication and pertinent request at the HelpDesk department of the Bank. This phone number is available at the Branches or the Bank's website.

### **11.3. Execution of Acts of Payment**

**11.3.1.** Specifically, for the execution of Acts of Payment and for the addition or modification of the Client's Deposit Account data, it is required from him to additionally identify himself by inserting an additional security code, as applicable. In particular, this code shall be for one use only. The Client is either given by the Bank a document (hereinafter referred to as "Tan List") which includes a list of codes, each of which can be used for only one transaction, or he can apply to the Bank Branch with which he cooperates to receive in person an additional security code device, which produces a separate code for each transaction the Client wishes to effect. The Bank reserves the right to apply any appropriate process of additional identification, by relevantly informing the Client through its website.

**11.3.2.** In order to confirm the execution of the payment effected through the use of a single-use code from the TAN list, the Client must check that the transaction confirmation code ("Tan Check") included in the TAN list corresponds to the respective single-use code that was used during the transaction.

### **11.4. Bank Liability**

**11.4.1.** The Bank declares that it shall take any reasonable (in transactional practices) measure for the proper operation of the E-Banking Services, in order to protect its software from viruses and to provide the Client with a safe environment for the transmission of information through the internet. According to the above, the Bank shall not be held liable for any infection of the Client's systems with viruses or for the access of third parties to the transmitted information, unless it is charged with a misdemeanour.

**11.4.2.** The Bank is obliged through its E-Banking Services software to set at the Client's disposal the appropriate and effective means for him to signal and correct errors before he transfers the order to it.

**11.4.3.** In any case, the Bank's liability is restricted only in the restoration of the positive damage suffered by the Client and it cannot exceed the price of the transaction that was potentially not executed or was incompletely executed.

### **11.5. Client Liability**

**11.5.1.** The Client acknowledges that the Access Codes and/or the secret code generated by the additional security code device or by the TAN List, determine his identity, personalise him and bear the same results as those borne by his signature with his own hand, so that each transaction is proven to have been effected by the Client to which the Access Codes and the security number code used belong, permitting counter-evidence.

**11.5.2.** As a consequence of what is mentioned in para. 11.5.1. above, the Client is obliged to keep his Access codes confidential, to periodically change his secret code as well as after the first use for greater security, not to notify it to anyone else nor allow any third person to have access to it. Specifically, the Client shall be obliged to memorise his Access Codes and destroy the notification document (para. 11.2.3. above) and diligently keep the additional security code device (para. 11.3. above). In any case that the Client realizes that his Access Codes have been discovered or leaked to others or that the additional security code device has been stolen, he is obliged to ask the Bank to cancel his Access Codes and the above device and to proceed to the issuing of new ones. For the Client's liability from any transactions effected with the use of the Access Codes or the codes included in the TAN List or the additional security codes device, the provision of para. 8.3.2. above is applied accordingly.

**11.5.3.** The Client shall be required to check the accuracy and fullness of the orders and information he offers to the Bank, bear the cost of equipment and his connection to the internet and have the appropriate programs so as to have access to the E-Banking Services. He is also responsible for any damage suffered by the Bank due to the wrong use of the E-Banking Services from him or a malfunction of his personal equipment and software.

**11.5.4.** The Client shall have to be constantly updated about the information and security recommendations provided by the Bank's website, to diligently observe them and in parallel accept that his defective implementation and observation of the recommended security instructions may lead to a confidentiality breach of the information that regard him as well as to the accomplishment of transactions from third, unauthorised people.

**11.5.5.** The Client acknowledges that in view of the current technological abilities, internet use in transactions might, by nature, pose risks, such as the alteration or interception of the content or data transferred through the internet. He also declares that he accepts and takes this risk, as an inherent element of these transactions.

**11.5.6.** The Client acknowledges that he hereby is not granted the right of ownership for the software or any other program, information or support relating to the Bank's E-Banking Services Operation, but for the limited right of non-exclusive and unassigned license of use. Any copying, imitation or tampering of the Bank's software from the Client or third persons, shall constitute a penal offence.

**11.5.7.** The Client accepts that registrations appearing in the Bank's E-Banking Services are full evidence for all orders and instructions sent, delivered and/or acknowledged by the Client, as well of their content, permitting counter-evidence.

**11.5.8.** The Client-Legal Entity is responsible against the Bank for any illegal or unconventional use of the E-Banking Services and/or for any act or omission of the Users.

## **11.6. Suspension, operation termination and deletion from the E-Banking Services**

**11.6.1.** The Bank reserves the right to suspend at any time the access to the E-Banking Services for reasons like secure use, maintenance, suspicion of unapproved or malevolent use and finally in case the Bank ascertains the Client's insolvency or a fall in the Client's creditworthiness. The Bank also reserves this right in case the Client violates this

agreement. The Bank shall notify the Client about the said suspension with any available means either before or if this is not possible, after the suspension, unless this update is prohibited by law or contravenes some objectively justified security reasons. The Bank shall lift the suspension in case the above relevant reasons cease to exist.

**11.6.2.** The Bank has the right at any time to stop providing the E-Banking Services for reasons pertaining to its organisation, by updating the Client in writing or by any available means. Similarly, the Client is entitled to request at any time in writing from the Bank to delete his Deposit Accounts from the E-Banking Services. In any case, however, the Client's responsibility for any transaction he effected remains intact until his pertinent statement is delivered to the Bank.

### **11.7. Electronic Account Statements**

**11.7.1.** The Bank provides the Client the chance to gain access to his Deposit Account Statements on a monthly basis or cumulatively on a quarterly basis, with electronic means and in specific with the service of Electronic Account Statements, provided through the Bank's E-Banking Services.

**11.7.2.** In case the Client selects the feature of para. 11.7.1, he thereby abolishes the postal dispatch of Accounts as per article 5 hereby. Thenceforward, the Client shall be exclusively updated through the Electronic Account Statements.

**11.7.3.** The Client who has activated (through the Bank's website or upon request to the Branch) the Electronic Account Statements service and has selected to be updated through them, receiving on a monthly basis an informative e-mail at his e-mail address stated to the Bank (para. 11.2.1. above), which informs him about the issuing of movement extract or copy of his Deposit Account. The Client's access to the Electronic Account Statements of his Accounts is made in accordance with the Bank's current guidelines. In order to read, save or print the Deposit Account copy, the Client must have the appropriate software.

**11.7.4.** Knowing that his Account is posted on the Bank's website, to which he has access with his Personal Codes, on the same day each month, if within thirty-five (35) days from the receipt of the previous update message of para. 11.7.3. above the Client does not receive a message, he is obliged to notify the Bank with any available means and in parallel log on the Bank's website and introduce his Access Codes whereby he can gain access to his posted monthly Deposit Account statement copy. In case there is no such document posted, the Client should make this known to the Bank and when the Deposit Account statement copy becomes available, he shall be informed as per para. 11.7.3. above.

**11.7.5.** The Client acknowledges and unreservedly accepts that the Deposit Account electronic statement copies to which he hereby has access, have the same probative force and operation as his Accounts sent to him by post and consequently the Bank fulfills in this way its obligation to update, in accordance with article 5 hereby.

**11.8.** The magnetic recordings saved in the Bank's systems constitute full evidence for all messages that have been sent, delivered and/or read by the Client, as well as for their content, permitting counter-evidence.

**11.9.** The Client grants by means of this document irrevocable authorization to the Bank to use the e-mail address he has declared (para.11.1) so as for the Bank to update him on issues that regard his general co-operation with the Bank.

## **FINAL PROVISIONS**

### **12. General Terms - Supervision - Conflict Resolution - HDIGF**

**12.1.** It is expressly agreed that not exercising or exercising with a delay any legitimate or contractual/conventional right from the Bank does not mean it waives the said right.

**12.2.** The invalidity or voidability of any of the terms hereby does not affect the validity or authority of the rest of the terms of the contract.

**12.3.** Neither of the contracting parties is liable for omission to fulfill its contractual commitments, if the said omission is due to force majeure. In any case, the contracting party which invokes force majeure, is obliged to report this in writing to his contracting party within five (5) Business Days from the date it happened, otherwise he shall be deprived of the right to invoke such an event's existence. If the force majeure event lasts for more than 60 days, each contracting party is entitled to repudiate the present agreement without loss for the parties in accordance with what article 7 above prescribes.

**12.4.** The Client has at any time, upon relevant request, to receive a copy of the present framework agreement.

**12.5.** The present agreement is governed by the Greek legislation and in specific by Statutory Provision 17-7/13.8.1923 "regarding special provisions for Societes Anonymes".

**12.6.** The Contracting Parties ought to pursue the amicable settlement of any conflict arising from the present agreement.

**12.7.** The competent body to resolve any conflict stemming from the implementation or interpretation of the present document shall be designated by the Courts of the capital of the Prefecture where the Clients maintains his headquarters or the Courts of the capital of the Prefecture where the agreement was drafted.

**12.8.** The Bank is under the supervision of the Bank of Greece (21 El. Venizelou Str., 10250, Athens - e-mail: [www.bankofgreece.gr](http://www.bankofgreece.gr)) and the Ministry of Finance, Competitiveness and Shipping.

**12.9.** Bank deposits, in any currency, are covered by the deposit guarantee system of HDIGF (Hellenic Deposit and Investment Guarantee Fund), which has an insurance character and its purpose is to indemnify the Bank's depositors, in case the Bank is unable to pay the due deposits, in accordance with the provisions of L. 3746/2009, as applicable.

### **13. PROCESSING OF PERSONAL DATA**

**13.1.** The Bank hereby informs the Client - Natural Person that it keeps in an electronic or non-electronic file and processes the personal data, which were declared within the framework of the present agreement and those that will arise from the present agreement's operation.

**13.2.** The recipients of these data may be:

- a) the Bank, and if there are applicable legal conditions, its subsidiaries and companies connected to it either in Greece or/and in EU member states or third parties who, upon instruction and on behalf of the Bank, process data in order to support the operation of every contractual relationship between the Client and the Bank,

- b) third parties, who at the Bank's behest, conduct market research in order to publicise it and promote and sell products and services available from it or any other connected company, notwithstanding para. 13.4. ,
- c) the interbank database of economic behaviour for the credit protection and sanitization of transactions ("TEIRESIAS S.A."), about data regarding the Clients' economic and transactional behaviour.

**13.3.** The Client - Natural Person has the right to:

- a) be aware whether his personal data constitute or have constituted an object of processing (access right, article 12, L. 2472/1997) and
- b) to raise any objections about the processing of his personal data (objection right, article 13, L. 2472/1997).

**13.4.** Unless the Client ticks the No option, as it appears below, he consents to the data concerning him being notified and used and hereby made available to third parties, acting under instructions and on behalf of the Bank, who may inform him about services and products offered by the Bank, even after the termination or dissolution of the Contract for any reason whatsoever.

I DO NOT CONSENT

**13.5.** Especially for the Acts of Payment and Payment orders effected through the SWIFT service (Society of Worldwide Interbank Financial Telecommunication), located in Belgium (website: [www.swift.com](http://www.swift.com)), the Client - Natural Person is informed that the data regarding any transaction are forwarded to SWIFT, which then forwards them for security reasons to a backup archive kept in the USA. Similar data from the banks of all EU member states are recorded in this archive. US authorities as well as the Ministry of Finance, have access to this archive in order to fight against terrorism and legalization of proceeds from illegal activities.