

ADDITIONAL TERMS FOR CREDIT TRANSFERS / REMITTANCES

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The definitions of the present document have, unless otherwise specified below, the meaning attributed to them in the General Banking Transactions Terms (“**General Terms**”) of Optima bank S.A. (“**Bank**”), which is a Société Anonyme with General Commercial Registry No. 003664201000, which has been established and operates in accordance with the Greek Law, is based in Maroussi, at 32 Aigialeias and Paradeisou Street, while it has received a banking license with number 52/2/17.12.1999 and is supervised by the Bank of Greece. This document supplements the General Terms and constitutes an integral part thereof.

A. Instant Credit Transfers: 1. The Bank ensures that its Customers are able to place and receive instant credit transfers executed in euro within the single euro payments area (SEPA). Accounts available for instant credit transfers are accessible round-the-clock availability every day of the year. The payment order for an instant credit transfer is submitted through the payment initiation channels provided by the Bank for other credit transfers (indicatively depending on the Bank’s procedures, via Optima e-banking, Optima mobile app, or the Bank’s branch network). 2. Charges for credit transfers, including instant credit transfers, are outlined in the Bank’s Price List. 3. The payment order for an instant credit transfer is considered received by the Bank in accordance with the provisions of the General Terms regarding Payment Services, unless otherwise specified herein or in the applicable regulatory framework for instant credit transfers. Specifically, the time of receipt of a payment order for an instant credit transfer is the moment it has been received by the Bank, regardless of the hour or calendar day. If it is agreed that execution of the payment order for an instant credit transfer is to take place at a specific time on a specific day or at the moment when the Customer has put funds at the disposal of the Bank, the time of receipt of the payment order for an instant credit transfer is deemed to be the agreed time, regardless of the hour or calendar day. Otherwise, the time of receipt is deemed: **(a)** for a non-electronic payment order for an instant credit transfer, the moment when the Bank has introduced the payment order information into its internal system, **(b)** for an individual payment order for an instant credit transfer belonging to multiple payment orders as a package, the moment when the ensuing payment transaction has been unpacked by the Bank, unless otherwise provided for in these terms or the applicable regulatory framework regarding the management of multiple payment orders as a package, **(c)** for a payment order for an instant credit transfer from payment accounts that are not denominated in euro, the moment when the amount of the payment transaction has been converted into euro. 4. In the case of an outgoing instant credit transfer, the Bank verifies whether the necessary funds are available, reserve or debit the amount of the payment transaction from the account of the Customer and immediately send the payment transaction to the payee’s payment service provider. Upon receiving the confirmation of completion of the payment transaction by the payee’s payment service provider, or where no such confirmation of completion is received within 10 seconds of the time of receipt of the payment order for an instant credit transfer, the Bank informs, free of charge, the Customer, as well as, where applicable, the payment initiation service provider, whether the amount of the payment transaction has been made available on the payee’s payment account. Where the Bank has not received a message from the payee’s payment service provider confirming that the funds were made available on the payee’s payment account within 10 seconds of the time of receipt, the Bank immediately restores the payment account of the Customer to the state in which it would have been had the transaction not taken place. 5. In the case of an incoming instant credit transfer, the Bank makes, within 10 seconds of the time of receipt of the payment order for an instant credit transfer by the payer’s payment service provider, the amount of the payment transaction available on the payee’s payment account in the currency in which the payee’s account is denominated. The credit value date for the Customer’s payment account is the same date as the date on which the Customer’s payment account is credited by the Bank with the amount of the payment transaction. 6. Customers are able to set, by using any method provided by the Bank, an individual limit fixing a maximum amount,

either on a daily or per transaction basis depending on the Bank's respective procedure, that it can send by means of instant credit transfer and modify or lift those individual limits at any time, with immediate effect. Additionally, unless otherwise provided by applicable regulatory frameworks, the Bank is able to set limits fixing a maximum amount for credit transfers as part of its obligations or for transaction security in accordance with its policies.

B. Verification of Payee (VoP) Service: **1.** For all credit transfers executed in euro within the single euro payments area (SEPA), the Bank offers its Customer, free of charge, a mandatory service ensuring verification of the payee to whom the payer intends to send a credit transfer (service ensuring verification), in accordance with applicable regulatory provisions. Similarly, the Bank performs the service ensuring verification of the payee as the payment service provider of the payee - Customer when a credit transfer is attempted to be received by the Customer, providing the payment service provider of the payer (third party) with the necessary identification information of the Customer for its verification by the payer. **2.** The Bank offers this service immediately after the Customer provides relevant information about the payee and before the Customer is offered the possibility of authorizing that credit transfer. In the case of paper-based payment orders, the Bank performs the service ensuring verification at the time of receipt of the payment order, unless the Customer is not present at the time of receipt. **3.1.** To receive this service, the Customer shall insert in the payment order the payment account identifier (IBAN) of the payee's account and the name of the payee (in respect of a natural person, the name and surname and, in respect of a legal person, the commercial or legal name). Upon the request of the Bank, the payee's payment service provider verifies, based on information into its internal system and under its responsibility whether the IBAN and the name of the payee provided by the Customer match. The Bank immediately notifies the Customer of the verification result provided by the payee's payment service provider. **3.2.** Where the payee is a legal person and the Banks is able to offer, depending on its procedure, a payment initiation channel which allows the Customer to place a payment order by providing the IBAN together with data elements other than the name of the payee that unambiguously identify the payee, such as a fiscal number, and where those same data elements are available in the internal system of the payee's payment service provider, the Bank notifies the Customer of the result of the verification of the payee performed by the payee's payment service provider under its responsibility, upon the request of the Bank. **3.3.** When the account provided by the Customer is held by a payment service provider on behalf of multiple payees, additional information allowing the payee to be unambiguously identified may be provided by the Customer to the Bank depending on the applicable procedure. The payment service provider maintaining that payment account on behalf of multiple payees or, where appropriate, the payment service provider holding that payment account, upon the request of the Bank, verifies and confirms, based on information into its internal system and under its responsibility, whether the payee indicated by the Customer is among the multiple payees on whose behalf the payment account is maintained or held. The Bank notifies the Customer if the payee indicated by the Payer is not among the multiple payees on whose behalf the payment account is maintained or held. **3.4.** In other cases, and, in particular, where the Bank provides a payment initiation channel which does not require the Customer to insert both the IBAN and the name of the payee, the Bank informs the Customer in a way that allows the Customer to validate the payee before authorizing the credit transfer. **3.5.** Where the IBAN or the name of the payee is provided by a payment initiation service provider, rather than by the Customer, that payment initiation service provider shall ensure that the information concerning the payee is correct. **3.6.** The result of the verification of the payee may vary as follow: the data elements of the payee and the data elements provided by the Customer match exactly (match), they do not match (no match), they almost match (close match), or failure to perform the service for various reasons (VoP not possible), such as closed or non-existent account, technical error, or because the service is not offered by the payment service provider of the payee etc. **3.7.1.** Customers who are not consumers according to the provisions governing the service ensuring verification and collaborates with the Bank for submitting multiple payment orders as a package (mass payments or payroll via file or similar services), are able, at any time during their contractual relationship with the Bank and using the Bank's available methods and procedures, specifically and solely for the execution of multiple payment orders as a package and under their responsibility, to opt out from receiving the

service ensuring verification and, after opting out from receiving the service ensuring verification, to opt in to avail themselves again of the service ensuring verification. **3.7.2.** When the Customer receives/activates the verification of the payee service, they simultaneously pre-consent with the Bank and pre-select (pre-authorize), using the Bank's available methods and procedures, the execution or non-execution of each individual payment order belonging to a package, depending on the verification of the payee result received by the Bank for each of those payment orders. Where the result for individual payment order is that the data elements of the payee provided by the Customer match exactly, the payment order is automatically executed as pre-authorized without further selection or action by the Customer. **3.7.3.** The Customer's receipt/activation of the verification of the payee service, in conjunction with their agreements with the Bank under these and any other specific terms, and their pre-selections regarding execution or non-execution of the individual payment orders of the package depending on the verification of the payee results, constitute explicit consent/pre-authorization, order and authorization of the Customer to the Bank to automatically execute or not execute each payment order without required further authorization, declaration, or action from the Customer or any other formality. **3.7.4.** The time of receipt of each individual payment order submitted in a package of multiple payment orders is the time the Bank receives the verification of the payee result for that payment order provided that the Bank receives the result after the multiple payment orders of the package have been unpacked in individual payment orders. **3.8.1.** The performance of the above service does not prevent the Customer from authorizing the credit transfer concerned. However, authorizing the credit transfer might lead to transferring the funds to a payment account not held by the payee indicated by the Customer but by another person (risk of transferring funds to an unintended payee), where the verification result is no match, almost match with the data elements of the payee, or failure to perform the verification of the payee for any reason. The same risk applies in case of multiple payment orders as package where: **(a)** the Customer pre-select the execution of the individual payment orders of the package for which the following verification results come about: no match or almost match with the payee's data elements or failure to perform the verification of the payee for any reason, or **(b)** where the Customer, where permitted, opts out from receiving the service ensuring verification. In all cases of the present paragraph, the Customer fully assumes the risk of transferring funds to an unintended payee and is solely liable for any resulting loss to themselves, the Bank, or third parties. The Bank is not held liable, including for refunding the Customer or any other loss, insofar as the Bank correctly performs the service ensuring verification or the Customer opts out from receiving the service ensuring the verification or the Customer pre-selects the execution of payment orders with any result other than exact match. In such cases, upon the Customer's request, the Bank will make reasonable efforts to recover the funds in accordance with the provisions of General Terms regarding the recovery of funds. **3.8.2.** The Bank is not held liable for the execution of a transaction to an unintended payee on the basis of an incorrect unique identifier, insofar as the Bank correctly performs the service ensuring verification. If the Bank fails to correctly perform the service ensuring verification as payer/Customer's payment service provider and where such failure results in a defectively executed payment transaction, the Bank refunds the payer/Customer the transferred amount without delay and, where applicable, restores the debited payment account to the state in which it would have been had the payment transaction not taken place. Where the failure to comply occurs because the payee's payment service provider, or the payment initiation service provider, failed to comply with their obligations, the payee's payment service provider or, where relevant, the payment initiation service provider, are fully liable for repairing any damages.

C. Other Terms for Credit Transfers / Remittances: **1.** If currency conversion is required for the execution of an outgoing credit transfer/remittance, it is carried out based on the Bank's reference exchange rate on the day and time the Customer's account is debited with the transaction amount. In the event that a credit transfer/remittance is refunded unexecuted by the payee's payment service provider, the amount is credited back to the Customer's account after deducting any expenses incurred by the Bank and/or its correspondents due to the refund and if currency conversion is required, it is performed using the Bank's reference exchange rate on the day of the refund. If currency conversion is required for the execution of an incoming credit transfer/remittance, it is carried out based on the Bank's

reference exchange rate applicable: **(a)** for incoming instant credit transfers, on the day and time the Bank makes the relevant amount available in the payee Customer's currency, **(b)** for other incoming credit transfers/remittances, on the execution date of the incoming credit transfer/remittance, based on the execution timeframes provided in the General Terms and the Bank's Price List. Any differing provisions in the Bank's Price List prevail over this clause if they conflict with it. Information regarding the Bank's reference exchange rates is available via Optima e-banking and the Bank's branch network. Currency conversions may be subject to charges according to the Bank's Price List. 2. The Customer agrees that submitting a request/order to the Bank for the execution of a credit transfer/remittance via any payment initiation channel constitutes an explicit declaration that the credit transfer/remittance does not violate or conflict with Union law on the prevention of money laundering and terrorist financing, nor with restrictive measures, including targeted financial restrictive measures, adopted in accordance with Article 215 TFEU or other provisions, nor with sanctions, lists, restrictions, or prohibitions issued by European or international authorities (e.g., UN Security Council, OFAC). The Customer is responsible for the overall legality of the credit transfer/remittance and the underlying transactions and for compensating for any damage suffered by the Bank or third parties due to untrue or inaccurate declarations. The Customer is obliged to promptly provide any additional information requested for the completion of the transaction. If it is not possible to provide the requested information, or if there is partial or total failure to provide the additional data in a timely manner, or if any of the provided transaction details are inaccurate or incomplete, or if the transaction fails to meet the Bank's control criteria for any reason, the transaction may not be executed or may be canceled. The Bank may provide information related to the transaction to authorities within or outside the European Union or third parties to whom it is transmitted, for any lawful purpose (e.g., prevention of money laundering and terrorist financing, or lists of persons subject to restrictive measures, etc.). The terms governing the credit transfer/remittance do not override or supersede tax provisions or trade regulations based on decisions of national, European, and international bodies and authorities, and therefore do not exempt the Customer from any related obligations.

D. Processing of Personal Data

The Bank, as the Data Controller, processes the Customer's personal data in accordance with the applicable European and national legislative and regulatory framework. At the establishment of the Customer's transactional relationship with the Bank, the Customer is informed about the processing of personal data through the special document titled "The Information for Customers of Optima bank S.A. on the Processing of Personal Data in accordance with the General Data Protection Regulation (GDPR)". Provided that the Customer has been properly informed through the aforementioned Information document about the processing of their personal data, they give their consent in cases where such consent is a condition for processing under the General Data Protection Regulation (EU) 2016/679 and the relevant national legislation. The Customer is also informed of their right to withdraw their consent at any time by contacting the Bank in any manner convenient to them.

Otherwise, the General Terms of the Bank apply.