

GENERAL BANKING TRANSACTIONS TERMS

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GENERAL BANKING TRANSACTION TERMS

1. SCOPE

1.1. Optima bank S.A. (henceforth, "the Bank") is an incorporated banking company, under Reg. No. 003664201000, duly established and operating in accordance with the Greek Law; it has obtained operating permit no. 52/2/17.12.1999 and is regulated by the Bank of Greece; its registered seat is at 32 Aigialeias & Paradissou Str., Maroussi, its e-mail address is info@optimabank.gr and its website at www.optimabank.gr.

1.2. The present General Banking Transaction Terms constitute the Framework of the Association (henceforth, "the Agreement") governing the transactions between the Bank and the Customer whose full particulars are written in the related Application.

1.3. The present Agreement is supplemented and modified by any further, specific terms governing subsidiary banking contracts/transactions between the Bank and the Customer; in the event of conflict, the specific terms prevail.

1.4. The present Agreement has been formulated in the Greek language and its text is the only binding text. Any translation into a foreign language is provided only for the Customer's convenience. In the event of conflict, the Greek text prevails.

1.5. Beyond the present Agreement, the contractual relationship between Bank and Customer is governed by the relevant provisions of laws on deposits and payment services, the Acts issued by the Governor of the Bank of Greece, and the resolutions of the Bank of Greece and the other competent authorities.

2. CUSTOMER LEGALIZATION

2.1. The Customer must provide to the Bank those documents that certify his identity, as determined in the relevant legislative and regulative framework and/or the relevant procedures of the Bank.

2.2. In the case of a legal entity, evidence of identity are the legalization documents that certify that the legal entity has been established, exists legally and is represented by its legal representatives ("Representatives"), as per the provisions of applicable legislation concerning legal entities. The Bank may request any additional document it reasonably deems necessary in the context of the above. The Bank refuses to provide its services if the customer has not submitted all or part of the above required documents. The Bank may from time to time update the relevant documents, as per applicable legislative and/or regulatory provisions.

2.3. In the case of the Customer's death, the Bank must request delivery of the required legalization documents (e.g. certificate of inheritance) in order for the heirs to be legalized.

2.4. The Customer may authorise in writing third parties to represent him and sign on his behalf in his transactions with the Bank ("Proxies"), except if otherwise provided hereunder and/or in the subsidiary banking agreements.

2.5. The Bank is entitled to take and maintain on file samples of the Customer's and/or his Proxy's and/or its Representative's signatures, and copies of the documents submitted to it.

2.6. The Customer undertakes the on-going obligation to notify the Bank in writing, without fail, of any change in the particulars of the Customer and/or his Proxy that he has declared to the Bank (name or appellation, address or registered seat of business, ID card number, etc.), at his own [the Customer's] responsibility. In addition, the Customer must notify the Bank in writing of any revocation or alteration of the powers of representation and/or powers of attorney that he has previously notified in writing to the Bank. The obligation to give this notification applies in every case, even if the granting of powers of representation or powers of attorney has been published or entered into public registers or bulletins, and the revocation or alteration is also subject to publicity or registration.

2.7. Each act entered into by the Bank with and/or to the Representative and/or Proxy of the Customer is considered valid until the announcement to the Bank of a revocation and/or alteration of the representation and/or power of attorney.

2.8. The Customer states that the documents he delivers to the Bank concerning his identity/legalization and the particulars given therein are valid and accurate, and that the Bank under no circumstances bears any liability for any damages that the Customer and/or any third party incurs due to any inaccuracies and/or defects in the above documents. Further, The Customer states, as do his Proxies, that they possess full rights to enter into legal acts and are not subject to any limitation whatsoever as to such rights. Therefore, the Customer bears full liability in the event of the Bank and/or any third party -howsoever involved or being party to transactions- incurring damages due to failure to notify in due time the advent of a limitation of the right of the Customer and/or his Proxy to enter into legal acts.

2.9. By signing hereunder, the Customer states that he unreservedly accepts that the Bank, in the context of complying with legislation regarding prevention and detection of the legalisation of revenue derived from criminal activity (money laundering) and the related regulatory provisions, but also so as to protect the interests of all parties entering into transactions, is under the obligation to refrain from entering into a transaction if it has not confirmed and verified the identity of the Customer and/or his Proxy and/or his Representative each time.

3. DEPOSIT TERMS

3.1. General Deposit Terms: General Principles, Computation of Interest, Expenses

3.1.1. The General Deposit Terms govern all types of movement in the Customer's bank accounts. They are applied in addition to the Special Terms (below, under 3.5.) and any Additional Acts signed between the contracting parties for each account and constituting an integral part of the Agreement, as long as they do not conflict therewith. In case of doubt, the special terms prevail over the general terms.

3.1.2. The Bank, following an application by the Customer, opens and maintains the Customer's deposit accounts. To the accounts, is credited each amount deposited at the Bank by the Customer or third parties. The account is debited on the basis of orders given to the Bank in writing and/or verbally, as per the special terms determined each time by the Bank, by the Customer and the Representatives or Proxies appointed by him.

3.1.3. In order to execute transactions via the accounts, the Customer and/or the Third Party must submit to the Bank documents confirming his identity, as provided in article 2 above.

3.1.4. The Customer receives interest on his interest-bearing deposits, which is credited to his account at the interest rate determined by the Bank, as it reasonably and fairly deems fit and in accordance with the provisions of the law. The Bank's deposit interest rates applying each time are

notified to the Customer via the Interest Rate Table posted at the Bank's Branch and/or at its website. Concerning the currently applicable interest rate, the Customer has been notified thereof before entering the agreement and he has accepted it. Any modification of the interest rate is notified to the Customer via personalised communication and/or via an Account Statement and/or at the Bank's Branch, where it is posted, and/or via the Bank's website or via the Press, within a term of sixty (60) days in advance of the proposed date of application of such modified rate, as provided in article 7.4 below, except if a later deadline is agreed.

3.1.5. When a currency parity needs to be applied, the Customer is notified thereof from the Price Bulletin posted at the Bank's Branch, and of the Bank's commission from the Price List of Banking Services and in any other convenient way (e.g. via the Bank's website).

3.1.6. Each modification of interest rate or currency parity that is favourable for the Customer applies without the prior notification of article 3.1.4. above.

3.1.7. If there applies and is agreed a Benchmark Interest Rate or a Benchmark Currency Parity (as defined below, under 5.2.18 and 5.2.17), then the change in the interest rate or the currency parity (respectively) is applied immediately, without prior notification to the Customer.

3.1.8 Subject to the provisions of the special terms regarding use of the Bank's debit card (cash deposits at ATMs) in article 4, when the Customer deposits cash in Euro into an account maintained at the Bank, the crediting of the amount of the deposit is made on the same day. If the day of the deposit is not a Business Day or if the deposit is made after the applicable Cut-Off Time of the Business day (as these terms are defined below, under 5.2.14 and 5.2.24) the crediting of the account is made on the immediately following Business Day. The amount is available as of the day of crediting and has the corresponding Value Date (availability and interest), as defined below under 5.2.15 and 5.2.16.

3.1.9. Cash deposits in a currency outside the scope of application of Law 3862/2010 in foreign currency deposit accounts are available on the fourth business day from the deposit and have the corresponding Value Date (availability and interest).

3.1.10. The proceeds of cheques deposited are available after they have been conclusively collected, as provided in the Bank's Price List of Banking Services. Until the collection of the amount of each cheque, the Customer does not have the right to withdraw or dispose off such amount.

3.1.11. In every case, interest is accrued up to the day before the withdrawal.

3.1.12. Compounding of interest is effected after withholding for attribution to the State of the tax corresponding to the interest, as applying each time. Residents of the countries listed in Law 3312/2005 or, as applicable each time, other cases of beneficiaries, may be exempted from the above withholding, as long as they submit the required documentation.

3.1.13. Compounding of interest is effected twice annually -on June 30 and December 31 each year- except if other dates are agreed or announced, depending on the type of deposit account; if these dates fall on a day that is not a Business Day for the Bank, it is effected on the following Business Day. In the case of scaled interest rates, the interest rate is applied to the amount of each scale only and not to the entire amount. In the case of tiered rates, interest rate is tiered and applied to the entire.

3.1.14. The period taken as the basis for computation of interest is the 360-day year, with the exception (a) of deposits in certain currencies (e.g. GBP) for which the 365-day year is taken as the basis (b) of the cases provided for in present Terms or (c) as otherwise agreed.

3.1.15. In the event of debit balances, the Bank is entitled to charge debit interest, the compounding of which is effected twice annually -on June 30 and December 31 each year- taking the 360-day year as the basis for computation.

3.1.16. The commencement, termination and chronological basis for calculating interest, the annual interest yield, and any debit balance in the accounts, are notified to the Customer via the Table of Interest Rates and/or the Table of Pre-contractual Information, which is posted at the Bank's Branch and/or at its website.

3.1.17. Deposits are paid immediately upon demand of the Customer, except if the balance is not available due to any reason (e.g. pledge, blocked account, term deposit, etc.).

3.1.18. In addition to withdrawing cash, the Customer may deposit and withdraw cash and make payments either: (a) by issuing cheques (article 3.6); or (b) by using a debit card (article 4); or (c) by debiting or crediting the account via payment orders (article 5). The Bank is entitled to determine a maximum withdrawal limit, over which withdrawals are made only by bank cheque. For withdrawals of amounts over €10,000, the Customer must notify to the Bank his intention at least one business day in advance of the withdrawal. To withdraw amounts in foreign currency, the Customer must notify to the Bank his related intention at least two business days in advance of the withdrawal. The maximum limits and amounts applying each time are notified to the Customer via the Bank's Branches and its Price List of Banking Services.

3.1.19. The Bank is entitled, at its reasonable and fair discretion and in compliance at all times with the provisions of the related legislation applying each time, to determine, modify or amend, as provided in article 7.4 below:

- i. the minimum deposit amount for opening an account;
- ii. the minimum deposit amount, based on the average (daily, quarterly, bi-annual) balance of the account, in order for the deposit to bear interest;
- iii. conditions and limits for withdrawals of amounts deposited in any manner in deposit accounts, depending on the type of account;
- iv. the amount that can be provided on credit by the Bank to the Customer in the form of the Customer's right to withdraw amounts in excess of the credit balance in the account each time (henceforth, "overdraft").

The above limits are notified to the Customer via the Bank's Price List of Banking Services, which is posted at its Branch, and the Bank's website.

3.1.20. The Customer acknowledges that he may be charged with additional expenses, fees, taxes, duty, default interest, commission (where permitted by the law), court expenses and other charges on all or some of his transactions in connection with his deposits; these are listed in the Bank's Price List of Banking Services, which is posted at its Branch and at the Bank's website. The Bank, taking into consideration conditions in the market, reserves the right to unilaterally modify the above charges, notifying the Customer thereof by any available means, as described in article 7.4 below.

3.1.21. The Bank is expressly authorised hereby to debit, on any chronological basis notified to the customer (e.g. daily, monthly, quarterly, bi-annual, annual), the Customer's account with the above expenses and charges.

3.1.22. In the event of erroneous crediting or debiting of an account of the Customer's due to a mistake or omission by an officer of the Bank or due to any other error that occurred during the processing of the order, the Bank is entitled to proceed on its own initiative to cancel the documents, data and entries immediately upon detecting the error or omission.

3.1.23. If the Bank receives on the same day more than one order given, by any means, to it by the Customer for debiting his account -e.g. via payment orders, cheques, etc.- and the existing available funds are not sufficient for paying off all of the Customer's obligations, the Bank is entitled to pay one or more thereof, irrespective of priority as to time or quantity, except if there apply special instructions in connection thereto.

3.1.24. If there are more than one beneficiaries to one account, whether an ordinary or a joint account as determined in Law 5638/1932, there applies, for each claim of the Bank, active contractual liability for the whole part, and therefore the several beneficiaries are liable as against the Bank for the whole part each, and the actions of any one thereof also operate as against the others.

3.1.25. The Bank is obligated to execute each order given by the Customer in connection with his accounts, subject to the provisions on prevention and detection of money laundering as applying each time and/or any other provisions of the law. The Customer is liable as to the legitimacy of his transactions and undertakes the obligation to refrain from any transaction that could contribute to the legalization of revenue derived from criminal activities.

3.2. Closing of Account / Termination of deposit account agreement

3.2.1. The Customer is entitled to request from the Bank to close his account at any time, by written notice, which produces legal effects after seven (7) days have elapsed from its notification to the Bank.

3.2.2. The Bank is entitled to close the Customer's account, after observing a deadline of two (2) months from notification of the related written notice to the Customer.

3.2.3. The Bank is entitled to terminate at any time the deposit agreement between it and the Customer and close the Customer's account, without observing the above deadline, in the case of a material reason, including (but not limited to) if he violates any term of his contractual relationship with the Bank or if he violates the related provisions of the law or if the balance of the account remains nil for a period of time determined by the Bank and notified to the Customer and/or if the existing legislative framework and/or a decision of the Bank suspends the offer of the specific type of deposit.

3.2.4. In every case, for reasons of security, the Bank is entitled to set restrictions to the movement of accounts that have not been charged for a period of time determined by the Bank. The Customer is notified of the designation of his account as "inactive" (dormant account) and the consequences of such designation. The balance of an inactive account is written off in favour of the Greek State according to applicable legislative provisions.

3.2.5. The closing of the account does not entail termination of the present Agreement, which continues to apply until it is terminated as provided under 7.3 below.

3.3. Participation in the Hellenic Deposits and Investment Guarantee Fund (TEKE)

The Bank participates in the Hellenic Deposits Cover part of the Deposits and Investment Guarantee Fund, the aim of which is to pay compensation to the Bank's depositors if the Bank is rendered unable to repay the deposits owed. Information booklets containing the principles that govern the deposits guarantee system and analysing particular issues of its operation, such as cover limits, deposited currencies covered and excluded categories of deposit, the activation of the system, the deadlines and formalities of submitting an application for payment of compensation and the conditions for its payment, are available at a stand near the entrance of each Branch of the Bank.

3.4. Other Provisions

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Tax Registration No: 099369013, Athens Tax Office for Societes Anonymes
32 Aigialeias Str. & Paradissou, 151 25 Maroussi, Greece • Tel. +30 210 81.73.000 • Fax. +30 210 81.73.101

3.4.1. The present Deposit Terms are governed as to confidentiality and the capability to seize the deposits by Legislative Decree 1059/1971 and Law 2915/2001, as applying each time.

3.4.2. Regarding the obligation of informing the Bank as to the realisation of acts of payment on the Customer's account, there apply the detailed provisions in articles 5.7 and 7.2 below.

3.5. Special Deposit Terms

3.5.1. The Bank opens and maintains on behalf of the Customer one or more of the following types of deposit:

A. SAVINGS DEPOSIT ACCOUNT IN EURO AND FOREIGN CURRENCY

1. Beneficiaries of the deposit are private individuals and/or non-profit Legal Entities of Private Law.
2. The deposit is paid on first demand except if the balance is not available due to any reason (contractual or other lawful blocking of the Deposit Account).
3. Savings Deposit Accounts are considered those accounts on which private cheques are not issued and are not drawn.
4. Interest accrues as of the day of the cash deposit and up to the day before such cash is withdrawn.
5. Compounding of interest is effected by crediting interest on June 30 and December 12 of each calendar year, subject to the provisions of the General Terms above.
6. Withdrawals from this account may be made in Euro or in foreign exchange.
7. Deposits and payment orders in this account are made only in the currency in which it is maintained, and if the deposit is in another currency, then the Bank effects the required conversion at the parity of the foreign currency on the day of execution of the order, as described in article 3.1.5.

B. SIGHT DEPOSIT ACCOUNT IN EURO AND FOREIGN CURRENCY

1. Beneficiaries of the deposit are private individuals and/or legal entities.
2. The deposit is paid on first demand except if the balance is not available due to any reason (contractual or other lawful blocking of the Deposit Account)..
3. Sight Deposit Accounts are considered those deposit accounts for charging of which the Bank may provide to the Customer cheque counterfoils. Concerning these cheques, there apply the provisions of 3.6.
4. If the deposit is interest-bearing, compounding of interest is effected by crediting interest on June 30 and December 12 of each calendar year, subject to the provisions of the General Terms above.
5. The Bank and the Customer may specifically agree on an overdraft capability, up to the maximum limit provided in applicable provisions of the legislation or up to a smaller amount, specially agreed, observing the provisions of the law regarding financing to private individuals and legal entities. The Customer owes interest on the amount of the overdraft, calculated on the basis of the interest rate agreed each time.
6. Withdrawals from this account may be made in Euro or in foreign exchange.
7. Deposits and payment orders in this account are made only in the currency in which it is maintained, and if the deposit is in another currency, then the Bank effects the required conversion, as described in article 3.1.5.

C. TERM DEPOSIT ACCOUNT IN EURO AND FOREIGN CURRENCY

1. Beneficiaries of the deposit are private individuals and/or legal entities.
2. The Bank and the Customer specifically agree on the amount of the deposit, its duration and its interest rate, while as a basis for calculating the interest will be taken a year of 365 days.
3. A deposit in a Term Account is effected by charging a Savings or Sight Account with the same combination of beneficiaries (starting account).
4. The withdrawal of the deposit before the agreed period has elapsed is possible after an application by the Customer and is charged with the amount that arises as a percentage of the initially agreed interest rate of the deposit, as determined in the Bank's Price List of Banking Services as applying each time, and the Customer hereby authorises the Bank to withhold same from the initially agreed interest, which may now be nullified. In the case of a withdrawal of part of the amount deposited, the Customer may, by an application to the Bank, request that the balance of his

account be transferred to the starting account, whereupon there apply the provisions above, under 3.5.A.

5. After the duration of the deposit has ended, if there is no special agreement between the Bank and the Customer, e.g. regarding an automatic renewal of the deposit for a period equal to the immediately preceding one, the amount of the deposit is transferred to the Customer's starting account, whereupon there apply the provisions above, under 3.5.A.

3.5.2. The Bank opens and maintains deposits in a joint and several account, which [the deposits] are governed by the provisions of Law 5638/1932, as modified and applying. In particular:

1. The beneficiaries of the deposit are private individuals only.
2. The beneficiaries of this account may make partial or total use thereof, whether one or several thereof or each beneficiary separately, without joint action by the others being required, as determined specifically upon the opening of the account, and/or beneficiaries added subsequently; for them to be added however, joint action by all the beneficiaries is required.
3. Upon the death of any of the beneficiaries, the deposit and the account devolve *ipso jure* to the other surviving beneficiaries of the account, down to the last one thereof.
4. Upon paying cash amounts to beneficiaries of the account, the Bank is fully exempted from the obligation to pay any amount to other beneficiaries.
5. The addition of new beneficiaries to the account requires the agreement of the Bank and of all beneficiaries of the account.
6. The assignment of a claim from the joint account, the formation of a pledge and the closing of the account require the agreement of all beneficiaries to the account.
7. On this deposit, there apply analogously the provisions of 3.5.A, 3.5.B and 3.5.C.
8. Otherwise, there are applied the provisions of Law 5638/1932 "Re: deposit in a joint account".

3.5.3. The Bank and the Customer may also enter into a special agreement for other deposit products that the Bank may be offering from time to time. The terms of the agreement shall be contained in an Additional Act between the contracting parties, which shall form an integral part hereof. In that case, the above special agreement supplements the present Special Terms.

3.6. Use of Cheques on Deposit Accounts

3.6.1. The Bank, in order to facilitate the transactions, may grant its authorisation to the Customer to dispose of the funds in his accounts under 3.5.B above, by means of cheques.

3.6.2. Cheques are issued only from a booklet of pre-printed cheques of the Bank bearing codified numbering, and are printed and issued at the Bank's sole discretion. Other types of cheques or cheques with external features chosen by the Customer, other than cheques from the Bank's cheque book, cannot be drawn on the Customer's account, except if this is specifically agreed.

3.6.3. The grant of a cheque book is made after a written application to that effect by the Customer to the Bank and after he has signed the respective delivery receipt. The receipt of delivery of the cheque book creates irrefutable proof that it has been examined and found entire.

3.6.4. The Bank may, as per its reasonable judgement, on objective grounds or grounds concerning the Customer, taking into consideration the overall relationship and history of transactions between the Customer and the Bank, his creditworthiness and credit rating, refuse to issue a cheque book and/or revoke its authorisation to issue cheques, whereupon the Customer must return the cheque book and provide information about its use up to the time of its revocation.

3.6.5. The authorisation terminates in every case upon the termination of the business relationship between the parties and in the cases provided under applicable legislation, whereupon there are generated *ipso jure* for the Customer the obligations of the preceding paragraph.

3.6.6. The Customer is under the obligation:

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a) to safeguard securely the cheque book, prevent the possession of cheques by non-beneficiaries, and notify the Bank in the event of theft or loss of even one cheque, in every case in writing, bearing, up to the time of the respective written notice, the exclusive liability for any damages incurred by the Bank or a third party;

b) to return to the Bank any unused or cancelled cheques, in every case and upon the termination of the business relationship between them and when so provided under regulatory provisions and the law.

3.6.7. Cheques that meet the requirements and criteria of the law are payable on demand at the Bank, even if they bear a later date. In this latter case, the deposit account is charged with the amount of the cheque with the value date (*valeur*) being the date on which the cheque is presented at the Bank's till for collection, or, if it arises through Offsetting, with the value date being the date of the preceding business day.

3.6.8. The Bank notifies without fail the non-profit corporation "TEIRESIAS BANKING INFORMATION SYSTEMS S.A." and/or any other entity as provided each time in applicable legislative provisions, each cheque issued by the Customer without there being a sufficient credit balance, if it has been stamped thereto within the term provided by law.

3.6.9. The Customer shall bear the expenses, as listed in the price list applying each time, incurred for the processing, as per the preceding paragraph 3.6.8, of bad cheques issued by him. Indicatively, the processing includes checking the Customer's Deposit Account for available funds, the Customer's notification so he can cover the cheques, the stamping of the cheques, and their notification to "TEIRESIAS BANKING INFORMATION SYSTEMS S.A.".

3.6.10. If the Customer issues bad cheques, he must, subject to the conditions set in regulatory provisions and the law, immediately return the cheque book that may be in his possession. The Bank is entitled in this case to close the Customer's account. The Bank may provide a new cheque book in accordance with the terms and criteria determined each time in the relevant regulatory provisions.

3.6.11. The Bank is also entitled to demand the return of the cheque book and the unused cheques and/or to close the Customer's account, if the Customer violates any of the conditions under which the Bank provided him with a cheque book or that have been agreed between Bank and Customer regarding the use of the cheques.

3.6.12. The Customer may state by notice to the Bank that he does not wish a cheque to be paid (henceforth, "the revocation"). The revocation of a cheque is valid only after the deadline for its presentation has elapsed. The Bank may pay a cheque presented even after the deadline of the preceding sentence, if the cheque has not been revoked.

3.6.13. The Bank is not liable in the event of payment or stamping of a cheque for non-payment (a) on which the beneficiary's signature appears distorted; or (b) on which there has been a non-obvious falsification of the particulars; and/or (c) on which the continuity of any endorsements is not regular.

3.6.14. Otherwise, there apply the provisions of Law 5960/33 "re: cheques", as applying each time.

4. DEBIT CARD AGREEMENT

4. 1. Transactions with the Card - Provision of a Card

The Bank, following a request by the Customer, provides him with a debit card for transactions (henceforth, "Card") under the following terms and conditions (Debit Card Agreement):

4.1.1. The Card is granted to the Holder in order for him to effect transactions: (a) in Greece, via the Bank's ATM network and the ATMs of banks that are members of the DIAS interbank network and/or any other ATM provider displaying the Card's logo, and abroad, via ATMs displaying the logo of the Card (MasterCard or any other logo of a company/organisation that has contracted with the Bank and of which the appellation is written on the front side of the Card); (b) in Greece and abroad, at shops/businesses that display the Card logo and have EFT/POS electronic payment appliances; or (c) remote transactions (transactions via the web or via telephone or following an order given by telephone).

4.1.2. The Card is sent, without having been activated, by ordinary mail to the address that the Holder has stated in his related Application; alternatively, the Holder may collect it from a Branch of the Bank. The Holder must activate the Card, either by telephoning the Bank's telephone centre, or at the Branch of the Bank, as per the Bank's instructions each time. Upon receiving the Card, the Holder must sign it with a ball-point pen at the space provided for that purpose on the reverse side of the Card. The Holder is exclusively liable as to the genuineness of his signature.

4.2. Personal Identification Number (PIN)

4.2.1. The Bank also supplies to the Holder a Personal Identification Number (henceforth, "PIN"), which can be used only in combination with the specific Card for realising transactions and constitutes a full substitute of his signature.

4.2.2. The PIN is sent to the Holder in a special envelope, by ordinary post, to the address that the Holder has stated in his Application. If the Holder wishes the PIN to be sent to him by other means, he will bear the expenses of the delivery. In every case, the Holder must notify the Bank if within twenty (20) days from receiving the Card he has not also received his PIN.

4.2.3. The PIN is strictly personal and is generated by the Bank under strict security conditions, so that it cannot be reproduced. Immediately upon receiving it, the Holder is under the obligation to memorise the number, refrain from writing it anywhere in an easily recognisable form or in a manner that may reveal it to a third party, and destroy the Bank's related document. In every case, the Holder must ensure that he averts disclosure of his PIN to any third person and in particular to any third parties (including the Bank's personnel), that he does not keep the number in any recognisable form (i.e. neither as is nor in codified form) and that he conceals the ATM keyboard when using the Card. The Holder may alter the PIN given him by the Bank and replace it by any number of his choice, at any ATM, by following the instructions appearing on the ATM monitor. The Customer may request the Bank to issue a new PIN and concurrently cancel the old one.

4.3. Card Validity

The Card is valid as of the date of its activation and up to the date written on its front side and/or up to its cancellation due to expiry and/or any other grounds stated herein. Use of the Card after its expiry and/or suspension of its validity and/or cancellation as above, is prohibited.

4.4. Use and safekeeping of the Card

4.4.1. On the card are imprinted the name of the Holder, the number of the Card and its expiry date.

4.4.2. The Card is the property of the Bank and only the Holder may use it, always in accordance with the terms hereof. Under no circumstances is the transfer and/or assignment in any manner to third parties of the right to possess and use the Card permitted.

4.4.3. Except if otherwise provided herein, the liability for all transactions realised by using the Card lies with the Holder exclusively.

4.4.4. The Holder is solely responsible for the security and safekeeping of the Card throughout the time it is valid.

4.5. Theft or loss of the Card

4.5.1. In the event of loss, theft, unauthorised use, risk of unauthorised use, and non-delivery of the Card in due time, and/or in the event that the PIN is disclosed or there is suspicion that that it has been disclosed or in any manner revealed to third parties, the Holder must inform the Bank immediately, either verbally, or by telephone at the tel. numbers notified to him by the Bank, or in writing at the address and in the manner provided in article 7.1 below. Failure to notify the Bank promptly constitutes gross negligence on the part of the Holder, except if due to an event of *force majeure*.

4.5.2. Note that telephone calls are recorded by the Bank to ensure the security of transactions. The Holder hereby agrees and allows the above recording of the above calls to the Bank.

4.5.3. The Holder must assist the Bank and provide all information he has about the circumstances of the loss, theft, destruction, unauthorised use of the Card and/or any disclosure of the PIN.

4.5.4. The Holder shall incur no charge in the event of loss, theft, unauthorised use of his Card and/or his PIN after notifying the Bank, except if he has acted fraudulently. Until such notification, the Holder is liable for damages from payment transactions that were realised without the Holder's approval, use of a lost or stolen Card or for damages incurred through use of the Card by a non-beneficiary, up to the amount set each time by the law. In deviation from the above, the Holder is liable for damages from transactions that were realised without his approval, as long as the damages were caused due to violation by the Holder of one or more of the obligations listed herein regarding the safekeeping of the Card and the PIN and the notification of the Bank, or due to fraud or gross negligence. The Holder is also liable, without limitation, for damages incurred due to acts of fraud. In the above cases, the damages must have occurred before the Bank is notified thereof by the Holder.

4.5.5. If a Card has been reported as lost or stolen or if there is a risk of unauthorised use, the Bank immediately cancels the Card, which must not be used again in transactions. In the event of loss or theft or disclosure of the PIN, the Bank may, following a new Application by the Holder and as long as the latter has complied with his obligations, issue a new Card and/or provide a new PIN, to be delivered to the Holder as described above in articles 4.1 and 4.2.

4.6. Card Renewal

4.6.1. Upon expiry of the Card's validity, as per article 4.3 above, it is automatically renewed by the Bank, except if the Holder notifies the Bank by registered mail forty (40) days before the expiry date that he does not wish it to be renewed. The Card is sent to the Holder as described in article 4.1 above. The Holder must notify the Bank immediately if he has not received by mail the new Card sent to him before the expiry of the old Card.

4.6.2. In every case, the Bank reserves the right to not renew the Card on grounds of security and/or protection of transactions and on any other material grounds, notifying the Holder of such refusal.

4.6.3. The Bank is entitled to issue from time to time new Cards in replacement of existing Cards. The new cards may be of a different type than the existing ones. The new Cards, if accepted by the Holder, constitute a continuation of the previous Cards and are subject to the provisions hereof.

4.7. Use of the Card

4.7.1. The use of the Card requires its linking to one, or at most two, First Demand Deposit Account(s) maintained at the Bank in the name of the Holder as beneficiary or co-beneficiary. The Holder must state in his Application the number(s) of his account(s) at the Bank and designate one thereof as the "Main Account". The Card can be used only if the above accounts have (each) a sufficient available balance to cover the amount of the transactions and any expenses/charges provided, in every case for amounts that do not exceed the total Daily Transaction Limit during the 24-hour day for the total of all accounts linked to the Card, as written in the Application. The Daily Transaction Limit is notified to the Holder upon supplying the Card, and is set by the Bank for the security of the Holder and the transactions; the Bank is entitled to unilaterally alter and/or reduce such limit to zero on grounds of security/protection of transactions and/or in case of reasonable suspicion of unlawful/unauthorised use of the Card and/or on any other material grounds. In this case, the Bank must immediately notify the Holder before taking the above action, but if this is not feasible due to considerations of security/protection of transactions or because it is contrary to applicable legislation, the notification can be given after the change, also. In these cases the Holder has no claim for compensation against any damages he may incur through these reasons.

4.7.2. Note that the existence of a sufficient available balance is a necessary precondition for using the Card for payment transactions from the above account(s). In cases where transactions are effected only through the Main Account (e.g. cash withdrawals at ATMs of other banks) the obligation of sufficient available balance concerns the Main Account only.

4.7.3. The Holder may at any time apply to the Bank to alter his Daily Transaction Limit. The Bank considers the above request at its discretion and under no circumstances it is obligated to alter the Holder's Daily Transaction Limit.

4.7.4. Exceeding the balance in the Holder's accounts is not permitted. If however there arises, through any reason, a withdrawal from the above accounts exceeding their available balance, interest shall be charged on the excess amount, calculated on the basis of the debit interest rate applying each time as listed in the Bank's Price List.

4.7.5. By applying at any Branch of the Bank, the Holder may request that his Card be linked to any new deposit accounts replacing or supplementing the previous accounts.

4.8. Transactions with the Card: Withdrawals from the Bank's ATMs, from ATMs of other banks via DIASNET, via another ATM network provider displaying the Card's logo, from ATMs abroad.

4.8.1. The Holder may make cash withdrawals from the Bank's ATM network, within the limits set by the Bank as per article 4.7 above or by decisions of the competent authorities, from any deposit account linked to the Card, throughout the 24-hour day. Withdrawals are made by combining the Card with the Holder's PIN.

4.8.2. The Holder may also make cash withdrawals from the ATMs of other banks participating in the interbank DIAS network and/or any other ATM network provider displaying the Card's logo, within the limits set as above as per article 4.7, from the "Main Account" throughout the 24-hour day, according to the options and instructions appearing at the ATMs of other banks.

4.8.3. Cash withdrawals may be made only in integral multiples of the Euro. Withdrawals from the Bank's ATM network are not charged with expenses. Withdrawals from ATMs of banks participating in the interbank DIAS network may be charged with expenses, as per the Price List of the Bank's Banking Services, which is posted at its Branch and at its website.

4.8.4. The particulars of each transaction with the Card at the Bank's ATMs are recorded and printed on the corresponding receipt, which constitutes full proof as to each transaction, counter-proof being allowed. The Holder must keep the above receipts so that he can compare them with the respective charges appearing on the Account Statements that are sent to him as per article 4.12 below.

4.8.5. The Holder consents to his transactions being recorded on video at the ATMs of the Bank or other banks, for reasons of security.

4.8.6. In the event of a technical malfunction or on grounds of security/protection of the transactions/customers, the Bank may suspend the operation of its ATMs, without being required to notify the Holder. In this case, the Bank bears no liability for any damages that the Holder may incur through this reason.

4.8.7. The Holder may also make withdrawals abroad, at ATMs displaying the MasterCard logo (or the logo of any other corporation/organisation with which the Bank is contracted and which is written on the front side of the Card) within the limits set as described in article 4.7 above, in accordance with the terms and conditions that are announced each time by the Bank and any relevant decisions of the competent authorities. Withdrawals are made from the Holder's Main Account only.

4.8.8. In the case of a transaction in a currency other than the Euro, the conversion of the currency for debiting the account is effected based on the price set by the International Organisation (MasterCard International or any other such corporation/organisation responsible for issuing the Card) on the day and at the time of the transaction's processing and clearance. The above parity may differ from the parity that applied on the day and at the time when the transaction was realised.

4.8.9. Information regarding the prices for conversion of currencies is made available at the respective website of the International Organisation (MasterCard International or any other such corporation/organisation responsible for issuing the Card). The Holder is notified of the value of the transactions and the currency in which they were realised via the Account Statements discussed in article 4.12 below.

4.8.10. The above withdrawals under paras. 4.8.7 and 4.8.8 are charged with the cost of the intrabank transaction as applying each time. The expenses and any other charges are listed in the Price List of the Bank's Banking Services, which is posted at its Branch and at its website.

4.9. Transactions with the Card: Deposits

4.9.1. The Holder may make cash deposits at the ATMs located at the Bank's Branches (but not at non-Branch ATMs), into any account linked with the Card.

4.9.2. The deposit is made in banknotes, as per the instructions given on the ATM monitor, using, or not, an envelope. In the case of cash deposits without an envelope (at specific ATMs displaying a sign to that effect) the counting is effected automatically, within the same day. In the case of cash deposits with an envelope the counting is done by the Bank's competent staff, either within the same day, if the deposit was on a business day and during working hours, or at the latest on the next business day, which is then counted as the day of the cash deposit. In both cases the funds are credited to the Holder's account. The amount of the deposit is available and bears interest as of the day considered the day on which the Bank received the amount (i.e. counted it and credited it to the Customer) as above. If the envelopes are not opened within the time limits given above for reasons of *force majeure*, the Bank shall bear no liability for any damages incurred by the Holder. If the amount entered by the Holder on the keyboard of the ATM differs from the amount counted, the account is credited with the amount counted, and the Holder is immediately notified in writing. The Bank applies all measures it considers necessary for the security of deposits via ATMs and bears no

liability if beyond banknotes, other objects and/or coins have been inserted into the envelope and/or if the Bank's special envelopes are not used and/or if the envelopes are not sealed properly by the Holder.

4.9.3. In this case too, there apply the provisions of articles 4.8.4 – 4.8.6 above.

4.10. Other Transactions

The Card may be used in combination with a PIN for other banking services too at the ATMs of the Bank (and/or of other banks), as per the instructions given by the Bank and appearing on the ATM monitor (e.g. balance query, transfer of amounts between linked accounts, payments to the Bank or third parties, standing orders, etc.). The Bank reserves the right to introduce the capability of using the Card for additional services, such as e-banking and phone-banking, and/or introduce the capability of using additional networks for banking transactions, such as Automated Payment Machine networks. In these cases, the Holder will be informed by the Bank by any convenient means.

4.11. Transactions at businesses

4.11.1. The Holder may realise transactions with the Card via EFT/POS appliances at the physical points of sale that display the Card's logo and accept it as means of payment, whether in Greece or abroad.

4.11.2. The transaction is made by entering the PIN into the EFP/POS appliance or signing the receipt issued by the EFP/POS appliance, which are equivalent with an irreversible order to the Bank to pay on behalf of the Holder the consideration of the transaction and debit his account with the respective amount plus any expense arising from use of the Card. A necessary precondition is the existence of a sufficient available balance in the account, at least equal to the amount of the transaction. Immediately after the transaction, the EFP/POS appliance issues a written receipt confirming the Holder's order given by use of the Card. The Holder must prove his identity in any lawful way whenever so requested.

4.11.3. The Holder may also use the Card as a means of payment for remote transactions, at vendors that accept the specific Card as a means of payment, by placing orders electronically, by telephone or by mail, in Greece or abroad and/or via the Internet. The Holder is under the obligation to observe security rules for remote transactions, which the Bank will notify to him (by letter and/or with the Account Statements and/or at its website) or that businesses post at their own websites.

4.11.4. The debiting of the Holder's account is effected on the date of clearance of the transaction, which may not be the same as the date on which the transaction was realised.

4.11.5. In the case of transactions in foreign currency there apply the provisions of articles 4.8.8-4.8.10 above.

4.11.6. The Bank is not contractually linked to the businesses for the purposes hereof and under no circumstances is it liable in the event of non-performance or deficient performance of obligations on the part of businesses and/or for any damages incurred by the Holder contractually and/or non-contractually, except if the law and/or the framework agreement for Payment Services provide otherwise.

4.11.7. The Bank may apply special offers and/or more favourable terms of use of the Card and/or additional capabilities (and modify and/or cancel same) at its sole discretion, informing the Holder thereof by any convenient means and observing the terms/deadlines provided in relevant legislation.

4.12. Holder Notification

The Holder is notified of the transactions made on his deposit accounts via his Card, as provided in the relevant legislation (as applying today) and in accordance with the provisions about periodic notifications of article 7.2 of the General Terms for Banking Transactions (Agreement).

4.13. Annual Subscription - Charges

4.13.1. The Bank may require a subscription for the use of the Card, after having first notified the Customer in writing within a reasonable period. The amount of such subscription is set by the Bank and may be readjusted upon notification to the Customer by any convenient means, e.g. via Account Statements and/or via personalised notification and/or via the Bank's Branch and/or via its website and/or in any other manner chosen in future by the Bank, and within the term given below, in article 4.14.

4.13.2. The Holder is additionally charged with expenses, fees, tax and duty concerning the use of the Card and other charges, on all or some of the transactions realised by using the Card; they are all listed in the Bank's Price List of Banking Services which is posted at the Bank's Branch and at its website. The Bank, taking into consideration market conditions, reserves the right to unilaterally modify the above charges, notifying the Holder thereof by any convenient means, as described in para. 4.14 below.

4.13.3. If he disagrees with the above changes, the Holder may terminate the present agreement as provided below, in article 4.15.

4.14. Modification of the terms of the Debit Card Agreement

Taking into consideration that the present debit card agreement is of indefinite duration, the Bank is entitled to modify its terms, as described in detail in article 7.4 of the General Terms for Banking Transactions (Agreement).

4.15. Termination of Debit Card Agreement - Cancellation of the Card

4.15.1. The present debit card agreement is of indefinite duration.

4.15.2. The Holder may terminate the present debit card agreement at any time by notifying the Bank in writing and returning the Card, broken diagonally, at any Branch of the Bank.

4.15.3. Except if otherwise specially provided herein, the Bank is entitled to terminate at any time the present debit card agreement by written notice, which produces effects after two (2) months have elapsed from its notification to the Holder.

4.15.4. The Bank is entitled to terminate the debit card agreement on material grounds, at any time, concurrently notifying the Holder in writing. Such material grounds for terminating the debit card agreement include, but are not limited to, the following:

- Violation of any term of the present debit card agreement, all of which [terms] are considered material.
- Closing of the Main Account or the other deposit Accounts of article 4.7 above, due to any reason.
- If the preconditions for the initial grant of the Card have changed, e.g. if it is ascertained that any particulars or the statement/warranty of the Holder concerning the particulars of his identity/identification and/or his financial status and/or his rights of legal action, have changed or were concealed or are or have become untrue or inaccurate in any manner.

- If there have occurred incidents of malicious use of the Card, e.g. if, indicatively, a suspicious transaction and/or fraud has been committed or is suspected in connection with the Holder's account or a transaction he has entered.
- If the Holder fails to comply with applicable legislation, including the Acts and Resolutions of the Regulatory Authority, regarding use of the Card and his accounts.
- Extended inactivity of the Card.
- Reasons of security/protection of the transactions.

4.15.5. Any termination of the General Banking Transaction Terms leads *ipso jure* to the dissolution of the present agreement.

4.15.6. The termination of the present debit card agreement entails *ipso jure* non-use of the Card by the Holder, who must refrain from any use thereof and return it, broken diagonally, to the Bank. Any use of the Card after termination of the agreement is subject to criminal prosecution. Up to delivery of the Card to the Bank, the Holder retains full liability for transactions realised with it.

4.16. Suspension of the Card's validity

4.16.1. The Bank is entitled at any time, towards limiting the risks it assumes, to suspend the validity of the Card on grounds of security/protection of the transactions and/or in the case of reasonable suspicion of illegal/unauthorised use of the Card and/or on other material grounds. Indicatively, the validity of Card may be suspended if orders for blocking or seizing [the accounts] and issued by public authorities or third parties are pending.

4.16.2. In this case, the Bank must immediately notify the Holder. If according to applicable legislation and/or on grounds of security the notification cannot be given before the suspension of the Card's validity, the Bank may notify the Holder within a reasonable term from effecting the suspension.

4.16.3. Any standing orders given by the Holder to the Bank shall not apply in the event of suspension of the Card's validity.

4.16.4. It is expressly agreed that the Holder has no claim for compensation in the event of sustaining damages due to suspension of the Card's validity.

4.16.5. The Bank lifts the suspension of the Card's use (or, if its use has been stopped, it issues a new one) when the grounds for the suspension/stoppage cease to apply, subject to the condition that the Holder is complying with his obligations as against the Bank.

4.16.6. For reasons of security, the Holder may, by applying in writing to the Bank, request from the Bank, subject to the corresponding charge, to notify him by telephone or electronic message (SMS) to his mobile phone if according to the Bank's judgement transactions are entered that constitute unusual use of the Card (e.g. withdrawals of amounts larger than those usually withdrawn by the Holder). The cost is notified to the Holder via the Bank's Price List of Banking Services which is posted at the Bank's Branch and at its website. The Holder acknowledges that the Bank may communicate with him at any time to confirm his particulars and the transaction entered, and he consents to the recording of the respective conversation.

4.17. Communication

Each written notice or notification based on the present agreement shall be addressed to the Bank and/or the Holder as per the provisions of article 7.1. of the General Terms for Banking Transactions (Agreement).

5. PAYMENT SERVICES FRAMEWORK AGREEMENT

A. PREAMBLE

5.1. Payment Services Terms

5.1.1. The present Terms (henceforth, "the Terms") govern the provision of payment services by the Bank, in its capacity as Payment Services Provider, to any transacting party effecting single and/or successive payment transactions in Greece or in another Member State of the European Economic Area, provided that any other provider of payment services is in the same place. In the event that the other provider of payment services is outside the European Economic Area, the terms of this chapter shall apply only to the part of the Payment Transaction carried out in Greece.

5.1.2. The Terms are agreed in application of Law 4537/2018 (Government Gazette, Series I, No 84, 15.5.2018), which transposed into Greek law Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on Payment Services in the Internal Market, amending Directives 2002/65/EC, 2009/110/EC and 2013/36/EU, and Regulation (EU) No 1093/2010 and repealing Directive 2007/64/EC (OJ L 337).

5.1.3. The Terms supplement the Deposit Terms above; in the event of conflict, they prevail over the latter, being further specified.

5.1.4. The present Terms have been formulated in the Greek language and the text thereof is the only binding text. Any translation into a foreign language is provided for the customer's convenience only. In the event of conflict between the foreign-language and the Greek text the Greek text shall prevail.

B. GENERAL SECTION

5.2. Definitions

The following terms shall have the meanings given in this article, irrespective of whether the term is used in the singular or the plural form.

5.2.1. **"Payment Account" or "Account"**: the account maintained at the Bank in the name of one or more Customers – payment services users; it is used for effecting payment transactions, as per the definition of term 5.2.2 of the present article, and is entered under one of the following categories:

- Savings Account
- Sight Account
- Management Account

Indicatively, loan accounts and open accounts do not come under the Payment Account definition.

5.2.2. **"Payment Transaction"**: every transaction initiated by the Customer (either by the Payer or on his/her behalf or the Payee) whereby he deposits, transfers or withdraws funds, irrespective of the underlying contractual relationship between Payer and Payee.

5.2.3. **"Payer"**: the person or legal entity holding an Account and allowing a payment order from that Account or, if there is no Account, the person or legal entity issuing a payment order.

5.2.4. **"Payee"**: the person or legal entity who is the ultimate recipient of funds under a Payment Transaction.

5.2.5. **"Customer"**: the person or legal entity making use of a Payment Service, as per definition 5.2.9 of the present chapter.

5.2.6. **“Payment Service Provider”**: the payment service provider referred to in Article 1 (2) and/or Article 34 of Law 4537/2018 (Government Gazette, Series I, No 84, 15.05.2018).

5.2.7. **“Funds”**: banknotes and coins, scriptural money and electronic money.

5.2.8. **“Consumer”**: a person who is not acting under a professional capacity or for commercial or business purposes when making use of a payment service.

5.2.9. **“Payment Services”**: the following business services provided by the Bank:

- (a) Services enabling cash deposits/withdrawals to/from an account held in the name of the Customer, and used for the execution of Payment Transactions, including all actions required for maintaining the Payment Account.
- (b) Direct Debit Services.
- (c) Credit Transfer Services, i.e. transfers of funds to a Payment Account opened by the Customer at the Bank or another Payment Services Provider.
- (d) Incoming and outgoing domestic/cross-border remittances
- (e) Payment Initiation Services.
- (f) Account Information Services.

The present terms do not apply for Payment Transactions excluded from the scope of application of Law 4537/2018, such as:

- Payment Transactions based on cheques, bills of exchange or notes, travel and postal checks and other value documents, as referred to in the above mentioned relevant legislation,
- Payment Transactions performed within the system of payment or settlement of securities among adjusters, main contracting parties, clearing houses and/or central banks and others participating in the system and payment service providers.
- Payment Transactions related to asset servicing comprised of securities, including payment of dividends, income or other allocations, or redemption or sale by the persons referred-to in the preceding paragraph or by investment service providers, banks, cooperative credit institutions, management companies, undertakings for collective investment in transferable securities, asset management companies providing investment services and any other entities allowed to have the custody of financial instruments.

5.2.10. **“Remittance Service”**: a Payment Service whereby funds are received from the Payer, without any Payment Account being opened in the name of the Payer or Payee, for the sole purpose of transferring the corresponding amount to a Payee or to another bank acting on behalf of the Payee, and/or whereby such funds are received on behalf of the Payee and made available to him.

5.2.11. **“Payment Initiation Service”**: a Payment Service whereby a payment order is initiated at the Customer’s request in relation to a payment account maintained with another Payment Service Provider.

5.2.12. **“Account Information Service”**: an online service to provide aggregated information on one or more payment accounts maintained by the Customer in the Bank or one or more other Payment Service Providers.

5.2.13. **“Standing Order”**: an order given by the Customer to his bank for periodical fund transfers to one of his own accounts or to a third-party account.

5.2.14. **“Credit Transfer”**: a Payment Service for crediting a Payee’s Account with a Payment Transaction or a series of Payment Transactions from a Payee’s Payments Account via the Payment Service Provider, which maintains the Payer’s Payments Account, upon payer’s order.

5.2.15. **“Payment Order”**: Any instruction given by the Payer or the Payee to the Payment Service Provider for the execution of a Payment Transaction.

5.2.16 **“Direct Debit”**: the Payment Service under which the Payer’s Payment Account is debited when the Payment Transaction is initiated by the Payee on the basis of the Payer’s consent to the Payee, the Payee’s Payment Services Provider or the Payer’s Payment Services Provider himself.

5.2.17. **“Cut-off Time”**: the latest point in time which the Bank, acting either as the Payer’s bank or the Payee’s bank, has set for receiving a Payment Order.

5.2.18. **“Interest Value Date”**: the reference date specified by the Payment Services Provider for commencing calculation of interest on Funds debited from/credited to a Payment Account.

5.2.19. **“Availability Value Date”**: the date on which the amount deposited in the Payment Account is made available to the Beneficiary of the Account.

5.2.20. **“Reference Exchange Rate”**: the exchange rate used as the basis of calculation for currency conversions. It is made available by the Payment Services Provider or is derived from a publicly available source.

5.2.21. **“Reference Interest Rate”**: the interest rate used as the basis for calculating interest; it is derived from a publicly available source and can be verified by both parties to a payment service contract.

5.2.22. **“Unique Identifier”**: a combination of letters, numerals or symbols, which the Bank provides to the Customer and which he must transmit to identify unambiguously the other Customer and/or his Payment Account in a payment transaction

5.2.23. **“Payment Instrument”**: any personalized mechanism and/or set of procedures agreed between Customer and Payment Services Provider and used by the Customer to initiate a Payment Order.

5.2.24. **“Verification of authenticity”**: the procedure which enables the Bank to verify the use of a specific Payment Instrument, including its individual security elements.

5.2.25. **“Service Channel for Payment Order Execution”**: Any procedure/means/method offered by the Bank and selected by the Customer to execute his Payment Orders.

5.2.26. **“Means of remote communication”**: any means which may be used for the conclusion of a framework agreement without the simultaneous physical presence of the Bank and the Customer (e.g. telephone, fax, etc.).

5.2.27. **“Business Day”**: a day on which the relevant Payment Services Provider of the Payer or of the Payee involved in the execution of the Payment Transaction is open for business, so that the Payment Transaction can be executed.

5.3. Payment Service Charges

5.3.1. The Bank does not charge the Customer for providing the information stated in Law 4537/2018 prior to and after providing the Payment Service, as described in term 5.7 below.

5.3.2. The Bank reserves the right to impose charges that are reasonable and reflect the actual cost which the Bank incurs if it provides additional information or provides information on a more frequent basis or transmits information by means other than those provided in the present Terms when so

requested by the Customer, whereupon the Customer is notified of the Bank's Banking Services Price List, which is posted at the Bank's Branch and at its website (given in the Preamble hereof).

5.3.3. In addition, if:

- (i) the Bank refuses, on adequate grounds, to provide the Payment Service, as per term 5.9;
- (ii) the Customer revokes a Payment Order transmitted to the Bank after the deadline agreed, as per term 5.10; and
- (iii) the Customer uses a wrong Unique Identifier, as per term 5.11,

the Bank reserves the right to impose charges upon the Customer, and the Customer is notified thereof via the Bank's Banking Services Price List, which is posted at the Bank's Branch and at its website.

5.3.4. Each modification of any charges is notified to the Customer via the Bank's Banking Services Price List within the deadline set in term 7.4 hereof.

5.4. Interest rate - Reference rate - Currency parities

5.4.1. The corresponding credit or debit interest will be calculated for every amount credited or debited to the Customer's Account. The interest rate applying to the Account each time is notified to the Customer via the Interest Rate Table, which is posted at the Bank's Branch and/or at its website.

5.4.2. Each change in the Account's interest rate is notified to the Customer and/or via the Account statement and/or personalised notification and/or via the Bank's Branch and/or via its website or in any other manner to be deployed in future by the Bank, within the deadline of term 7.4 hereof.

5.4.3. If a Payment Transaction is requested in a currency other than the currency in which the Customer's Account is maintained, a currency conversion shall be made on the basis of the Bank's reference exchange rate, as applicable on the day and time of receipt of the payment order. With regard to payments received by the Customer as the Beneficiary, currency conversion will be made on the basis of the Bank's current reference rate on the day and time when the Account is credited. Information on reference exchange rates shall be received by the Customer from the Price Bulletin posted at the Bank's Branch or by any other available means (e.g. from the Bank's website or the websites of financial newspapers).

5.4.4. Any change in interest rates or currency parities that is in favour of the Customer is effected without the notification provided in term 5.4.2.

5.4.5. If there is applied and agreed a Reference Interest Rate or a Reference Exchange Rate, then the change in the interest rate or the currency parity (respectively) is applied immediately, without prior notice to the Customer.

5.5. Payment currency

Payment Transactions are effected in Euro, in the currencies of EU member-states that have not adopted the Euro and/or any other currency, subject to the conditions set forth herein.

5.6. Payment Orders

5.6.1. Receipt of Payment Order / Cut-off Time

5.6.1.1. The Bank determines a "Cut-Off Time", being a time near the end of the business day, beyond which any Payment Order received by the Bank is considered as having been received on the next business day. The cut-off time, as applying each time, is notified to the Customer via the Bank's Banking Services Price List, of which an updated version is provided to the Customer via the Bank's Branch and/or website and covers each Payment Transaction.

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Registration Number of Hellenic Business Registry: 003664201000, LEI Code: 2138008NSD1X1XFUK750
Tax Registration No: 099369013, Athens Tax Office for Societes Anonymes
32 Aigialeias Str. & Paradissou, 151 25 Maroussi, Greece • Tel. +30 210 81.73.000 • Fax. +30 210 81.73.101

5.6.1.2. If the Customer initiating the Payment Order and the Bank agree that the execution of the Payment Order commences

- on a specific day; or
- at the end of a specific period; or
- on the day on which the Payer will have made funds available to the Bank; then,

the Cut-Off Time is considered that agreed day. If the agreed day is not a business day for the Bank, the Payment Order received is considered as having being received on the next Business Day.

5.6.2. Execution of Payment Order - Transferred and Received Payment Order Funds

5.6.2.1. The Customer's order is considered as having been executed when the Payer's Payment Services Provider, the Payee's Payment Services Provider and any entities mediating between them have effected the Customer's instructions, in application of Law 4537/2018 and the contract terms agreed between the Customer and the entity involved each time.

5.6.2.2. In the context of executing the Order as above, the Bank (acting as the Payer's Payment Services Provider), the Payee's Payment Services Provider, and any entities mediating on their behalf, transfer the entire amount of the Payment Transaction without deducting therefrom the charges under term 5.3 above or any other charge to apply in future.

5.6.2.3. The Payee and the Bank (acting as the Payee's Payment Services Provider) agree that the latter may deduct its charges from the amount being transferred before it is credited to the Payee's Account, or credit the funds to the payee's Account and then make the charge, as per the Bank's Banking Services Price List applying each time. In this case, the full amount of the Payment Transaction and the charges appear separately in the information provided to the Payee.

5.6.2.4. The Bank (acting as the Payer's Payment Services Provider) ensures that the Payee's bank receives the full amount of the Payment Transaction initiated by the Payer.

5.6.3. Time of execution - Interest Value Date - Funds' Availability Value Date

5.6.3.1. The Bank (acting as the Payer's Payment Services Provider), ensures that after the Cut-Off Time, as per term 5.6.1 above and the applicable time limits (cut-off time of the Payment Transaction), when the Payment Transaction is executed in Euro, the amount of the Payment Transaction is credited to the account of the Payee's Payment Services Provider at the latest at the end of the next business day after the Payment Order was received.

5.6.3.2. The deadline of the above term may be extended by one (1) additional Business Day in the case of Payment Orders initiated pursuant to instructions given by the Payer in written form.

5.6.3.3. The Bank (acting as the Payee's Payment Services Provider) renders available, and treats as interest-bearing (if so provided), to the Payee's Account the amount of the Payment Transaction, immediately after confirming that the amount has been credited to its account.

5.6.3.4. When the Customer is a Consumer and deposits funds in Euro into a Payments Account he maintains at the Bank, the latter ensures that the amount is rendered available immediately after receiving the amount and with the respective value date. When the Customer is not a Consumer, the amount is made available by the Bank with the interest value date (if provided) being the next Business Day at the latest and availability being immediately upon receipt, except if there is another agreement between Bank and Customer.

5.6.3.5. If the execution of a Payment Transaction requires the Bank to convert a currency between the Euro and another currency of a Member State of the European Union, the Bank is obliged to

transfer the full amount of the order to the Payee's Payment Service Provider or, if applicable, to its correspondent, by the end of the fourth (4th) Business Day upon receipt, with a value date on the day on which the amount of the order was actually charged to the Customer.

5.6.3.6. If the order is given via the Bank's alternative networks, there apply the special provisions of the related Agreements concerning alternative networks.

5.7. Customer notification upon providing Payment Services

The Bank notifies the Customer about single and successive Payment Transactions, as described below:

5.7.1. As long as the present Terms remain in force, the Customer is at all times entitled to ask the Bank for a copy thereof.

5.7.2. Before the execution of a single Payment Transaction covered by the present Terms and initiated by the Payer, the Bank provides, following a request by the Payer, the following information about the specific Payment Transaction:

- last deadline for execution;
- charges that the Payer must pay;
- if applicable, analysis of the subsidiary items of any charges levied.

5.7.3. After charging the Payments Account of the Payer with the amount of a single Payment Transaction or when the Payer is not using an Account after receiving a Payment Order, the Bank (acting as the Payer's Payment Services Provider) provides to the Payer, via its branch or by any other means to be approved in future by the Bank, the following information:

- (a) reference particulars enabling the Payer to identify each Payment Transaction and, if required, information about the Payee;
- (b) the amount of the Payment Transaction in the currency in which the Payer's Account is charged or in the currency used in the Payment Order;
- (c) the amount of any charges on the Payment Transaction, and, if applicable, an analysis of such charges or the interest that must be paid by the Payer;
- (d) if applicable, the exchange rate used in the Payment Transaction by the Payer's bank and the amount of the Payment Transaction after the currency conversion; and
- (e) the value date of the account debit or the date on which the Payment Order was received.

In addition, the Payer is periodically notified in writing of his Payment Transactions, via the Account Statement sent by the Bank to the address he has stated to the Bank, every three months at minimum, subject to the terms and conditions provided in term 7.2 below.

5.7.4. After executing a single Payment Transaction, the Bank (which provides the Payment Services as the Payee's Payment Service Provider) makes available to the Payee, following a request on his part, via its branch or by any other means to be approved in future by the Bank, the following information:

- (a) a reference enabling the Payee to identify the Payment Transaction and, if applicable, the Payer, as also any information transmitted with the Payment Transaction;
- (b) the amount of the Payment Transaction in the currency in which the Payee's Account is credited;
- (c) all charges on the Payment Transaction, and, if applicable, an analysis of such charges or the interest that must be paid by the Payee;
- (d) if applicable, the exchange rate used in the Payment Transaction by the Payee's bank and the amount of the Payment Transaction before the currency conversion; and
- (e) the value date of the crediting.

In addition, the Payee is periodically notified of his Payment Transactions, via the Account statement sent by the Bank to the address he has stated to the Bank, every three months at minimum, subject to the terms and conditions provided in term 7.2 below.

5.8. Approval of Payment Orders

5.8.1. Consent and revocation of consent.

5.8.1.1. A Payment Transaction is considered approved only if the Payer has consented to its execution.

A Payment Transaction can be approved by the Payer:

- either before its execution;
- or after its execution, if there is in force a special written agreement between the Payer and the Bank.

5.8.1.2. The consent for execution of each single Payment Transaction or successive Payments Transactions is given in the form agreed between the Payer and the Bank. The form of the consent for each Payment Transaction is determined in the Special Section of the present Terms.

5.8.1.3. The Payer is entitled to revoke his consent at any time, but not later than the point in time when there commences irrevocability, as per the provisions of term 5.10. The Payer is entitled to revoke his consent for the execution of a series of future Payment Transactions, whereupon each future Payment is considered as not having been approved.

5.8.2. Customer's obligation to report non-approved or erroneous Payment Transactions.

The Customer is entitled to request restoration of losses he incurred only if:

- he has notified the Bank, not unduly late, that he has become aware of a non-approved or erroneously executed Payment Transaction, which constitutes grounds for a claim for compensation;
- the notice was given not later than at the end of the following month from the date of receipt of the relevant information from the Bank; or
- if the Customer is a Consumer, or the notice was given at the latest within a term of thirteen (13) months from the date his account was charged.

5.8.3. Bank's liability for non-approved Payment Transactions

Subject to term 5.8.2 above, in the case of a non-approved Payment Transaction, the Bank (acting as the Payer's Payment Service Provider - but also in the event that the Payment Transaction has been initiated by a third Payment Service Provider) returns to the Payer, not unduly late and following an investigation, the amount of the non-approved Payment Transaction and, if applicable, restores the Payments Account that was charged to its former position. The Bank is also liable for any charges imposed on the Customer for the execution of the Payment Transaction, in the event that the Customer is a Consumer, and any interest accruing to him as a result of non-execution or incorrect, including delayed, execution thereof. The Bank has no further liability for damages, such as restoring any further positive or consequential damages or indirect damages or lost profits of the Customer for any reason whatsoever.

5.8.4. Payer's liability for non-approved Payment Transactions

The Payer is liable for all damages relating to each non-approved Payment Transaction, if such damages are due to:

- fraud; or
- failure to meet one or more of his obligations as per the provisions of term 5.8.2, due to fraud or gross negligence.

5.9. Bank's refusal to execute a Payment Order

5.9.1. The Bank is entitled to refuse or to delay execution of a Payment Order in the following cases:

I. Incoming Payment Orders

- there is suspicion of an illegal transaction;
- the credit Account is not used correctly according to the Bank's judgement and applicable legislation;
- there is no confirmation that the amount of the Remittance has been received;
- the Unique Identifiers given by the Customer to the Bank are erroneous or incomplete;
- if so requested by the competent supervisory or judicial authorities.

II. Outgoing Payment Orders

- there is no balance available in the Account being debited;
- the Daily Transactions Limit that the Bank may have determined and notified to the Customer has been exceeded for the specific transaction and the specific medium via which it is executed (e.g. card, via alternative networks, etc.);
- there is suspicion of an illegal transaction;
- the Account is not used correctly according to the Bank's judgement and applicable legislation;
- the Unique Identifiers given by the Customer to the Bank are erroneous or incomplete;
- if so requested by the competent supervisory or judicial authorities.

If the Bank refuses to execute a Payment Order, the refusal, and if feasible the grounds for refusal and the procedure of correcting any errors that led to the refusal, are notified to the Customer, except if this is prohibited by other provisions of the legislation.

This notification is made, or made available, to the Customer by the Bank:

- in writing or in any other form selected in future by the Bank;
- as soon as possible, and in every case within the deadlines given in term 5.6.3.

If the reasons for the suspension cease to exist, the Bank shall, on a case-by-case basis, either withdraw the suspension or replace the payment instrument, subject to any special conditions governing its use and after prior notification to the Customer.

5.9.2. A Payment Order which the Bank refuses to execute is considered as not having been received.

5.10. Revocation of a Payment Order

5.10.1. Each Order for the execution of a Payment Transaction initiated by the Payer is rendered irrevocable upon its reception by the Bank.

5.10.2. In the case of term 5.6.2 hereof, the Customer is entitled to revoke the Payment Order at the latest by the close of the Business Day preceding the agreed day.

5.10.3. If the Payment Transaction is initiated by a third Payment Service Provider, or by or through the Payee, the Customer does not revoke the Payment Order after giving the Third Provider his consent to initiate the Payment Transaction or after giving his consent to execute the Payment Transaction in favor of the Payee.

5.10.4. In the opposite case, the Bank must either contact the payee, when the payment is to the Bank, or otherwise contact the other Payment Service Provider, in order to obtain their consent for cancelling the initial transaction and essentially execute a reverse order. A similar procedure is also applied in the case of changes in the order (e.g. a change in the appellation of the payee, etc.). In this case the Bank is entitled to impose on the Customer the charges set out in the relevant Price List.

5.11. Unique Identifier - Bank's Liability as Payer's Bank or as Payee's Bank

Optima bank S.A., Regulated by the Bank of Greece (License No: 52/2/17.12.99)
Registration Number of Hellenic Business Registry: 003664201000, LEI Code: 2138008NSD1X1XFUK750
Tax Registration No: 099369013, Athens Tax Office for Societes Anonymes
32 Aigialeias Str. & Paradissou, 151 25 Maroussi, Greece • Tel. +30 210 81.73.000 • Fax. +30 210 81.73.101

5.11.1. In order for the Customer to be able to effect any Payment Transaction, he must provide to the Bank (acting as the Payer's Payment Service Provider) the Unique Identifier required for effecting the specific Payment Order. The Unique Identifier is described in the Special Section of the present Terms, it not being excluded that the Bank can ask the Customer to provide additional information and any other particular required under any specific terms concerning the Bank's Payment Services and any information required by the legislation and/or the directives of the regulatory authorities.

5.11.2. The Bank is required to execute the Customer's Payment Order in accordance with his instructions or, in the case of Direct Debit, in accordance with the instructions of the Payee or his Payment Service Provider and is relieved of any liability as long as he has closely followed them. If the Customer is a Payee, the Bank executes the order received from the payer's Payment Service Provider and, in case of a Direct Debit, correctly transmits the order to the Payment Service Provider of the latter.

5.11.3. The Bank (acting as the Payer's bank) provides the Payment Services based on the Unique Identifier, without being obligated to verify it or check its accuracy. If the Customer provides an erroneous Unique Identifier, the Bank is not liable for the execution of the Order correctly or in due time, but makes every reasonable effort to recover the Funds of the Payment Order. In this case, the Bank is entitled to levy charges for the actions it undertook to recover the Funds, as per term 5.3.2. If the Customer submits additional information the Bank is liable only for the execution of Payment Transactions, using the Unique Identifier provided by the Customer.

5.11.4. If the Payment Transaction is executed by the Bank with the unique identifier each time, it is considered as having been executed correctly as regards the Payee whose name is written in the Unique Identifier.

5.11.5. Subject to term 5.11.3 above, if the amount of the Payment Order has been received by the Bank (acting as the Payee's bank) but the payment was not executed correctly (by the Bank), then the latter must correct the error and make the amount available to the Payee.

5.12. Right to refund

5.12.1. If the Customer is a Consumer, he is entitled to claim refund of the full amount of an authorized and already executed Payment Transaction in euro or in a currency of another Member State of the European Union and crediting of this amount to his Account if the Payment Transaction was initiated by or through the Payee (Direct Debit) and has already been executed. This right is granted provided that the amount of the Payment Transaction, on one hand, had not been precisely determined by the Customer at the time of the approval of the Payment Transaction and, on the other, it exceeds the amount reasonably expected by the Customer taking into account his previous expenses and the relevant circumstances. At the request of the Bank, the Customer will prove that the above two conditions are met and, in this context, will provide the Bank with all the details relating to his request, which show that said conditions are met. The Customer may not rely, in order to prove that the condition concerning the exceedance of the amount he would reasonably expect, to exchange-rate reasons if an agreed exchange rate has been applied. Nor is he entitled to claim refund of any such sums, if he has given his consent to the execution of the Payment Transaction directly to the Bank and, as the case may be, the information on his future Payment Transaction was provided or made available to him in writing at least four (4) weeks prior to the repayment date either by the Bank or the Payee.

5.12.2. Without prejudice to the last subparagraph of term 5.12.1 above, the Customer-Consumer furthermore reserves the unconditional right to refund money within the time limits set out in points 5.12.3. and 5.12.4. pursuant to Regulation (EU) No 260/2012 concerning direct debits in euro within the European Union, in the event that any other Payee's Payment Service Provider is within the European Economic Area.

5.12.3. The Customer-Consumer must submit a refund request to the Bank within six (6) weeks from the date when the Account was debited with the amount claimed in the request.

5.12.4. Within 10 (ten) Business Days of the receipt of the refund request, the Bank is required to credit the entire amount of the executed Payment Transaction to the Customer's Account with a Valuation Date not later than the date on which it was debited with the amount, or duly refuse to process this request. If the Customer-Consumer does not accept the reason for the refusal, he may apply to the General Secretariat for Trade and Consumer Protection of the Ministry of Economic Affairs and Development or to the competent Alternative Dispute Resolution Entities. The Bank's right to reasonably refuse to process this request does not exist in the case provided for in term 5.12.2.

C. SPECIAL SECTION

5.13. The Special Section includes the special features of Payment Services, excepting those that are revised each time by the Bank and are included in the Banking Services Price List, the Interest Rate Table and the Price Bulletin as they apply each time.

I. CASH DEPOSITS - CASH WITHDRAWALS

Identifiers - Additional Information

1. Subject to the provisions of term 5.11, General Section, the current Identifier for a Customer issuing a Deposit Order has as follows:

Cash Deposits into a Payments Account via the Branch:

- Number of Payments Account
- Name and surname of the Holder of the Payments Account
- ID Card / Passport particulars of the Customer issuing a cash Deposit Order
- All particulars required for opening a banking account if the deposit exceeds the amount determined by relevant legislation each time.

2. Subject to the provisions of article 5.11, General Section, the current Identifier for a Customer issuing a Cash Withdrawal Order has as follows:

Cash Withdrawals from a Payments Account via the Branch:

- Number of Payments Account
- ID Card / Passport particulars of the Customer issuing a cash Withdrawal Order
- All particulars required for opening a banking account if the withdrawal exceeds the amount determined by relevant legislation each time.

Customer's Consent: Consent is provided by the Customer by signing the relevant form at the Bank's Branch.

Time of Order Reception: The time at which the order is received, is agreed to be the time at which the Customer signs the relevant form at the Bank's Branch.

Time of Execution: Deposit and withdrawal Orders are executed within the same business day subject to the Cut-Off Time limitations given in the Bank's Banking Services Price List applying each time and provided to the Customer.

II. CREDIT TRANSFERS - INCOMING ORDERS - OUTGOING REMITTANCES

Material features

- The outgoing credit transfer concerns the transfer of funds, once only or at regular intervals, following an order by the Customer, from the Customer's Payments Account to another Payments Account maintained by the same Customer or another person, within the Bank or at an European Economic Area member-state bank and/or according to the scope, by charging the Customer's Payments Account. If it is a case of a regular transfer order, then it is a standing order, the features of which are described below, in the relevant paragraph.
- The incoming credit transfer concerns the transfer of funds pursuant to the order of a third-party payer or another bank (within and outside the European Economic Area and/or according to the scope), by crediting the Customer's Payments Account.
- An outgoing remittance refers to a Payment Order of the Customer, whereby the Bank makes funds available to a third-party payee at the Bank or sends the funds to another bank in order for the latter to make it available to the Payee, without crediting his payments account.
- An incoming remittance refers to a Payment Order issued by a Payer or another bank in the name of the Payee, pursuant to which (order) the funds are transferred to the Bank, which makes same available to the Payee, without crediting his payments account.

Means of identification - Information for the correct execution of the order:

1. For an Outgoing Credit Transfer and an Outgoing remittance the Customer (as Payer) must provide to the Bank:

- the Payee's Account number or his IBAN (International Bank Account Number);
- the Payee's appellation and address;
- the Bank Identifier Code (BIC) of the bank at which the Payee's Account is maintained;
- any other particulars that the Payer wishes to transmit to the Payee together with the Payment Transaction, particulars that the Payee's bank may require, or particulars that may, depending on the case each time, be required under legislative or regulatory provisions, as per the provisions of article 5.11 of the General Section.

2. For an Incoming Credit Transfer and an Incoming Remittance the Payee notifies the Payer of:

- the Bank Identifier Code (BIC) of the Bank;
- his account number in IBAN form, this constituting a unique identifier;
- the full particulars of the Payee (ID Card/Passport No., Tax Reg. No., Home Address)

Customer's Consent: The Customer is considered as having consented to the credit transfer order or remittance execution when he has signed the relevant form at the Bank's Branch.

Time of Order Reception: The Credit Transfer order and the outgoing Remittance Order are considered valid as of the time at which the Bank receives them, with the Customer being physically present upon signing the relevant form at the Bank's Branch.

Time of Execution: For Credit transfers and remittance orders at the Bank, the orders are executed within the same business day as per the "Cut-Off Time" limitations given in the Bank's Banking Services Price List applying each time.

III. STANDING ORDERS - PAYMENTS TO THIRD PARTIES

Material features of Standing Orders and Payment Orders to third parties

- When the Customer's order (as Payer) is a standing order, this refers to repeated charges of the Customer's Account at set dates and of set amount, for attribution to a third party. The Payer must determine the periodicity of executing standing orders.
- In Payment Orders for payments to third parties, the Customer (as Payer) provides in writing or via telephone or by any other means that the Bank may make available in future, a payment order to the Bank, in order for the latter to pay the amounts the Customer owes to a Payee.

Means of identification - Information for the correct execution of the order

1. Standing Orders

In standing orders the Customer must provide to the Bank:

- Number of the Payments Account being debited;
- Payee's account number or IBAN;

- The date of first execution of the Standing Order;
- The frequency of execution of the Standing Order;
- The type of the Standing Order;
- The amount of the Standing Order; and
- Any reference specifying the payment.

2. Payments to Third Parties

In orders for payments to third parties the Customer must provide to the Bank:

- Number of Payments Account or IBAN to be Debited;
- The date of execution of the Payment;
- The amount of the payment;
- The payment code number applying each time, which specifies the payment and the opposite party - Payee;
- The IBAN of the Payee's Account.

Customer's - Payer's Consent: The Payer's consent is provided either by submitting the assignment, or in the form of an order, or in the form of an authorisation.

Time of Order Reception: The Assignment order, the Standing Order or the Payment Order for payments to Third Parties are considered valid as of the point in time at which the Bank receives same via the Branch through the Customer's physical presence there, when the Customer signs the relevant form of the Bank.

Time of Execution: Assignment Orders, Standing Orders or Payment Orders for payments to Third Parties are executed at the Branch within the same business day, as per the Cut-Off Times given in the Banking Services Price List applying each time.

IV. PAYMENT TRANSACTION INITIATION SERVICES / ACCOUNT INFORMATION SERVICES

1. The Customer may, in the framework of the Payment Services he receives from third party Payment Service Providers, initiate Payment Transactions through the latter by debiting his Account maintained at the Bank or to receive information about his Accounts maintained at the Bank, provided that the respective Third Provider Payment is identified vis-à-vis the Bank in accordance with applicable laws and regulations and that the Customer's Account for which access is requested is accessible online. The Payment Orders sent to the Bank (from the third Payment Service Providers) are executed as they had been given by the Customer directly to the Bank.

2. The Bank bears no responsibility whatsoever for the relationship between the Customer and the third Payment Service Provider, which is governed by the more specific terms and arrangements made between them.

3. The Bank has the right to refuse access to a third Payment Services Provider to Customer's Accounts for specific reasons, in particular in the event of unauthorized or fraudulent access or the initiation of a Payment Transaction or in the event of suspicion of an illegal transaction by informing the Customer with any appropriate means and, if possible, of the reasons for such refusal. If the reasons for the refusal of access cease to exist, the Bank restores access to the Account.

6. TRANSACTIONS VIA ALTERNATIVE NETWORKS

Upon offering the related service to the Customers, the specific terms and conditions governing the use of the Alternative Banking Transaction Networks service are given in the respective Agreements.

7. FINAL PROVISIONS

7.1. Communication

7.1.1. Each written notice/notification based on the present agreement shall be addressed:

- as to the Bank: to the Bank's Branch at 32 Aigialias & Paradisou Streets, Marousi 151 25, or any other address notified by the Bank to the Customer.
- as to the Customer: to the residence address/registered office (and/or electronic address) that he has supplied in the related Application.

7.1.2. The Customer reserves at all times the right to contact the Bank for any information/request, in the following ways:

- by submitting a written request at the Bank's Branch
- via fax (210-8173905 or 210-3279366)
- via e-mail (info@optimabank.gr)

7.1.3. In the event of a change in the Customer's address and/or his e-mail address, the Bank must be notified thereof in writing, without delay.

7.1.4. The Customer acknowledges that the Bank, in order to provide personalised or non-personalised information in the context hereof, is entitled to make use of all modern-day means of electronic transmitting of messages, such as e-messages, fax messages and/or telephone calls, and grants to the Bank irreversible authorization to use the e-mail address stated in the Application, in order for the Bank to notify him of any communication, information, notification, application, or notice in relation to him and / or the accounts and / or / the card/s, without the Bank being liable for non-culpable delays, defects, interruptions, etc. occurring upon the use of the aforementioned means of electronic transmitting of messages.

7.1.5. Telephone conversations between Bank and Customer are recorded by the Bank, to ensure the security of the transactions. The Customer hereby consents to, and permits, the recording of his above conversations with the Bank.

7.2. Information / Account

7.2.1. The Bank provides information to the Customer both during the pre-contractual stage (i.e. before entering into a business relationship with him) and during the business relationship. The pre-contractual information includes the products and services offered by the Bank from time to time and specific information about their features, terms and cost. For this purpose, the Bank makes available to the Customer, whether at its Branches and/or at its website, information booklets which offer outlines of the above information, tables of fees and expenses for the products and services, and a table listing the interest rates.

7.2.2. During the course of the business relationship, the Customer is notified in writing about the movement of his account (withdrawals, deposits, payments orders, etc.) via an Account Statement (henceforth, the "Account Statement"), which is sent to the address stated by the Customer at least every three months. The Account Statement includes reference data, which enable the Customer to identify each credit and/or debit entry in his account, as provided under legislative and/or regulatory provisions (indicatively, data concerning the payee and/or the payer, the amounts of the transactions in the currency in which the account was credited or debited, analysis of credit and debit entries and the interest due, if applicable the currency parity applied by the Bank upon the crediting/debiting and

the amount of the transaction after the currency conversion, and the value date of the credit or debit entry).

7.2.3. The Bank reserves the right to levy charges, which are reasonable and proportional to the actual cost it incurs, in the event of providing additional information or providing information on a more frequent basis or transmitting information by means other than those listed herein, following an application by the Customer, whereupon such charges are notified to the Customer via the Bank's Price List of Banking Services, which is posted at its Branch and at its website.

7.2.4. The above Account Statements are generated by the Bank's electronic system, in which are recorded all entries, so that the Customer can see that they constitute full evidence of his transactions, counter-proof being permitted. A request by the Customer to have his Account Statements reissued or re-sent carries a charge, as listed in the Bank's Price List of Banking Services. As to the elements that document the genuineness and execution of payments by the Customer, there apply the detailed provisions regarding Payment Services, above.

7.2.5. In every case, irrespective of the periodic notifications received by the Customer by post, the Customer may request at any time a statement of the movement of his account and/or full particulars about a specific transaction, from any Branch of the Bank.

7.2.6. If the Customer does not receive the relevant Account Statement within the period provided by the Bank, he must notify the Bank thereof by registered mail without fail, and in any event at least within thirty (30) days from the date of receiving the Account Statement by post. Otherwise, it is considered that the Account Statement was received, counter-proof being permitted. The same 30-day term applies in the case of the Customer receiving the computer-generated Account Statement from the Bank's Branch.

7.2.7. In the event of the Customer disagreeing with the content of this Account Statement, he must notify the Bank immediately, at the latest within thirteen (13) months from the date on which his account was debited, stating in detail the grounds for his disagreement.

7.2.8. In the context of article 7.1.4 above, the Bank may send to the Customer statement of his Account via e-mail, to the e-mail address that the Customer stated in his Application. .

7.2.9. The Bank may provide to the Customer a deposit book, if it deems so procedurally desirable. In this case, the Customer must present the deposit book at each deposit or withdrawal. The Customer must safeguard the deposit book diligently and immediately notify the Bank in writing in the event of theft or loss. Otherwise, the Customer is liable for every withdrawal after such loss or theft that is not due to an error on the part of the Bank upon checking the Customer's identity and/or legalization. After the account is closed due to any reason, the deposit book must be returned to the Bank so it can be cancelled.

7.3. Termination

7.3.1. The present agreement is of indefinite duration.

7.3.2. The Customer is entitled to terminate the present agreement at any time by written notice to the Bank, which produces effects after the lapse of one (1) month from its delivery to the Bank. The Customer may terminate the present agreement, without charge, if twelve months have elapsed since its signing. If the twelve months have not elapsed, the Bank reserves the right to levy a charge, which is notified to the Customer via the Bank's Price List of Banking Services.

7.3.3. Any charges levied upon the Customer are paid by him proportionately only up to termination of the present agreement.

7.3.4. The Bank is entitled to terminate at any time the present agreement, by written notice to the Customer, which produces effects after the lapse of two (2) months from its delivery to the Customer.

7.3.5. The Bank is entitled to terminate at any time the present agreement on material grounds, with a written notice to the Customer, without being required to observe the above 2-month term. Material grounds for terminating the agreement by the Bank constitute, *inter alia*, the violation of any term hereof, all of which are agreed as being essential, violation of the provisions of the law, etc.

7.3.6. Termination entails the closing of all accounts maintained by the Customer at the Bank and termination of every Supplement, Agreement and/or Special Terms applying between Bank and Customer, subject to the conditions provided in each one thereof.

7.3.7. Upon dissolution, any expenses and charges are rendered overdue and claimable, whereas any credit balance is transferred to an account and made available to the Customer, who is notified thereof, as provided in para. 3.2 above.

7.4. Amendment of the terms hereof

7.4.1. The Bank may amend provisions of the present agreement, on material and specific grounds. Each amendment to the terms is proposed by the Bank to the Customer:

- by personalised written notice to the Customer, which may be given via his periodic notifications or in any other convenient way; and
- at least two (2) months in advance of the proposed date of their enforcement.

7.4.2. If the Customer does not notify the Bank immediately, and at the latest before the proposed date of their [the amendments'] enforcement that he does not accept such amendments, he is considered as having accepted them.

7.4.3. If the Customer does not accept an amendment as above, he is entitled to terminate the present agreement as per the provisions of article 7.3 above.

7.4.4. Changes in items that of their nature are considered variable or are agreed as being variable do not constitute amendments.

7.5. Security for the Bank - Lien - Offsetting - Blocking Deposit Accounts

7.5.1. The Bank is entitled, at its reasonable and fair discretion, to request from the Customer to provide security for covering a credit limit or to increase the security he has already provided, if it is not sufficient, for any claim the Bank has against the Customer.

7.5.2. Each asset which the Bank has in its possession on behalf of the Customer constitutes a guarantee for fulfilment by the Customer of his obligations towards the Bank. In the event of the Customer being in default, if the security provided is not sufficient, the Bank is entitled to place a lien over the Customer's assets until the Customer meets his obligations.

7.5.3. Concurrently, the Bank is entitled, towards satisfaction of any claim deriving from any type of business relationship with the Customer, to offset it against any other counter-claim of the Customer, even if derived from remittances or deposits in another currency, only following a written notification to the Customer, as per the related provisions of the Civil Code. In every case, the

Customer acknowledges that the Bank will not be obligated to exercise any right of offsetting in order to satisfy its claims against the Customer from any cause.

7.5.4. Excepting cases where the law or a court decision so requires, deposits and accounts are not assigned, nor transferred, nor pledged to third parties other than the Bank, except only following the Bank's prior written consent thereto.

7.5.5. The Bank is entitled to block any account and/or other asset maintained by the Customer at the Bank, as per the provisions of applicable legislation, including legislation about preventing and detecting money laundering and financing terrorism.

7.6. Pre-contractual Information

7.6.1. The Customer, before proceeding with any action related to his Account(s), must be informed of the features of the transaction as they stand at that time, including, indicatively, applicable interest rates, expenses and currency parities, as per the Price List of Banking Services, the FX Price Bulletin and the Table of Interest Rates that the Bank makes available to him.

7.6.2. The Customer states, expressly and unreservedly, that he has received, before entering the contract, full and comprehensive information as to the subsidiary features of the Accounts and the Bank's services, as also of the present Agreement.

7.7. Various Provisions

7.7.1. The present agreement is construed in accordance with the principle of good faith and the code of ethics applying in banking transactions.

7.7.2. The present Agreement prevails over any prior understanding to the contrary concerning the terms and conditions of payment services and deposit terms between the contracting parties.

7.7.3. The Customer is entitled at any time, following a request to that effect, to receive a copy hereof.

7.7.4. Under no circumstances can the Bank's omission or delay in exercising legal or contractual rights be construed or considered as a waiver, even partial, of such rights.

7.7.5. The invalidity or invalidation of one of the terms hereof will not affect in any manner the status and binding nature of the remaining terms. Those general terms of transactions of which the insertion has been prohibited by act of the competent authority as per the definitions of applicable legislation on consumer protection, are considered *ipso jure* as not having been written.

7.7.6. In the event of *force majeure*, neither of the contracting parties will be held liable for failure to meet its contractual obligations due to the advent of such an occurrence.

7.8. Jurisdiction - Applicable Law

7.8.1. The present Agreement is governed by Greek Law, both as to matters of material content and as to matters of form and interpretation, and in particular by the Legislative Decree of 17-7/13.08.1923, "re: special provisions for incorporated companies", as applying each time.

7.8.2. In the case of any dispute or controversy created or deriving from the present Agreement, the competent courts will be the courts of Athens, to the jurisdiction of which the parties herein agree, without it being excluded that the dispute be brought before other courts that enjoy jurisdiction according to the law.

7.8.3. If the Customer is not satisfied by the quality of the Bank's products and services, he reserves the right to submit a complaint in one of the following ways:

- By completing the Complaints Form, available at any Optima bank Branch which is convenient to him
- By contacting the Optima bank Complaints Department either by calling on +30 210-8173695 or by e-mail on wearelistening@optimabank.gr
- By sending a letter to "Optima bank Complaints Department- 32 Aigialeias Str. & Paradissou, 151125 Maroussi.

The Bank is committed to reply to Customers' complaints within 45 days from the date a complaint is received, according to the provisions of BOG Governor's act 2501/31.10.2002

In the case the Customer is not satisfied by the response of the Optima bank, he may contact for the extra-judicial dispute resolution, the Hellenic Ombudsman for Banking-Investment Services (1 Massalias Str., 106 80 Athens, www.hobis.gr, Tel.: 10 4 40, 210 3376700 ,Fax: 210-3238821, E-mail: info@hobis.gr) as an Alternative Dispute Resolution entity ("ADR ") that is listed in the special register kept at the website of the Directorate-General for Consumer Protection and Market Surveillance.

7.9. Processing of Personal Data

The Bank, acting as Data Controller, collects, keeps and processes personal data of the Customer in accordance with the applicable European and national laws and regulations. The Customer declares that he has studied the document "Information of the Customers of Optima bank S.A. on the Processing of Personal Data in accordance with the General Data Protection Regulation (GDPR) "which he has understood and accepted. The above document is also available at the Bank's branches and posted on its website (www.optimabank.gr). This form specifies in detail the categories of personal data of the Customer processed by the Bank and their origin, processing purposes, the recipients of the data, their possible transmission to third countries outside the European Economic Area, any automated decision making process , the retention period of such data, the Customer's total rights to the protection of personal data concerning him, the way of protecting the personal data of the Customer and the contact details of the Bank for any questions the Customer may have regarding his personal data and for the exercise of his rights.

Place,

Date:

For the BANK

The CUSTOMER

STATEMENT

I hereby state that I have read, understood and unreservedly accept the General Banking Transaction Terms of the Optima Bank S.A. (Issue 3/09-08-2019) and that I have received a signed copy thereof.

Place:

Date:

For the BANK

The CUSTOMER