



General Terms and Conditions

For individuals¹

Copyright. HSBC France, Athens branch 2020. All rights reserved. No part of this document may be reproduced or stored on a system from which it can be recovered or sent in any format or using any medium, whether an electronic, mechanical, photocopying, recording or other medium, without the prior written consent of HSBC France, Athens branch.

¹ including micro-enterprises at the time of conclusion of the framework contract for payment services exclusively and only for the purposes of that framework contract governed by the provisions of law 4537/2018 and as defined therein

TABLE OF CONTENTS

PART I

GENERAL TERMS

PART II

TERMS FOR THE ISSUANCE AND USE OF AN HSBC VISA DEBIT CARD

PART III

ISSUANCE OF CREDIT LIMITS – OVERDRAFT LIMITS

PART IV

HSBC PHONE BANKING TRANSACTION TERMS AND CONDITIONS

PART V

TERMS FOR HSBC PREMIER CUSTOMERS

PART VI

TERMS OF THE HSBC ADVANCE SERVICE WITH REGARD TO THE REWARD SCHEME
FOR THE USE OF VISA GOLD ADVANCE CREDIT CARDS OF SECTION C OF PART V
OF THE TERMS.....

PART VII

FRAMEWORK CONTRACT FOR PAYMENT SERVICES (PAYMENT TRANSACTIONS)

PART VIII

TERMS FOR THE PROVISION OF INVESTMENT SERVICES TO RETAIL CUSTOMERS

PART IX

RENDERING INSURANCE INTERMEDIARY SERVICES FOR INDIVIDUALS

ATTACHMENT 1 GENERAL INFORMATION REGARDING THE PROTECTION OF DEPOSITS

PART I

GENERAL TERMS

It is recommended to the Customer to carefully examine these Terms as well as the terms and conditions of the account opening application and of any other product or service and ask for an independent legal or other advice, of his choice.

1. PREAMBLE

1.1 The following transactions terms and conditions together with this preamble, which, along with the framework contract for payment services governed by Law 4537/2018 (Government Gazette Issue A 84/15.05.2018), which is currently embodied in these terms and conditions or which may be provided separately in the future, constitute together with the relevant applications and the relevant separate agreements for payment instruments, the separate banking contracts and the Bank's price list, savings' and/or loans' interest rate tables, cut-off times for the Bank and/or for third parties, foreign exchange currency conversion cut-off times, which are available at the branches, the Bank's official website and via the Bank's HSBC Phone Banking service (through an agent and not through the Interactive Voice Response System) and the Bank's HSBC Online Banking service, as in force from time to time one single agreement and are agreed upon as essential (hereinafter the 'Terms') which govern the contractual relationship by and between the branch of HSBC France in Greece (hereinafter the 'Bank' or 'HSBC' or 'We', 'us' or 'our',) and the prospect or/and finally the counterparty customer and holder/beneficiary of account and/or credit card as well as any counterparty (third party) of the Bank in any separate agreement even without having an account with the Bank (hereinafter the 'Customer' or 'him' or 'his', irrespective of number or gender). It is noted that the Terms are applicable to all Customers including those of Advance, without prejudice of the special terms for Premier Customers. Customers are recommended to read the Terms and keep them secure. The Greek text of the Terms is the only binding and prevailing version for the Bank and the Customer and any translation / rendition of the Terms in another agreed upon language is provided merely for information purposes. The Customer acknowledges that the Greek text of the Terms prevails any translation / rendition in another language. In all cases, the Customer, at any time during his contractual relationship is entitled to request and receive a copy of the Terms as well as information and the contractual terms related to payment services in a hard copy or on another durable medium.

The Customer declares that he is aware that HSBC France is a subsidiary of HSBC Holdings plc. HSBC France is incorporated under the laws of France as a société anonyme (SIREN number 775 670 284 RCS Paris), having its registered office at 103, avenue des Champs-Élysées, 75008 Paris, France.

HSBC France is based in Paris and supervised by the European Central Bank (ECB), as part of the Single Supervisory Mechanism (SSM), the French Prudential Supervisory and Resolution Authority (l'Autorité de Contrôle Prudentiel et de Résolution 61 rue Taitbout, 75436 Paris) (ACPR) as the French National Competent Authority and the French Financial Markets Authority (l'Autorité des Marchés Financiers (AMF) for the activities carried out over financial instruments or in financial markets. Further, HSBC France is registered as an insurance broker with the French Organisation for the Registration of financial intermediaries (Organisme pour le Registre unique des Intermédiaires en Assurance, banque et finance – www.orias.fr) under nr.07005894.

For more information about HSBC France please visit the HSBC France website at www.hsbc.fr.

HSBC France is lawfully established in Greece as a branch, duly registered with the General Commercial Registry (GEMI), with registered office at 109-111 Messoghion Ave., Athens. HSBC France, Greek branch is authorized by the ECB, the ACPR and the Bank of Greece; its banking activities in Greece are further subject to limited supervision by the Bank of Greece (21 Eleftheriou Venizelou, Athens) and the Hellenic Capital Market Commission (1 Kolokotroni, Athens) exclusively with regard to the issues provided for by the applicable legislation. BIC/SWIFT number MIDLGRAA and the website www.hsbc.gr are used by the Greek branch of HSBC France.

The Bank adheres, inter alia, with the Code of Conduct in accordance with law 4224/2013 as applicable and amended from time to time by the decision of the Credit and Insurance Committee of the Bank of Greece.

1.2 HSBC France is a member of the French Deposit Guarantee Scheme, Fonds de Garantie des Dépôts et de Résolution (FGDR). Accordingly, to the extent that your deposit is covered, your deposit will be covered by the FGDR.

The FGDR pays compensation in respect of eligible deposits, if a FGDR member is no longer able to repay its customers' deposits. The FGDR protects eligible bank deposits up to the maximum amount of €100,000 (as at the date of this letter) per depositor per credit institution. In case of a joint account, the limit of €100,000 applies to each joint account holder separately. In particular, the balance of the joint account is equally shared between the joint account holders, the share allocated to each joint account holder is added to each joint account holder's individual accounts and deposits, and the limit of €100,000 applies to that total.

More detailed information on the FGDR is available in **Attachment 1** hereto informative sheet regarding protection of deposits.

Further information about the compensation provided by the FGDR can be obtained from FGDR official website at: www.garantiedesdepots.fr.

- 1.3 The Bank's parent company is HSBC Holdings plc registered England and Wales (HSBC Holdings plc and all other subsidiaries or affiliates shall hereinafter be referred to as the 'HSBC Group').
- 1.4 The Bank may engage in all banking activities provided for by Law 4261/2014 as in force, and shall provide all main or ancillary investment services provided for by Law 4514/2018 "on markets in financial instruments and other provisions", as in force. Bank operations and the provision of investment services shall be governed by the Code of Banking Ethics published by the Hellenic Bank Association and the Investment Firm Rules of Conduct, as in force from time to time.
- 1.5 The Customer acknowledges that amendments to the Terms and of the framework agreement for payment services which today is embodied in the Terms, may take place and are effective immediately as a result of: decisions of the Administrative, Financial or Monetary Authorities of Greece or the EU; more wide-ranging legislative or regulatory provisions and arrangement or changes in general banking methods; systemic and procedural changes in the Bank; policy and guiding lines by HSBC Group especially related to HSBC Group or any and every member of the HSBC Group compliance towards relevant authorities, changes in market conditions; being favourable to the Customer; attempting to provide a clearer wording of the Terms or improve the Bank's services; or, finally, decisions of the Bank itself.

Without prejudice of above cases of immediate effect, in case of the Bank's unilateral amendment of the terms and without prejudice of the hereunder referred under term 1.7 the Bank shall provide the Customer with a time frame of at least thirty (30) days within which the latter can accept or not the unilateral amendment of the terms and the effective date of the new terms

shall be pre-announced. The commencement of validity may not come into effect prior to the lapse of the said time frame for acceptance or non-acceptance of the new terms. In all cases the Bank notifies the Customer on a personalised basis on the new terms deriving from the amendments without such a notice to relate in cases where the main characteristics of the operation of the contractual terms on their initial and henceforth implementation are determined with clarity.

The information / notifications to the Customer for the change are made either through relevant written notification or through statements or through a relevant letter of the Bank and/or announcement in branch and/or uploaded at the Bank's website or/and through press announcement and/or through any appropriate at the Bank's discretion, to that aim mean which shall be binding on the Customer, unless the Customer objects to them in writing at a Bank's branch within the time frame provided and before the new terms come into effect. If, the Customer objects to the new terms, this entails the termination of his business relationship with the Bank within the said time frame, in which case the Customer will not be bound by the new terms. In case the Customer does not accept the new terms the time of submitting his objections is deemed as the time of his termination of every contractual relationship along with that of the framework contract which in turn entails the closure of all accounts with the consequences mentioned in these Terms including the framework contract. Otherwise, if the Customer does not object within the specific timeframe he is deemed to have accepted the new terms.

1.6 The Customer hereby acknowledges that where there are amendments to terms of the Bank's framework contract for payment services and the Bank services' price list and/or interest rates and/or the cut-off times tables of the Bank and/or third parties and/or currency conversion cut-off tables, the notice or announcement shall be provided using the media cited under paragraph 1.7 and 1.5, two (2) months prior to the commencement of enforcement and the Customer hereby declares that in case he does not object within the two months' period, his non-objection is deemed as acceptance of the new terms. In any case, the Customer objects in writing at a Bank's branch within the provided for period of time prior to the commencement of enforcement of the new terms this entails the, from his part, termination of any contractual relationship with the Bank, within the said time period, without being bound by the new terms. Where the Customer does not accept the new terms, the time when his objection is stated shall also be considered as the time when he terminates the framework contract for payment services and shall entail the closing of his account(s) pursuant to the Terms and those of the framework contract for payment services. The Customer accepts that the changes in the interest or foreign exchange rates may be applied immediately and without notice since the changes are based on the reference interest or exchange rates agreed upon. The Customer is informed of any change in the interest rate at the earliest opportunity. However, changes in interest or exchange rates which are more favourable to the Customer apply without notice.

1.7 The amendments of the Terms including any amendments in respect to the payment services framework contract which is today embodied in the Terms, are pre-noticed as per case and are notified to the Customer by the Bank and are binding for the Customer via the Bank's price list where in any case amendments of the Bank's fees/charges/expenses are notified which is available according to the hereunder mentioned and/or through a relevant announcement in all branches of the Bank and/or uploaded at the Bank's website (www.hsbc.gr) and/or through press release or/and any other appropriate to this end mean, at the Bank's discretion, already accepted hereby by the Customer, or/and in the periodical information of the Customer by the Bank on a separate basis, through messages in statements received in any form, by post or electronically and at the time these are received or/and through relevant letter of the Bank. In case of change of account interest rates such are notified in the Bank's price list as such is available and accessible by the Customer at the Bank's branches and official website (www.hsbc.gr) as well as via the Bank's services, HSBC Online Banking and HSBC Phone Banking (through an agent and not the Interactive Voice Response- IVR system). The Customer acknowledges that due to any amendments of the Bank's price list, account interest rates and

financing interest rates, cut off times for the Bank and/or third parties, currency conversion cut off times constitute an integral part of the Terms including the payment services framework contract, he/she must be informed prior to any transaction through any of the above communication channels. Any, partial or in total annulment of one or more of the terms of the General Terms and Conditions including the framework contract as in force by virtue of any amendment of legislation and/or decisions of any competent authorities does not affect the validity of all other remaining terms or any contractual relationship by and between the Bank and the Customer.

2. CUSTOMER – BANK RELATIONS

- 2.1 Business relations between the Customer and the Bank are based on mutual trust, confidentiality and is covered by the professional and special banking secrecy. Also, the Customer provides his consent in respect to the notification of confidential data and information related to him which are covered and governed by the banking secrecy regime whilst the Customer acknowledges that he can revoke at any time this consent by terminating in this way the contractual relationship with the Bank.

The Bank has at the Customer's disposal its organisational structure for executing his various mandates and the Customer undertakes the obligation, prior to and at the beginning of the relationship and during the whole duration of the contractual relationship, to provide the Bank with the required by law and relevant decisions of the Bank of Greece or any other competent authority and the Bank's resolutions, at the latter's absolute discretion, documents, particulars and data determined or deriving from respective legislation and from the Bank of Greece's Decision No. 281/17.3.2009 as in force at the time, especially after the under no 2652/2012 decision of the Bank of Greece and any other competent authority or even the Bank's, in relation to the identification and verification of the Customer's identification particulars, economic, financial, tax, demographic and other data of the Customer, either by submitting the original or certified copies of valid public documents (e.g. ID or passport etc.).

The Customer hereby accepts that the identification and verification of his ID particulars, his economic, financial, tax, demographic and other data must be made prior to the entering into and in any case during the whole duration of the contractual relationship or/and prior to the performance of any transaction and he unconditionally and unreservedly undertakes the obligation to provide the Bank with any additional data and documents (including the collection of information for the creation of a financial/business profile of the Customer) as well as that, the usual or enhanced customer due diligence conducted by the Bank in relation to the Customer include any other expedient measure, including not entering into the transaction, refusing to provide services to the Customer or engage in activities, or even termination of the Bank's business relationship with the Customer, if the terms and conditions of identification and verification of the Customer's required ID particulars, the economic, financial, tax, demographic and other data have not been satisfied.

The Customer hereby undertakes, throughout the duration of the Customer's contractual relationship with the Bank and/or before any transaction, the obligation to immediately communicate to the Bank by a written and duly signed notice any amendment of the aforementioned details and information and provide the corresponding document(s) (in original or certified copy) for the identification and verification of the changed details, as required by the above decision of the Bank of Greece. The Customer acknowledges that the mailing address duly provided to the Bank and in the way advised by the Bank in each case, is considered his legal address to which every document shall be sent and the legal effects of each document will apply. The Customer acknowledges that the above also apply to his e-mail address which he has provided to the Bank, especially if he uses the alternative network channels provided by the Bank from time to time. The Customer must inform the Bank on every change of his details and his contact/ mailing details that may occur at any time by submitting

a written statement to any branch of the Bank or by any other mean which the Bank considers suitable and expedient. If, the Customer changes his mailing address without informing the Bank in writing as he ought to throughout his business relationship, the Customer hereby acknowledges and accepts the Bank's actions and decisions affecting his account which he had been made aware of and also acknowledges that the Bank is duly performing its obligations towards the Customer until the date on which the Bank is notified of the Customer's change of address. The same also applies if the Customer changes his e-mail address from the one he has provided to the Bank and/or he fails or ceases to provide an e-mail address while being a user of the Bank's HSBC Online Banking service, the Customer accepts that the Bank is duly performing all its obligations regarding the transactions updates or the issuing of statements, given that it is due to the Customer's fault that the Bank does not send the documents to the correct e-mailing address or does not send an e-mail for the electronic version of any kind of notification on transactions and payments.

- 2.2 The Customer undertakes the obligation to inform the Bank with the particulars relating to international transactions (i.e. transactions settled in EURO or a foreign currency between residents of Greece and non-residents of Greece) for the purpose of providing statistics to the Bank of Greece to enable it to prepare Greece's Balance of Foreign Trade. The Customer completes and duly signs the Application for Transfer of Funds Abroad for each and all transfers from any account in Greece to any other account abroad for amount which exceed the amount of EUROS 50,000 (or any equivalent amount of any other currency), as applicable.
- 2.3 If the Customer is not acting for his own account but on behalf of third parties, he is obliged to provide the Bank with particulars on the identity of the persons on whose behalf he is acting.
- 2.4 The Customer shall bear liability for all losses incurred by the Bank arising from the fact that the Bank, through no fault of its own, did not receive information on restrictions imposed on the ability to transact of the Customer, his agent or a third party with whom the Bank has entered into transactions, upon the Customer's mandate.
- 2.5 The Bank and all HSBC Group members are obliged to act in accordance with the laws and regulations which apply in various jurisdictions which seek to combat money laundering, terrorism financing and the provision of financial and other services to individuals or legal persons on whom sanctions have been imposed. The Bank may take any steps, or give instructions to other HSBC Group members to take steps, which at its absolute discretion, considers appropriate in line with said laws and regulations.

Such steps may indicatively include: the investigation of payment orders and other information or communications provided by/to the Customer or on his behalf, via the Bank's systems or using systems of another HSBC Group member. The Bank is entitled to conduct said investigations to ascertain whether a name which may be related to an individual or legal person(s) on whom sanctions have been imposed, is in fact related to it.

The Bank and the HSBC Group members are not liable for losses (whether direct or consequential) incurred as a result of:

- (i) delays or non-execution by the Bank or other HSBC Group member of obligations undertaken under the account opening terms and conditions or other obligations, attributable, in whole or in part, to activities which the Bank, at its absolute discretion, considers appropriate for its compliance with said laws and regulations; or
- (ii) exercise by the Bank of its rights granted by this paragraph.

In certain cases the actions of the Bank may prevent or delay the processing of information. For that reason the Bank and the HSBC Group members do not provide guarantees that the information on the Bank's systems related to payment messages and communications which

are the scope of actions undertaken under this paragraph, are accurate or updated at the time access to them is sought, while those actions last. Provided that the laws and regulations in effect so permit, the Bank shall endeavour to inform the Customer about the conditions referred to above, as soon as this is reasonably feasible.

- 2.6 Customer monies which are received at any branch of the Bank shall be deposited in an account, with the Bank acting as a credit institution entitled to accept deposits or other repayable funds from the public, and not as a custodian or trustee.
- 2.7 The Customer already acknowledges and accepts that received messages related directly to services or products of the Bank and/or HSBC Group member and/or third parties for whom the Bank intermediates in relation to their products/services already provided to the Customer, of any kind and frequency (servicing messages) do not fall within those messages for which the Customer can object receiving.
- 2.8 The Customer already acknowledges that the Bank shall be entitled to a reimbursement of expenses for products and services offered to the Customer, in accordance with its products and services price list applicable at time, which is available to the Customer in-branch, on the Bank's website, and via the HSBC Phone Banking and HSBC Online Banking Service (by speaking with an agent and not through the Interactive Voice Response System) regarding the pricing of services provided. The non-objection by the Customer to a remuneration or reimbursement of expenses and to amendments thereof within the time frame provided shall entail the Customer's unreserved acceptance of the relevant charges/expenses. The Customer declares that upon signing and accepting the general terms and conditions as applicable from time to time he authorises the Bank to debit any account held with the Bank with the current expenses and costs of the Bank as they derive from the contractual relationship according to the current Bank's price list which constitutes integral part of the general terms and conditions and any other separate agreement between the Customer and the Bank.
- 2.9 By no means shall the omission or inactivity or delay by the Bank in exercising any of its rights deriving from these terms means or can be deemed as the Bank's waiver, in part or in total. The Bank is entitled to exercise any right, at any time, in part or in whole, at its absolute discretion.
- 2.10 The Customer declares expressly and unreservedly towards the Bank that he has met – and will continue to meet – during the whole duration of his contractual relationship with the Bank, his tax obligations in whichever country these occur and acknowledges that the Bank will meet any related reporting or withholding obligations in accordance with applicable legal and regulatory considerations. The Customer expressly and unreservedly acknowledges that he/she is solely responsible for discharging his/her duty with regards to all relevant taxes, including, but without limitation, the filing and payment of income taxes, wealth taxes and estate taxes. The holding of his account and/or assets on his account, as well as income, gains and operations realized on his account may expose the Customer to tax consequences depending on a number of factors including, but not limited to, his domicile, his/her place of residence, his/her citizenship or the type of assets the Customer holds. In this respect, some countries may have tax legislation with extra-territorial effect impacting the Customer regardless his/her place of domicile or residence. The Bank does not provide any legal or tax advice. The Customer is therefore advised to seek legal and/or tax advice from an independent legal and/or tax adviser. The Customer acknowledges and agrees that the Bank has no responsibility in this respect.

3. OPENING AND OPERATION OF ACCOUNTS

- 3.1 Upon opening and operation of an account held with the Bank at the Customer's application, the Customer declares that he has received a copy of the Terms and has been informed of the

availability, accessibility and enforcement of the applicable service price lists, the deposits and loans interest rates, the cut-off times for the Bank and third-parties' operations and the foreign currency conversion cut-off times, which lists are available at the Bank's branches and/or its official website and/or HSBC Phone Banking (by speaking with an agent and not through the Interactive Voice Response System) and HSBC Online Banking services, and that he studied, comprehended and fully accepted all above in their entirety.

The Customer must inform the Bank in writing of the persons who may be authorised to use the account and of the extent of authorisation granted to each such person and to provide specimen of their signatures. Authorisations granted to persons to enter into transactions with the Bank or to represent third parties, whether individuals or legal persons, which have been notified to the Bank, shall be deemed to be valid provided that no written notice has been submitted at the Bank's branches for their revocation/cancellation. Such written notice is required even if the revocation/cancellation or change in representation derives from other official documentation.

The Customer's authorisation for the operation of the payment account and for execution of his instructions/orders by the Bank shall be provided in each case at the Bank's branches by presenting an ID card or an equivalent document as appropriate and the Customer's signature and by confirming the correctness and accuracy of the information and particulars of the payment instruction given by the Customer to the Bank or through the HSBC Phone Banking Service (by talking directly to a bank agent or by connecting to the Interactive Voice Response System), or through the HSBC Online Banking service or using ATMs of the Bank or ATMs of associated with the Bank banks through a combined use of the relevant payment/identification instruments and the specific instruction in each case. The Customer acknowledges that the execution of transaction orders prerequisites adequate funds in the relevant account or an overdraft limit, if agreed upon. The Customer also acknowledges that in order to ascertain that there are adequate funds in the relevant account, he must calculate any previous instructions/orders which have been executed but not yet debited to the Customer's account or which have been agreed to be executed.

- 3.2 Where a Customer has more than one accounts held with the Bank in his name, irrespective of the currency in which they are maintained, those accounts shall constitute part of one single and indivisible account. The Customer acknowledges and accepts that the Bank may exercise a lien or offsetting for all its receivables irrespective of their being overdue or not, stemming from all kinds of business relations with the Customer, without limitation, subject to the self-explanatory condition that the set off is not in contradiction to any compulsory law provisions against any receivable of the Customer, even if this stems from money transfers or deposits in a different currency. The Customer hereby irrevocably authorises the Bank to debit any of his accounts, including joint accounts (i.e. for its claims against the same Customer and/or any against any of his/her co-holders) irrespective of the currency, and to effect early termination of a time deposit and to convert any currency to euros based on the exchange rate applicable on the conversion date. In any case, this term does not prevent the Bank from exercising any other offsetting right. To this end, the Bank may perform any debit transfers between accounts with the amount of the Bank's receivable from the Customer and from any other joint holder of the account or the savings or offset receivables stemming from one account against opposite receivables from another account, irrespective of their being overdue or not. In any case, the Customer acknowledges that the Bank will be entitled but not obliged to exercise any offsetting right in order to collect its receivables from the Customer or from anyone holding a joint account with the Customer.
- 3.3 All assets which the Bank has in its possession on behalf of the Customer shall constitute a guarantee that the Customer will discharge his actual or contingent obligations to the Bank. Where the Customer defaults, the Bank shall have a lien over the Customer's assets.

- 3.4 The Bank shall be entitled to refrain from discharging its obligations to the Customer if it has claims against the Customer which may be currently due, future or conditions claims or not relate to the business relationship from which its obligations to the Customer relate.
- 3.5 In accordance with Law 5638/1932 “on deposits in joint accounts”, as in force, each of the beneficiaries of cash deposits in a joint account acknowledges and accepts that when a joint account is maintained with the Bank, each beneficiary may a) use/block/encumber all or part of the amount in the account without the involvement of the other beneficiaries, or b) close the account. The Customer accepts that any orders and instructions by any of his/her co-holders in a joint account bind all other co-holders. Each of the beneficiaries is responsible and liable towards the Bank jointly and severally for every obligation deriving from the joint account. Each of the joint beneficiaries declares that where any of the other joint beneficiaries passes away, the monies deposited in the account and the account itself shall automatically devolve to the other surviving joint beneficiaries until the last of them passes away. In all other respects, the provisions of Law 5638/1932 shall apply. The Customer acknowledges that in the case of deposits in a joint account he undertakes the obligation to inform the other joint beneficiaries to each deposit and account of the existence of such deposits and also acknowledges that, if one or more of the joint beneficiaries declared by the Customer have not countersigned the deposit and account opening application form and/or the general terms and conditions for individuals, these beneficiaries will be considered by the Bank as its customers. However, the Bank has the right to refuse the performance of transactions with a joint beneficiary of the Customer if the full details of that joint beneficiary have not been disclosed and accompanied by evidence which the Bank deems to be sufficient or if that joint beneficiary has not countersigned the Terms, as in force at the time.
- 3.6 Except where required by law or by a court ruling, the savings and accounts cannot be conceded, transferred or collateralised to third parties other than the Bank and such an undue concession, transfer or collateralisation shall be invalid before the Bank unless the Bank has previously consented to it in writing. The Bank is entitled to block any account and/or any other assets the Customer keeps with the Bank according to the applicable legislation including the legislation for preventing money laundering and terrorist financing.
- 3.7 The Customer hereby acknowledges and agrees that in case of overrunning which means a tacitly accepted overdraft whereby the Bank makes available to the Customer funds which exceed the current balance in the Customer’s current account, the borrowing rate and reference rate applied are available to the Bank’s price list in branches or/and the Bank’s website and/or the HSBC Phone Banking service (by speaking with an agent and not through the Interactive Voice Response System). Furthermore, in the event of a significant overrunning exceeding a period of one (1) month, the Bank shall inform the Customer without delay, in writing or on another durable medium, a) of the overrunning; b) of the amount involved; c) of the borrowing rate; d) of any penalties, charges or interest on arrears applicable.
- 3.8 The Customer shall be entitled to proceed with transactions from and to payment accounts as determined and governed by the terms and conditions of the framework contract as in force and as currently embodied in these terms and/or may be provided separately, at the Bank’s discretion always in combination with the price list, the interest tables, the cut off times and the currency conversion cut off times set by the Bank.
- 3.9 The Bank is entitled for any kind of claim against the Customer, even conditional or future, to require at any time the provision of security to cover the credit risks undertaken or the increase of securities provided, when at its judgement these are not sufficient any more.

4. CONTRACTUAL TERMS RELATING TO CHEQUES

- 4.1 The Bank hereby grants the Customer the option to dispose the funds in his account using

cheques, unless the issuing of cheque books is, in the reasonable opinion of the Bank, not possible on objective grounds or grounds related to the Customer. Proof of receipt of the cheque book by the customer shall generate an irrefutable presumption that the Customer checked that it was complete in all respects.

- 4.2 Cheques shall be payable upon presentation. The same shall also apply for any post-dated cheques issued by the Customer. Where a Customer cheque is not paid, the Bank shall report this to the competent inter-bank authorities.
- 4.3 The Bank shall be obliged to pay cheques presented for payment at its branches to the last bearer of the cheque who is formally authenticated, only where the order of endorsements on the cheque is sequential and uninterrupted, the account on which it is drawn contains adequate funds, the actual cheque is of the kind issued by the Bank to the Customer or printed by the Customer with the Bank's consent, and where it contains the information required by law for it to be valid and there are no serious discrepancies between the signature of the issuer and the sample held on file by the Bank, and no written notice from the Customer that the cheque should not be paid has been received after the lawful deadline for presentation based on the date of issue as shown on the actual cheque. If payment of the cheque has been stopped by the Customer before the lawful deadline for presentation of the cheque has expired, the Bank shall not be obliged to refrain from paying the Customer's cheque.
- 4.4 The Bank's liability for payment of forged cheques shall be limited to juxtaposing the (outer) general image of the issuer's signature on the actual cheque with the sample held on file by the Bank, provided that there are no clearly identifiable deviations and that the signature gives the impression of being genuine.
- 4.5 Where there are not adequate funds in the Customer's account to pay the cheque, the Bank shall not be obliged to pay part of the sum it represents unless there are specific instructions from the Customer to that effect. Pursuant to Article 34 of Law 5960/1933 "on cheques", the Bank may, in the case of partial payment, request that reference to such payment be made on the actual cheque and that a payment receipt for such payment be issued.
- 4.6 The Bank shall be entitled to re-debit the Customer's account where cheques sent to it for collection or credited to the Customer's account were not paid when presented for payment, for any reason, or use of the proceeds of the cheque was limited by legislative, administrative or judicial measures, or due to insuperable barriers which made it impossible to present the cheque for payment or where the Bank is charged for any reason with the value of the cheque. Where the value of cheques is re-debited, the Bank shall be entitled to exercise all claims deriving from this commercial paper against all liable parties until settlement of the debt in full is achieved.
- 4.7 The Customer shall be obliged to be particularly diligent about how cheques delivered to him or printed out with the Bank's prior consent are used and kept, and shall be liable for any loss incurred by the Bank, or a third party from payment or non-payment of cheques which have been stolen, lost, forged or altered in circumstances falling within his sphere of influence or circumstances not falling within the Bank's sphere of influence.
- 4.8 Where banks use an electronic data exchange system to clear cheques (the Interbank Electronic Cheque Offsetting System or DHSSE) due to the Bank's inability to check whether the individual or corporate signature of the issuer is similar to the ones on record or binding, the Customer declares that he assumes the risk of authenticity of the issuer's signature, whether individual or corporate, and releases the Bank of all liability and in particular liability for all losses he incurs due to counterfeiting or incorrect particulars on the cheques, and also of all liability for checking the authenticity of the Customer's individual or corporate signature, and acknowledges that all payments made by the Bank are valid, effective and binding on him,

and that by signing these Terms he expressly waives all claims in this regard against the Bank.

The Customer acknowledges and accepts the possibility that cheques may not be stopped given that due to the time at which they were presented to the Bank it is not possible for them to be stopped within the lawful presentation deadline, on grounds relating to the operating rules of the DHSSE system or the time required to send the actual cheque to be offset in the traditional manner, and the Bank is released from any liability in this regard.

- 4.9 Where the Bank pays cheques issued by the Customer drawn on an account which does not contain adequate funds, for any reason even due to negligence on its part, the Customer shall be obliged to immediately pay the Bank upon request the amount of such cheques plus interest from the date of payment and other charges, fines or surcharges specified by law or imposed by the Bank for the payment of such cheques.
- 4.10 Where the Customer issues a bounced cheque the cheque will be stamped by the Bank if the cheque holder so requests and the Bank will also inform the competent interbank and other authorities. The Bank shall also be entitled to close the Customer's account and to request the return to the remaining unused cheques in the cheque book which may be in his possession, and the Customer shall be obliged to return these. The Customer shall also be obliged to return any unused cheques and chequebooks after termination of his relationship with the Bank in any manner, and in cases where this is provided for by the legislation or monetary provisions or the supervisory authorities.
- 4.11 Where several cheques are presented or payment instructions are given for a specific date and the funds available in the account are not adequate to pay all the cheques, the Bank shall perform the corresponding instructions in chronological order. The Customer shall be obliged to immediately notify the Bank using any means, and to further send written notice, about any cheques which were stolen or lost, and to submit the necessary official public or other documents which confirm that the theft or loss has been reported. Until such notice is received by the Bank, the Customer shall be exclusively liable, irrespective of amount, for any payment made or any cheques which were referred to drawer due to an insufficient account balance. This notice shall oblige the Bank to take greater care about the identity of the bearer, however it does not give the right to refuse payment to a bearer who is lawfully authenticated, unless that is required by a court prohibition under Article 781 of the Hellenic Code of Civil Procedure.

5. ELECTRONIC PAYMENTS AND BANKER'S DRAFT TERMS AND CONDITIONS

- 5.1 Electronic payments will be executed and banker's drafts requested by a Customer/originator will be paid in the currency of the country in which the payment is made, unless there are instructions from the Customer/originator to the contrary. The Bank's exchange rate, i.e. the price indicated on the Bank's online platform which applies for the purpose of converting currencies into Euro, shall be calculated on the minimum amount as specified and modified by the Bank in each case for each payment service channel, in which case the prevailing Bank exchange rate shall apply on the working day on which the payment order is received which is associated with and related to the Bank cut-off times, while for amounts above that minimum amount, the exchange rate shall be calculated after negotiations. The Customer states that he has been informed that the exchange rate is available to him prior to the payment instruction in a branch or through the HSBC Phone Banking service through an agent (and not through the Interactive Voice Response System), the HSBC Online Banking service and the Bank's website.
- 5.2 When executing a payment transaction within the European Union and/or the European Economic Area where both the payer's payment service provider and payee's payment service provider, are or the sole payment service provider in the payment service transaction (for both

the payer and payee) is, established in an EU Member State of the Union or the European Economic Area, the charges levied by the Bank as the Customer's payment service provider in his capacity as payer are paid by the Customer/originator as the payer and any expenses of the Bank as the Customer's payment service provider in his capacity as beneficiary payee are paid by the payee. This does not mean that the two charges ought to be equal, and no sum shall be withheld from the original payment amount. The payer's payment service provider and/or the payee's paying service provider and any bodies intermediating on their behalf (correspondent banks) shall transfer the full amount of the payment transaction and they may not deduct any charges from it.

The latter obligation does not apply for payment transactions which do not fall in the scope of this paragraph.

- 5.3 In the case of electronic payments made by the Bank in an exotic / odd currency, if the Bank is unable to precisely determine the exchange rate, the electronic payment shall be executed on the basis of an approximate interim exchange rate which shall be adjusted if the final exchange rate is determined. Any difference between the approximate interim exchange rate and the final one shall be debited or credited/paid (as appropriate) to the originator or the account of the Customer debited for the purpose of the electronic payment.
- 5.4 The Bank, correspondents or agents of the Bank shall bear no liability for any loss which may be incurred as a result of delay in presenting the order to the payee bank on grounds which are not within the Bank's sphere of control, or from omission on the part of the payee bank to verify the identity of the beneficiary or any other person, or if the payee bank cannot pay a draft because of any law, decree or regulation or a prohibition imposed by a public authority or de facto or de jure government domestically or internationally, or any public service, or on any ground due to war, censorship, embargo, revolution, uprising, civil war, or any other grounds not falling within the sphere of influence of the Bank, the correspondents or the agents of the Bank.
- 5.5 If the electronic payment or banker's draft is not paid by the payee bank, the amount shall be returned to the Customer/originator where the amount which the Customer had wired or the actual banker's draft is first returned to the Bank. In this case, any additional expenses incurred by correspondent banks and differences which arise from fluctuations in the exchange rate shall be paid by the Customer/originator. The Bank shall bear no liability for erroneous interpretation of Bank messages by another credit institution. Electronic payments shall be sent at the Customer's exclusive responsibility in terms of the instructions given to the Bank, and in the case of banker's drafts the Bank shall not be deemed liable for any errors or omissions of the postal services, if such draft is posted on the instructions of the Customer.
- 5.6 The Bank shall notify the Customer of the time at which operations for executing wire transfers or for issuing banker's drafts are terminated, with such notice being provided to the Customer before payment instructions are received, and shall be available in-branch, on the Bank's website and via the HSBC Phone Banking (by speaking with an agent and not through the Interactive Voice Response System) and HSBC Online Banking services. Requests for a same-day value date shall depend on the currency and the cut-off time in the recipient country (this does not relate to SEPA payments). SEPA payments shall mean non-urgent transfers of credit in euros from a Customer account, credited to the payee's account, and shall be executed using the SEPA system. The SEPA payments have value and execution date on the next business day and in cases in paper form the latest two working days after the date on which the payment order is received, based on the Bank's cut-off times and currency cut-off times.
- 5.7 In the case of electronic payments in Greece or in Member States of the Union or the European Economic Area (EEA) in Euro or in an EEA currency, the Customer shall be obliged to provide the Bank with the payee's International Bank Account Number (IBAN) and any other

information which may be required by the Bank. The Customer/originator hereby acknowledges and agrees that where a payment order is executed based on his exclusive customer identifier, the order shall be presumed to have been properly executed in relation to payment orders credited to the payee's account and as per the agreed in the framework contract for payment services. In that respect, further requirements under the strong customer authentication established by the Bank as per the framework contract for payment services may arise.

- 5.8 In the case of domestic and international fund transfers, the Bank is obliged by law to indicate the Customer/originator's bank account and/or his address and/or his ID and in all cases the data imposed by the Regulation 2015/847 on data accompanying the transferred funds. The Belgium based Society for Worldwide Interbank Financial Telecommunications (SWIFT) processes payments on behalf of financial services providers worldwide and is currently the only organization providing such a service. All transactions processed in Belgium is replicated in a back-up system (known as a 'mirror site') in the United States of America (USA). Maintaining a geographically separated back-up infrastructure to ensure continued operation is in line with the international standards and supervisory requirements. US or other authorities may have access to this site for the purposes of combating terrorism and anti-money laundering crime. Therefore, by instructing the Bank to execute a payment order, any information provided by the Customer to the Bank in order to effect a payment order could potentially be disclosed to the US authorities. The Bank reserves the right to amend this notice at any time.
- 5.9 The Customer/originator's instruction may be given online or in writing in-branch by filling out and signing the special form provided for this purpose by the Bank. The lack of one or more of the pieces of information required to execute a SEPA payment and/or the fact that the payee bank does not participate in the SEPA scheme shall entitle the Bank to reject the payment as a 'SEPA payment' and to handle it in a different manner (as a non-SEPA payment). The Customer shall be responsible for the correctness of the information provided which is required to execute payment transactions and the Bank shall not be liable for any delay or error resulting from incomplete, unclear or erroneous information or instructions. Where a SEPA payment is rejected or returned, the Bank must inform the Customer/originator about the reasons for such rejection/return by phone, fax or e-mail message to the Customer/originator's e-mail address.
- 5.10 Following a request by the Customer/originator for a specific payment transaction originated by the payer, the Bank shall provide specific information about the maximum execution deadline, the charges to be paid, and if appropriate, the breakdown of individual amounts comprising those charges. All information relating to execution of a SEPA payment shall be sent to the Customer/originator or remain available to him.
- 5.11 The Customer acknowledges that the terms of the Bank's framework contract for payment services, under Part VII below, as in force at the time, apply to the extent applicable.

6. INTEREST RATE, INTERESTS, TAXES, EXPENSES, SURCHARGES

- 6.1 The Bank shall decide on how often interest shall be paid and the interest rate (whether negative or positive) for credit interest paid on deposit accounts and the debit interest collected on all loans or overdraft accounts, unless otherwise agreed with the Customer.
- 6.2 The Bank shall be entitled to adjust interest rates and charges when money market conditions change, by promptly informing the Customer by giving relevant notice of the change, according to the applicable from time to time legislation, unless the interest rates or reference exchange rates already agreed with the Customer change, and unless the interest rates or exchange rates are favourable to the Customer, in which case they shall apply immediately. This information shall be available at the Bank's branches and website and through the HSBC

Phone Banking and HSBC Online Banking services. In all events, during that period the Customer may raise objections in writing at any Bank branch and terminate the business relationship with the Bank in accordance with the aforementioned Terms and in particular terminate the Bank's framework contract for payment services.

- 6.3 Early withdrawals from time deposits are subject to the Bank's consent and to a fee. In the case of time deposits with a duration up to three (3) months, the early withdrawal cost shall not, under any circumstances, affect the capital initially invested. In cases of time deposits with a duration over three (3) months, their early withdrawal is permitted subject to terms and conditions set by the Bank. If there is no registered instruction on the maturity date of the time deposit, the Customer must communicate with the Bank in branch or through the HSBC Phone Banking service (by speaking with an agent and not through the Interactive Voice Response System) or HSBC Online Banking service prior to the maturity date of the time deposit in order to proceed with further instructions, otherwise the amount due shall be credited to the account specified by the Customer. The Customer acknowledges and accepts that the Customer's notification of the renewal of time deposits which are renewed based on a fixed renewal order given to the Bank by the Customer will be provided cumulatively at the Bank's branches or through the HSBC Phone Banking service, as well as whenever requested by the Customer and, in any case, on a quarterly basis. The Customer acknowledges that the standing renewal order is valid unless the Customer notifies the Bank otherwise. Each time deposit renewal will be effected at the interest rate applicable at the time of renewal according to the relevant table which is available from the Bank's branches and website and through the HSBC Phone Banking (through an agent and not through the Interactive Voice Response System) and HSBC Online Banking services. Furthermore, the Customer acknowledges that in case he/she requests conversion of the agreed upon interest rate in deviation to those agreed upon in any agreements in relation to the interest rate, he shall be burdened with the relevant cost of such a conversion which is related to any damage or loss of the Bank deriving from such a conversion, for which cost he/she shall be informed upon his/her relevant application.
- 6.4 The Customer acknowledges and accepts that the Bank shall withhold the relevant taxes on deposit interest and pay such amounts to the State. In addition to the above, all taxes such as VAT, stamp duty, the Law 128/1975 levy and so on, as in force from time to time, and payable on deposit or loan accounts and on all manner of banking transactions as well as any applicable fee or/and costs of the Bank as such are mentioned in the each time applicable price list which constitutes an integral part of these general terms and conditions and any separate contracts between the Customer and the Bank it is agreed to be burdened and be paid by the Customer who authorises the Bank to debit any account of his or when their payment is required in cash, even if the account has closed. The Customer hereby acknowledges that the Bank may charge the Customer with custody fees for purchased bonds of the Greek state or other titles which the Customer has requested to purchase and which (fees) are available from the Bank's branches and/or website and/or through the HSBC Phone Banking (by speaking with an agent and not through the Interactive Voice Response System) and/or HSBC Online Banking services. The Customer declares upon signing and accepting the general terms and conditions as each time in force that he/she authorises the Bank to debit either the indicated by him/her account or any account held with the Bank with the applicable taxes, contributions as well as with the each time current costs and expenses of the Bank which derive from every contractual relationship according to the applicable each time Bank's price list which constitutes an integral part of these terms by and between the Customer and the Bank.
- 6.5 The Bank shall bear no liability to the Customer for amounts deposited in his account not being available or having reduced, in light of mandatory or other deposits to the Bank of Greece which are due to convertibility restrictions or other grounds which are specified by the Bank of Greece or the Greek government, or any other authority, relating to the non-return or conversion of monies which have been deposited.

7. ANNOUNCEMENTS / COMMUNICATION / NOTIFICATIONS ON TRANSACTIONS AND PAYMENT INSTRUCTIONS

- 7.1 According to the Bank's procedures in order to comply with its regulatory obligations, in case the customer does not execute a debit transaction of any of his/her accounts for at least once a year, the account shall be deemed to be dormant/unclaimed and shall be monitored under special procedures. Also, the Bank may decide to close an account which is dormant/unclaimed and upon payment of any owed amounts, unless the Customer holds another active account with the same beneficiaries with the Bank, the latter may credit such account or indicate an alternative way. The above also apply in case of closure of account due to any reason.

It is noted that the twenty years bar in favor of the Greek State and the refund to the Greek State of any available balance of deposits is governed by the LD 1195/1942 and law 4151/2013 as applied. For this kind of calculation and commencement of information process on behalf of the Bank it is noted that the timeframes of articles 7 and 8 of law 4151/2013 were suspended as from 18.07.2015 (effective date of the Legislative Act on capital controls) until November 14, 2017 when this suspension of timeframe has ceased.

- 7.2 Notices of transactions and all of Bank letters shall be deemed to be valid if sent to the last address (mailing or e-mail) provided by the Customer to the Bank at any stage of the contractual relationship with the Bank. The Customer undertakes the obligation to notify the Bank of the exact and full mailing address and of his e-mail address and to notify the Bank in writing of every change in these details.

The Customer acknowledges that, until such change in his details and mailing and e-mailing address is communicated, the Bank shall be deemed to duly send all communications and information on the Customer's transactions to the latest address provided to the Bank. The Customer and holder of every account declares that he/she acknowledges and accepts the fact that the correspondence address might alter by each and every one of his/her co-account holders, including through the e-mail address, in respect to the statements and that the Bank shall accept this change for every kind of the Bank's notification, in such a case of change each Customer and holder of the account(s) changing that, undertakes the obligation to immediately notify all the rest of co-holders of every account in respect to the change of correspondence address and in all cases for the statements and notifications.

The Customer acknowledges that he must immediately notify the Bank of any change in his e-mail address, otherwise the Bank shall not be held responsible for any loss incurred by the Customer due to the late notification of the Bank regarding such change. The Customer acknowledges that the Bank will invoke the copy of each relevant document held in its records as proof of having sent that document to the Customer. In any case account information is available to the Customer, in writing, at all the Bank's branches. The Customer already acknowledges and accepts that the extracts from account statement as such are produced by the Bank's archives constitute full evidence of the relevant transactions, counter-proof being always permitted. In any case within the timeframes and conditions set for payment transactions according to the framework contract for payment services.

- 7.3 The Bank shall inform the Customer of the overall activity in his account and of the payments through any channel of the Bank's payments services (branches, ATMs, HSBC Phone Banking and HSBC Online Banking) on cash deposits and/or withdrawals, fees charged for the use of a credit and/or debit card linked to a Customer's account, payment instruction and so on, as follows:

a) in hard copy, without cost, quarterly and after the end of each calendar quarter, more specifically every March, June, September and December of each year to the latest mailing address provided to the Bank, unless the Customer has subscribed to the Bank's Online Banking services in which case he will be informed electronically as described below under point b). In any case the Customer is entitled to request in writing, a change in the time he is informed.

b) electronically (e-statements), without cost, quarterly and after the end of each calendar quarter, more specifically every March, June, September and December of each year, applied to the HSBC Online Banking service Customers, to the internet site of this service by receiving a secure e-message upon accessing the above internet site. In any case the Customer is entitled to request in writing, a change in the time he is informed.

Additionally, the Customer will be informed on a monthly basis while accessing the internet site of the above service, from the file named "account history" in form of an electronic folder not subject to alterations, by receiving a monthly informative e-mail in his latest registered e-mail address

c) in writing using extracts or copies of the account's activity, issued at least every calendar month and also at any time in any of the branches or through the Phone Banking service. In case of more frequent information, the Customer acknowledges that the Bank has the right to charge accordingly as indicated in the Bank's pricing table available in the branches and the Bank's web-site, as well as through the HSBC Phone Banking and Online Banking services

d) in relation to executed SEPA direct charges, as well as non executed SEPA direct charges –in cases of insufficient balance for their execution- by sending advices to the latest registered address or electronically for HSBC Online Banking service users by sending e-advises in the internet site of the above service, with previous receipt of an informative e-mail for the issuance of the e-advice in the latest registered e-mail address

e) where a passbook has been provided for that particular type of account, by updating the passbook at any Bank branch and additionally as described in all above cases.

f) for payments through credit cards, in writing on a monthly basis, sent to the Customer's latest registered address. In case of termination of the credit card agreement the issuance and dispatch of the paper statements, to the Customer ceases automatically, and

g) for electronic payments through credit cards, on a monthly basis for HSBC Online Banking subscribers with previous receipt of an informative e-mail for the issuance of the e-statement in the latest registered e-mail address of the card holder in order for him to access the internet site and acquire the respective information. In case of termination of the credit card agreement the issuance and dispatch of the statements to the Customer ceases automatically.

h) for loans relevant information are provided monthly in writing or electronically. In case of termination of the loan agreement the issuance and dispatch of the statements, in paper or electronically, to the Customer ceases automatically.

i) subsequently after October 2018 in writing and electronically per case, quarterly in accordance with the provisions of law 4465/2016 and the delegated regulatory technical standards and decisions

The Customer within the framework of the e-notices, taking account of the informational purpose of each message (e-mail or secure message) sent to his latest registered e-mail address and of the fact that the copies of the account statement are uploaded to the HSBC Online Banking website on a quarterly basis or, in the case of credit cards, on a monthly basis

or, in the case of direct debit transactions as mentioned above and for other transactions, in the intervals specific to each case, and also that the transaction history is accessible through said service on a daily basis after each transaction is carried out, if the Customer does not receive a message within 30 days of receiving the previous information message (e-mail), he must inform the Bank in writing and visit the HSBC Online Banking service website, where he can access the relevant information after entering his passwords;

If the Customer alters his e-mail address and/or he does not provide the Bank with an e-mail address throughout the duration of the relationship with the Bank, the Customer acknowledges and accepts the Bank's actions and decisions that burden his account and of which he was informed and that the Bank duly fulfils all obligations to inform him and issue account statements, given that it is due to his fault that the Bank cannot mail or e-mail all information on the account activity.

- 7.4 The Customer has already agreed and accepted in his application form – and, in any case, through these Terms – that if the Customer (or a holder of a joint account with him) has subscribed to the HSBC Online Banking service for any of his accounts, the information on transactions and payments of all the accounts he has at the Bank in which he is the holder or joint holder (and which are not linked to a credit card issued by the Bank) will be received electronically only by the Customer who is the subscriber to said service (e-statements), either by an automatic process chosen at the Bank's discretion or as chosen by the Customer/subscriber in each case (where this service is provided by the Bank), in which case the transactions and payments information will no longer be sent in hard copy to the mailing address that had been provided to the Bank.

This e-statement shall be available using the Statements/Advices function through the "Account Statement" option. In every such case, each Customer who is subscribed to HSBC Online Banking service undertakes the obligation to inform the other joint beneficiaries of each account regarding the status / choice of transaction and payment information method. In each case, each joint holder of one or more accounts may select the transaction and payments information method again by sending a written instruction to the Bank. The choice made by each joint account holder regarding the way in which he will be receiving account statements will apply to all the accounts of that person and not just to some accounts. Where the paper statements option is selected, these paper statements will be sent to the mailing address already provided to the Bank, pursuant to the provisions of paragraph 7.3 of these Terms. In his capacity as the holder of a personal account or as the joint holder of a joint account, the Customer hereby acknowledges and accepts that the Bank will execute the latest choice it will receive before issuing the statements and at least one (1) working day before such issuing.

The credit card e-statements service shall be available using the Statements/Advices function available via the "Credit Card Statement Issuing" option. For this reason and for receiving account e-statements, the Customer promises to undertake the obligation to regularly update his e-mail address under the "Services" section, using the "Update Personal Details" option.

Upon his request, the Customer has the right to receive account statements more frequently or in a different way than provided above or to request the provision of additional information. In these cases, the Customer accepts that the Bank may impose charges according to the Bank's services and products price list applicable at the time, as such is available at the Bank's branches and official website and via the Bank's services, HSBC Phone Banking and HSBC Online Banking service.

If the Customer does not challenge in writing the accuracy of his transaction data promptly without prejudice of the agreed upon in the framework contract for the Bank's payment

services, he shall be deemed to have accepted them and to have acknowledged them as absolutely accurate and valid, however without prejudice to the provisions of the Bank's framework contract for payment services.

The Customer declares that the receipt and acceptance of the statements or extract of statements by him shall be evidenced given that the Customer has not notified in writing the Bank within one month from the dispatch that he had not received it or been aware of such.

- 7.5 On the printed and electronic account statements there are important notes with the following content:
- No breakdown is provided for loans, with the exception of mortgages and consumer loans and letters of guarantee.
 - The euro equivalent of the accounts in foreign currency is calculated using the exchange rate as at the issuance date of this statement.
 - The indicative values shown for certain products were calculated on the issuance date of this statement, are for information purposes only, and do not apply to transactions.
 - UCITS have no guaranteed return and past returns do not guarantee future ones. Note: (*) = Titles to be issued.
 - M. I. = Term Deposit Maturity Instruction 0 – There is no maturity instruction on record, so please either visit your branch or use the HSBC Phone Banking or HSBC Online Banking service prior to maturity for further instructions; otherwise, its proceeds shall be credited to the amount you have specified. 1 - Automatic Renewal of capital and interest; 2 - Automatic Renewal of capital and withdrawal of interest; 3 - Withdrawal of capital and interest.
- 7.6 Any objections, complaints or counterevidence from the Customer about statements or extracts from statements or securities statements can be submitted to the Bank's Compliance Department (109-111 Messoghion Avenue, Athens 11526) without delay in writing. Objections to payments as defined in the Bank's framework contract for payment services, as in force at the time, and objections relating to transaction confirmations or notices must be submitted to the Bank's branches promptly in writing without prejudice of the agreed upon in the framework contract of the Bank's payment services. The Customer hereby acknowledges and accepts that the extracts of his statements contained kept in the Bank's records constitute proof in full of his transactions and charges in respect to account (banking, payment, loan/credit facility) activity; however rebuttal of such evidence is always permitted within the deadlines and conditions for payment transactions according to the Bank's framework contract for payment services and immediately for all credit facilities or loans.
- 7.7 The Bank shall not undertake to hold the Customer's mail.
- 7.8 Customer instructions to the Bank must be provided in writing but in urgent cases they may, at the Bank's discretion, be given by phone but must be confirmed in writing during the same working day, otherwise the Bank may refuse their execution. In order to remove doubts, note that all oral orders shall be given by the Customer at its responsibility only, and the Bank shall not be deemed to be or become responsible for the consequences of errors or misunderstandings because it accepted a phone order in good faith. In order to comply with the code of conduct and avoid misunderstandings, the Customer accepts that the Bank may record telephone conversations and have a recording system in place for such conversations. Recordings made by the Bank shall be and shall remain the exclusive property of the Bank and shall be accepted by the Customer as the exclusive evidence of its instructions, orders or conversations which were recorded. The Bank may provide copies or extracts of such recordings to any court, arbitral or regulatory authority.
- 7.9. Instructions from the Customer sent to the Bank by fax or e-mail through a third party provider may be sent solely at the Customer's risk, although the Bank provides to the Customer other

channels to proceed in branch and any existing alternative and secure channels conducting transactions. In all events, the Customer must promptly submit the relevant original document. In case there is no reference on the original mandate which indicates that it is the original document of the already provided fax/e-mail instruction, the Bank shall not be liable for any duplicate execution and any consequences thereof. The release of the Bank's liability covers also the case in which the original mandate does not coincide with the one provided via fax or e-mail.

Where the Bank at its absolute discretion has acted in good faith and followed instructions given in accordance with the medium referred to above, in accordance with such instructions where the Bank considers that they were taken with the Customer's full consent, the Bank shall bear no liability for any loss which may be incurred by the Customer and shall be entitled to the compensation specified below for all losses, claims, costs, expenses (including legal expenses and fees) incurred as a result of executing the said instructions. The Customer acknowledges and accepts that the Bank is entitled to execute such instruction whilst it may not execute them at its absolute discretion. Moreover, since the Customer acknowledges that faxes/e-mails are not a secure means of communication, it expressly and unreservedly states that the Bank shall not be liable for any delay in receipt of faxes from the Customer or erroneous dispatch of any information and/or document which it requests be sent to him using that medium.

8. CASH WITHDRAWALS, DEPOSITS/PLACEMENTS, COLLECTIONS AND PAYMENTS TO/FROM ACCOUNTS

- 8.1 During such time as the Customer and the Bank are in a contractual relationship, the Bank shall be irrevocably authorised to receive and provide monies or undertake to collect bills on behalf of the Customer. The Customer's authorisation is granted as appropriate depending on the Bank's payment service channel and with the corresponding means of identification under the terms and conditions in Term 2.1 above. Cash placements and withdrawals to/from the Customer's account shall be made in-branch or at the points of sale with the Customer being present in person or using Bank ATMs or the ATMs of any collaborating banks using a debit or credit card issued by the Bank, while the account in each case will shall be credited or debited according to the terms and conditions of the specific banking agreements and the framework contract for payment services. Where cash is deposited in the Customer's account at a Bank branch, the Customer's account shall be credited and the monies shall be immediately available to the Customer with a same-day value date. The Customer declares that he/she is aware of the necessity for videotaping transactions with card (credit and/or debit) to the Bank's ATMs as well as the videotaping of his/her transactions in branches and cashiers of the Bank, always according to the current legislation.
- 8.2 Commercial paper, such as cheques, will be accepted conditionally, until the amount is definitively received by the Bank. If a commercial paper is returned unpaid, the Bank shall be entitled to debit the relevant amount from the Customer's account with a retrospective value date plus miscellaneous expenses which were incurred such as correspondent bank charges, telegraph / phone charges, stamp duty, etc. In this case any losses due to the fluctuation of agreed exchange rates shall be borne by the Customer.
- 8.3 Monies shall be withdrawn from the Customer's account depending on the type of account, using either a withdrawal slip filled out by the Customer or his proxy, or cheques or written orders with clear instructions for the transfer or payment of monies to third parties or crediting monies to one of the Customer's other accounts, or in accordance with Terms 7.8 and 7.9 and Part IV of these Terms. The Bank may accept instructions from the Customer to make payments in a currency different from the currency in which the account is maintained if the account currency is freely convertible. In this case, the Bank shall debit the amount corresponding to the amount in the order at the exchange rate set by the Bank from the

account, and shall notify this to the Customer in-branch, using the Bank's website, the HSBC Phone Banking service or the HSBC Online Banking service before and while the payment is executed. The Customer declares upon signing and accepting the general terms and conditions as each time in force that he/she authorises the Bank to debit either the indicated by him/her account or any account held with the Bank with the applicable taxes, contributions as well as with the each time current costs and expenses of the Bank which derive from every contractual relationship according with the applicable each time Bank's price list which constitutes an integral part of these terms by and between the Customer and the Bank.

- 8.4 If monies have been credited not based on instructions from the Customer but as a result of error or mistake on the part of the Bank's employees or on any other grounds, the Bank shall be entitled to unilaterally reverse those credits. Where a debit balance results, it shall be deemed to be an amount which was wrongly paid by the Bank and the Customer shall be obliged to return that amount with interest.
- 8.5 Money deliveries (including the handling of commercial paper) on instructions from the Customer shall be handled by companies specialised in that field at the Customer's expense and responsibility, unless there is a special agreement to the contrary on this matter.
- 8.6 The Customer acknowledges that for payment actions related to payment accounts, the terms and conditions of the Bank's framework contract for payment services will also apply and be enforced.

9. CREDIT LIMITS – PAYMENT AND COLLECTION INSTRUCTIONS

- 9.1 The Bank shall be deemed to have validly discharged the obligation undertaken to execute instructions to extend credit, letters of credit or other payment instructions where it pays the relevant amount to the person whom it considers to be the beneficiary, having checked the ID particulars presented to the Bank under the reservation of the conditions set by the Bank without prejudice to further requirements which may arise under strong customer authentication procedure established by the Bank as per the European and local transposing legislation and the framework contract for payment services.
- 9.2 The Bank's liability for delays, errors or negligence in executing payment instructions or providing notices about such, as a result of which the Customer incurred losses, shall be limited solely to restitution of lost interest. The Bank shall not, under any circumstances, be liable to make restitution for losses which arose from a change in the value of foreign exchange or the exchange rate of the currency in which the payment was made, and the Bank likewise shall have no general liability to make restitution for direct losses, including lost profits, on this ground. If the Customer wishes to transact in a foreign currency, he/she acknowledges that the foreign exchange fluctuations entail risks which the Customer fully undertakes when he/she proceeds with such a transaction, and the Bank has no whatsoever liability thereto.
- 9.3 The Bank may, at its discretion, use third parties, whether natural or legal persons, to execute any transaction. The Bank shall not be liable for the acts of third parties if those third parties were used in accordance with the Customer's instructions or if the scope or place at which the transaction took place required that third parties be used in order for it to be executed. In all other cases, the Bank's liability shall be subject to the provisions of Article 716 of the Hellenic Civil Code.
- 9.4 In order to execute collection instructions the Bank shall select persons to whom the task of collecting shall be assigned. However, the Bank shall not be liable for the insolvency, bankruptcy, omission or default of the person who was selected in accordance with the above for the task of collection or any third party used by him.
- 9.5 It remains at the Bank's discretion to determine how monies and commercial papers will be

dispatched, unless there is a special agreement to the contrary. The Customer shall bear the risk and cost of such dispatch in all events.

- 9.6 The Customer shall be obliged to release the Bank of all obligations which it undertook when acting on his behalf or on his instructions. If that is not possible, the Customer shall be obliged to provide security for those obligations.
- 9.7 The Bank shall not be liable for any loss or delay in any bill of exchange or other document during transport or when such documents are in the possession of third parties.
- 9.8 Documentary credit shall be governed by the International Chamber of Commerce's Uniform Customs and Practices, UCP600 (500) or ISP 98 and collection shall be subject to the same rules (UCP522).

10. BILLS OF EXCHANGE AND NOTES

- 10.1 Where there is no agreement to the contrary, the Bank shall not be obliged to send protests in the case of non-payment.
- 10.2 If, before payment is made, the Bank applies a credit to the account corresponding to the value of the bills of exchange and notes sent to it for collection, that credit shall be deemed to be subject to payment and in all events the Bank shall have a right of recourse.
- 10.3 The Bank shall be entitled to re-debit this amount from the Customer with interest in cases where the bills of exchange and notes sent to it for collection, or which were discounted by it, were not paid upon presentation for any reason, the unfettered use of the proceeds of bills of exchange or notes was limited by law or administrative or judicial measures, these securities cannot be presented because they have been lost or where there are other insuperable barriers, a moratorium has been imposed on the country or region of payment, or the Bank is charged with the value of the bills of exchange and notes which have forged signatures or have been altered.
- 10.4 The Bank shall bear no liability for the authenticity of the signature of the recipient of the bill of exchange or for the standing or identity of the signatory when it seeks to accept bills of exchange on instructions from the Customer.

11. PRIVACY NOTICE - CONFIDENTIALITY - PROTECTION OF PERSONAL DATA

- 11.1 The Customer can be at all times informed in respect to the process of his personal data and information in accordance with the EU Regulation 2016/679 and the respective implementing local law kept with the Bank, by the Privacy Notice of the Bank, as in force which is easily available at its public website and branches, as it explains what information are collected, how that information are used, with whom it will be shared, the circumstances when it is shared and what steps are taken to make sure it stays private and secure and the data subjects' rights and that in all cases the Privacy Notice should be read carefully.

11A. COLLECTION AND USE OF CUSTOMER INFORMATION, FINANCIAL CRIME RISK MANAGEMENT ACTIVITY AND TAX COMPLIANCE - TERMS AND CONDITIONS

DEFINITIONS

Capitalised terms used in this clause 11A ("**These Terms**") shall have the following meanings, unless the context otherwise requires:

“Authorities” means any judicial, administrative or regulatory body, any government, or public or government agency, instrumentality or authority, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, or any agents thereof, having jurisdiction over any part of HSBC Group.

“Compliance Obligations” means obligations of any member of the HSBC Group to comply with: (a) any applicable local or foreign statute, law, regulation, ordinance, rule, judgment, decree, voluntary code, directive, sanctions regime, court order, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to HSBC or a member of the HSBC Group (**“Laws”**), or international guidance and internal policies or procedures, (b) any demand from Authorities or reporting, regulatory trade reporting, disclosure or other obligations under Laws, and (c) Laws requiring HSBC to verify the identity of our Customers.

“Connected Person” means a person or entity whose information (including Personal Data or Tax Information) is provided by, or on behalf of, the Customer to any member of the HSBC Group or otherwise received by any member of the HSBC Group in connection with the provision of the Services. In relation to the Customer, a **Connected Person** may include, but is not limited to, any guarantor of the Customer, a director or officer of a company, partners or members of a partnership, any “substantial owner”, “controlling person”, or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, representative, agent or nominee of the Customer, or any other persons or entities having a relationship to the Customer that is relevant to its banking relationship with the HSBC Group.

“controlling persons” generally means individuals who exercise control over an entity (for a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and any body else who exercises ultimate effective control over the trust, and in the case of a legal entity other than a trust, such term means persons in equivalent or similar positions of control).

“Confidential Information” means any information that is designated by the Customer or by law, indicatively but not limited, Banking Secrecy law etc., numbers and balances of accounts, as confidential at the time of disclosure and, at any time, during the business relationship, or that a reasonable person would consider to be confidential, non-public or proprietary in nature.”

“Customer Information” means Personal Data, Confidential Information, and/or Tax Information of either the Customer or a Connected Person [(including, accompanying statements, waivers and consents, where necessary)].

“Data Protection Act” means the applicable data protection legislation well as any relevant decisions, circulars or opinions issued by the Hellenic Data Protection Authority and/or competent body/authority.

“Financial Crime” means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or violations, or attempts to circumvent or violate any Laws or regulations relating to these matters.

“HSBC” means HSBC France lawfully established in Greece as a branch, duly registered with the General Commercial Registry (GEMI), with registered office at 109-111 Messoghion Ave., Athens. HSBC France, Greek branch is authorized by the ECB, the ACPR and the Bank of Greece; its banking activities in Greece are further subject to limited supervision by the Bank of Greece (21 Eleftheriou Venizelou, Athens) and the Hellenic Capital Market Commission (1 Kolokotroni, Athens) exclusively with regard to the issues provided for by the applicable legislation. BIC/SWIFT number MIDLGRAA and the website www.hsbc.gr are used by the Greek branch of HSBC France.

“HSBC Group” means HSBC Holdings plc, and/or any of, its affiliates, subsidiaries, associated entities and any of their branches and offices, and **“any member of the HSBC Group”** has the same meaning.

“Loss” means any claim, charge, cost (including, but not limited to, any legal or other professional cost), damages, debt, expense, tax, liability, obligation, allegation, suit, action, demand, cause of action, proceeding or judgment, however calculated or caused, and whether direct or indirect, consequential, punitive or incidental.

“Personal Data” means any data relating to an individual from which the individual can be identified, including, without limitation, sensitive personal data, [name(s), residential address(es), contact information, age, date of birth, place of birth, nationality, citizenship, personal and marital status].

“Services” means, without limitation, (a) the opening, maintaining and closing of the Customer’s bank accounts, (b) the provision of credit facilities and other banking products and services to the Customer (including, for example, securities dealing, investment advisory, broker, agency, custodian, clearing or technology procuring services, payment services), processing applications, ancillary credit assessment and product eligibility assessment, and (c) the maintenance of HSBC’s overall relationship with the Customer, [including marketing or promoting financial services or related products to the Customer, market research, insurance, audit and administrative purposes].

“substantial owners” means any individuals entitled to more than 10% of the profits of or with an interest of more than 10% in an entity either directly or indirectly.

“Tax Authorities” means domestic or foreign tax, revenue, fiscal or monetary authorities.

“Tax Information” means any documentation or information (and accompanying statements, waivers and consents where necessary) relating, directly or indirectly, to the tax status of a Customer (regardless of whether that Customer is an individual or a business, non-profit or other corporate entity) and any owner, “controlling person”, “substantial owner” or beneficial owner of a Customer, that HSBC considers, acting reasonably, is needed to comply (or demonstrate compliance, or avoid non-compliance) with any HSBC Group member’s obligations to any Tax Authority. **“Tax Information”** includes, but is not limited to, information about: tax residence and/or place of organisation (as applicable), tax domicile, tax identification number, Tax Certification Forms, certain Personal Data (including name(s), residential address(es), age, date of birth, place of birth, nationality, citizenship).

“Tax Certification Forms” means any forms or other documentation as may be issued or required by a Tax Authority or by HSBC from time to time to confirm the tax status of an account holder or the Connected Person.

Reference to the singular includes the plural (and vice versa).

1. COLLECTION, PROCESSING AND SHARING OF CUSTOMER INFORMATION

These Terms explain how HSBC will use information about the Customer and Connected Persons. By using the Services, the Customer agrees that HSBC and members of the HSBC Group shall use Customer Information

Customer Information will not be disclosed to anyone (including other members of the HSBC Group), other than where:

- HSBC is legally required to disclose;
- HSBC has a public duty to disclose;
- HSBC’s [or a third party’s] legitimate business purposes require disclosure;
- the disclosure is made with Customer consent if required; or
- it is disclosed as set out in the following Terms.

COLLECTION

1.1. HSBC and other members of the HSBC Group may collect, use and share Customer Information (including relevant information about the Customer, the Customer’s transactions, the Customer’s use of HSBC’s products and services, and the Customer’s relationships with the HSBC Group). Customer Information may be requested from the Customer (or a person acting on the Customer’s behalf), or may also be collected by or on behalf of HSBC, or members of the HSBC

Group, from other sources (including from publically available information), generated or combined with other information available to HSBC or any member of the HSBC Group.

PROCESSING

1.2. HSBC and/or members of the HSBC Group will process, transfer and disclose Customer Information in connection with the following **Purposes**: (a) providing Services and for any transactions requested or authorised by the Customer, (b) meeting Compliance Obligations, (c) conducting Financial Crime Risk Management Activity, (d) collecting any amounts due from the Customer, (e) conducting credit checks and obtaining or providing credit references, (f) enforcing or defending HSBC's, or a member of the HSBC Group's, rights, (g) for internal operational requirements of HSBC or the HSBC Group (including, without limitation, credit and risk management, system or product development and planning, insurance, audit and administrative purposes), (h) maintaining HSBC's overall relationship with the Customer (including marketing or promoting financial services or related products to the Customer and market research), (the "**Purposes**").

SHARING

1.3. By using the Services, the Customer agrees that HSBC may (as necessary and appropriate for the Purposes) transfer and disclose any Customer Information to the following recipients (who may also process, transfer and disclose such Customer Information for the Purposes):

- a. any member of the HSBC Group;
- b. any sub-contractors, agents, service providers, or associates of the HSBC Group (including their employees, directors and officers);
- c. in response to any requests from any Authorities;
- d. anyone acting on behalf of the Customer, payment recipients, beneficiaries, account nominees, intermediary, third parties explicitly authorized by the Customer to gain access to certain information of his payment account for the purpose of rendering of payment initiation services and/or account information services to the Customer and/or verifying the availability of sufficient funds on the Customer's payment account for execution of initiated card-based payment instructions as per the framework contract for payment services and applicable laws, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which the Customer has an interest in securities (where such securities are held by HSBC for the Customer);
- e. any party acquiring an interest in or assuming risk in or in connection with the Services;
- f. other financial institutions, credit reference agencies or credit bureaus, for obtaining or providing credit references;
- g. any third party fund manager who provides asset management services to the Customer;
- h. any introducing broker to whom HSBC provides introductions or referrals;
- i. in connection with any HSBC business transfer, disposal, merger or acquisition.

wherever located, including in jurisdictions which do not have data protection laws that provide the same level of protection as the jurisdiction in which the Services are supplied.

CUSTOMER OBLIGATIONS

1.4 The Customer agrees to inform HSBC promptly, and in any event, within 30 days, in writing if there are any changes to Customer Information supplied to HSBC or a member of the HSBC Group from time to time, and to respond to any request from, HSBC, or a member of the HSBC Group.

1.5. The Customer confirms that every Connected Person/person whose information (including Personal Data, Confidential Information or Tax Information) they have provided to HSBC or a member of the HSBC Group has been notified of and agreed to the processing, disclosure and

transfer of their information as set out in These Terms and the Privacy Notice. The Customer shall advise Connected Persons/such persons that they may have, among others, rights of access to, and correction of, right to erasure, restriction in processing, data portability and objection to processing their Personal Data as per the Privacy Notice.

1.6. Where:

- a Customer fails to provide Customer Information that HSBC reasonably requests, or
- a Customer withholds or withdraws any consents where required which HSBC may need to process, transfer or disclose Customer Information for the Purposes, or
- HSBC or a member of the HSBC Group has suspicions regarding the possible commission of Financial Crime or a Customer presents a potential Financial Crime risk to a member of the HSBC Group,

HSBC may:

- a. be unable to provide new, or continue to provide all or part of the, Services to the Customer and reserves the right to terminate its business relationship with the Customer;
- b. take actions necessary for HSBC or a member of the HSBC Group to meet the Compliance Obligations; and/or
- c. block, transfer, redeem, liquidate or close Customer account(s).

In addition, the failure of a Customer to supply their, or their Connected Person's, Tax Information and accompanying statements, waivers and consents, where required may result in HSBC making its own decision with respect to the Customer's status, including whether to report such Customer to a Tax Authority, and may require HSBC or other persons to withhold amounts as may be legally required by any Tax Authority and paying such amounts to any Tax Authority.

2. DATA PROTECTION

2.1 Whether it is processed in a home jurisdiction or overseas, in accordance with data protection legislation, Customer Information will be protected by a strict code of secrecy and security which all members of the HSBC Group, their staff and third parties are subject to.

2.2 The Customer can be at all times informed in respect to the process of his personal data and information in accordance with the EU Regulation 2016/679 and the respective implementing local law kept with the Bank, by the Privacy Notice of the Bank, as in force which is easily available at its public website and branches, as it explains what information are collected, how that information are used, with whom it will be shared, the circumstances when it is shared and what steps are taken to make sure it stays private and secure and the data subjects' rights and that in all cases the Privacy Notice should be read carefully.

3. FINANCIAL CRIME RISK MANAGEMENT ACTIVITY

3.1 HSBC, and members of the HSBC Group, are required, and may take any action they consider appropriate [in their sole and absolute discretion], to meet Compliance Obligations in connection with the detection, investigation and prevention of Financial Crime ("**Financial Crime Risk Management Activity**").

Such action may include, but is not limited to: (a) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by the Customer, or on its behalf, (b) investigating the source of or intended recipient of funds (c) combining Customer Information with other related information in the possession of the HSBC Group, and/or (d) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming a Customer's identity and status.

- 3.2** To the extent permissible by law, neither HSBC nor any other member of HSBC Group shall be liable to the Customer or any third party in respect of any Loss whether incurred by the Customer or a third party in connection with the delaying, blocking or refusing of any payment or the provision of all or part of the Services or otherwise as a result of Financial Crime Risk Management Activity.

4. TAX COMPLIANCE

The Customer and each Connected Person acting in their capacity as a Connected Person (and not in their personal capacity) acknowledges they are solely responsible for understanding and complying with their tax obligations (including but not limited to, tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) and/or Services provided by HSBC and/or members of the HSBC Group. Certain countries may have tax legislation with extra-territorial effect regardless of the Customer's [or Connected Person's] place of domicile, residence, citizenship or incorporation. HSBC and/or any member of the HSBC Group does not provide tax advice. The Customer is advised to seek independent legal and/or tax advice. HSBC and/or any member of the HSBC Group has no responsibility in respect of a Customer's tax obligations in any jurisdiction which may arise including, without limitation, any that may relate specifically to the opening and use of account(s) and/or Services provided by HSBC and/or members of the HSBC Group.

5. MISCELLANEOUS

- 5.1.** In the event of any conflict or inconsistency between any of these Terms and those in any other service, product, business relationship, account or agreement between the Customer and HSBC, These Terms shall prevail.
- 5.2.** If all or any part of the provisions of These Terms become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of these Terms in that jurisdiction.

6. SURVIVAL UPON TERMINATION

The Customer declares expressly and irrevocably that he/she acknowledges and accepts that These Terms shall continue to apply notwithstanding their termination, any termination by HSBC or a member of the HSBC Group of the provision of any Services to the Customer or the closure of any Customer account.

12. INTERNET USE

- 12.1** The Bank may provide the Customer with information, advice, recommendations and studies using the internet, especially via its branches (hereinafter referred as the 'Websites').

For the provision of the electronic banking transactions service (Online Banking) through the use of the technology and infrastructure of the internet, a separate contract for the provision and use of said service (hereinafter the 'Service') will be signed and electronically accepted, in which the services in each case and the terms and conditions for the provision and use of said service will be laid out and that contract will form an indispensable part of these Terms and of the framework contract for payment services, as in force at the time. It is agreed that in case the terms and conditions of above service are included in these Terms, any amendments

related to the service shall appear in the environment of the service and must be accepted prior to any transaction at the date of commencement of validity of such amendments, so that the Customer will be deemed valid subscriber of the said service. In case of non-acceptance, the said service will be ceased to be provided to that Customer.

- 12.2 It is agreed that the Customer may not register for this service and/or place instructions via this service without having accepted the terms and conditions in the service agreement and at the same time he must also accept the general terms and conditions for individuals and the framework contract for payment services, as in force. It is agreed that in order for the Customer to register for this service he must use his Personal Identification Number or Phone Banking e-PIN number for the HSBC Phone Banking service along with his Personal Banking Number (PBN) or any other means or method which is notified to him by the Bank. The Customer hereby accepts the terms, conditions and consequences of himself or a person jointly holding an account with him becoming a subscriber to the Bank's electronic banking transactions service.
- 12.3 When the Customer carries out a transaction through the Service, he will initially receive confirmation at the Service's website and/or in the electronic account statement and/or the electronic credit card statement as the case may be. The Bank shall inform the Customer by sending him a message within the secure interface of said service (secure e-message) as well as an e-mail message at the e-mail address last provided to the Bank by the Customer. In order to read, store or print the account statement in PDF format, the Customer will need the Acrobat © Reader application (version 6.0 or later).
- 12.4 If the Customer does not have this software, the Bank will provide a secure link at its website in order for the Customer to download the software free of charge. If the Customer has chosen to receive information in hard copy, the option for the issuing of e-statement will be automatically deactivated.
- 12.5 The Customer hereby acknowledges and by using the internet acknowledges that any communication with the Customer via the internet may entail the sending and receipt of preferential, confidential or secret data and/or information which relate to him. Where the Customer does not any more wish to receiving e-mail messages over the internet which are not related to the service, the Customer must promptly inform the Bank of this in the way specified by the Bank. Any contracts on the Bank's behalf will only be concluded where the Bank has placed an authorised signature and not via e-mail messages. No employee or officer of the Bank is entitled to conclude contracts which entail the Bank undertaking obligations to any counterparty by email without the express written confirmation of the Bank's authorised representative. The Customer acknowledges and the Bank states that the Bank will never ask for the Customer's security credentials by e-mail. The Customer is also advised to access the Bank's website directly, not by connecting through other webpages or from the address presented as the Bank's address in any e-mail messages he may have received, and in particular not to record his personalized security credentials in e-mail messages. The above is without prejudice to the right of the Customer to use payment initiation services and/or account information services provided by third party providers, subject to these terms and the framework contract for payment services, in which case the Bank acting as an account servicing payment service provider in the context of the provision of the aforementioned services by third party providers will apply the same customer authentication procedures it applies with respect to the execution of payment orders received by the Customer. In all events where the Customer knows or suspects that his passwords have been lost or stolen or are being used or that an attempt has been made to use them by a third party, he must inform the

Bank immediately in writing or through the HSBC Phone Banking service by speaking with a Bank agent and not through the IVR system. The Bank shall inform the Customer that viruses may also be sent to computers by email. Sending emails cannot be guaranteed as a safe or error-free method since the information may be tampered with, lost, destroyed, delayed, sent incomplete or may contain viruses.

- 12.6 The Bank shall take every reasonable precaution and shall be diligent in ensuring that its emails do not contain viruses. Neither the Bank nor the email sender undertake any liability for any viruses which may be sent by email and any file attachments or for any loss or damage which may occur from use of emails or attachments, and the Bank advises the Customer before using such services to pass any emails or attachments via anti-virus software.

The Customer acknowledges that the internet is not a safe means of communication for sensitive and confidential information and undertakes the risk of any disclosure of personal data to other non-authorised persons. The Bank has taken every possible measure in its business practice to protect the software system used in transactions carried out through the Service from any viruses and is not responsible in the case of any damage to the Customer's application or files due to viruses. The Bank cannot guarantee the absence of viruses and is not responsible if any viruses cause any loss of equipment, software, files or any other loss to Customer. The Bank has taken all the necessary measures for a high level of system, data and transaction security and protection, as required by business practices and it has adopted security measures for the integrity and confidentiality of personalised security credentials of the Customer and developed common and secure open communication standards for the purpose of secure communication with the Customer and/or third parties instructed by the latter to provide payment initiation services and/or account information services and/or to verify the availability of funds on the Customer's payment account for the execution of card-based payment transactions. However, the Bank is not responsible if, despite the above due diligence, the confidentiality of the Customer information is breached. The Bank shall not be liable for any delay in the Customer receiving any information from its websites and the Customer alone shall be responsible for any use of that information.

- 12.7 The Customer will be given access to certain Bank webpages, provided that corresponding personalized security credentials have been issued for the Customer.
- 12.8 The Customer declares and acknowledges that instructions and/or data which the Bank may have sent to him by email may not be safe or error-free since it is possible and likely that data has been corrupted, lost, delayed or affected by viruses and the Customer declares and acknowledges that the Bank shall not be liable for any such corruption, loss, delay and/or infection with viruses or any errors or omissions in instruction and/or data which have been sent using said medium.
- 12.9 The Customer declares that the use of internet will be deemed as acknowledgement and acceptance of the terms of use of the official website of the Bank and Cookies Policy as applicable from time to time and that he/shall read the specific terms on a regular basis.
- 12.10 The Customer can be at all times informed in respect to the process of his personal data and information in accordance with the EU Regulation 2016/679 and the respective implementing local law kept with the Bank, by the Privacy Notice of the Bank, as in force which is easily available at its public website and branches, as it explains what information are collected, how that information are used, with whom it will be shared, the circumstances when it is shared and what steps are taken to make sure it stays private and secure and the data subjects' rights and that in all cases the Privacy Notice should be read carefully.

13. FORCE MAJEURE

The Customer acknowledges and accepts that the Bank shall not have infringed its obligations and shall not be liable for losses which may be incurred from total or partial inability on its part to discharge its obligations and/or duties due to force majeure. Reasons of force majeure are defined as conditions which are against the Bank's will, unusual and unforeseeable, the consequences of which would have been unavoidable despite all efforts to the contrary by the Bank, such as acts of god, fires, governmental or state actions, war, civil war, embargoes, inability to contact third parties for any reason, system / computer / clearing/settlement system failure, inability/delay in sending messages via any medium, prevention or obstruction in provisioning or other supply, any kind of labour disputes, delayed or erroneous payment by an agent due to strikes by its employees or by the employees of its agents and/or sub-contractors or actions of Greek or foreign authorities or any other delay, omission or inability to perform any obligation due to any law, order or other act or threat of act of any authority (de jure or de facto) or any other cause (whether similar to the above or not) which are beyond the Bank's control or beyond the control of the Bank's agents or sub-contractors.

14. COMPENSATION

The Customer agrees to compensate the Bank and its agents upon request and to indemnify the Bank fully and effectively against any persons, acts, actions, claims, obligations, losses, penalties, decisions, costs, expenses and payments of any kind or nature which may be imposed or arising for the Bank as a direct or indirect result of the Customer's non-compliance with the Terms and with the framework contract for payment services, as in force at the time, unless the Bank has acted fraudulently or with gross negligence. References to the term 'the Bank' shall also include references to any advisor or employee of the Bank.

15. TERMINATION OF BUSINESS RELATIONSHIP

The Bank shall be entitled to immediately terminate at any time the business relationship and therefore the framework contract payment services and any separate banking agreements and vice versa upon previously informing the Customer in writing whenever there is a serious ground and indicatively if it ascertains that any information/statement/guarantee provided by the Customer concerning his identity and/or financial situation or his legal capacity to transact is or has become untrue or inaccurate in any way, when there are any losses or any risk of losses of the Customer's funds or any infringement of the Terms, or breach or failure of the Customer to perform any of his/her obligations towards the Bank under these Terms or any other contract or upon occurrence of any ground that has been agreed upon as termination ground in these Terms or any other contractual relationship or agreement of the Customer or breach or failure to perform any other obligation of the Customer towards third parties from any cause or failure for the Bank to comply with legislation or any offence has been committed or there are indications for the commitment of an offence/fraud with regard to his account or transactions or there are indications for suspect transaction or offence in relation to his/her account or the Customer has not performed his obligations regarding the procedures to prevent money laundering or due to reasons related to the transactions' safety and the Customer must pay every receivable of the bank stemming from any business relationship. In all other cases, the Bank may at any time terminate the business relationship and close any and all account without a serious ground provided that the Customer has been given two months' notice.

The Customer may terminate the business relationship and close his account at any time by giving at least one month's written notice to the Bank and the account shall be closed according to the above. In all events, until the month elapses the Customer shall continue to be contractually obliged vis-à-vis the Bank to discharge all obligations relating to the account as well as charges which will be calculated until the date of closing the account which will burden the Customer.

Once the account is closed, either upon termination from the Bank's part or the Customer's part, the Customer is obliged to destroy payment instruments by cutting cards in two as per the

signature block, the strip and the chip and PIN part and return every payment instrument/mean/debit/credit cards/token related to the account(s) as well as all the unused cheques and the cheque books. In case these are not returned, the Bank has no liability, whatsoever, towards the Customer in case of appearance of cheques after the account closing. In all cases, the termination of the contractual relationship entails that no transaction is executed and the Bank shall dispose any balance in a manner decided at the Bank's discretion.

16. ASSIGNMENT OF RIGHTS

The Bank alone shall be entitled to assign or transfer to other credit or financial institutions in general its claims and rights deriving from these Terms including the separate banking agreements without the Customer's prior consent, but the Bank shall notify the Customer in writing of any such assignment or transfer, unless the Bank, in agreement with the assignee, continues to manage the Customer's relationships.

17. APPLICABLE LAW - JURISDICTION – OUT-OF-COURT SETTLEMENT OF DISPUTES - COMPLAINTS

17.1 The Terms, the applications and the terms of the individual contracts shall be governed by Greek law including the legislative decree dated July 17th/13.8.1923 on specific provision on societies anonymes. The Terms, the individual banking contracts and the framework contract for payment services are concluded in Greek and the language of communication during business relationship shall be Greek or the language which will be expressly agreed with the Customer. The Customer may submit any complaint to the Bank to the Compliance Department (109-111 Messoghion Avenue, Athens 11526) without prejudice to relevant provisions in the framework contract for payment services and the European Consumer Centres Network (www.synigoroskatanaloti.gr, tel: +30 210 6460862) within the legal timeframes from the date of the initial complaint or to recourse to legal judicial means, as indicated and updated on the Bank's website.

17.2 The authority competent to deal with complaints is the General Secretariat for Consumer Affairs / Ministry of the Finance and Competitiveness. In order to resolve disputes out of court regarding payment services, the competent bodies are the Independent Authority Consumers' Ombudsman, the Hellenic Ombudsman for Banking - Investment Services and the Amicable Settlement Committees for Consumer Disputes specified by the provisions of Article 11 of Law 2251/1994, without prejudice to relevant provisions in the framework contract for payment services.. For further information please visit the Bank's public website and relevant bodies' public websites.

17.3 Following an agreement between the contracting parties, the competent courts in terms of location for the purpose of interpreting the terms and resolving any dispute arising from or due to these Terms and the terms of individual contracts are the competent courts of the City of in the Prefecture of If the previous sentence is not filled in, the competent courts in terms of location for the purpose of interpreting the terms and resolving any dispute arising from or due to these Terms and the terms of individual contracts are the competent courts of Athens.

PART II

CONTRACT TERMS FOR THE ISSUANCE AND USE OF AN HSBC VISA DEBIT CARD

1. PREAMBLE

1.1 It is hereby agreed that the terms of this individual contract also apply to all customers including the Advance Customers and Premier Customers with any corresponding fees and charges or exemptions applicable to each customer category according to the Bank's services and product price list applicable at the time, as this price list is available at the Bank's branches and website and through the HSBC Phone Banking service by speaking with an agent and not through the Interactive Voice Response System and the HSBC Online Banking service.

1.2 By means of this contract on the issuance and use of a VISA debit card from HSBC (hereinafter the 'Card'), the Bank agrees to provide the Customer with a Card upon the Customer's request which constitutes integral part of this agreement and the Terms in line with the following terms and conditions.

1.3 The Card allows the Customer to purchase items and withdraw cash around the world and place orders over the internet, by phone or mail, pay bills, pay subscriptions, etc. and to connect up to five (5) bank accounts to the card for direct access via ATMs in Greece, 24/7. The issuance and use of the Card shall be subject to the following terms, which have been expressly agreed and accepted by the Customer as material and substantive.

2. CARD ISSUANCE / PERSONAL IDENTIFICATION NUMBER

2.1. The Card shall remain the Bank's property for such time as the card is valid and use of the card is strictly personal. The transfer, assignment or use of the card by any third party is prohibited and the card must be returned when that is requested by anyone acting on the Bank's orders and on its behalf.

2.2 The Card shall be delivered in deactivated mode when issued, re-issued or renewed to the Customer by post. The Customer undertakes the risk and cost of dispatch where an accurate delivery address for the card has not been provided or where his address has changed. The Card may, at the Bank's discretion, be delivered to the Customer or any person authorised by him at a Bank branch. Where the Card is sent in deactivated mode, it shall be activated by the Customer in accordance with the Bank's instructions in each case. In order to activate the Card, the Customer must contact the HSBC Phone Banking service and speak with an agent (not through the Interactive Voice Response System).

2.3. The Card together with the personal identification number of the Customer (Card PIN) which is equivalent to the Customer's signature and has been generated by the Bank under maximum security conditions and shall be delivered to the Customer at the branch unless the Customer requests the dispatch of the Card PIN at a later stage by simple mail in an especially sealed envelope. It is agreed that there are various methods of authorisation and of Customer giving instructions for transactions and in particular authorisation entailing use of the Card along with the Cardholder's signature at points of sale (POS) or use of the Card along with the Card PIN for transactions at POS / ATM transactions or use of the Card number, and in certain cases with the security code for transactions conducted by mail, phone, the internet or other secure system, or authorisation with use of the Card and the signature of the Customer if the other types of authorisation are not available or are not supported. . In that respect, further requirements under the strong customer authentication procedure established and applied by the Bank pursuant to framework contract for payment services may arise. The Customer shall be obliged to use the Card and discharge his obligations under this contract and to promptly inform the Bank where his particulars or the mailing address for the statement change.

- 2.4. The Customer shall be obliged to immediately sign the Card in the special box for that purpose using an indelible pen before entering into any transaction, to use the Card lawfully and to fully comply with the terms of this contract. The Customer shall be obliged to comply with the Card / Card PIN security and protection rules, not to allow any third party to have or use the card or Card PIN and not to disclose the Card PIN to any third party. The Bank shall bear no liability to the Customer if the Card was used by a third party who knows or who randomly guessed the Customer's PIN, if the Customer has not notified the Bank of such unauthorised use in accordance with the manner set out herein. The Customer shall be obliged to memorise the Card PIN and not to record it on the Card or on any document accompanying the Card, or if he does record it, it must be in such a manner (e.g. by mixing up the numbers) that it is not easily perceivable or comprehensible to any third party who may attempt to make unauthorised use thereof. The Customer shall also be obliged to destroy the notification slip and to promptly inform the Bank where there are suspicions that the Card PIN has been stolen or lost or has been disclosed or is not be used in an approved manner, only by contacting the Bank's Phone Banking service and only by talking with an agent of the Bank at the service, and not using the Interactive Voice Response (IVR) system on that service, by calling 801 11 72000 or +30 210 69 62 070 or any other number which may be notified to the Customer. The Customer must also state whether he wishes the PIN to be immediately replaced or not. Moreover, if the Customer does not receive the Card PIN notification within 15 days from the date on which Card was issued or re-issued, he must promptly notify the Bank in writing or call Card Services on 801 11 72000 / +30 210 69 62 070 or any other number notified to the Customer. In all events, the Bank reserves the right to request that the Customer provide written notification of the above.
- 2.5. The Bank shall be entitled to withdraw the right to use a Card used on objectively justifiable grounds relating to Card security, or the suspicion of non-approved or fraudulent use. The Bank shall inform the Customer by phone and if possible shall do so before the Card is withdrawn or in all events immediately after it is withdrawn, unless such notice would be contrary to the objectively justified security grounds or is expressly prohibited by national law or any related legislation of the European Union. Once the Customer is notified by the Bank to return the Card, he is obliged to comply immediately.
- 2.6. The Card as a plastic card shall initially be valid for a 5 year period from the date on which the Card is issued and thereafter shall be renewed for 5-year periods each time upon prior approval of the Bank. Where the Customer does not wish the Card to be renewed he must inform the Bank in writing 60 days before it expires. The Customer declares that he/she acknowledges that no Card should be used if this agreement has been terminated, after the Card has expired or if the Card has been declared lost or stolen, or use of the Card was cancelled or suspended, nor must the Card be used at any ATM in Greece or abroad in breach of the national rules applicable in each country.

3. CUSTOMER OBLIGATIONS AND RIGHTS – LOSS/THEFT OF CARD – CARD PIN

- 3.1 The Customer is obliged: a) to use the Card in accordance with the terms set out in this contract and to take all due measures to safeguard the Card and the Card PIN which enables the Card to be used; and b) to promptly inform the Bank at the Lost Cards Helpline by calling the Loss / Theft Reporting Service on 800 11 72000 / +30 210 69 62 190 or any other number notified to the Customer, once he realises that the card has been lost or stolen or misappropriated or is being used by an unauthorised person or in an unauthorised manner. In all events, the Bank reserves the right to request that the Customer provide written notification of the above.
- 3.2 The Customer shall receive compensation from the Bank only where he promptly notified the Bank when he became aware of any unauthorised or erroneous payment transaction, and no

later than 13 months after the charge was applied for that transaction. Without prejudice to the above, in the case of an unauthorised transaction (via the Card using an ATM, and not payment transactions made by the Cardholder or via the Cardholder) the Bank shall be obliged to return the amount corresponding to the unauthorised transaction to the Customer, and if appropriate, to return the balance of the payment account debited to the state in which it would have been had the unauthorised payment transaction never taken place.

- 3.3 By way of derogation from the above, the Customer shall be liable in relation to any unauthorised payment transaction, up to a maximum of EUR 50.00 for losses arising from the use of a lost or stolen or misappropriated Card. Such liability will not apply in cases where (a) the loss, theft or misappropriation of the Card was not detectable to the Customer as payer prior to the conduct of the payment transaction, except where the Customer as payer has acted fraudulently or (b) the loss was caused by acts or omissions of an employee, an agent or a branch of the Bank as payment service provider or an entity to which the Bank as payment service provider had outsourced its activities. The Customer shall be liable for all losses relating to unauthorised payment transactions where those losses are due to the fact that he acted fraudulently or did not discharge one or more obligations (did not use the Card in accordance with the terms and conditions relating to issuing and use of the Card, and did not promptly inform the Bank or the body designated by it once he realised that the Card had been lost, stolen or misappropriated or used in an unauthorised manner) deliberately or due to gross negligence. In these cases the maximum figure cited above shall not apply.
- 3.4. From the moment the Bank is notified the Customer shall no longer bear liability for losses due to loss or theft or the misappropriation of the Card, save for cases where he acted fraudulently or gross negligence. The Bank shall bear no liability for the Customer's loss arising from theft or loss of the Card and its use at ATMs before the loss or theft is notified to the Bank's competent department. The Bank is hereby authorised to record the Customer's notification of loss or theft, or any other issue made by telephone on a magnetic storage medium.
- 3.5 The Card and the corresponding Card PIN shall be re-issued subject to compliance with the terms and conditions of this contract immediately after the Customer reports it lost or stolen, and that Card shall be a continuation of the lost or stolen Card or card used in an unauthorised manner unless the Customer requests in writing or declares to the Help Desk or calls Card Services stating that he does not wish the Card to be reissued.

4. CARD USE

- 4.1 In the case where the Customer has authorised a payment transaction either (a) by combined use of the Card and its PIN at a point of sale (POS) or an ATM or (b) by recording/stating the Card number and any security code(s) required under some circumstances for postal/phone/internet transactions or using a secure system, or (c) by combined use of the Card and his signature, in the case where any other choice of authorisation is not available, it is agreed that this shall be exclusive and full proof that the Customer has actually authorised the payment transaction. The combination of the Customer's Card determine the Customer's identity, personalise the Customer and entail the same results with those of his/her signature by hand in providing payment orders. The Customer accepts that any transaction which is executed by the Bank has been activated/initiated by the combined use of his/her personal security codes and/or the Customer's Card data and derives and is deemed authorised by himself/herself, counter proof being permitted in accordance with the provision of the Greek legislation. The Customer also acknowledges that, in that respect, further requirements under the strong customer authentication procedure to be established by the Bank pursuant to framework contract for payment services may arise.

- 4.2 The Customer acknowledges that in transactions where the Card is used as a payment instrument, the Bank shall set at the end of each working day a cut-off time for each service channel, and cut-off times for currency conversion, which can be found and checked at the Bank's branches, on its website and via the HSBC Online Banking Service for subscribers to that service, after which cut-off times any order received shall be deemed to have been received on the next working day.
- 4.3 The Customer, using the Card, shall be entitled to enter into transactions to pay the purchase price of goods and/or services with all merchants displaying the VISA logo who have a contract with the VISA network, in Greece or abroad (hereinafter 'Merchants' or 'Merchant') in the context of good faith and the merchant's financial abilities. The debiting of the Customer's account with the amount of each transaction will be completed on the date which the transaction is settled by VISA, at which time a respective update will be sent to the Bank for the final debiting of the account. The Card is euro-denominated. The Card is valid worldwide and can also be used for transactions and cash withdrawals abroad. The Customer may make payments or obtain cash advances in other currencies depending on the country in which the transaction instruction originates, the merchant's nationality, etc.
- 4.3.1 In every transaction with a Merchant the Customer shall sign a special form (hereinafter the 'Debit Note') issued either using an imprinter or an electronic device for reading the Card and printing out the Debit Note (EFT/POS) or by keying the PIN into said devices, taking all measures necessary to ensure that the PIN is not disclosed to third parties. Upon signing the Debit Note or keying in the PIN the Bank is authorised to debit the Card account with the transaction amount and to pay the Merchant accordingly.
- 4.3.2 The particulars of the transaction with the Merchant and the amount shall be filled out on the Debit Note in the presence of the Customer who shall sign such Debit Notes, save from remote transactions with merchants where the following shall apply. Debit notes shall necessarily set out the terms of such transaction.
- 4.3.3 Under the terms of this agreement, for any kind of transaction through the Card with Merchants (in presence or remotely) the Customer provides the Bank with an irrevocable mandate and power to pay on his/her behalf and charge the connected with the Card account and declared as main account of the Customer (even if such becomes in debit) with the amounts mentioned in the Debit Notes or any relevant vouchers provided by the Merchants in respect with the cases where the debit notes shall be signed by himself/herself with the exception of the remote transactions with the value of such transactions executed through the Card as well as with the expenses and any foreign exchange interest rates which may derive from the nature of the transaction to the aim of paying the Merchant in the context of the applicable legislation, and the terms and conditions agreed upon by and between the Merchant and Customer; should such terms be infringed the Bank shall not bear any liability. The Customer is liable during the whole duration of the validity of the Card for the existence of sufficient funds which shall always cover the transactions through the Card until the determined each time daily limit of transactions, always calculating cumulatively any orders which have been executed but not yet debited from the account, the under execution and settlement transactions and any kind of costs and expenses for the respective transactions including any costs from any foreign currency exchange rates and the costs of issuance, if any and especially that the Bank blocks at maximum a 5% of the transaction value (which means that this amount is not any more available) until the time of settlement and clearance. Transactions in a foreign currency entered into using the Main Card and/or any Additional Card shall be subject to charges which depend on the place where the transaction was executed and shall be applied within quantitative limits set from time to time by the banks whose ATMs are used. Any debt arising from such transactions in countries outside the Eurozone shall be converted into euro at the exchange rate (sale price) which applies on the date on which the transaction was debited to the account

in accordance with VISA procedures, and consequently the conversion date may not be the same as the transaction date. Which means that the amount blocked until the settlement and final debit of the Customer's account shall include and cover both the amount of the transaction as well as the above percentage covering any difference between foreign exchange rates whilst the amount which will be finally debited from the Customer's account after settlement will be the transaction amount as it derived from the foreign exchange rate difference as set by VISA. Where the Customer opts to enter into remote transactions by placing internet/mail or phone orders in Greece or abroad he shall undertake the related risk and responsibility. The Customer shall be entitled to give standing orders or other instructions to pay repeat or isolated obligations by debiting the Card account, without signing a Debit Note, but shall undertake the relevant risk and responsibility in this regard.

Any charges incurred for currency conversion, which stand for debit cards at 3%, are added to the fees set by Visa. From April 19th, 2020, the Customer can find out how the cost to him/her of making card transactions within the EU (or EEA, if applicable) compares to the foreign exchange rate(s) issued by the European Central Bank by visiting www.hsbc.gr/cbpr.

- 4.3.4 The Customer shall be entitled to seek from the Bank a return of the money corresponding to an approved payment which was ordered by or through a beneficiary and has already been executed, provided that the following conditions are met: (a) the exact amount of the payment transaction was not specified when authorisation was given, (b) the amount of the payment transaction exceeds the amount the Customer would reasonably expect to pay taking into account the form, previous normal expenditure, terms and conditions of the payment services framework contract and the relevant circumstances of the case, and (c) where the return is requested within eight (8) weeks of the date on which the monies were debited. Where the Customer makes a request for monies to be returned, the Customer shall, on the Bank's request, provide the true facts relating to the above requirements and bear the burden of proof regarding the satisfaction of said refund conditions. For the purpose of calculating the ten (10) working days within which the Bank must return the corresponding amount, and for the purposes of this term, the Customer's request shall be deemed to have been properly made when at the Bank's request the Customer has provided the true facts which demonstrate his previous normal expenditure and all necessary evidence to prove the satisfaction of the refund conditions, and the start date of the ten (10) working day period shall be from the date on which the relevant request was sent and such information/evidence has been provided. Without prejudice to the foregoing terms, within a deadline of ten (10) working days from the date on which the cash return request was received (as defined above) the Bank shall be obliged to either return the entire amount from the payment transaction or justify its refusal to respond to the request and to indicate to the Customer, where that reasoning is not accepted, those bodies he can appeal to, namely the General Secretariat of Commerce and Consumer Protection, or, for the out-of-court resolution of disputes, including the Consumer Ombudsman and the Hellenic Ombudsman for Banking – Investment Services. For more information you may visit the official sites of the bodies. The Customer as payer of payment services agrees that the foreign exchange reference rate is the one of the electronic platform of the Bank at the time of credit of the amount of refund and is not entitled to revoke reasons related to the foreign exchange conversion if the foreign exchange rate was the above agreed one.
- 4.3.5 The Customer hereby agrees that he shall not be entitled to a return when he has transferred his authorisation for the payment instruction to be executed directly to a payment service provider, and as appropriate, the information about future payment transactions is provided or made available to him in accordance with the manner agreed, at least 4 weeks before the date specified by the payment service provider or by the payee.

- 4.4. Finally, the Customer shall have access to up to five (5) bank accounts maintained in his name which he has selected (hereinafter 'Linked Bank Accounts') in order to enter into banking transactions round the clock using the Card in combination with the Card PIN at ATMs which the Bank has installed, or at the ATMs of other banks with which the Bank collaborates, which shall be notified to the Customer in writing from time to time. Where there are several accounts linked to the Card, the Customer shall be obliged to select a Main Account in his application form. The following terms shall apply to use of the Card in this manner:
- 4.4.1. The Customer shall be obliged to comply with all security rules to prevent use of the card and/or PIN and/or access by third parties to the Linked Bank Accounts including taking all reasonable steps for keeping the PIN safe. The Bank shall not be liable on this ground if the Card is used by a third party who knows or who randomly guesses the Card PIN, and thereby acquires access to the Linked Bank Accounts.
- 4.4.2. The Bank shall be entitled, and the Customer hereby authorises it, to debit any Customer's account without warning with any amount which it pays as a fee to other banks for the use of their ATMs or any other expenses incurred.
- 4.4.3. The debit applied to the Customer's Linked Bank Accounts for cash advances, transfers and payments shall be applied by the Bank's Data Centre based on the ATM log and shall constitute proof in full of the amount of cash the Customer withdrew as well as for above transactions.
- 4.4.4. The Customer agrees and accepts that he shall be entitled to obtain cash advances round the clock only where the Linked Bank Accounts have adequate funds and that he must be aware of the balance in those accounts. The Customer acknowledges that in order to ascertain that there are adequate funds in the payment account, the Bank shall take into account any previous instructions which have been executed but not yet debited to the Customer's account or which have been agreed to be executed.
- 4.4.5. The Customer shall be entitled to place amounts in the form of Euro bank notes in the Linked Bank Accounts using his Card in conjunction with the Card PIN at ATMs owned by the Bank or at ATMs in the Alphanet network or those of any other associated banks (with the exception of those which Automatically count and credit cash to accounts) which are notified to the Customer in writing and/or at the Bank's branches and/or via its website. The Customer's Linked Bank Accounts shall be credited with the amount placed in the Bank's ATMs inside an envelope in the manner outlined below depending on the ATM used, with the value date being the date of deposit up until the end of each working day for the Bank's ATMs (namely before 22:00 hours) provided the cash is deposited before cash is collected, counted and checked by 2 authorised bank officers (15:00 hours) and if the amount is deposited at Alphanet ATMs the credit shall be applied by the end of the next working day after the Bank receives notification relating to the Alphanet network's ATMs. If the cash was deposited after the Bank ATM collection / counting / checking time, the credit will be applied at the end of the next working day with the value date being the date of deposit, and in the case of ATMs from the Alphanet network, it will be credited at the end of the second working day after notification to this effect is sent to the Bank. If there is any discrepancy between the amount counted by those officers and that indicated by the Customer on the deposit envelope or keyed in, it is hereby agreed and accepted that the amount which will be credited to each of the Customer's Linked Bank Accounts will be the amount counted by the officers from the bank at whose ATM the deposit was made. A report shall be prepared which shall constitute proof in full of the amount deposited and this report may be used before any court for this purpose. The Bank also has ATMs where cash which is deposited by the Customer is automatically counted and credited to the account indicated by the Customer, becoming immediately available with a same-day

value date. The working day for alternative channels such as ATMs, for the purpose of calculating the value date, is 10:00 to 22:00 hours.

- 4.4.6. The Customer shall be entitled to deposit euro-denominated cheques issued on any bank whose registered offices are in or which is lawfully established in Greece, in the Linked Bank Accounts using only the Bank's ATMs. The relevant amount will be credited to the Linked Bank Accounts within the time period specified by the Bank for each type of cheque. The Bank shall bear no liability where the Customer deposits a cheque using the ATMs of other banks. The Greek legislation on cheques and the provisions of these Terms, as in force at the time, shall apply to the payment or referral to drawer of cheques deposited via ATMs.
- 4.4.7. The Bank shall not be liable for any loss incurred by the Customer unless that loss was as a result of fraud or gross negligence on the part of its employees.
- 4.5. The Bank shall provide Card-related services round the clock and shall not be liable and shall not be deemed not to have discharged its obligations to the Customer if its ATMs or those of associated banks are out of order, due to various grounds such as technical maintenance, force majeure or a decision of the bank/banks, which may be made without notifying the Customer. The Bank may change the number of Bank ATMs at its discretion.
- 4.6. The Bank may amend or supplement the terms and conditions of this contract by giving the Customer 2-months' notice. In all events, the Customer recognises and declares that the Bank shall consider that he has accepted these amendments if he does not notify the Bank that he does not accept them before the proposed effective date. The parties hereby agree that changes to interest rates or exchange rates may be applied with immediate effect without prior notice where such changes are based on reference interest rates or exchange rates which have been agreed and which are available at the Bank's branches and website and through the HSBC Phone Banking and HSBC Online Banking services. Where the Customer raises an objection, the Customer acknowledges that his objection entails the termination of this contract.

5. STATEMENTS

- 5.1 At least once every three months without any cost, and in any case as imposed by the Greek applicable legislation the Bank shall send a statement in writing or electronically, or advice (hereinafter 'Statements' or 'Advices') relating to transactions and payment transactions entered into using the Card to the latest mailing address provided by the Customer and/or, if the Customer or any of his/her co-holders of the main account is a subscriber to the HSBC Online Banking service, to the Customer by a durable medium (e-Statements) to the indicated to the Bank by the Customer e-mail address, subject to the restriction of the e-Statements option as defined in term 7 of Section I of the Terms and by the present terms with regard to this type of information, at said service's website together with an e-mail notification of the issuance sent to the e-mail address provided to the Bank by the Customer, as well as a secure message at the Service's website, and in all events in the manner specified in Greek law as in force, once every three months in writing. In any case, the Customer may request and collect a written statement of account at any time from the Bank's branches or from the HSBC Phone Banking service.

The statements shall set out all debits and transactions entered into using the Card, any cash advances obtained and all information which is required by law, and especially for payments as these are defined in the Bank's framework contract for payment services. Moreover, it shall, inter alia, set out the date and a description of each transaction entered into, payments made in the period covered by the statement, and any exchange rate used upon the debit of the account in the case where currencies were converted for the purpose of a payment transaction.

Transactions which have been entered into but do not appear in the Statement will appear in the next Statement. The Customer acknowledges and accepts that in the event where he does not receive a Statement for any reason, he continues to be obliged to discharge his obligations to the Bank.

The Customer must carefully examine all Statements or advices regularly and must promptly inform the Bank about any objections to such documents within the deadline set out herein and in the framework contract for payment services, as in force at the time, in relation to unauthorised or erroneous transactions at ATMs or authorised payment transactions entered into by or via the payee. The Customer may contest the content of any Statement or provide counterevidence against it, doing so immediately. Reference to this possibility shall be included in the Statement. The Bank hereby declares that where it ascertains that one or more transactions were rightly and properly contested, it shall offset the amounts paid as agreed and accepted under the Bank's framework contract for payment services.

5.2 Foreign exchange transactions entered into using the Card shall be subject to charges based on the place where they were entered into and shall be within the limits laid down by the banks whose ATMs were used. Any debt arising from such transactions in countries outside the Euro Area shall be converted into Euro at the exchange rate (sale price) which applies on the date on which the transaction was debited to the account in accordance with VISA procedures, and consequently the conversion date may not be the same as the transaction date. Any charges incurred for currency conversion, which stand for debit cards at 3%, are added to the fees set by Visa. From April 19th, 2020, the Customer can find out how the cost to him/her of making card transactions within the EU (or EEA, if applicable) compares to the foreign exchange rate(s) issued by the European Central Bank by visiting www.hsbc.gr/cbpr. For exchange rates coverage from the date of the transaction until the date of the settlement by VISA, the Bank will keep a maximum 5% of the transaction value blocked, until the settlement date. Therefore, the amount blocked until the settlement and final debiting of the Customer's account will include and cover the amount of the transaction as well as the aforementioned percentage of potential exchange rates difference, whereas the amount finally debited in the Customer's account after the settlement will consist of the transaction amount formed as per the exchange rate set by VISA. The Bank has no control over and is not liable for the time at which data is processed by VISA and such processing may involve expenses of intermediary credit institutions. The Bank may provide an indicative exchange rate cost on the transaction date if the Customer contacts the Bank but in general that does not mean that it will be the cost which is actually calculated and applied since exchange rates change from the transaction date to the date on which the transaction is debited to the account. In addition to the charges referred to below, the Customer may also be required to pay a transaction fee by a bank in the country where the transaction was processed. The Statement shall show the cost of said transactions separately in detail.

- 5.3. The Customer hereby agrees that for all payments expressed in euro or for national payment transactions in the currency of a Member State outside the Eurozone and payment transactions which only require a currency conversion between euro and the official currency of a Member State outside the Eurozone, provided the currency conversion required takes place in the Member State which does not use the euro, and in the case of cross-border payment transactions the cross-border transfer takes place in euro to or from a payment account in the European Union, it is hereby agreed and accepted that the maximum deadline for implementing the transaction is next business day after the cut-off times as specified by the Bank [and notified to the Customer/originator at Bank branches, on its website or via the HSBC Phone Banking service (by speaking with an agent and not through the Interactive Voice Response System) or HSBC Online Banking service] and the value date in accordance with article 86 para 1 of law 4537/2018. If the time at which the payment instruction is received is after the cut-off time

for Bank operations, the time at which the payment instruction was received shall be deemed to be the next working day. In the case of a public holiday, the amount shall be credited to the payee's account on the next working day. In all events, the Bank shall be entitled to execute instructions before said deadlines.

- 5.4. The Bank shall bear no liability for acts or omissions of Merchants and the Customer relating to transactions between them. Where the transaction is entered into in a currency other than the Euro, the exchange rate shall be determined by the banks and organisations involved in the process of clearing and settling the transaction. The Customer accepts the method for calculating the exchange rate and has no right to challenge this.

6. OFFSETTING

The Bank is hereby irrevocably authorised to offset its claims arising from use of the card against any counterclaim of the Customer, irrespective of origin, irrespective of the currency in which that counterclaim is denominated and in accordance with term 3.2 of Part I of the Terms.

7. CANCELLATION OF THE CARD

- 7.1 Use of the Card shall be valid until the card expiry date. The Customer shall be entitled to terminate this contract at any time by giving at least one month's notice in writing, in which case he shall return the cancelled Card, settle all debts arising from the Card such as annual subscription fees, expenses and levies up of any kind, until the date of payment in full. The Customer may request in writing the cancellation of the Card, free of charge, at any time by giving the Bank one month's written notice, after destroying and returning the Card.
- 7.2 The Bank shall be entitled to suspend or withdraw the Card, terminate this contract for the reasons set out herein in all circumstances, or refuse to issue or re-issue or replace any Card effective immediately where it does so in writing; 'in writing' including fax and email, where the Customer infringes any of the terms hereof, which are agreed as being material, such as but not limited to serious grounds such as filing an application for bankruptcy or where the Customer is declared bankrupt or seizure including real estate, or breach or failure to perform any obligation of the Customer against the Bank from any other agreement or relationship or breach or failure of any of the Customer's obligations towards third parties due to any cause, where any representations or data or information relating to this contract are infringed or in the Bank's view become untrue or inaccurate in any manner, or for any reasons related to transactions' security, or where there is any other serious ground. In this case, the Bank is obliged to notify the Customer. Where this contract is terminated or the Card is cancelled, the Customer shall be obliged to refrain from using it, and to promptly return it to the Bank for destruction. In any case, the Bank shall be entitled to terminate this contract, subject to two months' notice. This contract will also be terminated if the Customer raises any objections to any amendments to the framework contract for payment services, within the time frame provided for such objections.
- 7.3 Court fees in general and lawyer's fees and compulsory enforcement expenses, namely costs relating to seizures, notifications, court process server and notary fees/charges and any other reasonable and necessary expenses which were or will be incurred by the Bank in implementation of this contract shall be borne by and charged to the Customer. If the Bank pays any of said amounts even though it is not obliged to do so, the Customer shall be obliged to pay those amounts together with default interest from the payment date until the date of settlement in full. Judicial or out-of-court documents, including those for compulsory enforcement documents, may be lawfully served on the Customer's attorney in fact as designated in the card issuance application form, who is irrevocably appointed under Article 142(4) of the Hellenic Code of Civil Procedure and Article 40(2) and Article 57(2) of the

Legislative Decree of 17.7.1923 “on special provisions concerning sociétés anonymes”, who is hereby ordered by the Customer to receive all documents from the Bank relating hereto which are addressed to the Customer, including (without this limiting the generality of this clause) pre-trial documents, case files, notifications and case files for compulsory enforcement proceedings sent to the Customer.

8. AMENDMENT OF THE TERMS OF THIS CONTRACT FOR THE ISSUANCE AND USE OF A DEBIT CARD

By way of exception, the Bank may unilaterally amend or supplement the terms of this contract by providing the Customer with two months' notice of those terms such notice being provided through the means referred to in term 1.7 of Part I of these Terms which can be made through the Bank's price list to the contents of which the Customer must refer on regular basis on his own and in all cases prior to any transaction or/and through the periodical notification of the Customer on an individual basis through statements and/or any appropriate at the Bank's discretion mean and/or by ordinary mail or through statements. Reasons for such changes may be a change in the decisions of the credit and monetary authorities and market conditions or adjustments in applicable bank or interbank interest rates. The new terms shall apply once the 2-month notice period ends. Where the Customer makes no objections within that two-month time period before the terms take effect, he shall be presumed to have expressly and unreservedly accepted the supplementation or amendment of the terms. If the Customer raises objections, this will entail this contract will be considered to have been terminated.

9. ADVICES

Any other advice/communication from the Bank relating to the Customer other than those agreed as being contained in the statements pursuant to term 7 of Part I of the Terms, shall be addressed / sent to the Customer at the Customer's mailing address last provided to the Bank in writing. The Customer may send any request to the Bank at the address or using the phone numbers notified to him in brochures and in the Statements.

10. PERSONAL DATA

- 10.1 The Customer can be at all times informed in respect to the process of his personal data and information in accordance with the EU Regulation 2016/679 and the respective implementing local law kept with the Bank, by the Privacy Notice of the Bank, as in force which is easily available at its public website and branches, as it explains what information are collected, how that information are used, with whom it will be shared, the circumstances when it is shared and what steps are taken to make sure it stays private and secure and the data subjects' rights and that in all cases the Privacy Notice should be read carefully.

11. ASSIGNMENT OF RIGHTS

The Bank alone shall be entitled to assign or transfer to other credit or financial institutions in general its claims and rights deriving from this contract without the Customer's prior consent, but the Bank shall notify the Customer in writing of any such assignment/transfer, unless the Bank continues to manage the Customer's relationships.

The Customer acknowledges and accepts that this contract shall be an integral part of the corresponding application for issuance and use of Card, the Terms, including the payment services framework contract, as in force at the time, and the Bank's price list, which also contain additional information about how payment transactions are entered into, the interest rate tables, the cut-off times for banking operations and the cut-off times for currency conversion purposes, which apply and which the Customer has accepted; the Customer declares that he is aware that such terms are available at the Bank's branches, on the Bank's website and via the HSBC Phone Banking service (by speaking with an agent and not through the Interactive Voice Response System) and HSBC Online Banking service.

12. Terms and conditions for the debit card transactions SMS alerts service (SMS Alerts Service or Service)

The SMS Alerts Service is a service offered by the Bank to improve the security of HSBC debit card transactions, which is aimed at and only provided to the holder of a HSBC debit card (hereinafter the Customer) upon request.

The Customer acknowledges that the Service is available at all times, irrespective of whether transactions are entered into or not via a debit card. Where transactions are approved for any valid HSBC debit card, the Customer will receive a short informative message at his personal mobile phone number (a SMS). That SMS will only relate to cash withdrawal transactions made from any ATM, or to remote purchases and/or to purchases from specific, approved points of sale in Greece or abroad (where the customer is physically present) (hereinafter jointly and/or individually referred to as the Transaction).

The SMS Alerts Service will relate to any and all Customer debit cards while the Customer may in all events and at any time select the debit card in relation to which he wishes to enjoy this service from the Bank.

Moreover, the Customer may deactivate or terminate the SMS Alerts Service at any time by calling the Bank's Customer Service Call Centre. Every SMS will set out the contact number so that the Customer can notify the Bank at any time of his wish to deactivate the service (abbreviated as SD).

The SMS Alerts Service will be deactivated one (1) working day after the Customer requests deactivation of the Service. SMS will be sent to the Customer's personal mobile phone number which was most recently provided to the Bank in the context of any business relationship between them. To that end, the Bank will not verify the personal mobile phone number before or after activating the SMS Alerts Service.

The Customer acknowledges that in order for the Bank to provide him with the SMS Alerts Service he must have a mobile handset and valid subscription with a telecom service provider established in Greece which can support the receipt of short non-encoded messages (SMS) in Greece and abroad, in accordance with the technical specifications of the handset and the specifications, conditions and charges laid down from time to time by the Customer's telecom service provider.

The Customer undertakes the obligation to ensure that his personal mobile handset is securely used and to not permit access to or use of the personal mobile handset by any third party. Moreover, in the case where the mobile handset is lost or stolen or misappropriated and/or the mobile telephony connection is terminated and/or the mobile phone number is changed the Customer is obliged to promptly inform the Bank about the loss, theft, misappropriation termination or change so as to deactivate the SMS Alerts Service within one (1) working day.

The Customer acknowledges and accepts that the Bank will continue to duly discharge its obligations towards the Customer up until the date on which the Bank was informed about that change. SMS sent as part of this Service will be sent only once, in which case if the Customer cancels or deletes the message it cannot be recovered.

The Customer will not be able to reply to SMS of this type. SMS sent as part of this Service are not proof of the Transaction and do not replace the Bank's obligation to provide information to the Customer about the transaction entered into using the HSBC debit card in accordance with the terms and conditions under which the card was issued contained in the General Transaction Terms and Conditions for Retail Customers, as in force from time to time.

SMS sent may contain abbreviations since a SMS has a limited number of characters for the Greek language (160 characters), unless the Customer has requested that such SMS be sent in English.

Provision of the SMS Alerts Service does not release the Customer from the obligation (a) to ensure that the debit card is kept safe and used properly in accordance with the terms governing the issuance and use thereof, including the obligation to take all reasonable steps to keep his personalized security credentials safe and (b) to promptly inform the Bank about the loss, theft or unauthorised use of any debit card, an obligation which derives from and is described in both the contract under which the card was issued relating to use of the HSBC debit card, and the payment services framework agreement, as in force from time to time.

In all events, irrespective and independent of the obligation to report the loss, theft or unauthorised use of the debit card, the Customer shall make a separate request to deactivate the Service for that specific card by contacting the Bank's Customer Support Call Centre.

The Customer acknowledges that the Bank will never send a SMS requesting that the Customer disclose the Customer's PIN or other information relating to the debit card or any Bank product or service and that the message sent by the Bank will not contain hyperlinks to the Bank's website.

If the Customer receives such a message, he hereby acknowledges and accepts that it is NOT a message which has been sent by the Bank and the Customer shall be obliged to promptly inform the Bank about this incident by contacting the Bank's Call Centre.

The Customer can be at all times informed in respect to the process of his personal data and information in accordance with the EU Regulation 2016/679 and the respective implementing local law kept with the Bank, by the Privacy Notice of the Bank, as in force which is easily available at its public website and branches, as it explains what information are collected, how that information are used, with whom it will be shared, the circumstances when it is shared and what steps are taken to make sure it stays private and secure and the data subjects' rights and that in all cases the Privacy Notice should be read carefully.

SMS sent as part of this Service are not encrypted, will indicate that the sender is HSBC and will state the amount, currency, date and time of the Transaction and specific details about the debit card which was used to approve the Transaction.

The Customer hereby acknowledges that the information and data which will be referred to in the SMS may be changed at the Bank's discretion and such change will be notified by the Bank in the debit card statement received by the Customer. Where the Customer receives a SMS for a Transaction he does not recognize or contests, he is obliged to promptly inform the Bank by contacting HSBC Phone Banking service.

Where the Customer does not receive a SMS for a period of 2 days, even though he knows that during that period a Transaction has been approved, he must promptly notify the Bank by contacting HSBC Phone Banking service.

A SMS sent as part of this Service may not be received or may be delayed for reasons outside the Bank's control due to technical problems with the Customer's telecom services provider such as the inbox capacity for incoming messages on the Customer's mobile phone is not sufficiently large, or the handset technology does not allow the delivery of non-encrypted SMS, or there is no adequate mobile telephony coverage from the telecom service provider in the specific area of Greece or abroad, or the Customer has not excluded the Bank as an acceptable sender, etc.

The Bank cannot guarantee the confidentiality, accuracy, security or completeness of the information contained in SMS of this type nor is it liable for the dispatch and delivery of the information contained in the SMS from the SMS Alerts Service or any errors or any charges imposed by the Customer's telecom service provider to deliver SMS -charges which the Customer shall pay- or for any losses or damages or costs which are incurred by the Customer from any inability to deliver or delayed

delivery of SMS as part of the SMS Alerts Service or because the Customer relied on that information for any reason.

The Bank has informed the Customer to whom the Service is provided that it will hold and process the personal data relating to the Service to facilitate, support and monitor the contractual relationship generated by providing the Service, to defend the Bank's interests and to discharge its relevant obligations and that recipients of that information will be the Bank itself and/or the persons processing data on the Bank's behalf and/or the telecom service provider the Customer is subscribed to.

The Customer acknowledges and accepts that total cost of the Service, namely the subscription and additional cost of the Service for more than 10 SMS Alerts Service messages, will be computed in accordance with the Bank's service fee schedule from time to time (available in-branch and/or on the Bank's official website or by contacting the HSBC Phone Banking Service).

Moreover, he hereby acknowledges the instruction to debit the subscription and any additional cost of the Service from the main account he has linked to the debit card, as specified on the debit card application form or as subsequently amended and notified to the Bank in writing as the main account.

The charge shall be applied irrespective of whether there are transactions or not, and in all events shall be applied to all SMS sent, irrespective of whether they were received by the Customer.

The cost of the subscription and the relevant cost for more than 10 SMS will relate to the previous month and any transactions which took place in that month. The Bank may suspend the SMS Alerts Service effective immediately at any time, particularly for reasons associated with the safeguarding of transactions, or Customer and Bank security and shall inform the Customer about this using all reasonable means.

Moreover, the Bank shall terminate the SMS Alerts Service immediately at any time where (a) the debit card expires, (b) the Bank cancels or suspends use of the debit card or rescinds the contract granting the debit card / debit card terms of use for any reasons or even terminates the business relationship between the Customer and the Bank, (c) in case of non-payment of the subscription fee and any total cost of the Service for whatever reason and (d) there is a ground for rescission in law or any other termination event of the contractual relationship with the Bank.

In all events the Bank shall be entitled to terminate the SMS Alerts Service at any time or to change the subscription charge and/or the additional charge which applies for the SMS Alerts Service having informed the Customer at least two (2) months before the change in the cost of the SMS Alerts Service in the debit card statement, and in all events in the Bank's service fee schedule.

These terms and conditions shall be governed by Greek law, and by Legislative Decree of 17 July/13.8.1923 on special provisions for societies anonymes. The courts competent to resolve any dispute which may arise from this agreement are the courts as defined in term 17 of the Terms.

PART III

ISSUANCE OF CREDIT LIMITS – OVERDRAFT LIMITS

A. TERMS OF THE HSBC VISA (Classic / Gold) CREDIT CARD ISSUANCE AND USE CONTRACT

PREAMBLE - DEFINITIONS

- 1.1 It is hereby agreed that the terms of this individual contract apply for all Customers and also apply to Advance Customers who receive the VISA GOLD credit card and to the users of the U-start service with the corresponding approved credit limit, as this is set by the Bank from time

to time at its discretion for each Bank product and customer category with any corresponding fees and charges or exemptions applicable to each customer category according to the Bank's services and product price list applicable at the time, as this price list is available at the Bank's branches and website and through the HSBC Phone Banking service by speaking with an agent and not through the Interactive Voice Response System and the HSBC Online Banking service.

- 1.2 Under this contract for the issuance and use of a VISA (Classic – Gold) credit card by HSBC, the Bank may provide to the Customer, following his application, a main VISA credit card (Classic – Gold) ('Main Card') by HSBC and following an application by the Customer's spouse or a first-degree relative of the Customer which (application) is countersigned by the Customer, where the relevant application constitutes integral part of this contract and the Terms, the Bank may provide up to a total of two additional VISA (Classic – Gold) credit cards ('Additional Credit Card(s)') in the name of said spouse or first-degree relative (respectively) of the Customer ('Additional Cardholder') pursuant to the following terms. The Customer and the Additional Cardholder expressly and unreservedly state that they applied for a credit card after the Bank provided them with sufficient explanations so that they could evaluate the product in question and this contract is compatible with their needs and financial status and that clarifications were provided to them, where required, on the information given before this contract was concluded and the main points of the contract and the effects that these may have for them were pointed out, including the consequences of being in arrears, pursuant to the applicable from time to time and agreed upon in the standard European information on credit agreements in relation to the said credit card provided and signed by the Customer and the Additional Card holder which constitute an integral part of this agreement and pursuant to the following terms:
- 1.3 The VISA (Classic – Gold) credit card shall entitle the Customer and the Additional Cardholder to make purchases or obtain cash advances anywhere in the world, or to place internet / phone / mail deliveries, to pay bills, subscriptions, etc., to participate in interest-free instalment schemes, to transfer the balance from another credit card at a preferential interest rate and to link up to two (2) bank accounts to the card to ensure direct access from ATMs in Greece and abroad round the clock, 7 days a week. Issuance and use of the Main Card and Additional Card shall be subject to the following terms which have been expressly agreed and accepted by both the Customer and each Additional Cardholder as material and substantive. The Customer and any Additional Cardholder irrevocable authorise the Bank to contact other banks, insurance companies or inter-bank files which they have indicated they collaborate with, for the purpose of verifying their particulars and checking the creditworthiness of the Customer and any Additional Cardholder.

2. CARD ISSUANCE (MAIN AND ADDITIONAL CARD) / MAIN AND ADDITIONAL CARD PIN

- 2.1 The Main and any Additional Card shall remain the Bank's property for such time as that card / those cards are valid and use of the card/cards is strictly personal. The transfer, assignment or use of the card by any third party is prohibited and the card must be returned when that is requested by anyone acting on the Bank's orders and on its behalf.
- 2.2 The Main and Additional Card shall be delivered when issued, re-issued or renewed to the Customer by mail. The Customer undertakes the risk and cost of dispatch where an accurate delivery address for the card has not been provided or where his address has changed. The Main and Additional Card may, at the Bank's discretion, be delivered to the Customer or any person authorised by him (pursuant to an authorisation bearing an attestation of the authenticity of the Customer's signature from a competent authority) at a branch of the Bank without prejudice to any requirements which may arise under the strong customer authentication procedure established by the Bank pursuant to the framework contract for payment services.

After the main and any Additional Card is delivered, the Customer shall be sent the PIN for the Main and any Additional Card by mail in a specially sealed envelope (the Card PIN) which is equivalent to the electronic signature of the Customer and any Additional Cardholder. The Customer is notified through a special sticker on his/her card so, he/she, after receiving by post his/her security codes, to call at the dedicated telephone line where conversations are recorded for the activation of the card. The activation is realised after certifying the details of the customer through questions related to the data and information which the Customer himself has provided to the Bank.

- 2.3 It is agreed that there are various methods of authorisation and of the Customer and the Additional Cardholder giving instructions for transactions and in particular authorisation entailing use of the Card along with the Customer's and the Additional Cardholder's signature at points of sale (POS) or use of the Card along with the Card PIN for transactions at POS / ATM transactions or use of the Card number for the Main or Additional Card, and in certain cases with the security code for transactions conducted by mail, phone, the internet or other secure system, or authorisation with use of the Card and the signature of the Customer or Additional Cardholder if the other types of authorisation are not available or are not supported. The Customer and each Additional Cardholder hereby explicitly and unreservedly acknowledge that in this respect further requirements may arise under the strong customer authentication procedure established by the Bank pursuant to the framework contract for payment services. The Customer and the Additional Cardholder shall be obliged to use the Card within the credit limit provided and while it is valid, and to honour their obligations arising from this agreement and to promptly inform the Bank if there is any change in their particulars or the mailing address for monthly statements.
- 2.4 The Customer and any Additional Cardholder shall be obliged to immediately sign the box on the reverse of the Main and any Additional Card using an indelible pen before entering into any transactions to ensure that use of the card is lawful and to ensure exact compliance with the terms of this contract. The Customer and the Additional Cardholder shall be obliged to comply with the credit card / Card PIN security and protection rules, not to allow any third party to have or use the card or Card PIN and not to disclose the Card PIN to any third party. The Bank shall bear no liability to the Customer if the Card was used by a third party who knows or who randomly guessed the Customer's PIN, if the Customer has not notified the Bank of such unauthorised use in accordance with the manner set out herein. The Customer and any Additional Cardholder must memorise the Card PIN and must never record it on the Main Card or any Additional Card or on any document accompanying the Card or any Additional Card, or if he does record it, it must be in such a manner (e.g. by mixing up the numbers) that it is not easily perceivable or comprehensible to any third party who may attempt to make unauthorised use thereof. The Customer and any Additional Cardholder must also destroy the notification slip and must promptly inform the Bank where there are suspicions that the corresponding Card PIN has been stolen or lost or misappropriated or has been disclosed or is not be used in an approved manner, only by contacting the Bank's Phone Banking service and only by talking with an agent of the Bank at the service and not by using the Interactive Voice Response (IVR) system on that service, by calling 801 11 72000 or +30 210 69 62 070 or any other number which may be notified to the Customer. The Customer must also state whether he wishes the PIN to be immediately replaced or not. Moreover, if the Customer does not receive the Card PIN notification within 15 days from the date on which the Main or any Additional Card was issued or re-issued, he must promptly notify the Bank in writing or call Card Services on 801 11 72000 / +30 210 69 62 070 or any other number notified to the Customer. In all events, the Bank reserves the right to request that the Customer provide written notification of the above.
- 2.5 The Customer and any Additional Cardholder shall be jointly and severally liable for all debts arising from use of the Main and any Additional Card. The Customer may request at any time

that the Main Card and any Additional Card be cancelled, being liable in full for the debts arising from the use of any Additional Card. Cancellation or withdrawal of the Main Card shall also mean cancellation or withdrawal of any Additional Cards. Moreover, any Additional Cardholder may request at any time that the Bank cancel his Additional Card. The Bank may revoke use of the Main and/or Additional Card which was used, doing so for objectively justified reasons relating to the secure use of the Main and/or Additional Card, suspicions of non-approved or fraudulent use of the card or the significantly higher risk that the Customer and/or Additional Cardholder, as payer, is unable to honour his payment obligations. The Bank shall inform the Customer by phone and, if possible, shall do so before the Main Card and/or Additional Card is cancelled or in all events immediately after it is cancelled, unless such notice would be contrary to the objectively justified security grounds or is expressly prohibited by national law or any related European Union legislation. Once the Customer and the Additional Cardholder receive notice from the Bank to return the Main or Additional Card, they are obliged to do so immediately.

- 2.6 The plastic card of any Main or Additional Card shall be valid for an initial period of 3 years from the date on which the Main Card is issued, and shall be renewed thereafter for 2-year periods upon the prior approval of the Bank. Where the Customer and any Additional Cardholder do not wish for the Main and/or Additional Card to be renewed, the Bank must be informed in writing 60 days before the card expires. The Bank may decide not to renew a credit card without being obliged to provide the reasons for refusal to renew. Both the Customer and Additional Card Holder declare that they acknowledge and accept that no Card should be used if this agreement has been terminated, after the Card has expired or if the Card has been declared lost or stolen, or misappropriated or use of the Card was cancelled or suspended, nor must the Card be used at any ATM in Greece or abroad in breach of the national rules applicable in each country.

3 Obligations and rights of the Customer and the Additional Cardholder – Loss/Theft /Misappropriation of Main and/or any Additional Card – PIN for Main and Additional Cards

- 3.1 The Customer and any Additional Cardholder shall be obliged:
- a) to use the Main Card and any Additional Card in accordance with the terms set out in this agreement and to take all proper steps to safeguard the Main Card and any Additional Card and the corresponding Card PIN which enables such card to be used; and
 - b) to promptly inform the Bank at the Lost Cards Helpline by calling the Loss / Theft Reporting Service on 800 11 72000 / +30 210 69 62 190 or any other number notified to the Customer, once they realise that the Main or Additional Card or the corresponding Card PIN has been lost or stolen or is being used by an unauthorised person or in an unauthorised manner. In all events, the Bank reserves the right to request that the Customer provide written notification of the above.
- 3.2 The Customer shall receive compensation from the Bank only where he has promptly notified the Bank when he became aware of any unauthorised or erroneous payment transaction, and no later than 13 months after the charge date. In the case of a transaction carried out using the Main and/or the Additional Card through an ATM, and not for payment transactions made by or through a cardholder, the Bank shall return the amount corresponding to the unauthorised transaction to the Customer after the Bank has carried out an inspection, and, where appropriate, the Bank must return the balance of the payment account debited to the state in which it would have been had the unauthorised payment transaction never taken place. Where the Customer is compensated by the Bank as per the previous phrase/analysis but the Bank

has investigated this request, the Customer hereby expressly instructs by providing his explicit consent that his account linked to the card or any other account kept in the Customer's name with the Bank be debited with the compensation amount unduly paid.

- 3.3 By way of derogation from the above, the Customer shall be liable in relation to any unauthorised payment transaction, up to a maximum amount determined by the payment services legislation euros 50.00 for losses arising from the use of a lost or stolen or misappropriated Card or, if the Customer and/or Additional Cardholder has failed to keep the personalised security features of each Card safe from misappropriation. Such liability will not apply in cases where (a) the loss, theft or misappropriation of the Card was not detectable to the Customer or the Additional Cardholder prior to the conduct of the payment transaction, except where the Customer as payer has acted fraudulently or (b) the loss was caused by acts or omissions of an employee, an agent or a branch of the Bank as payment service provider or of an entity to which the Bank as payment service provider had outsourced its activities. The Customer shall be liable for all losses relating to unauthorised payment transactions where those losses are due to the fact that he acted fraudulently or did not discharge one or more obligations (did not use the Card in accordance with the terms applicable to the issuing and use of the Card did not take all reasonable steps for keeping the relevant personalized security credentials safe and did not promptly inform the Bank or the body designated by it once he realised that the Card had been lost, stolen or misappropriated or used in an unauthorised manner) deliberately or due to gross negligence. In these cases, the maximum figure cited above shall not apply.
- 3.4 From the moment the Bank is notified the Customer and any Additional Cardholder shall no longer bear liability for losses transactions due to loss or theft or misappropriation of the Card and/or any Additional Card, unless they acted fraudulently or gross negligence. The Bank shall bear no liability for losses incurred by the Customer and any Additional Cardholder from theft or loss or misappropriation of the Main and/or any Additional Card and use of the card at ATMs before the loss or theft was notified to the competent department of the Bank. The Bank is hereby authorised to record phone calls from the Customer and any Additional Cardholder reporting the loss or theft or misappropriation of Main and/or Additional Cards or other issues.
- 3.5 The Main and any Additional Card and the relevant Card PIN shall be reissued subject to compliance with the terms of this contract immediately after the Customer and any Additional Cardholder report loss or theft of the card, the new card being a continuation of Card and/or Additional Card which was lost, stolen, misappropriated or used in an unauthorized manner, unless the Customer requests in writing or via the Phone Banking service or Card Services that the Main and/or Additional Card not be re-issued, or unless the Additional Cardholder requests in writing or via the Phone Banking service or Card Services that the Additional Card not be reissued.

4 USE OF THE MAIN AND ADDITIONAL CARD

- 4.1 The Customer and the Additional Cardholder acknowledge that from the moment a transaction is entered into using the Main and/or an Additional Card, it may not be cancelled (irrespective of the activation method, i.e. the signature on the transaction slip or the use of the PIN), since the Bank guarantees payment by issuing of Main and/or Additional Card. Where the Customer and/or the Additional Cardholder have authorised a payee (whether a natural or legal person) who accepts credit card payments to prepare a series of payment/debit instructions for the credit card and the Customer and/or Additional Cardholder wish to cancel the transaction, they must send a written request for cancellation to the payee and keep a copy of that request. Where the Customer and/or any Additional Cardholder has authorised a payment transaction either (a) by

combined use of the Card and its PIN at a point of sale (POS) or an ATM in Greece or abroad; or (b) by recording/stating the credit card number and any security code(s) required under some circumstances for postal/phone/internet transactions or using a secure system; or (c) by combined use of the Card and his signature, in the case where any other authorisation option is not available, or (d) by any other method which may arise under the strong customer authentication procedure established by the Bank pursuant to the framework contract for payment services it is agreed that this shall be full and exclusive proof that the Customer and/or any Additional Cardholder has actually authorised the payment transaction. The combination of the Customer's Main Card and/or Additional Card of the Additional Cardholder determine his/her identity, personalise same and entail the same results with those of the his/her signature by hand in providing payment orders. The Customer and the Additional Cardholder accepts that any transaction which is executed by the Bank has been activated/initiated by the combined use of his/her personal security codes and/or the Customer's Main Card/Additional Cardholder's Additional Card data and derives and is deemed authorised by himself/herself, counter proof being permitted in accordance with the provisions of the Greek legislation. The Customer and the Additional Cardholder hereby acknowledge that further requirements may arise in that respect under the strong customer authentication established by the Bank pursuant to the framework contract for payment services.

- 4.2 The Customer and the Additional Cardholder acknowledge that in transactions where the credit card is used as a means of payment, the Bank has set cut-off times for each service channel and currency exchange cut-off times at the end of each working day after which any instruction received will be deemed to have been received on the next working day; these times are set and displayed at the Bank's in-branch, on the Bank's website, using the HSBC Phone Banking service or using the HSBC Online Banking service and every instruction received after these times will be considered to have been received on the following working day.
- 4.3 The Customer and each Additional Cardholder, shall, using the Main and Additional Cards respectively, be entitled to enter into transactions to pay the purchase price of goods and/or services on credit with all merchants displaying the VISA International logo who have a contract with the VISA network, in Greece or abroad (hereinafter the 'Merchants' or 'Merchant') in the context of good faith and his financial abilities. The Main and Additional Card are denominated in euro and the Customer and any Additional Cardholder shall be obliged to settle the debt in euro. The Customer and any Additional Cardholder may make payments or obtain cash advances in other currencies depending on the country in which the transaction instruction originates, the merchant's nationality, etc.
- 4.3.1 In every transaction with a Merchant the Customer and any Additional Cardholder shall sign a special form (hereinafter the 'Debit Note') issued either using an imprinter or an electronic device for reading the Main and/or any Additional Card and printing out the Debit Note (EFT/POS) or by keying the PIN into said devices, taking all measures necessary to ensure that the PIN kept safe and is not disclosed to third parties. Upon signing the Debit Note or keying in the PIN the Bank is authorised to debit the Card account with the transaction amount and to pay the Merchant accordingly.
- 4.3.2 The particulars of the transaction with the Merchant and the amount will be filled out on the Debit Note in the presence of the Customer and any Additional Cardholder who shall sign such Debit Notes, save from remote transactions with Merchants where the terms and conditions in the next term shall apply. Debit notes shall necessarily set out the terms of such transaction.
- 4.3.3 Under the terms of this contract the Customer and any Additional Cardholder provide the Bank with an irrevocable mandate and power to pay the Debit Notes relating to the Main and/or any Additional card on behalf of the Customer and any Additional Cardholder which Debit Notes as well as any expenses and foreign exchange rates deriving from the nature of the transaction or other vouchers presented by Merchants for payment, where the debit notes will be signed

by the Customer or any Additional Cardholder, or in the case of remote transactions, the value of such transaction in the context of the applicable legislation, and the terms and conditions agreed by the Merchant and Customer and/or Additional Cardholder; should such terms be infringed the Bank shall not bear any liability. Where the Customer and any Additional Cardholder opts to enter into remote transactions by placing internet, mail or phone orders in Greece or abroad he/she shall undertake the related risk and responsibility. The Customer and any Additional Cardholder shall be entitled to give standing or other instructions to pay repeated or isolated obligations by debiting the Card account, without signing a Debit Note, but shall undertake the relevant risk and responsibility in this regard. The Customer and the Additional Cardholder hereby acknowledge that further requirements may arise in that respect under the strong customer authentication established by the Bank pursuant to the framework contract for payment services.

- 4.3.4 The Customer shall be entitled to seek from the Bank a return of the monies corresponding to an approved payment transaction which was entered into by or through a beneficiary, which has already been executed, where the following conditions are met: (a) the exact amount of the payment transaction was not specified when authorisation was given; (b) the amount of the payment transaction exceeds the amount the Customer and/or the Additional Cardholder would reasonably expect to pay taking into account the form, previous normal expenditure, the terms of framework contract for payment services and the relevant circumstances of the case; and (c) where the return is requested within 8 weeks of the date on which the monies were debited. Where the Customer makes a request for monies to be returned, the Customer shall provide the true facts relating to the above requirements and shall bear the burden of proving the satisfaction of said refund conditions. For the purpose of calculating the 10 working days within which the Bank must return the corresponding amount, and for the purposes of this term, the Customer's request shall be deemed to have been properly made when at the Bank's request the Customer has provided the true facts which demonstrate his previous normal expenditure and all necessary evidence for proving the satisfaction of said refund conditions and the start date of the 10 working day period shall be from the date on which the relevant request was sent and such information has been provided. Without prejudice to the foregoing terms, within a deadline of ten (10) working days from the date on which the cash return request was received (as defined above) the Bank shall be obliged to either return the entire amount from the payment transaction or justify its refusal to respond to the request and to indicate to the Customer, where that reasoning is not accepted, those bodies he can appeal to, namely the General Secretariat of Commerce and Consumer Protection in order to submit a complaint, or the Consumer Ombudsman and the Hellenic Ombudsman for Banking - Investment Services to have the matter resolved out of court. For more information you may visit the official sites of the bodies. The Customer as payer of payment services agrees that the foreign exchange reference rate is the one of the electronic platform of the Bank at the time of credit of the amount of refund and is not entitled to revoke reasons related to the foreign exchange conversion if the foreign exchange rate was the above agreed one.
- 4.3.5 The Customer hereby agrees that he shall not be entitled to a refund when he has transferred his payment instruction to be executed directly to a payment service provider, and as appropriate, the information about future payment transactions is provided or made available to him in accordance with the manner agreed, at least four weeks before the date specified by the payment service provider or by the payee.
- 4.4 Moreover, the Customer and any Additional Cardholder shall be entitled to obtain cash advances (loans) using the Main or Additional Card as appropriate, in combination with the Card PIN, at bank cashier's desks or ATMs displaying the VISA logo. Cash advances (loans) may not exceed the credit limit set in each case by the Bank. Any excess amount shall become immediately payable in its entirety.

In order to use ATMs to obtain a cash advance (as a loan) combined use of the main or any Additional Card and the relevant Card PIN is required, in accordance with the technical or other instructions given by each bank. For the purpose of obtaining cash advances (in the form of loans) at ATMs, since no document is signed, the Customer and any Additional Cardholder hereby expressly and unreservedly accept that such advances are binding as shown in the printouts of the ledger or relevant electronic files of the bank to which the ATM belongs, and only where the Premier Customer promptly notifies the Bank in the manner specified herein once he learns about a non-approved or wrongly executed payment transaction at an ATM which establishes a right of claim, doing so no later than 13 months from the date on which the debit was applied, will the Bank, after carrying out an investigation, provide restitution to the Customer. Where the Customer and/or the Additional Cardholder delay in notifying the Bank about any non-approved transaction, in which case the obligation to provide prompt notice is not met, the Bank shall not be obliged to make restitution of any losses which the Customer has incurred. Without prejudice to the term 3.2 above, the Bank shall be obliged to immediately return to the Customer the amount of the non-approved payment transaction, and if appropriate, to restore the payment account which was debited to the state it would have been had the non-approved payment transaction not occurred, where the loss incurred by the Customer is not due to fraud on his part or to failure to perform one or more of his obligations deliberately or due to gross negligence.

- 4.5 Finally, the Customer and any Additional Cardholder shall have access to up to two bank accounts maintained in their name which they have selected (hereinafter 'Linked Bank Accounts') in order to enter into banking transactions round the clock using the Main or Additional Card in combination with the Card PIN at ATMs which the Bank has installed in Greece or abroad or at the ATMs of other banks with which the Bank collaborates, which shall be notified to the Customer in writing from time to time. The following points shall apply to use of the Main and Additional Card:
- 4.5.1 The Customer and any Additional Cardholder must comply with all security rules to prevent use of the card and/or PIN and/or access by third parties to the Linked Bank Accounts. The Bank shall not be liable on this ground if the main or any Additional Card is used by a third party who knows or who randomly guesses the Card PIN, and thereby acquires access to the Linked Bank Accounts.
- 4.5.2 The Bank shall be entitled, and the Customer hereby authorises it, to debit any Customer and any Additional Cardholder account (which has adequate funds) without prior notice, by any amount which is paid as a fee to other banks for use of their ATMs or any other expenses incurred.
- 4.5.3 Debits shall be applied to the Customer's and/or any Additional Cardholder's Linked Bank Accounts for cash advances, transfers or payments by the Bank's IT department based on the ATM log and this shall constitute proof in full of the amount of cash withdrawn by the Customer and/or the Additional Cardholder, but counterevidence may always be submitted within a deadline of 13 months, only for payment transactions entered into using the credit cards as the means of payment.
- 4.5.4 The Customer and any Additional Cardholder agree and accept that they shall be entitled to obtain cash advances round the clock only where the Linked Bank Accounts have adequate funds and that they must be aware of the balance in those accounts. Where the Customer is given an overdraft facility, the Customer shall be entitled to withdraw money using the Main and/or Additional Card up to the overdraft limit which has been provided. The Customer acknowledges that in order to ascertain that there are adequate funds in the payment account,

the Bank shall take into account any previous instructions which have been executed but not yet debited to the Customer's account or which have been agreed to be executed.

- 4.5.5 Where there is any debit balance due to the Customer overdrawing his account where he has not arranged an overdraft facility or on other grounds (the Bank reserving all its rights to collect such sums), the Bank's claim may be debited to the account of the Customer or any Additional Cardholder or transferred to a personal debit account of the Customer and/or Additional Cardholder in the Bank's book and such debt shall be fully evidenced by extracts printed out from its IT system. The Customer and any Additional Cardholder's debt to the Bank shall be subject to interest charges from the date of withdrawal at the Bank's debit interest rate applicable from time to time.
- 4.5.6 The Customer and any Additional Cardholder shall be entitled to place amounts in the form of euro banknotes in the Linked Bank Accounts using his credit card in conjunction with the Card PIN at ATMs owned by the Bank or at ATMs in Greece belonging to the Alphanet network or those of any other associated banks (with the exception of those which automatically count and credit cash to accounts) which are notified to the Customer in writing and/or at the Bank's branches and/or via its website. The Customer and Additional Cardholder's Linked Bank Accounts shall be credited with the amount placed in the Bank's ATMs inside an envelope in the manner outlined below depending on the ATM used, with the value date being the date of deposit up until the end of each working day for the Bank's ATMs (namely before 22:00 hours) provided the cash is deposited before cash is collected, counted and checked by two (2) authorised bank officers (15:00 hours) and if the amount is deposited at Alphanet ATMs the credit shall be applied by the end of the next working day after the Bank receives notification relating to the Alphanet network's ATMs. If the cash was deposited after the Bank ATM collection / counting / checking time, the credit will be applied at the end of the next working day with the value date being the date of deposit, and in the case of ATMs from the Alphanet network, it will be credited at the end of the second working day after notification to this effect is sent to the Bank. If there is any discrepancy between the amount counted by those officers and that indicated by the Customer and/or the Additional Cardholder on the deposit envelope or keyed in, it is hereby agreed and accepted that the amount which will be credited to the relevant Linked Bank Account will be the amount counted by the officers from the bank at whose ATM the deposit was made. A report shall be prepared which shall constitute proof in full of the amount deposited and this report may be used before any court for this purpose. The Bank also has ATMs where cash which is deposited by the Customer is automatically counted and credited to the account indicated by the Customer, becoming immediately available with a same-day value date. The working day for alternative channels such as ATMs, for the purpose of calculating the value date, is around 10:00 to 22:00 hours.
- 4.5.7 The Customer and any Additional Cardholder shall be entitled to deposit euro-denominated cheques issued on any bank whose registered offices are in or which is lawfully established in Greece, in the Linked Bank Accounts using only the Bank's ATMs in Greece. The relevant amount will be credited to the Linked Bank Accounts within the time period specified by the Bank for each type of cheque. The Bank shall bear no liability where the Customer and any Additional Cardholder deposits a cheque using the ATMs of other banks. Greek law relating to cheques and the provisions of the General Terms and Terms for Retail Banking Customers, as in force from time to time, shall apply in relation to the payment or bouncing of cheques deposited via ATMs.

- 4.5.8 The Bank shall not be liable for any loss incurred by the Customer and any Additional Cardholder unless that loss was a result of fraud or gross negligence on the part of its employees.
- 4.6 The Bank shall provide the banking services related to the Main and to any Additional Card round the clock and shall not be liable and shall not be deemed not to have honoured its obligations towards the Customer if its ATMs or the ATMs in Greece belonging to banks collaborating with it or ATMs abroad are out of order due to various reasons such as technical maintenance, force majeure or a decision of the bank/banks, which may be made without notifying the Customer. The Bank may change the number of Bank ATMs at its discretion.
- 4.7. The Bank may amend or supplement the terms of this contract by giving the Customer two months' notice. In all events, the Customer and the Additional Cardholder recognise and declare that the Bank shall consider that they have accepted these amendments if they do not notify the Bank that they do not accept them before their proposed effective date. Otherwise, the Customer may terminate the contract pursuant to the relevant term on termination. The parties hereby agree that changes to interest rates or exchange rates may be applied immediately without prior notice where such changes are based on reference interest rates or exchange rates which have been agreed. Moreover, the Customer and the Additional Cardholder hereby declare that they agree that information about any change in the borrowing rate, which information includes the amount of payments after the start of any new borrowing rate, and that if there is a change in the number or frequency of payments, information about such change may be provided in writing or using some other durable medium on a periodic basis, after the implementation of the new interest rate, when the change in the borrowing rate is due to a change in the benchmark rate, the new benchmark rate shall be publicly available using suitable media and in-branch and on the Bank's website and via the HSBC Phone Banking service by speaking with an agent and not through the Interactive Voice Response System.

5 CREDIT LIMITS

- 5.1 The Customer and any Additional Cardholder shall be obliged to enter into transactions which are at all times within the credit limits extended to them by the Bank when the Main and/or Additional Card are delivered. The Bank may, at its discretion, grant in exceptional cases a transaction limit which is above the credit limit, but this shall not be a rolling limit and shall be payable by the expiry date of each statement which contains the transactions for the Main and any Additional Card sent to the Customer.
- 5.2 The Bank shall inform the Customer of the maximum monthly cash advance limit (loan) set in accordance with Bank policy. Any change in Bank policy on maximum credit limits shall be notified to the Customer immediately in writing via the Monthly Statement. The new credit limits in the case of reductions of existing limits they shall take effect thirty (30) calendar days after notification. By way of exception, smaller, new credit limits shall apply immediately where the Customer and any Additional Cardholder are in default in relation to the Bank or where the Bank has good grounds for believing them to be insolvent. Where the Customer does not accept the new credit limits, the Customer shall be entitled to submit any objections within seven (7) calendar days from receiving said notice and/or to rescind this contract without prejudice from receiving the notice and to return the credit card. Continued possession or use of the Main and/or Additional Card by the Customer and any Additional Cardholder shall be deemed to be acceptance of the relevant changes to credit limits.
- 5.3 Where the credit limit is exceeded, due to the higher credit risk and the higher costs incurred by the Bank as a result of this, the excess amount shall be payable by the expiry date shown on the statement of transactions for each card, and the Bank reserves the right to charge the

Customer and any Additional Cardholder excess charges in accordance with Term 7.4 of this contract.

6 STATEMENTS

- 6.1 At least once a month the Bank shall send a statement or advice (hereinafter 'Monthly Statement(s)' or 'Advices') relating to transactions and payment transactions entered into using the Main Card and any Additional Cards to the latest mailing address provided to the Bank or electronically (credit card e-statements) on a monthly basis for HSBC Online Banking subscribers where the Customer shall not receive any more paper statements, previously receiving an e-mail of informative contents for the electronic issuance of the credit card e-statement sent at the latest provided to the Bank e-mail address of the holder of the main credit card, in order to log in the HSBC Online Banking service and have access to the corresponding information and in case as determined in the Greek legislation.

In any case the Customer can request at any time his account statements. The Customer hereby acknowledges that when he/she asks again for the account statement this means that he/she requests re-printing of the said account where for systemic reasons the applicable interest rate for purchases and cash withdrawals does not appear, so he/she shall never invoke against the company details deriving for such a re-printed account in relation to the interest rates. In any case the Customer and holder of the Main Card wishes to change the manner in which he receives monthly credit card statements, he must inform the Bank accordingly by contacting the HSBC Phone Banking service (by speaking with an agent and not through the Interactive Voice Response System) or in-branch or by using any other expedient means indicated at another time by the Bank. The change in the manner in which statements are received shall be effective five working days after the date on which the Customer's request is made. On the date on which the credit card statement is issued, the Customer shall receive an email message at the e-mail address he has indicated on the application form for the HSBC Online Banking service which shall inform him that the credit card monthly statement has been issued and is available online. This new service shall be available using the Statements/Advices function available via the Credit Card e-Statement menu. For this reason the Customer declares that he undertakes to update his email address using the Services function available via the "Update Personal Data" option.

- 6.2 The Monthly Statement shall include all debits and transactions entered into using the Main Card and any Additional Cards, any cash advances (loans), annual subscription fees, interest, levies, expenses and other charges, provided they have been entered in the accounting books by the date on which the Monthly Statement is issued, and any other information required by law. Moreover, the statement shall also show the previous debit balance, the date and a description of each transaction entered into, payments which have been made in the period covered by the Monthly Statement, the new debit balance, the minimum payment owed, the payment date for the Monthly Statement, and any credit limit and any exchange rate used in converting currencies used in payment transactions.
- 6.3 Transactions which have been entered into but do not appear in the Monthly Statement will appear in the next Monthly Statement. Transactions and/or balances for all cards (whether main or additional) will appear in the Monthly Statement. Without prejudice to the provisions of Terms 6.4 and 10.4 below, the Customer and/or the Additional Cardholder acknowledge and accept that where no Monthly Statement is received for any reason, their debts towards the Bank shall continue to exist. All the Customer and Additional Cardholder has to do to obtain information about any minimum payment owed or about the total amount owed and the debit balance is to contact the Bank.
- 6.4 The amount shown in the Monthly Statement must be paid in full or in part in interest-bearing monthly instalments. Every monthly instalment will include a part of the overall debit balance

(up to the credit limit) as specified from time to time by the Bank, which is today a minimum of 2%, plus any previous overdue debts, any credit limit overrun and various expenses in line with the provisions of Term 7 below, and the annual subscription fee, with a minimum overall instalment of € 10, plus any other expenses. Where there is any change made to that figure by the Bank, the new minimum monthly instalment percentage shall be effective 1 month from notification of that change which notification shall be contained in the Monthly Statement. The Bank shall not be obliged to send a Monthly Statement where there is no debit balance and there have been no transactions involving the Main and/or any Additional Cards.

6.5 The Customer hereby agrees for all payments expressed in euro or for national payment transactions in the currency of a Member State outside the eurozone and payment transactions which only require a currency conversion between euro and the official currency of a Member State outside the eurozone, provided the currency conversion required takes place in the Member State which does not use the euro, and in the case of cross-border payment transactions the cross-border transfer takes place in euro to or from a payment account in the Union, and provided the payment service providers are established in the Union, it is hereby agreed and accepted that the maximum deadline for implementing the transaction is one working day after the cut-off times as specified by the Bank [and notified to the Customer at the Bank's branches and website, via the HSBC Phone Banking service (by speaking with an agent and not through the Interactive Voice Response System) and via the HSBC Online Banking service] and the value date shall be the implementation date. If the time at which the payment instruction is received is after the cut-off time for Bank operations, the time at which the payment instruction was received shall be deemed to be the next working day. In the case of a public holiday, the amount shall be credited to the payee's account on the next working day. In all events, the Bank shall be entitled to execute instructions before said deadlines. In light of this the Customer may opt to pay the Monthly Statement in the following ways:

- a) Automatic payment from his bank account. Where the Customer wishes to automatically pay the amount from an account maintained with the Bank he is obliged to write the account number on the Main Card application form and to indicate whether he wants the entire debt or the minimum instalment, as defined above, to be paid from that account. If no indication is made as to whether the automatic payment relates to the entire amount or the minimum instalment, it is agreed that it shall relate to the minimum instalment. Where the Customer has opted for automatic payment from an account maintained with the Bank but the funds available in the account are not adequate to fully settle the amount owed, the Customer authorises the Bank to withdraw all available funds in that account in partial settlement of the debt.
- b) Postal cheque at Hellenic Post. The credit card bill shall be paid using the amount deposited with Hellenic Post after the monies have been paid over / credited by Hellenic Post to the Bank.
- c) Via Phone Banking, provided the Customer is a subscriber.
- d) Directly at a Bank branch in Greece or by depositing or transferring the money from a bank account using Bank ATMs or the ATMs of banks with which the Bank collaborates, which shall be notified to the Customer in writing when the Main Card is delivered. The Customer's credit card shall be paid using the amount deposited in the ATM as specified above.

Any Additional Cardholder shall be able to pay monthly bills using:

- a) Postal cheques at Hellenic Post. The credit card bill shall be paid using the amount deposited with Hellenic Post after the monies have been paid over / credited by Hellenic Post to the Bank.
- b) via Phone Banking, provided he is a subscriber.
- c) Directly at a Bank branch in Greece or by depositing or transferring the money from a bank account using Bank ATMs or the ATMs of banks with which the Bank collaborates, which shall be notified to him in writing when the Main Card is delivered. The credit card shall be paid using the amount deposited in the ATM as specified above.

6.6 The Customer and any Additional Cardholder must carefully examine all Monthly Statements or advices regularly and must promptly inform the Bank about any objections to such documents within the deadlines set out herein and in the Bank's framework contract for payment services in relation to unauthorised or erroneous payment transactions at ATMs or authorised payment transactions entered into by or through the payee. The Customer and any Additional Cardholder may contest the content of any Monthly Statement or provide counterevidence against it, doing so immediately. Reference to this possibility shall be included in the statement. The Customer and any Additional Cardholder agree and acknowledge that where they contest any transaction involving any card referred to in the Statement they shall continue to be obliged to pay the amount shown in said Monthly Statement in which one or more transactions is contested. Moreover they agree and acknowledge that the Bank, despite any challenge to a transaction or transactions, shall continue to be entitled to pursue any unpaid amount owed before the courts if the Customer does not pay the monthly bill because he contests one or more transactions. The Bank hereby declares that where it ascertains that one or more transactions were rightly and properly contested, it shall offset the amounts paid, including any corresponding interest.

6.7 Transactions in a foreign currency entered into using the Main Card and/or any Additional Card shall be subject to charges which depend on the place where the transaction was executed and shall be applied within quantitative limits set from time to time by the banks whose ATM/POSS are used. Any debt arising from such transactions in countries outside the eurozone shall be converted into euro at the exchange rate (sale price) which applies on the date on which the transaction was debited to the account in accordance with VISA procedures, and consequently the conversion date may not be the same as the transaction date. The Bank has no control over and is not liable for the time at which data is processed by VISA and such processing may involve expenses of intermediary credit institutions. The Bank may provide an indicative exchange rate cost on the transaction date if the Customer or the Additional Cardholder contacts the Bank but in general that does not mean that it will be the cost which is actually calculated and applied since exchange rates change from the transaction date to the date on which the transaction is debited to the account. In addition to the charges referred to below, the Customer may also be required to pay a transaction fee by a bank in the country where the transaction was processed. The Monthly Statement shall show the cost of said transactions in detail.

For exchange rates coverage from the date of the transaction until the date of the settlement the Bank will keep a maximum 5% of the transaction value blocked, until the settlement date currency conversion charges incurred are added to them, which stand for credit cards at 4%.

From April 19th, 2020 the Customer and the Additional Card Holder can find out how the cost to him/her of making card transactions within the EU (or EEA, if applicable), compares to the foreign exchange rate(s) issued by the European Central Bank by visiting www.hsbc.gr/cbpr.

- 6.8 The Bank shall bear no liability for acts or omissions of Undertakings and of the Customer and any Additional Cardholder relating to transactions between them. Where a credit note is issued by a Merchant to the Customer for any reason, the Bank shall credit the card account with the amount shown on the credit note where a corresponding credit note has been received from the Merchant. Where the transaction is entered into in a currency other than the euro, the exchange rate shall be determined by the banks and organisations involved in the process of clearing and settling the transaction. The Customer accepts the method for calculating the exchange rate.

7 Charges

In addition to the transactions for the Main Card and any Additional Card, each Monthly Statement shall also show the charges applied for use of the cards. These charges are shown in the Bank's official Service Price List applicable at the time and are as follows:

7.1 Subscription fees

The annual subscription fee is set by the Bank in line with its policy from time to time. Any change in the subscription fee shall take effect 2 months after it is notified. The Customer reserves the right to terminate this contract where he disagrees, and shall be obliged to return the Main Card and any Additional Cards to the Bank having cancelled them and to settle all debts.

7.2 Default interest

Where the minimum payment or the total debit balance in the case where this agreement is rescinded is not settled in full, it shall be subject to default interest which is currently 2.5% per annum on top of the contractual rate as defined below in Term 7.7, on the unpaid amount until the date of settlement.

7.3 Law 128/1975 levy

The Law 128/1975 levy, as set from time to time by the competent authorities, is today 0.6% and is calculated and burdens and is paid by the Customer and the Additional Card Holder on the average monthly outstanding balance.

7.4 Credit card limit excess charges

The charges the Bank collects if the credit card limit is exceeded, as set by the Bank in accordance with its policy from time to time.

- 7.5 There is a charge for using the means of payment when the payment is carried out abroad and is not in euros, in which case currency conversion may be required. More specifically, the charges for transactions which take place outside the eurozone are converted to euro at the rate set by Visa International and any currency conversion charges incurred are added to them, which stand for credit cards at 4%. From April 19th, 2020 the Customer and the Additional Card Holder can find out how the cost to him/her of making card transactions within the EU (or EEA, if applicable), compares to the foreign exchange rate(s) issued by the European Central Bank by visiting www.hsbc.gr/cbpr.

- 7.6 Changes may be made to the charges referred to in terms 7.1 to 7.5 above and shall be notified through the Bank's price list to the contents of which the Customer and Additional Cardholder must refer on a regular basis and in the Monthly Statements or by ordinary mail or any other at the Bank's discretion appropriate mean and shall be effective two (2) months later as from the notification. Where the Customer does not raise objections by the effective date, he shall be deemed to have accepted the changes. Where the Customer raises objections about the changes, he may terminate this agreement in accordance with term 10 below.

7.7 Contractual interest

Where the entire amount owed is paid in full within the deadline specified in the Monthly Statement, that amount shall be subject to interest with the exception of cash advances (loans) where contractual interest shall be payable from the date of withdrawal. Where part of the amount owed is not paid within the deadline specified in the Monthly Statement, the total amount owed and any new transactions shall be subject to interest at a floating rate from the date on which the Bank paid for that transaction and the entry was made in its official books until the date on which the amount owed is paid in full. The floating rate shall be the interest rate used by the Bank for the specific category of loans and is defined in the standard European information for credit agreements in relation to the credit card agreement plus the Law 128/1975 levy (presently at 0.6%). Each time the minimum supply rate for European Central Bank main refinancing operations changes, the Bank may change its interest rate for the specific category of loans. The applicable interest rate from time to time shall be cited in the Monthly Statement. By way of exception, cash advances (loans) shall bear interest from the date of withdrawal and transfer of the balance shall be effective from the date on which the Bank made the transfer. It is agreed that any change in the interest rate shall be notified by publishing a notice in the daily press and by including reference to this in the Monthly Statement. Compound interest issues are regulated by the relevant provisions of law and capitalisation will take place every six months. Interest is calculated on the basis of a 365-day year.

The total Annual Percentage Rate of charge (APR) is the total cost of the loan for the Customer expressed as an annual percentage of the total amount of the credit limit for the loan, which expresses on an annual basis the equivalence between the total present value of the drawdowns and the total present value of repayment instalments and charges paid, and the present value of all future or present liabilities (loans, repayments and charges). Since the card is used as a credit card, the total Annual Percentage Rate of charge (APR) is expressed as a percentage and corresponds solely and exclusively to assumptions made in the numerical example which the Customer and the Additional Cardholder were made aware of and accepted when signing the relevant application form, the framework Contract for payment services and the Terms. The APR is calculated on the assumption that the credit agreement remains in force for the entire agreed term and that the Bank and the Customer and the Additional Cardholder honour their obligations in accordance with the terms dates specified in the credit agreement. In the case of credit agreements which contain clauses which permit fluctuations in the borrowing rates, where appropriate, charges which form part of the APR but whose level cannot be precisely determined at the time the APR is calculated, shall be calculated on the assumption that the borrowing rate and other charges shall remain fixed in relation to the initial level and shall apply until the credit agreement expires. For such an agreement the APR shall be calculated using the additional assumptions (c), (d) and (i) – with assumption (i) applying in the case of balance transfers – laid down in Part II of Annex I of Joint Ministerial Decision No. Z1-699/2010 (Government Gazette Issue 917/B/23.6.2010); in other words, since the consumer is capable of freely choosing drawdowns but, of the various drawdown methods available, a restriction is imposed on the amount and time period, it shall be presumed that the amount of credit is drawn down on the first date specified in the agreement and that this is done in accordance with the drawdown limits specified. Moreover, if the repayment schedule is not specified it is accepted that credit is provided for a time period of one year and that the

credit shall be repaid in 12 equal monthly instalments, and that if various interest rates and charges are offered in the case of a balance transfer for a limited time period, or amount, the interest rate and charge will be considered to be the highest for the entire duration of the credit agreement. The APR may be altered at any time where at least one of the cost factors changes (loan interest rate, Law 128/1975 levy, costs, premiums, etc.). Since the card is used as a credit card, the total Annual Percentage Rate of charge (APR) is expressed as a percentage and corresponds solely and exclusively to assumptions made in the numerical example which the Customer and the Additional Cardholder were made aware of and accepted when signing the relevant application form. The example for the APR is calculated for a Classic Main Card is defined in the applicable standard European information for credit agreements in relation to the said credit card agreement which constitute an integral part of this agreement. The same stands for the APR example for Gold Credit Card.

Any change in the conditions stated in the example in relation to the amounts or frequency of payments or purchases of products and services relating to the specific Customer and/or any Additional Cardholder and/or additional card subscription fee shall, as a matter of course, increase or decrease the APR. The APR may be changed by the Bank if the cost factors comprising it change (interest rate, Law 128/1975 levy, subscription fee, minimum payment percentage), in which case the Customer shall be informed about the new APR in the Monthly Statement sent out.

8 Terms for balance transfers from other banks operating in Greece

The Bank may, at its own discretion, from time to time, offer preferential interest rates from time to time for a specific period to enable the debit balance on the cards of other banks in Greece to be transferred to the HSBC Card. In this case the preferential interest rate shall apply for the period covered by the special offer and until fully repayment of the balance transfer, provided that the Customer and any Additional Cardholder use the card within the context of this contract and under the condition that the Customer pays the minimum amount as shown on the Monthly Statement in good time and having a valid card. The applicable preferential interest rate shall be mentioned only once in the next of the balance transfer Monthly Statement. Where the Customer does not pay the minimum amount in good time, the Bank is entitled to withdraw/cease the preferential interest rate and to charge interest on the entire amount of the debt from the balance transferred at the contractual interest rate from time to time.

9 Offsetting

The Bank is hereby irrevocably authorised to offset its claims arising from use of the card against any counterclaim of the Customer and any Additional Cardholder, irrespective of origin, irrespective of the currency or FX in which that counterclaim is denominated, according to the agreed upon term 3.2 of Section I of these Terms.

10 CANCELLATION OF MAIN CARD AND ADDITIONAL CARD – EXPIRY AND TERMINATION OF CREDIT CARD ISSUANCE AND USE AGREEMENT

- 10.1 The credit card issuance and use agreement has an indefinite duration and shall remain in effect until it is terminated by either contracting party. The Customer shall be entitled to terminate this agreement at any time by giving at least one month's notice in writing, in which case he shall return the cancelled Cards, settle all debts arising from the Cards including annual subscription fees and all kinds of expenses and levies, up until the repayment date. The Customer may request in writing, having given the Bank one month's written notice, the cancellation of the Main Card and of any Additional Cards at no cost, after destroying and returning the corresponding card and honouring his obligations towards the Bank including the

annual subscription fees and all kinds of expenses and levies, up until the repayment date. The Additional Cardholder shall be entitled to request in writing cancellation of the Additional Card only, under the above conditions.

- 10.2 The Bank shall be entitled to suspend any Card, rescind/terminate this contract, cancel the Main Card or reduce the credit limit and consequently any Additional Cards pursuant to the terms of this contract and, in any case, refuse to issue, re-issue or replace any Card, immediately and in writing, where the written form includes a fax or email message, for a substantial reason, such as where the Customer and any Additional Cardholder breach any of the terms of this contract, which are agreed as being material, or due to failure to pay part or whole of the amount shown on the Monthly Statement as immediately payable by the payment date of the Monthly Statement which (amount) becomes due and payable, where a petition is lodged to have the Customer and/or the Additional Cardholder declared bankrupt or equivalent status or to seize his real estate property or in case of breach or failure to perform any obligation of the Customer towards the Bank from any other agreement or breach of any obligation of the Customer towards third parties due to any cause or where any statement, information or facts relating to this contract are violated or become –in the Bank’s view– untrue or inaccurate in any way or for reasons related to transactions’ safety or where there is another substantial reason or in case any or all of the above occurs for the guarantor. In this case the Bank is obliged to notify the Customer. Where this contract is rescinded or the Main Card and Additional Cards are cancelled, the Customer and any Additional Cardholder shall be obliged to refrain from using the card/s, to destroy it/them and/or to immediately return it/them to the Bank, and to settle their obligations to the Bank within the deadline specified by the Bank. It is hereby agreed that any future debts of the Customer arising at a time after this agreement is rescinded which relate to the business relationship between the Customer and the Bank before the rescission, shall automatically become due and payable. By means of this agreement, the Customer and the Additional Cardholder agree that the Bank may, where there is a justification and for a substantial reason, refuse either of them the right to make further credit drawdowns under this agreement. The Bank shall inform the Customer about its refusal and the reasons for this in writing or using another durable medium where possible before making such refusal or at the latest thereafter, unless the provision of such information is prohibited by other legislative provisions which transpose Community law into national law or is contrary to public policy or public security requirements. In all other cases, provided that a shorter deadline is permitted by law, the Bank may rescind/terminate this agreement having first given the Customer at least two (2) months prior notice. The Customer shall be entitled to rescind/terminate this agreement having given one (1) month’s prior notice and after having paid all of the Bank’s receivables stemming from this agreement. Also, any termination of the framework contract for payment services which entails the closing of one or more payment accounts also entails the termination of this contract.
- 10.3 The Bank is entitled to suspend use of the payment instrument for objectively justified reasons relating to the safety of the payment instrument, the existence of suspicions about unauthorised or fraudulent use of the payment instrument or a significantly increased risk of the Customer [and/or the Additional Cardholder] being unable to discharge his [their] payment obligations. The Bank notifies the Customer by phone and if possible prior to the suspension of use or the latest right after, unless this notification is in contradiction to objectively justified security grounds or is expressly prohibited by national law or any related legislation of the Union. When the Customer is accordingly notified by the Bank for the Card’s return, the Customer must comply immediately.
- 10.4 Once this credit card issuance and use contract has been rescinded in accordance with the above, VISA shall automatically cease issuing and sending Monthly Statements to the Customer either in writing or electronically.

- 10.5 Court costs in general and lawyer's fee and compulsory enforcement expenses, namely costs relating to seizures, notifications, court process server and notary fees/charges and any other reasonable and necessary expenses which were or may be incurred by the Bank in implementation of this contract shall be borne by the Customer and any Additional Cardholder who shall be obliged to pay those amounts. If the Bank pays any of said amounts even though it is not obliged to do so, the Customer and any Additional Cardholder shall be obliged to pay those amounts together with default interest from the payment date until the date of settlement in full. Judicial or out-of-court documents, including those for compulsory enforcement documents, may be lawfully served on the attorney in fact of the Customer or Additional Cardholder, as designated in the application form for a credit card, who is irrevocably appointed under Article 142(4) of the Hellenic Code of Civil Procedure and Article 40(2) and Article 57(2) of the Legislative Decree of 17.7.1923 "on special provisions concerning sociétés anonymes", who is hereby ordered by the Customer and/or the Additional Cardholder to receive all documents from the Bank relating hereto which are addressed to the Customer and/or the Additional Cardholder including (without this limiting the generality of this clause) pre-trial documents, case files, notifications and case files for compulsory enforcement proceedings sent to the Customer.
- 10.6 The Customer and any Additional Cardholder shall be entitled to withdraw from the agreement within fourteen (14) calendar days without providing any reasons for such withdrawal. The deadline for withdrawal shall commence either: (a) from the date on which the credit agreement is concluded; or (b) from the date on which the Customer and/or Additional Cardholder receive the terms of the agreement and information required by law, where that date is after the date on which the agreement is concluded. Where the Customer and/or the Additional Cardholder exercises his right of withdrawal, he must: (a) for the purpose of withdrawing from the agreement before the end of said 14 calendar days deadline, inform the Bank about this in any way which is acceptable under the applicable legislation. The 14 calendar day deadline shall be presumed to have been complied with provided that said notice, if submitted in writing by filling out the withdrawal form provided by the Bank in-branch or using another durable medium made available by the Bank to which the latter has access, has been sent before the deadline expires, (b) pay the Bank the principal amount and accrued interest on the principal from the date on which the credit is drawn down until the date the principal is repaid to the Bank without unjustified delay, and at the least within 30 calendar days from dispatch of the notice of withdrawal to the Bank. Interest shall be calculated based on the agreed borrowing rate and the amount of interest payable shall be notified on a daily basis. The Bank shall not be entitled to any other compensation from the Customer and/or Additional Cardholder in the case of withdrawal, other than compensation for non-refundable charges which the Bank paid to any department of the public administration.

11 Amendment of terms hereof

Without prejudice of the mentioned in terms 1.5, 1.6 and 1.7 of the Terms, the Bank may unilaterally amend or supplement the terms of this contract by providing the Customer with at least two months' notice of those terms, such notice being provided through the Bank's price list to the contents of which the Customer must refer on a regular basis on his own and through the periodical notification of the Customer on an individual basis through statements and/or by ordinary mail or in the Monthly Statement or any other at the Bank's discretion appropriate mean as indicated in Section I of the Terms. Grounds for amendment may include changes by credit or monetary authorities and changes in market conditions, changes in the credit policy applied from time to time by the Bank, readjustment in existing bank or interbank interest rates, increases in the cost of credit. The new terms shall apply once the 2-month notice period ends. Where the Customer makes no objections within that two-month time period before the terms take effect, he shall be presumed to have expressly and unreservedly accepted and be bound

by the supplementation or amendment of the terms. In all other cases, the Customer may rescind this contract.

12 Notifications/ Advices

Any information provided by the Bank relating to the Customer and/or the Additional Cardholder including the Monthly Statements shall be addressed to / sent to the Customer only at the Customer's mailing address last provided to the Bank. The Customer must provide this mailing address and he hereby acknowledges that he undertakes the obligation to inform any Additional Cardholders of these matters. The Customer may send any request to the Bank at the address or using the phone numbers notified to him in flyers or the monthly statements. The Customer and the Additional Card holder declare that they have been informed and accept the aforementioned in Section I of these Terms.

13 Privacy Notice - Personal Data

- 13.1 The Customer/holder of Main Card and the Additional Cardholder can be at all times informed in respect to the process of his personal data and information in accordance with the EU Regulation 2016/679 and the respective implementing local law kept with the Bank, by the Privacy Notice of the Bank, as in force which is easily available at its public website and branches, as it explains what information are collected, how that information are used, with whom it will be shared, the circumstances when it is shared and what steps are taken to make sure it stays private and secure and the data subjects' rights and that in all cases the Privacy Notice should be read carefully.

14. Assignment of rights

The Bank alone shall be entitled to assign/transfer other credit or financial institutions in general its claims and rights deriving from this contract without the Customer's prior consent, but the Bank shall notify the Customer in writing of any such assignment, unless the Bank, in agreement with the assignee, continues to manage the Customer's relationships.

15. Terms and conditions for the HSBC credit card transactions SMS Alerts Service (SMS Alerts Service or Service)

- 15.1 The SMS Alerts Service is a service offered by the Bank to improve the security of HSBC credit card transactions, which is aimed at and only provided to the main holders of an HSBC credit card (hereinafter the Customer) upon request. The Customer acknowledges that the Service is available at all times, irrespective of whether transactions are entered into or not via the credit card. Where transactions are approved for any valid HSBC main or additional credit card, the Customer will receive a short informative message at his personal mobile phone number (a SMS). That SMS will only relate to cash withdrawal transactions made from any ATM within the credit limit, or to remote purchases and/or to purchases from specific, approved points of sale in Greece or abroad (where the Customer is physically present) (hereinafter jointly and/or individually referred to as the Transaction).
- 15.2 The SMS Alerts Service will relate to each and every Customer credit card (whether a main or additional card) while the Customer may in all events and at any time select the credit card in relation to which he wishes to enjoy this service from the Bank. In every SMS a relevant telephone communication number shall be referred through which the Customer may at any time notify the Bank about his/her wish to De-activate the Service (abbreviation DS). The SMS Alerts Service will be deactivated one business day after the Customer requests deactivation of the Service. SMS will be sent to the Customer's personal mobile phone number which was

most recently provided to the Bank within the framework of any contractual relationship with the Bank. Thus, the Bank will not verify the personal mobile phone number before or after activating the SMS Alerts Service. The Customer acknowledges that in order for the Bank to provide him with the SMS Alerts Service he must have a mobile handset and valid subscription with a telecom service provider established in Greece which can support the receipt of short non-encoded messages (SMS) in Greece and abroad, in accordance with the technical specifications of the handset and the specifications and expenses laid down from time to time by the Customer's telecom service provider. The Customer acknowledges that no new application of SMS alerts service is required in case of credit card renewal or re-issuance.

- 15.3 The Customer undertakes the obligation to ensure that his personal mobile handset is securely used and to not permit access to or use of the personal mobile handset by any third party. Moreover, in the case where the mobile handset is lost or stolen or misappropriated and/or the mobile telephony connection is terminated and/or the mobile phone number is changed the Customer is obliged to promptly inform the Bank about the loss, theft, misappropriation, termination or change so as to deactivate the SMS Alerts Service within one (1) business day. The Customer acknowledges and accepts that the Bank will continue to duly discharge its obligations towards the Customer up until the date on which the Bank was informed about that change. SMS sent as part of this Service will be sent only once, in which case if the Customer cancels or deletes the message it cannot be recovered.
- 15.4 SMS sent as part of this Service are not proof of the Transaction and do not substitute the Bank's obligation to provide information to the Customer about the transaction entered into using the HSBC credit card in accordance with the terms and conditions contained in the General Transaction Terms and Conditions for Retail Customers, as in force from time to time. The informative SMS may refer to abbreviations because of the limited number of characters for the Greek language (160 characters), unless the Customer has requested that such SMS be sent in English. Provision of the SMS Alerts Service does not release the Customer from the obligation (a) to ensure that the credit card is kept safe and used properly in accordance with its terms of issuance and use, including the obligation to take all appropriate steps for keep any personalized security credentials safe and (b) to promptly inform the Bank about the loss, theft, misappropriation or unauthorized use of any credit card, an obligation which derives from and is described in both the credit card contract and the payment services framework contract, as in force from time to time. In all events, irrespective and independent of the obligation to report the loss or theft or misappropriation of the credit card, the Customer shall make a separate request to deactivate the Service for that specific card by contacting the Bank's Phone Banking service.
- 15.5 The Customer acknowledges that the Bank will never send a SMS requesting from the Customer to disclose any personal codes or other information relating to the credit card or any product or service of the Bank, and that the message sent by the Bank will not contain hyperlinks to the Bank's website. If the Customer receives such a message, he acknowledges and accepts that it is NOT a message which has been sent by the Bank and the Customer shall be obliged to promptly inform the Bank about this incident by contacting the Bank's Phone Banking service.
- 15.6 The Customer can be at all times informed in respect to the process of his personal data and information in accordance with the EU Regulation 2016/679 and the respective implementing local law kept with the Bank, by the Privacy Notice of the Bank, as in force which is easily available at its public website and branches, as it explains what information are collected, how that information are used, with whom it will be shared, the circumstances when it is shared and

what steps are taken to make sure it stays private and secure and the data subjects' rights and that in all cases the Privacy Notice should be read carefully.

- 15.7 The SMS sent as part of this Service are not encrypted, will indicate that the sender is 'HSBC' and will state the amount, currency, date and time of the Transaction and specific details about the credit card which was used to enter into the Transaction. The Customer hereby acknowledges that the information and data which will be referred to in the SMS may be changed at the Bank's discretion and such change will be notified by the Bank in the credit card statement received by the Customer. The Customer accepts that in the case of remote purchases and/or purchases from specific, approved points of sales (where the Customer is physically present) by installments, entered into using the HSBC credit card, a SMS will only be sent for the first installment of this purchase and not for the remaining installments. Where the Customer receives a SMS for a Transaction he does not recognize or contests, he is obliged to promptly inform the Bank by contacting HSBC Phone Banking service. Moreover, in the case where the Customer does not receive a SMS for a period of two (2) days whilst he/she knows that within this period of time a Transaction has been approved, he/she must promptly notify the Bank by contacting HSBC Phone Banking service.
- 15.8 An SMS sent as part of this Service may not be received or may be delayed for reasons outside the Bank's control due to technical problems with the Customer's telecom service provider such as if the inbox capacity for incoming messages on the Customer's mobile phone is not sufficiently large, or the handset technology does not allow the delivery of non-encrypted SMS, or there is no adequate mobile telephony coverage from the telecom service provider in the specific area of Greece or abroad, or the Customer has not excluded the Bank as an acceptable sender, etc.
- 15.9 The Bank cannot guarantee the confidentiality, accuracy, security or completeness of the information contained in SMS of this type nor is it liable for the dispatch and delivery of the information contained in the SMS from the SMS Alerts Service or any errors or any charges imposed by the Customer's telecom service provider to deliver SMS -charges which the Customer shall pay- or for any losses or damages or costs which are incurred by the Customer from any inability to deliver or delayed delivery of SMS as part of the SMS Alerts Service or because the Customer relied on that information for any reason. The Customer acknowledges that the provision of the SMS Alerts Service is not an additional obligation or does not entail liability for the Bank in relation to use of the credit card but that the Service is provided as a means to allow the Customer to check his credit card usage.
- 15.10 The Bank has informed the Customer to whom the Service is provided that it will process the personal data relating to the Service to facilitate, support and monitor the contractual relationship generated by providing the Service, to defend the Bank's interests and to discharge its relevant obligations and that recipients of that information will be the Bank itself and/or the persons processing data on the Bank's behalf and/or the telecom service provider the Customer is subscribed to. The Customer acknowledges and accepts that the subscription and additional cost of the Service for more than 10 SMS Alerts Service messages will be computed in accordance with the Bank's price list as in force from time to time (available in-branch and/or on the Bank's official website or by contacting the HSBC Phone Banking Service). Moreover, the Customer hereby instructs the Bank to charge the relevant credit card with the cost of the subscription and any additional cost of the Service, irrespective of the existence of transactions, and in all events to charge the card for the total number of SMS sent, irrespective of whether they are actually delivered to the Customer. The cost of the subscription and the relevant cost for more than 10 SMS or the, at any time applicable number of SMSs notified through the

Bank's price list will relate to the previous month and any transactions which took place in that month. The Bank may suspend the SMS Alerts Service immediately at any time, particularly for reasons associated with the safeguarding of transactions, or Customer and Bank security and shall inform the Customer about this using any reasonable means. Moreover, the Bank shall terminate the SMS Alerts Service immediately at any time where (a) the credit card expires, (b) the Bank cancels or suspends use of the credit card or rescinds the credit card contract for any reason(s) or even terminates the business relationship between the Customer and the Bank, (c) in case of non-payment of the subscription fee and any total cost of the Service for whatever reason and (d) there is a ground for rescission in law or another termination event of the contractual relationship with the Bank. In all events the Bank shall be entitled to terminate the SMS Alerts Service at any time or to change the subscription charge for the SMS Alerts Service having informed the Customer at least two months prior to the change in the cost of the SMS Alerts Service via the statement for the main credit card, and in all events in the Bank's price list as applicable from time to time. These terms and conditions shall be governed by Greek law, and in particular the Legislative Decree of 17 July/13.8.1923 on special provisions for societies anonym. The courts competent to resolve any dispute which may arise from this agreement are the courts determined in clause 17 of the Terms.

- 15.11 The Customer and the Additional Cardholder acknowledge and accept that this contract forms an indispensable part of the Terms, including the payment service framework contract, as in force at the time, and of the Bank's services price list, which also contain additional information about how payment transactions are entered into, the interest rate tables, the cut-off times for banking operations and the cut-off times for currency conversion purposes, as in force at the time, which the Customer and the Additional Cardholder has accepted; the Customer declares that he is aware that such terms are available at the Bank's branches, on the Bank's website and via the HSBC Phone Banking service (by speaking with an agent) and the HSBC Online Banking service.

B. OVERDRAFT FACILITY CONTRACT TERMS

It is noted and stressed out that these terms and any references to the approved overdraft limit, apply and are enforceable only for already provided overdraft limits since this product is not provided. It is hereby agreed that the terms of this individual contract also apply to Advance Customers, Premier Customers and holders of a Feel Good account by the Bank with the corresponding overdraft limit, as this is set by the Bank from time to time at its discretion for each Bank product [for Advance Customers, Premier Customers and Feel Good account holders] with any corresponding fees and charges or exemptions applicable to each customer category according to the Bank's services and product price list applicable at the time, as this price list is available at the Bank's branches and website and through the HSBC Phone Banking service (by speaking with an agent and not through the Interactive Voice Response System) and the HSBC Online Banking service.

Under this overdraft facility contract, the Bank has agreed to provide the Customer, upon his request, with an overdraft facility up to the approved limit in each case. The Customer expressly and unreservedly states that he has applied for an overdraft limit which application constitutes integral part of this contract, after the Bank provided him with sufficient explanations so that he could evaluate the product in question and this contract is compatible with his needs and financial status; he also states that clarifications were provided to him, where required, on the information given before this contract was concluded and the main attributes of the contract and the effects that these may have for him were pointed out, including the consequences of being in arrears, pursuant to the applicable from time to time and agreed upon in the standard European information on credit agreements in relation to the said overdraft limit provided and

signed by the Customer which constitute an integral part of this agreement and pursuant to the following terms:

1. The use of the overdraft up to the limit set by the Bank at its own discretion for each Bank product (for Advance and Premier customers, Feel Good account holders), through which the Bank allows the customer to withdraw money beyond the balance of the account held with the Bank and up to said limit is governed by the applicable decisions of the competent Monetary Authorities and takes place through the withdrawal of cash from the Bank's cashiers or ATM, by payment of Customer instructions by the Bank or by payment of cheques issued and debited to said account by the Bank; the use of the account for commercial purposes is prohibited.
2. The Customer may withdraw from the overdraft facility contract within 14 calendar days without providing any reasons for such withdrawal. This withdrawal time frame starts: a) on the date on which the overdraft facility contract is concluded; or (b) on the date on which the Customer receives the terms of the contract and information required by law, where that date is after the date on which the contract is concluded. Where the Customer exercises his right of withdrawal, he must: (a) for the purpose of withdrawing from the contract before the end of said 14 calendar days' time frame, inform the Bank about this in any way which is acceptable under the applicable legislation. The 14 calendar day time frame shall be presumed to have been complied with provided that said notice, if submitted in writing by filling out the withdrawal form provided by the Bank in-branch or using another durable medium made available by the Bank to which the latter has access, has been sent before the deadline expires, (b) pay the Bank the principal amount and accrued interest on the principal from the date on which the credit is drawn down until the date the principal is repaid to the Bank without unjustified delay, and at the least within thirty (30) calendar days from dispatch of the notice of withdrawal to the Bank. Interest shall be calculated based on the agreed borrowing rate and the amount of interest payable shall be notified on a daily basis. The Bank shall not be entitled to any other compensation from the Customer in the case of withdrawal, other than compensation for non-refundable charges which the Bank paid to any department of the public administration.
3. Every overdraft amount used is charged with floating-rate interest equal to the aggregate of the minimum bid rate applicable at the time for the main refinancing operations to credit institutions by the Eurosystem, as this is announced by the European Central Bank from time to time, plus a fixed margin which is defined and agreed upon in the standard European information for credit agreements in relation to the overdraft agreement (hereinafter the 'Contractual Interest Rate') plus the Law 128/1975 levy, as in force at the time. The Customer hereby states that he agrees that information about any change in the borrowing rate, which information includes the amount of payments after the start of any new borrowing rate, and if there is a change in the number or frequency of payments, information about such change may be provided in writing or using some other durable medium on a periodic basis, after the implementation of the new interest rate, when the change in the borrowing rate is due to a change in the benchmark rate, the new benchmark rate shall be publicly available using suitable media and in-branch and on the Bank's website and via the HSBC Phone Banking service by speaking with an agent and not through the Interactive Voice Response System.
4. Interest shall be calculated based on the Contractual Interest Rate based on a year of 365 days and will be charged to the Customer's account at the end of each calendar six-month period. The Customer hereby irrevocably authorises the Bank to pay the interest due in each case by debiting his account with the same amount, making use of the approved limit, where such amount is available within the limit.
5. It is agreed that every interest amount due in excess of the overdraft limit must be paid immediately by the consumer. Otherwise, default interest will be charged from the first day of

delay equal to the Contractual Interest Rate applicable at the time plus 2.5% per annum. It is agreed that every amount of interest due as per the above will also be subject to semi-annual compounding of interest and capitalisation according to the applicable legislation.

6. The APR which equates, on an annual basis, the present value of all the current or future obligations (withdrawals, repayments and surcharges) agreed between the Bank and the Customer is calculated based on the formula shown in Part I of Annex I of Joint Ministerial Decision No. Z1-699/2010 (Government Gazette Issue 917/B/23.6.2010). For the purposes of calculating the APR, the total cost of credit for the Customer is specified, except for the costs which are incurred by the Customer only if he fails to honour any of its obligations under the overdraft facility contract and for the surcharges over the market price which he has to pay to purchase goods or services, whether he is buying on credit or in cash. Costs for maintaining the account in which both payments and drawdowns are recorded, costs for using the means of payment which permits both payments and drawdowns to be made and other costs relating to payments are included in the overall cost of credit, unless opening of the account is optional, and the costs of the account have been clearly and separately set out in the overdraft facility contract or in another contract entered into with the Customer. The APR is calculated on the assumption that the overdraft facility contract remains in force for the entire agreed term and that the Bank and the Customer and the Additional Cardholder honour their obligations in accordance with the terms dates specified in the overdraft facility contract. In the case of credit agreements which contain clauses which permit fluctuations in the borrowing rates, where appropriate, charges which form part of the APR but whose level cannot be precisely determined at the time the APR is calculated, shall be calculated on the assumption that the borrowing rate and other charges shall remain fixed in relation to the initial level and shall apply until the overdraft facility contract expires. For the credit in question, the APR is calculated based on the additional assumption (d) Part II of Annex I of Joint Ministerial Decision No. Z1 - 699/2010 (Government Gazette Issue 917/B/23.6.2010), i.e. because no repayment schedule is set, it is accepted that the credit is provided for a period of one year and that the credit shall be repaid in twelve equal monthly instalments. The APR may be altered at any time where at least one of the cost factors changes (loan interest rate, Law 128/1975 levy, costs, premiums, etc.). The example for APR is provided in the applicable from time to time standard European information for credit agreements in relation to the overdraft agreement which constitute an integral part of this agreement.
7. Moreover, it is expressly agreed that every sum of overdraft capital is immediately due and payable in full and/or in part out of every subsequent deposit into / credit of the account. The Customer acknowledges that every deposit into or credit of the account will be automatically used at any point in time to reduce the Customer's debt from the overdraft facility and he irrevocably authorises the Bank to take the actions required in each case for the partial and/or full collection of its receivables.
8. All the information on the above account activity and payments will be provided as defined under term 7 of Part I of the Terms and in the Bank's framework contract for payment services, as in force at the time. Every account statement is based on the official and duly maintained records of the Bank and it is agreed that every such statement will constitute full proof of all kinds of receivables of the Bank from the Customer due to the overdraft facility hereby agreed and as long as no objections are raised regarding such statements they will entail the acknowledgement and acceptance of the balance and (credit and debit) activity of the account. However, evidence in rebuttal may be provided by the Customer. The acceptance of the copy/excerpt of the statement by the Customer will be assumed if the Customer does not inform

the Bank in writing within one month as from its dispatch that he has been made aware of its content.

9. The Bank may terminate this overdraft facility contract with immediate effect and may declare the entire amount due and payable indicatively if the total debt, stemming from overdraft withdrawals beyond the approved overdraft limit or from overdue interest on overdraft amounts beyond the approved limit, remains unpaid for two (2) months, in case of filing an application for bankruptcy or where the Customer is declared bankrupt or relevant status or its real estate assets are seized, or breach or failure to perform any obligation of the Customer against the Bank from any other agreement or breach or failure of any of the Customer's obligations towards third parties due to any cause, where any representations or data or information relating to this contract are infringed or in the Bank's view become untrue or inaccurate in any manner, or for any reasons related to transactions' security, or where there is any other serious ground or in case any or all of these occur in relation to the guarantor.
10. Irrespective of the above, given that overdraft is a form of open account, the Bank may terminate this contract at any time at its own discretion and may close the account subject to giving two months' notice in writing or using another durable medium. The Customer agrees that he may terminate this contract having given one (1) month's prior notice and after having paid all of the Bank's receivables stemming from this contract. Moreover, the Customer acknowledges that the Bank may, where there is justification on serious grounds, refuse the consumer the right to make future credit drawdowns under an indefinite credit contract. The Bank shall inform the Customer about its refusal and the reasons for this in writing or using another durable medium where possible before making such refusal or at the latest thereafter, unless the provision of such information is prohibited by other legislative provisions which incorporates Community law or is contrary to public policy or public security requirements. Moreover, the Bank is entitled to offset any claim of the consumer against the Bank on any other ground or cause against all manner of receivables it may have under this contract, irrespective of the time at which that claim arose and exercise its right of setoff in accordance to the Terms. More specifically, the Customer hereby expressly authorises the Bank to immediately and automatically withhold any amounts due by the Customer which are due and payable under this contract from the credit transactions of the Customer's Account. Also, any termination of the framework contract for payment services which entails the closing of one or more payment accounts also entails the termination of this agreement.
11. It is agreed that the Customer will be charged with and will pay all current and future taxes, fees, contribution (to the State or to third parties) or levies of any kind which may be imposed, charged or collected by any tax or other authority and by third parties (with the sole exception being the Bank's income tax), levies under Law 128/1975, as in force at the time, as well as every other expense / fee that the Bank may have to pay during and for the judicial or extrajudicial claim of all kinds of receivables it may have from the Customer under this contract.
12. Court fees in general and lawyer's fees and compulsory enforcement expenses, namely costs relating to seizures, notifications, court process server and notary fees/charges and any other reasonable and necessary expenses which were or will be incurred by the Bank in implementation of this contract shall be borne by and charged to the Customer. If the Bank pays any of said amounts even though it is not obliged to do so, the Customer shall be obliged to pay those amounts together with default interest from the payment date until the date of settlement in full. Judicial or out-of-court documents, including those for compulsory enforcement documents, may be lawfully served on the Customer's attorney in fact as designated in the card issuance application form, who is irrevocably appointed under Article

142(4) of the Hellenic Code of Civil Procedure and Article 40(2) and Article 57(2) of the Legislative Decree of 17.7.1923 “on special provisions concerning sociétés anonymes”, who is hereby ordered by the Customer to receive all documents from the Bank relating hereto which are addressed to the Customer, including (without this limiting the generality of this clause) pre-trial documents, case files, notifications and case files for compulsory enforcement proceedings sent to the Customer.

13. If the account is a joint account, all joint holders expressly and unreservedly accept and acknowledge that the above terms also apply to them and state that they will be jointly and severally liable for any debt arising from this overdraft facility contract.
14. The Bank alone shall be entitled to assign other credit or financial institutions in general its claims and rights deriving from this contract without the Customer's prior consent, but the Bank shall notify the Customer in writing of any such assignment, unless the Bank, in agreement with the assignee, continues to manage the Customer's relationships.
15. The Bank may unilaterally amend or supplement the terms of this contract upon relevant notification to the Customer according to the applicable legislation which may be made through the Bank's price list the contents of which the Customer must be updated on a regular basis and through the periodical notification on individual basis through statements or by simple mail or any appropriate at the Bank's discretion mean as indicated in Part I of the Terms binding for the Customer. Indicatively grounds of amendment could be the amendment of decisions of the regulatory and supervisory authorities, the market conditions, the change of the applicable credit policy of the Bank, the adjustment of the current at that time banking and extra-banking interest rates, the increase of credit cost.
16. The Customer can be at all times informed in respect to the process of his personal data and information in accordance with the EU Regulation 2016/679 and the respective implementing local law kept with the Bank, by the Privacy Notice of the Bank, as in force which is easily available at its public website and branches, as it explains what information are collected, how that information are used, with whom it will be shared, the circumstances when it is shared and what steps are taken to make sure it stays private and secure and the data subjects' rights and that in all cases the Privacy Notice should be read carefully.
17. The Customer acknowledges and accepts that this contract forms an indispensable part of the application for overdraft limit, of these Terms including the payment services framework contract, as in force at the time, and of the Bank's services price list, which also contain additional information about how payment transactions are entered into, the cut-off times for banking operations the interest rate tables and the cut-off times for currency conversion purposes, as in force at the time, which the Customer has accepted; the Customer declares that he is aware that such terms are available at the Bank's branches, on the Bank's website and via the HSBC Phone Banking service (by speaking with an agent) and the HSBC Online Banking service.

PART IV

HSBC PHONE BANKING TRANSACTION TERMS AND CONDITIONS

In addition to the other service channels, the Bank shall provide to the Customer, upon the latter's request at a Bank branch or over the telephone to an agent of the HSBC Phone Banking system, the ability to carry out certain bank transaction and receive services which are communicated from time to time by the Bank through its Phone Customer Service Centre (hereinafter 'Phone Service Centre' or 'HSBC Phone Banking') through the use of a telecom network combined with a mobile or landline telephone, pursuant to these Terms and to the following terms and conditions. The

Customer expressly agrees that all the following terms are important and substantial, together with the Bank's framework contract for payment services, and that he has read, studied, understood and become fully aware of them and unreservedly and fully accepts them in their entirety by signing the application form and/or by registering for the service and/or by using the HSBC Phone Banking service. The Customer agrees that, when filling in the application form for his registration, he must provide the Bank with his accurate and true personal data and with the details of the account(s) that he wishes to link to this service.

1. SERVICES PROVIDED VIA HSBC PHONE BANKING

Using the Phone Service Centre, the Customer may obtain information on Bank products and services existing at the time of his application or those launched after that application, and enter into banking transactions. Through the Phone Service Centre (speaking with an agent and not through the Interactive Voice Response System), the Bank's branches and the Bank's website, the Customer may obtain information about the types of transactions which he can enter into using the Phone Service Centre. The Bank may terminate or limit the operation of the Phone Service Centre at its discretion where there is a fault or malfunction or for security reasons or on the grounds cited in term 5 below and/or may deactivate the Customer's Phone Banking PIN if it has not been used for the period set by the Bank from time to time. Moreover, the Bank may add or remove specific services currently provided or which will be provided in the future and will communicate those services through the same service.

2. ISSUANCE AND TERMS OF USE OF PERSONAL IDENTIFICATION NUMBER

To ensure secure transactions the Bank shall provide the Customer upon his/her written or phone application with a personal identification number, hereinafter referred as the 'Phone Banking PIN' or Phone Banking e-PIN number, correspondingly. In that respect, further requirements under the strong customer authentication procedure established and applied by the Bank pursuant the framework contract for payment services and in compliance with applicable laws may arise.

The Phone Banking PIN is notified to the Customer by the Bank using a special secure form with instructions on how to activate and use it provided directly to the Customer in -branch upon the corresponding application for the service and the form of receipt or sent to him/her by registered mail only upon his/her relevant request.

The Phone Banking e-PIN number is notified to the Customer and is de-encrypted by the Customer using the 16 digit encryption number he/she has been provided with by a call centre agent of the HSBC Phone Banking service during the phone verification of his/her particulars in combination to the instructions sent to Customer electronically via e-mail by the Bank to his/her latest e-mail address.

The Customer may replace the Phone Banking PIN or e-PIN provided by the Bank before this first transaction or at any later time.

The Customer acknowledges that the Phone Banking PIN or Phone Banking e-PIN number is the means to access the HSBC Phone Banking service, the mean to access the HSBC Online Banking service and is equivalent to this/her signature to initiate transactions and that the Phone Banking PIN or the Phone Banking e-PIN number is unique and he/she undertakes to diligently safeguard it so as to prevent third parties using it. In that respect, further requirements under the strong customer authentication procedure established and applied by the Bank pursuant to the framework contract for payment services and in compliance with applicable laws may arise. The Customer must use his personal security codes in accordance with the terms and conditions which govern their provision and issuance and must inform without fail

the Bank as his payment service provider or anybody which the Bank has appointed for this purpose as soon as the Customer becomes aware of the loss, theft or misappropriation of the payment instrument or of its unauthorised use. Therefore, the Customer must take all reasonable measures to keep his personal security details' personalized security credentials safe.

The Bank makes sure that it always provides the Customer with the means to report a loss, theft or misappropriation of the payment instrument or of its unauthorised use and the Customer agrees that the Bank's Phone Service Centre is the appropriate medium for reporting such events.

The Customer must promptly inform the Bank in writing or through the Phone Service Centre (only by speaking with an agent and not by using the Interactive Voice Response System) whenever he suspects that his PIN has been lost, stolen misappropriated or disclosed, and to state whether he wishes it to be immediately replaced or not by calling 800 11 72000 / +30 210 69 62 190 or any other contact number provided by the Bank to the Customer, which shall be available to the Customer round the clock, 7 days a week. In any case, the Bank reserves its right to ask the Customer for a written report of the above.

If the Customer requires a new Phone Banking PIN or a new Phone Banking e-PIN number and/or cancellation and/or extension or limitation of the specific services and/or access to new services or the amendment of existing services and/or for any other reason, the Customer shall submit a written request to that effect at a Bank branch or will request this by speaking with an agent through the Phone Service Centre. The Bank shall only be liable for transactions carried out after receiving said notice of disclosure, theft, loss misappropriation or non-approved use.

The Customer must follow the Bank's guidelines and recommendations for secure transactions using the Phone Service Centre and all the means of identification for the execution of transaction instructions including the ones which may arise under the strong customer authentication procedure established and applied by the Bank pursuant to the framework contract for payment services, and in compliance with applicable laws must also comply with those. The Customer accepts that any omission on his part to comply with the recommended security procedures may result in infringement of confidential or secret information and in third parties entering into transactions, and he shall have no claim against the Bank.

The Customer shall pay an additional fee to the Bank, if so requested by the Bank, for the services provided which are within the scope of this contract, together with all relevant charges, after having been notified of such charges, which will be in line with the Bank's services price list applicable at the time, as updated by the Bank from time to time, available in-branch, on the internet and via the HSBC Phone Banking service (by speaking with an agent and not through the Interactive Voice Response System) and HSBC Online Banking service.

3. TRANSACTIONS THROUGH THE PHONE SERVICE CENTRE

The transactions which the Customer wishes to enter into using the Phone Banking Service shall be entered into by calling the phone numbers provided during working hours as indicated from time to time by the Bank to the Customer, with the option for the Customer to speak directly to a representative of the Bank or to connect to the Interactive Voice Response System, and Customer transactions shall relate to and concern all accounts held by the Customer at the Bank provided that they have been linked to the Customer's personal banking number (hereinafter the 'PBN') which shall be sent as an access card by ordinary or registered mail. Depending on the payment instruction given there must be adequate funds in each account or any overdraft limit must have been agreed. The Customer hereby authorises the Bank to link

every existing and future account of his to the same PBN. The use of the Interactive Voice Response System requires a touch tone handset and a security code for the Phone Banking services provided, information about which can be obtained on the Bank's website and through the Phone Banking service or using any other expedient means at the Bank's discretion.

Prior to entering into any transaction the Customer shall be obliged to key in the PBN and the Phone Banking PIN which will be automatically verified by the Bank's system. Whenever the Customer contacts a Bank agent directly, he must disclose his Phone Banking PIN. Where the Customer calls the services with or without prior verification of his Phone Banking PIN, the Bank's representative shall be entitled to request that the Customer provide additional information considered necessary to confirm/verify his identity before entering into transactions or to refuse to enter into the transaction requested if he has reservations about the caller's identity. The Customer acknowledges that the combined use of the Customer's personal codes determine his identity, point to him personally and have the same effects as if he had placed his signature. The Customer therefore accepts that every transaction carried out by the Bank originates from and is approved by the Customer, with any evidence in rebuttal being permitted. The Customer acknowledges that, in any case, further requirements may arise under the strong customer authentication procedure pursuant to the framework contract for payment services. The Customer states that he knows that the instructions he gives orally may lead to a dispute regarding the existence or accuracy of such instructions and, in order to ensure the accuracy of the instructions he/she has been informed and he/she accepts and instructs the Bank to record all his conversations with Bank employees or representatives through the Phone Service Centre and thus to record and file all the instructions and conversations of the Customer in order to safeguard the interests of both parties and for transaction protection purposes. The Customer acknowledges that the registered and taped phone conversations are kept in a special archive of phone communications according to the relevant applicable from time to time legislation.

In addition, besides the Customer's verification through PBN and PIN of the Phone Banking service the Customer can be verified through an active credit/debit card kept with the Bank and has to enter the PIN of Phone Banking Service (and NOT the PIN Card.)

The Customer declares that he hereby is aware that to such recordings being full proof of the conversation/instruction and of the time at which it took place, based on the Bank's automatic recording system, and that such items may be lawfully and admissibly used by the Bank before the competent authorities.

The Customer authorises the Bank to execute instructions sent to it via the Phone Banking service in the context of these and other terms, which may include, inter alia, instructions or the off-market sale of interest-bearing notes or Greek treasury bonds or bonds listed on the Athens Exchange subject to any special agreements such as repurchase or buy and sell back agreements. The Bank reserves the right to require that the Customer provide written confirmation of his instructions given using the Phone Banking service. The Bank may place restrictions on the type of transactions, their amounts, the hours and days on which the Phone Service Centre will be available and the number of instructions transmitted through the Phone Service Centre. Such limits will be communicated to the Customer through the Bank's branches and/or the HSBC Phone Banking service. The time frame for the execution of payment instructions is shown in the cut-off times table and the currency conversion cut-off times table and the Customer knows that these tables are available, as in force at the time, from branches, through the HSBC Phone Banking service, at the Bank's website and through the HSBC Online Banking service and in accordance with the terms and conditions of the Bank's framework contract for payment services.

4. BANK DISCLAIMER ON LIABILITY

Having regard to technological developments and the fact that the transmission of information using telecommunications / alternative networks is exposed to the risk of malicious interception ('phishing') or to the content and details of the Customer's instructions by third parties, the Bank shall bear no responsibility if, notwithstanding due diligence on its part and after having taken all reasonable measures in business practice, the confidentiality and the integrity of information relating to the Customer is infringed or if his instructions to the Bank are altered.

The Bank shall not be liable for any loss incurred by the Customer or third parties where the transaction is carried out by or with a third party who knew the information required to verify the Customer's identity, and in particular in cases where that third party was authorised by the Customer, or because of disclosure of the Customer's PBN or Phone Banking PIN.

The Bank shall be liable to the Customer where there are lawful grounds for liability only on the basis of fraud or gross negligence. The Bank's liability shall not, under any circumstances, include the restitution of indirect losses incurred.

The Customer acknowledges and accepts that the Bank shall make every reasonable effort to ensure proper and immediate customer service via its Phone Service Centre but shall not be liable in any way for any technical or other problem or issue which arises or may occur in relation to phone services, and consequently with the Phone Service Centre before or during any phone call made by the Customer to the Bank for which (problem or issue) only the telephone provider is responsible. The service may be temporarily unavailable for regular maintenance. Every effort will be made by the Bank to inform customers about this beforehand or, where this is not feasible, immediately after and using the most expedient means available.

5. DURATION – SUSPENSION AND TERMINATION OF THE USE OF / ACCESS TO THE SERVICE - TERMINATION

The duration of this contract is indefinite. The Customer shall be entitled to request termination of use of the service at any time either by sending notice in writing to the Service or to any Bank department. The Bank shall execute the Customer's access termination order on the same day, provided that the order is given during working hours.

Also, the Bank reserves its right to suspend or terminate the use of the service by the Customer and terminate this individual contract where at least one of the following reasons applies: (a) the service is used in an irregular manner by the Customer; (b) any of these terms or other obligations towards to the Bank or third parties are infringed; (c) the Customer becomes insolvent or untrustworthy or his credit rating is reduced; (d) for reasons related to transactions' safety (e) there are technical grounds which require the safeguarding of the Customer's and the Bank's interests and (f) termination of the general contractual relationship between the Customer and the Bank including the framework contract.

In any case, the service will only be suspended or terminated by the Bank after the Customer has been notified in writing. This notice will be sent to the latest mailing address provided to the Bank and will be effective thirty (30) days after it is given, except where a new PIN is sent for the reactivation of the service in accordance with the terms of this contract. All terms of the general provisions of Part I and Part VII of these Terms apply.

The Customer can be at all times informed in respect to the process of his personal data and information in accordance with the EU Regulation 2016/679 and the respective implementing

local law kept with the Bank, by the Privacy Notice of the Bank, as in force which is easily available at its public website and branches, as it explains what information are collected, how that information are used, with whom it will be shared, the circumstances when it is shared and what steps are taken to make sure it stays private and secure and the data subjects' rights and that in all cases the Privacy Notice should be read carefully.

PART V

SPECIAL TERMS FOR HSBC PREMIER CUSTOMERS

A. HSBC PREMIER SERVICES

- 1.1 The following Special HSBC Premier Terms ('the Premier Terms') govern the business relations between the Bank and the customer who meets the conditions set under term 1.2 below from time to time and is therefore a Premier Customer, as these business relations regard the provision of HSBC Premier services, as described and governed by the present terms. The remaining business relations between the Premier Customer and the Bank are governed by the Terms.
- 1.2 The Premier Terms supplement or modify the Terms and, being an integral part of the latter, are mutually agreed by the parties as substantial in their entirety; in case of inconsistency, the Premier Terms shall prevail for issues related to the Premier services.

The HSBC Premier services are provided to the Premier Customer who meets such conditions as the Bank may from time to time specify in its absolute discretion. The Bank reserves the right to modify these conditions at any time and shall inform the Premier Customer of such modification. In case of modification of these eligibility conditions for the Premier services, the Bank shall be entitled, upon notice in writing to the Premier Customer, to stop the provision of HSBC Premier service and to replace the Premier products and their special pricing with the corresponding products offered to the Bank's customers who do not meet the eligibility conditions for HSBC Premier services, otherwise the Bank may terminate the Premier Terms, discontinue the business relationship with the Premier Customer and claim the full repayment of all outstanding debit balances or amounts due to the Bank.

- 1.3 The Premier Customer hereby is aware of the required disclosure of his personal data to and processing by other companies of the HSBC Group within or outside the Union, so that the Premier Customer can enjoy and not to be deprived from the duly unified provision of HSBC Premier Service and certain services and privileges provided to Premier customers worldwide by the HSBC Group.

B. SPECIAL TERMS OF THE CONTRACT FOR THE ISSUANCE AND USE OF AN HSBC PREMIER MASTERCARD

1. The Bank agrees to provide the Premier Customer with an HSBC Premier MasterCard main credit card ('Main Card') upon his request or upon request by the Premier Customer's spouse and/or a first-degree relative of the Premier Customer which application constitutes integral part of this contract and the Terms such request to be countersigned by the Premier Customer. The Bank shall provide up to a maximum of two additional Premier MasterCard credit cards ('Additional Cards') in the name of the Premier Customer's spouse and/or first-degree relative respectively ('Additional Cardholder') in line with the following terms and conditions, in conjunction with terms of Section A of Part III of the Terms and Part VII of the Terms, as in force at the time, and subject to the corresponding approved credit limit, as this is set from time to time by the Bank at its own discretion for each Bank product and customer category with

any corresponding fees and surcharges or exemptions applicable to each customer category according to the Banks services and products price list in force at the time, which price list is available at the Bank's branches and website and through the HSBC Phone Banking and HSBC Online Banking services and according to the applicable from time to time standard European information for credit agreements in relation to the credit card agreement, which are provided and signed by the Customer and constitute integral part of this credit card agreement of Part A of Section III of the Terms and Part VII of the Terms and according to these specific terms.

2. The Premier Customer and the Additional Cardholder expressly and unreservedly state and accept that they acknowledge that they applied for this service after the Bank provided them with sufficient explanations so that each of them could assess that the special terms, the terms of contract for the issuance of a credit card under Part III of the Terms and Part VII of the Terms and this contract are compatible with his needs and financial status and that clarifications were provided to them, where required, on the information given to them before this contract was concluded and the main attributes of the contract and the effects that these may have for them were pointed out, including the consequences of being in arrears.
3. If the Premier Customer ceases to meet the conditions for the Premier service, as these are set by the Bank from time to time at its own discretion, then he must transfer the balance of the Main and Additional Card to another credit card's account also issued by the Bank, which card will be provided to him upon his request and as long as the corresponding conditions are met. If the Premier Customer refuses to carry out this balance transfer, he must return every Premier credit card (Main or Additional) and must also immediately repay the debt balance with the additional ground for termination being the non-compliance with the conditions for the provision of the Premier Service and with this term.
4. The Premier Customer and any Additional Cardholder, shall, using the Main and Additional Card respectively, be entitled to enter into transactions to pay the purchase price of goods and/or services on credit with all merchants displaying the MasterCard International logo who have an agreement with the MasterCard network, in Greece or abroad (hereinafter 'Merchants' or 'Merchant') in the context of good faith and his financial abilities. The Main and Additional Card are denominated in euro and the Premier Customer and any Additional Cardholder shall be obliged to settle the debt in euro. The Premier Customer and any Additional Cardholder may make payments or obtain cash advances in other currencies, depending on the country in which the transaction instruction originates, the merchant's nationality, etc. The same also applies to ATMs linked to MASTERCARD.
5. The Premier Customer and any Additional Cardholder shall also be obliged to destroy the notification slip and to promptly inform the Bank where there are suspicions that the Card PIN has been stolen or lost or misappropriated or has been disclosed or is not be used in an approved manner, only by contacting the Bank's Phone Banking service and only by talking with an agent of the Bank at the service, and not using the Interactive Voice Response (IVR) system on that service, by calling 800 11 72000 / +30 210 69 62 190 or any other number which may be notified to the Premier Customer. The Premier Customer must also state whether he wishes the PIN to be immediately replaced or not. Moreover, if the Premier Customer does not receive the Card PIN notification within 15 days from the date on which the Main or any Additional Card was issued or re-issued, he must promptly notify the Bank in writing or call Card Services on 801 11 72000 / + 30 210 69 62 070 or any other number notified to the Premier Customer. In all events, the Bank reserves the right to request that the Premier Customer provide written notification of the above.

6. Also, the Premier Customer and any Additional Cardholder must promptly inform the Bank at the Lost Cards Helpline by calling the Loss / Theft Reporting Service on 800 11 72000 / +30 210 69 62 190 or any other number notified to the Premier Customer, once they realise that the Main or any Additional Card or the corresponding Card PIN has been lost or misappropriated or stolen or is being used by an unauthorised person or in an unauthorised manner. In all events, the Bank reserves the right to request that the Premier Customer provide written notification of the above.
7. Transactions in a foreign currency entered into using the Main Card and/or any Additional Card shall be subject to charges which depend on the place where the transaction was executed and shall be applied within quantitative limits set from time to time by the banks whose ATMs are used. Any debt arising from such transactions in countries outside the eurozone shall be converted into euro at the exchange rate (sale price) which applies on the date on which the transaction was debited to the account in accordance with MASTERCARD procedures, and consequently the conversion date may not be the same as the transaction date. The Bank has no control over and is not liable for the time at which data is processed by MASTERCARD and such processing may involve expenses of intermediary credit institutions. The Bank may provide an indicative exchange rate cost on the transaction date if the Premier Customer contacts the Bank but in general that does not mean that it will be the cost which is actually calculated and applied since exchange rates change from the transaction date to the date on which the transaction is debited to the account. In addition to the charges, the Premier Customer may also be required to pay a transaction fee by a bank in the country where the transaction was processed. The Monthly Statement shall show the cost of said transactions in detail.
8. There is a charge for using the means of payment when the payment is carried out abroad and is not in euros, in which case currency conversion may be required. More specifically, the charges for transactions which take place outside the eurozone are converted to euro at the rate set by MasterCard International and any currency conversion charges incurred are added to them, which stand for credit at 4%.

For exchange rates coverage from the date of the transaction until the date of the settlement the Bank will keep a maximum 5% of the transaction value blocked, until the settlement date.

From April 19th, 2020 the Customer and the Additional Card Holder can find out how the cost to him/her of making card transactions within the EU (or EEA, if applicable), compares to the foreign exchange rate(s) issued by the European Central Bank by visiting www.hsbc.gr/cbpr

9. This credit card is offered with a free subscription for both the Main Card and the Additional Card unless otherwise determined in the Bank's price list.
10. Regarding the contractual interest: Where the entire amount owed is paid in full within the deadline specified in the Monthly Statement, that amount shall be subject to interest with the exception of cash advances (loans) where contractual interest shall be payable from the date of withdrawal. Where part of the amount owed is not paid within the deadline specified in the Monthly Statement, the total amount owed and any new transactions shall be subject to interest at a floating rate from the date on which the Bank paid for that transaction and the entry was made in its official books until the date on which the amount owed is paid in full. The floating rate shall be the interest rate used by the Bank for the specific category of loans and is defined in the standard European information for credit agreements in relation to the said credit card agreement which constitute an integral part of this agreement plus the Law 128/1975 levy (currently 0.6%). Each time the minimum supply rate for European Central Bank main

refinancing operations changes, the Bank may change its interest rate for the specific category of loans. The applicable interest rate from time to time shall be cited in the Monthly Statement. By way of exception, cash advances (loans) shall bear interest from the date of withdrawal and transfer of the balance shall be effective from the date on which the Bank made the transfer. It is agreed that any change in the interest rate shall be notified through the Bank's price list or by publishing a notice in the daily press and through the periodical notification to the Customer by including reference to this in the Monthly Statement. Compound interest issues are regulated by the relevant provisions of law and capitalisation shall take place every six months. Interest is calculated on the basis of a 365-day year.

The total Annual Percentage Rate of charge (APR) is the total cost of the loan for the Premier Customer expressed as an annual percentage of the total amount of the credit limit for the loan, which expresses on an annualised basis the equivalence between the total present value of the drawdowns and the total present value of repaid instalments and charges paid, and the present value of all future or current liabilities (loans, repayments and charges). The APR is calculated on the assumption that the credit agreement remains in force for the entire agreed term and that the Bank and Premier Customer and the Additional Cardholder discharge their obligations in accordance with the terms and conditions and on the dates which have been specified in the credit agreement. In the case of credit agreements which contain clauses which permit fluctuations in the borrowing rates, where appropriate, charges which form part of the APR but whose level cannot be precisely determined at the time the APR is calculated, shall be calculated on the assumption that the borrowing rate and other charges shall remain fixed in relation to the initial level and shall apply until the credit agreement expires. For such an agreement, the APR shall be calculated using the additional assumptions (c), (d) and (i) –the latter applying in the case of balance transfers– laid down in Part II of Annex I of Joint Ministerial Decision No. Z1-699/2010 (Government Gazette 917/B/23.6.2010); in other words, since the consumer is capable of freely choosing drawdowns but, of the various drawdown methods available, a restriction is imposed on the amount and time period, it shall be presumed that the amount of credit is drawn down on the first date specified in the credit agreement and that this is done in accordance with the drawdown limits specified. Moreover, if the repayment schedule is not specified it is accepted that credit is provided for a time period of one year and that the credit shall be repaid in 12 equal monthly instalments, and that if various interest rates and charges are offered in the case of a balance transfer for a limited time period, or amount, the interest rate and charge will be considered to be the highest for the entire duration of the credit agreement. The APR may be altered at any time where at least one of the cost factors changes (loan interest rate, Law 128/1975 levy, costs, insurance premiums, etc.). Since the card is used as a credit card, the total Annual Percentage Rate of charge (APR) is expressed as a percentage and corresponds solely and exclusively to assumptions made in the numerical example which the Premier Customer and Additional Cardholder were made aware of and which they accepted when signing the relevant application for, the payment services framework agreement and the General Terms and Conditions for Retail Banking Customers. The APR example for the Main and Additional Card is indicated in the applicable from time to time standard European information for credit agreements in relation to the said credit card and which constitute an integral part of this agreement. This stands for the APR example for the Gold main credit card.

Any change in the conditions stated in the example in relation to the amounts or frequency of payments or purchases of products and services related to the specific Premier Customer and/or any Additional Cardholder and/or additional card subscription fee shall, as a matter of course, increase or decrease the APR. The APR may be changed by the Bank if the cost factors comprising it change (interest rate, Law 128/1975 levy, subscription fee, minimum

payment percentage), in which case the Premier Customer shall be informed about the new APR in the Monthly Statement.

11. In addition to the payment methods mentioned in Section A of Part III of the Terms, the Premier Customer may pay the amounts billed in the Monthly Statements by calling the Premier Priority Line instead of the Phone Service Centre, provided that he is a subscriber.
12. Moreover, the Premier Customer may make cash withdrawals in the form of a loan from ATMs abroad and only from ATMs in Greece from an account linked with his credit card.
13. The Premier Customer and the Additional Premier Cardholder acknowledge and accept that these specific terms and the relevant application for issuance and use of Premier credit card form an indispensable part of the Terms, including the payment service framework contract, as in force at the time, and of the Bank's services price list, which also contain additional information about how payment transactions are entered into, the interest rate tables, the cut-off times for banking operations and the cut-off times for currency conversion purposes, as in force at the time, which the Customer and the Additional Cardholder has accepted; the Customer declares that he is aware that such terms are available at the Bank's branches, on the Bank's website and via the HSBC Phone Banking service (by speaking with an agent) and the HSBC Online Banking service.

C. POINTS SCHEME TO REWARD THE USE OF HSBC PREMIER MASTERCARD CREDIT CARDS – POINTS SCHEME FOR SOS VILLAGES or any other non-governmental institution

1. Description

The Bank offers the Premier Customer the option to participate in the “Points Scheme to reward the use of Premier Credit Cards” (hereinafter the ‘Scheme’), which the Premier Customer may participate in after applying in writing or via the HSBC Phone Banking Service (by speaking with an agent and not through the Interactive Voice Response System). Under this Scheme, the Bank offers the Premier Customer points (hereinafter the ‘Points’) as a reward for proper use of the Premier Card, in accordance with the specific terms and conditions set out herein (hereinafter ‘These Terms’). The Points accrue depending on the use of the Main and any Additional Premier Cards. More specifically, a purchase transaction worth one euro (€ 1.00) entered into using the HSBC Premier MasterCard credit card will be calculated as corresponding to one (1) Point. The Points calculated in that manner will be available at the Premier Customer's option in each case in any of the following ways:

- The Points may be converted into air miles (hereinafter ‘Qmiles’) and carried over to the Privilege Club scheme run by “Qatar Airways Q.C.S.C.” (hereinafter ‘Qatar Airways’). For the purpose of converting Points to Qmiles, it is necessary for the Premier Customer to join the Qatar Airways Privilege Club and become a member of the Privilege Club in accordance with the specific terms and conditions laid down by Qatar Airways which are set out on the website <http://www.qatarairways.com>. The conversion of Points to Qmiles shall be done at a ratio of 1 to 1, in other words, one (1) accrued Point shall correspond to and be converted to one (1) Qmile.
- By redeeming them and making them available for any charitable purpose as announced from time to time by the Bank. The redemption of points for use for charitable purposes shall be done at a ratio of 100 to 1, in other words, one hundred (100) accrued points shall correspond to and be converted to one euro (€ 1.00).

- By redeeming or converting the Points in any other manner offered by the Bank to the Premier Customer.

Points shall be offered by the Bank to the Premier Customer for any purchase entered into by him using the Main Card and/or any Additional Cards by debiting the cost of the purchase to the Premier Main Card and/or any Premier Additional Cards, at merchants bearing the MasterCard International logo which have contracted with the MasterCard network in Greece or abroad (hereinafter the 'transaction/s'). Points shall be made available exclusively for purchases; any all other transactions including cash advances or debits shall be precluded from the Scheme.

Points shall be provided by the Bank solely and exclusively to the holder of the Premier Main Card and the right to convert / redeem the accrued Points shall belong and shall be recognised as belonging solely to him.

The Bank shall be entitled to charge Scheme management costs arising from registration of the Premier Customer with the Scheme and may periodically revise such costs. The costs shall be notified to the Premier Customer by posting them in the Bank's fee schedule and/or in any other lawful manner which the latter may choose.

2. Calculation of Points

The Bank shall calculate the Points and they shall accrue on a monthly basis, depending on the number of transactions entered into by the Premier Customer, and the Points shall appear in the Monthly Statement. The Points arising from that number of transactions entered into not shown in the Monthly Statement shall be calculated when those transactions appear in the next Monthly Statement. Points for purchases made on credit in instalments shall be calculated and shall accrue for the value of each instalment which appears in the Monthly Statement and not for the entire amount of the transaction to which the individual instalments relate.

In the case of transactions entered into via any Premier Additional Card, the Points shall be calculated and shall accrue under these same Terms, and shall be added to the total Points for the Premier Main Card.

In the case where the sum of all individual Points which accrue does not result in an integer, that figure shall be rounded off to the closest integer. More specifically, fractional numbers from 0.01 to 0.49 shall be rounded down to the closest integer and fractional numbers from 0.50 to 0.99 shall be rounded up to the closest integer.

In the case where Points are calculated and/or presented in the Monthly Statement for a Premier Customer by mistake in a manner different from the one specified in These Terms, the Bank shall reject them and cancel them without any obligation to provide prior or subsequent notice. Where the erroneous Points specified above have been used the Bank shall cancel an equal number of Points from those Points acquired after the mistake is identified.

Use of the Points which are computed and which appear in the Monthly Statement by converting or redeeming them under the terms and conditions above shall automatically entail cancellation of those Points.

3.Provision of information – Availability

The Premier Customer shall be notified about the Points accruing from use of the Premier Main Card and/or any Premier Additional Card in the manner specified above in the Monthly Statement which

shall show in each case the total Points accruing for purchases made during the period covered by the Monthly Statement, having been booked and appearing in that statement.

Alternatively, the Premier Customer shall obtain notice about the Points made above using any other lawful means the Bank selects from time to time, or which is appropriate in the Bank's view. The Premier Customer accepts all information provided in such way as valid and effective.

In the case of the term above concerning the Qmiles which arise from conversion of the Points, the Points shall be available to the Premier Customer for redemption under the specific provisions laid down by Qatar Airways after the passage of 5 working days from the date on which they appear in the Monthly Statement.

4. Cancellation – Non-recognition – Transfer of Points

- In the case where any of the following events occur, the Bank shall cancel all Points which were calculated or appeared in the Monthly Statement up until the occurrence of the event and the Premier Customer shall have no claim for those Points and the Bank shall cease calculating such points thereafter:
- In the event of delay in paying any amount which is an interim payment or an amount specified as payable immediately in the Monthly Statement for the Premier Main Card, after a period of 30 days. Where the debts are paid, the Bank shall calculate new Points solely and exclusively for transactions entered into one working day after the date on which the Monthly Statement is issued showing that the Premier Customer has ceased to be in arrears. New Points shall not be added to the Points which had been calculated before the delay, since such Points have become invalid and ineffective.
- In the case of closure or cancellation of the Premier Card.
- In the case where the agreement for issuance and use of the HSBC Premier MasterCard Credit Card is rescinded.
- In any case where the Bank is entitled to rescind the HSBC Premier MasterCard agreement.
- In the case of the third indent of the first paragraphs of the term below entitled 'Other Terms'.

5. Theft – Loss/misappropriation of Card

In the event where the Premier Main Card and/or any HSBC Premier Additional Cards are lost or stolen, or misappropriated, where a similar Card is re-issued, the Points balance shall be transferred to the new Card subject to the proviso set out directly below.

In the case where the Premier Main Card and/or any Premier Additional Card which has been lost or stolen or misappropriated, is used unlawfully, the Points corresponding to the transactions entered into due to such unlawful use shall not be recognised where the Premier Customer is released from liability for those transactions.

6. Terms and Conditions for converting Points to Qmiles

In order to convert Points to air miles (Qmiles) and to transfer them to the Qatar Airways Privilege Club scheme the Premier Customer must voluntarily, acting of his own initiative, opt to enter into agreement with Qatar Airways and to establish a specific and separate contractual relationship compared to his relationship with the Bank

The Premier Customer's decision to enter into agreement with Qatar Airways shall lie at his exclusive discretion and shall exclusively be a matter of his own choice. The Bank shall have no involvement in the relationship between the Premier Customer and Qatar Airways and shall bear no liability for the legitimacy, suitability, or binding effect or results from applying the terms and conditions laid down by the latter for membership of the Qatar Airways Privilege Club scheme and in general for any matter relating to such relationship, such as proper provision of services by Qatar Airways to the Premier Customer.

In light of the above, the Bank shall bear no liability for any refusal, omission or delay on the part of Qatar Airways in redeeming the Points and/or for any real or legal defect which may exist or arise in the future relating to the redemption of such Points by it.

7. SOS VILLAGES or any other non-governmental institution

The Premier Customer (and not the Additional Premier Cardholder) may, by notifying the Bank, in relation to his/her choice for the points in favour of the SOS Villages or any other institution the Bank may choose based on the use of the main Premier credit card and the additional Premier credit cards as follows: 100 Euros = 1 point and 100 points = 1 Euro. The Premier Customer declares and accepts that he/she may choose between the two schemes of the Bank.

8. Personal Data

The Premier Customer and the Premier Additional Cardholder can be at all times informed in respect to the process of his personal data and information in accordance with the EU Regulation 2016/679 and the respective implementing local law kept with the Bank, by the Privacy Notice of the Bank, as in force which is easily available at its public website and branches, as it explains what information are collected, how that information are used, with whom it will be shared, the circumstances when it is shared and what steps are taken to make sure it stays private and secure and the data subjects' rights and that in all cases the Privacy Notice should be read carefully.

The Premier Customer and the Premier Additional Cardholder acknowledges that in order to give effect to the Premier Customer's choice to convert Points to Qmiles via the specific partnership with Qatar Airways and/or to redeem Points and make them available for some charitable purpose under the other specific Terms and conditions hereof, it is necessary for his personal data to be sent by the Bank to Qatar Airways to be processed, and/or to be sent to any charitable institutions or organisations he chooses and to which the points arising from redemption of the Points is to be made available.

9. Other Terms

The Bank shall be entitled at any time, without giving prior notice to the Premier Customer, to amend and/or repeal in whole or in part, at its exclusive and unfettered discretion, any of the terms and conditions of the Reward Scheme. Points acquired before any such amendment of those terms shall be governed by the new terms, as they stand after their amendment / repeal, irrespective of the time at which the points were acquired. Likewise, Points acquired before the rescission of these terms, where not redeemed / converted before the rescission, shall become invalid and ineffective, and the Premier Customer shall have no claim for redemption or conversion of those Points.

The Bank shall bear no liability to the Premier Customer in the case of redemption of the Points by any unauthorised person.

These terms of the Reward Scheme shall not give rise to any claim or demand by the Premier Customer against the Bank apart from the claim to redeem Points in the manner specified in these terms, for such time as the scheme is in effect or the Premier Customer is a member of the scheme. Likewise, any repeal of these terms in the future shall not give rise to any claim by the Premier Customer for any cancellation of a right of expectation on his part.

The Bank's failure or inactivity in exercising any right deriving from these terms shall not be taken as a waiver of that right. The Bank shall be entitled to exercise any such right at any time, in whole or in part, at its exclusive discretion.

All other terms agreed which relate to the issuance and use of the Main and/or any Additional Premier MasterCard shall continue to remain in full effect and shall be applied to these terms where not amended by them.

When an application is submitted to the Bank for membership of the Scheme, the Premier Customer shall fully accept without any reservation, conditions or restrictions, the application of all these terms and conditions.

D. SPECIAL TERMS OF THE OVERDRAFT FACILITY CONTRACT for Premier

Without prejudice of the provision mentioned that these terms apply for already provided overdraft limits, It is hereby agreed that the terms of the overdraft facility contract of Section B of Part III of the Terms also apply to Premier Customers, subject to the corresponding approved overdraft limit, as this is set by the Bank from time to time at its own discretion for Premier Customers and without prejudice to any corresponding fees and surcharges or exemptions applicable to Premier Customers according to the Bank's services and products price list applicable at the time, as this price list is available at the Bank's branches and website and through the HSBC Phone Banking service (by speaking with an agent and not through the Interactive Voice Response System) and the HSBC Online Banking service, and also according to the following special terms on APR and the APR example as indicated in the applicable from time standard European information for credit agreements in relation to the said overdraft agreement, and all above always as an integral part of the terms and data of the relevant application of the Premier Customer and terms and conditions of the overdraft facility contract of Section B of Part III of the Terms and of the Bank's framework contract for payment services of Part VII of the Terms, as in force at the time.

PART VI

SPECIAL TERMS OF THE HSBC ADVANCE SERVICE WITH REGARD TO THE REWARD SCHEME OF SECTION C OF PART V OF THE TERMS FOR THE USE OF VISA GOLD ADVANCE CREDIT CARDS

Regarding the VISA GOLD credit card, which is also provided to Advance customers, as these are selected after applying and after accepting the terms and conditions of the HSBC Advance service, the terms of the contract for the issuance and use of a VISA credit card (Section A of Part III of the Terms) apply, however without prejudice of the corresponding approved credit limit, as this is set by the Bank from time to time at its own discretion for Advance Customers and any corresponding fees and surcharges or exemptions according to the Bank's services and products price list applicable at the time, as this price list is available at the Bank's branches and website and through the HSBC Phone Banking service (by speaking with an agent and not through the Interactive Voice Response System) and the HSBC Online Banking service, and with the additional benefit of the Points Scheme to Reward the Use of VISA GOLD ADVANCE Credit Cards, the terms of which are laid out in Section

C of Part V of the Terms for Advance customers, with the difference that all references to Premier customers will mean and apply to Advance customers.

The Customer, since becoming an Advance customer and at the same time a holder of a VISA GOLD ADVANCE Main Card, and every VISA GOLD ADVANCE Additional Cardholder expressly and unreservedly agree and accept that the previous paragraph is more specific and supplementary to the terms of the contract for the issuance and use of a VISA (Classic or Gold) credit card laid out in Section A of Part III of the Terms and has supplementary effect, with all other matters being governed by the terms and agreements of Section of Part III and of Part VII of the Terms.

PART VII

FRAMEWORK CONTRACT FOR PAYMENT SERVICES (FRAMEWORK CONTRACT)

The following terms of this framework contract for payment services (as defined below) shall govern the payment services (as defined below) which are rendered in Greece and payment transactions to and from payment accounts (as defined below) between the Bank's branches and the Customer (as defined below), including Premier and Advance customers in their capacity as payment service users (as defined below), which are provided when both the payer's payment service provider (as defined below) and the payee's payment service provider (as defined below) or the sole payment service provider are/is established within the Union (EU) and/or the European Economic Area (EEA) and the currency of the payment transaction is in currency of an EU and/or EEA Member State, with respect to those parts of the payment transaction which are carried out in Greece.

These terms shall also apply, to an extent, to payment services which are rendered in Greece and payment transactions to and from payment accounts between the Bank's branches and the Customer, including Premier and Advance customers in their capacity as payment service users, to and from payment accounts, which are made in a non-EU/EEA Member State currency, where both the payer's payment service provider and the payee's payment services provider or the sole payment services provider are/is established within the EEA, with respect to those parts of the payment transactions taking place in Greece. In the latter context, the provisions of these Terms regarding the information obligations of payment service providers as to the maximum execution deadline within which payment services should be provided or within which an individual payment transaction should be executed, the obligations of payment service providers as to the amounts transferred and/or the amounts received, refusal of payment instructions, maximum time for execution of payment instructions and payment transactions to payment accounts, the treatment of cases whereby the payee does not keep a payment account with the payment service provider or whereby cash is placed on a payment account (as also referred to in Article 2 (3) of Law 4537/2018) shall not apply.

These terms shall also apply to payment services and payment transactions to and from payment accounts between the Bank's branches and the Customer, including Premier and Advance customers in their capacity as payment services users, to and from payment accounts, which are made in any currencies where only the sole payment service provider involved in the payment transaction is located within the EEA, with respect to those parts of the payment transaction taking place in Greece. In the latter context, the Terms relating to the information obligation of payment service providers as to the maximum execution deadline within which payment services should be provided or within which an individual payment transaction should be executed as well as the conditions for refunds of amounts for payment transactions initiated by or other the payee, the applicable charges in the sense of application of SHARE principle to payment transactions made within EU/EEA Member States and the non-entitlement of the payee to imposition of any charges which may be imposed on the use of any payment instrument, to the applicable deadline for crediting

the payee's payment account time at which payment instructions are received, the refunds of amounts for payment transactions initiated by or through the payee and the submission of relevant refund requests, the obligations of payment service providers as to the amounts transferred and the amounts receipt of amounts, the deadline for crediting the payee's payment account/credit value date, the liability for non-execution, improper or late execution of payment transactions, liability in case of payment initiation services for non-execution, defective or late execution of payment transactions, and recourse rights between payment service providers and correspondents (as also referred to in Article 2 (4) of Law 4537/2018) shall not apply.

The scope of law 4537/2018 will apply to:

- (a) Payment services rendered in Greece.
- (b) Articles 38-101 of law 4537/2018 relating to transparency conditions and information requirements for payment services as well as rights and obligations in relation to the requirements for payment services shall apply to payment transactions in the currency of an EU/EEA Member State, where both the payer's payment service provider and the payee's payment service provider, or the sole payment service provider in the payment transaction is located within an EU and/or EEA Member State, with respect to those parts of the payment transaction which are carried out in Greece.
- (c) Articles 38-101 of law 4537/2018 relating to transparency conditions and information requirements for payment services as well as rights and obligations in relation to the requirements for payment services shall, also, apply to payment transactions in any currency that is not the currency of an EU and/or an EEA Member State, where the payer's payment service provider and the payee's payment service provider are, or the sole payment service provider for the payment transaction at issue is located within the EEA, with respect to those parts of the payment transaction which are carried out in Greece. Pursuant to article 2(3) of law 4537/2018, the following articles of the law 4537/2018 will not apply in this context: articles 45(1)(β), 52(2)(ε), 56(α) (relating to the information obligation of payment service providers as to the maximum execution time for the payment service(s) to be provided or the maximum execution time of an individual payment transaction under the framework contract initiated by the payer) and articles 81 to 85 of law 4537/2018 (relating to the obligations of payment service providers as to the amounts transferred and the amounts received, the treatment of cases in terms of execution time and value date, relating to payment transactions to a payment account, absence of payee's payment account with the payment service provider or cash placed on a payment account).
- (c) Articles 38-101 of law 4537/2018 relating to transparency conditions and information requirements for payment services as well as rights and obligations in relation to the requirements for payment services shall, also, apply to payment transactions in any currency, where only one of the payment service providers of either the payer or the payee is located within the EEA, with respect to those parts of the payment transaction which are carried out in Greece. The following articles of law 4537/2018 will not apply in this context: articles 45(1)(β), 52(2)(ε), 52(5)(ζ) and 56(α) (relating to information obligation of payment service providers as to the maximum execution time for the payment service(s) to be provided or the conditions for refunds for payment transactions initiated by or through the payee and relevant refund requests, or the maximum execution time of an individual payment transaction under the framework contract initiated by a payer), article 62 (2) and (4) (relating to applicable charges in the sense of the application of SHARE principle to payment transactions made within EU/EEA Member States and the non-entitlement of the payee to request and/or to impose any charges on the use of any payment instrument), articles 76 and 77 (relating to refunds for payment transactions initiated by or through a payee and the

submission of relevant refund requests), article 81 (relating to obligations of payment service providers as to the amounts transferred and the amounts received), article 83(1) (relating to the maximum execution time for crediting the payee's payment account in case of payment transactions to payment accounts), articles 88 and 91 (relating to the liability for non-execution, defective or late execution of payment transactions and right of recourse against other payment service providers and/or intermediaries/ correspondents, where liability is attributable to such other payment services or intermediaries/correspondents).

These terms shall apply, in any case, in conjunction with the General Terms and Conditions for Individuals and/or terms of any individual banking contracts for payment instruments as in force from time to time, and they form an indispensable part thereof, irrespective of whether they are included/embodied in these terms (as today) or are provided separately, however with those being an integral part of the present terms. For the avoidance of doubt, these terms shall apply to payment services rendered to a Customer which is either an individual or a micro-enterprise (as defined below).

In addition within the framework of law 4465/2017 as in force and in compliance with the relevant regulatory technical standards adopted by the European Committee on standardized terminology for the most representative services linked to a payment account the following terms and definition are set hereunder for which a fee information document and statement of fees are to be issued after October 2018 quarterly;

Maintaining the account - The account provider operates the account for use by the Customer.-

- Any reference to the Terms and the framework contract for payment services and in any separate banking agreement as well as in applications and informative material at any channel of communication and notification to 'keeping an account – holding an account will mean maintaining an account in accordance with the aforementioned definition

Providing a debit card - The account provider provides a payment card linked to the Customer's account. The amount of each transaction made using the card is taken directly and in full from the Customer's account

- Any reference to the Terms and the framework contract for payment services and in any separate banking agreement as well as in applications and informative material at any channel of communication and notification to provision of a debit card will mean providing a debit card in accordance with the aforementioned definition

Providing a credit card - The account provider provides a payment card linked to the Customer's payment account. The total amount of the transactions made using the card during an agreed period is taken either in full or in part from the customer's payment account on an agreed date. A credit agreement between the provider and the Customer determines whether interest will be charged to the Customer for the borrowing.

- Any reference to the Terms and the framework contract for payment services and in any separate banking agreement as well as in applications and informative material at any channel of communication and notification to provision of a credit card will mean providing a credit card in accordance with the aforementioned definition

Overdraft - The account provider and the Customer agree in advance that the Customer may borrow money when there is no money left in the account. The agreement determines a maximum amount that can be borrowed, and whether fees and interest will be charged to the Customer

- Any reference to the Terms and the framework contract for payment services and in any separate banking agreement as well as in applications and informative material at any channel of communication and notification to permitted or approved overdraft will mean overdraft in accordance with the aforementioned definition

Credit transfer - The account provider transfers money, on the instruction of the Customer, from the Customer's account to another account.

- Any reference to the Terms and the framework contract for payment services and in any separate banking agreement as well as in applications and informative material at any channel of communication and notification to 'Remittance (with the exception of those cases where indeed a credit transfer without existence of payment account on exceptional cases provided for and imposed by legislation and for specific permitted purpose) incoming & outgoing 'credit transfer' – 'Movement of funds' – transfer of funds – transfer of money – wire transfer – telegraphic transfer will mean credit transfer in accordance with the aforementioned definition

Standing order - The account provider makes regular transfers, on the instruction of the Customer, of a fixed amount of money from the Customer's account to another account.

- Any reference to the Terms and the framework contract for payment services and in any separate banking agreement as well as in applications and informative material at any channel of communication and notification to Recurring order - Standing order - Repeated orders (based on time or amount) - Post execution /future orders - telegraphic transfer (NEK to define) - bill payments (when executed with no Direct Debit) will mean standing order in accordance with the aforementioned definition

Direct debit - The Customer permits someone else (recipient) to instruct the account provider to transfer money from the Customer's account to that recipient. The account provider then transfers money to the recipient on a date or dates agreed by the Customer and the recipient. The amount may vary.

- Any reference to the Terms and the framework contract for payment services and in any separate banking agreement as well as in applications and informative material at any channel of communication and notification to Bill payments via direct debit process - direct debit will mean Direct debit in accordance with the aforementioned definition

Cash withdrawal - The Customer takes cash out of the Customer's account.

- Any reference to the Terms and the framework contract for payment services and in any separate banking agreement as well as in applications and informative material at any channel of communication and notification to Cash withdrawal – ATM cash withdrawal – ATM Withdrawal – cashier /in branch withdrawal - withdrawal (with the exception of the case of issuance of cheque) will mean cash withdrawal in accordance with the aforementioned definition

The Customer, in his capacity as a payment service user, states that he is aware that HSBC France is a subsidiary of HSBC Holdings plc. HSBC France is incorporated under the laws of France as a société anonyme (SIREN number 775 670 284 RCS Paris), having its registered office at 103, avenue des Champs-Élysées, 75008 Paris, France.

HSBC France is based in Paris and supervised by the European Central Bank (ECB), as part of the Single Supervisory Mechanism (SSM), the French Prudential Supervisory and Resolution Authority

(l'Autorité de Contrôle Prudentiel et de Résolution 61 rue Taitbout, 75436 Paris) (ACPR) as the French National Competent Authority and the French Financial Markets Authority (l'Autorité des Marchés Financiers (AMF) for the activities carried out over financial instruments or in financial markets. Further, HSBC France is registered as an insurance broker with the French Organisation for the Registration of financial intermediaries (Organisme pour le Registre unique des Intermédiaires en Assurance, banque et finance – www.orias.fr) under nr.07005894.

For more information about HSBC France please visit the HSBC France website at www.hsbc.fr.

HSBC France is lawfully established in Greece as a branch, duly registered with the General Commercial Registry (GEMI), with registered office at 109-111 Messoghion Ave., Athens. HSBC France, Greek branch is authorized by the ECB, the ACPR and the Bank of Greece; its banking activities in Greece are further subject to limited supervision by the Bank of Greece (21 Eleftheriou Venizelou, Athens) and the Hellenic Capital Market Commission (1 Kolokotroni, Athens) exclusively with regard to the issues provided for by the applicable legislation. BIC/SWIFT number MIDLGRAA and the website www.hsbc.gr are used by the Greek branch of HSBC France.

It is agreed that, for the purposes of this framework contract for payment services to customers, as these are described below, and payment transactions to and from the payment accounts held by its Customers, the Bank shall be referred to as a payment service provider and as an account servicing payment service provider (as the case may be) and the Customer shall be referred to as a payment service user, in his capacity of as either a payer or a payee of payment services or in both capacities (as the case may be).

Definitions for the purposes of this framework contract:

“Customer”: the individual and/or micro-enterprise who is the contractual party of the Bank to this framework contract and to whom payment services are rendered by the Bank pursuant to the terms of this framework contract.

“micro-enterprise”: an enterprise that, at the time of execution of the framework contract, qualifies as a micro-enterprise within the meaning of article 2 (9) of Law 2251/1994 in conjunction with article 2 par. 2 of Law 4308/2014, as amended and currently in force, namely an enterprise that, at the time of execution of the framework contract meets at least two of the following criteria: (a) it has a total asset value of maximum €350,000; (b) its net turnover does not exceed the amount of €700,000; and (c) it do not employ more than 10 employees.

“account servicing payment service provider”: a service provider providing and maintaining a payment account for a payer.

“Framework Contract”: the payment services contract which governs the future execution of individual and successive payment transactions, which may contain the obligation and the conditions for setting up/opening a payment account and which may be incorporated into the Bank's transaction terms or provided separately, always including the documents, application forms, instructions, guidelines and terms and conditions for all service channels, the services price lists, cut-off time tables, currency conversion cut-off time tables for payment transactions and any other document relating to the terms of the framework contract for payment services, which form an indispensable part of the framework contract as amended from time to time. It is reiterated that this framework contract for payment services forms an indispensable part of the General Terms and Conditions for Individuals and of the individual banking contracts for payment instruments, as in force at the time.

'funds': banknotes and coins, scriptural or electronic money as defined in Article 10(1) of Law 4021/2011.

"Payment Transaction": an act initiated by a payer or on his behalf or by the payee of placing, transferring or withdrawing funds, irrespective of any underlying obligation between the payer and payee.

"Payer": the person who has a payment account and allows payment instructions to be given from that account or, where no payment account exists, the person who gives a payment instruction the latter exclusively only for those cases imposed by specific legislation and for specifically permitted purpose

"Payee": the person who is the end recipient of cash amounts which are the subject of a payment transaction.

"Payment Services Provider": a person authorized to provide payment services, including the Bank.

"payment service user": the Customer as a person making use of a payment service in the capacity of payer, payee, or in both capacities.

"payment service provider issuing card-based payment instruments": a payment service provider performing business activities in the form of execution of payment transactions through a payment card or a similar device, the execution of payment transactions through a payment card or a similar device, and issuing of payment instruments and/or acquiring of payment transactions.

"payment initiation service provider" (or "PISP"): a payment service provider (other than the Bank), pursuing business activities in the form of payment initiation services.

"account information service provider" (or "AISP"): a payment service provider (other than the Bank), pursuing business activities in the form of account information services.

"third party provider" or "TPP": a payment initiation service provider (PISP) or an account information service provider (AISP), explicitly instructed by the Customer to provide payment initiation services and/or account information services (as the case may be).

"payment initiation service": a service to initiate a payment order at the request of the payment service user with respect to a payment account held at another payment service provider.

"account information service": an online service to provide consolidated information on one or more payment accounts held by the payment service user either with another payment service provider or with more than one payment service providers.

"Payment Account": the account held in the name of one or more payment service users and used for the execution of payment transactions.

"Payment Order": any instruction by the payer or payee to his payment service provider requesting the execution of a payment transaction in general and in general the expression of authorisation given by the payer to the payee and (directly or indirectly via the payee) to the payer's payment service provider to allow the payee to initiate a collection for debiting the payers specified payment account and to allow the payer's payment service provider to comply with the instructions

.

“Money Remittance”: a payment service where funds are received from a payer without any payment accounts being created in name of the payer or the payee, for the sole purpose of transferring an equivalent amount to a payee or to another payment service provider acting on behalf of the payee, and/or where such funds are received on behalf of the payee and are made available to the payee.

“national payment transactions a payment transaction initiated by a payer or on his behalf or by a payee, where the payer’s payment service provider and the payee’s payment service provider is located in the same member state

“cross boarder payment transaction” a payment transaction initiated by a payer or on its behalf or a payee, where the payer’s payment service provider and the payee’s payment service provider is located in different member states.

‘credit transfer’: a national or cross-border payment service for crediting a payee's payment account with a payment transaction or a series of payment transactions from a payer's payment account by the payment service provider which holds the payer's payment account, based on an instruction given by the payer.

“Direct Debit”: the payment service for debiting a payer's payment account, where a payment transaction is initiated by the payee on the basis of consent given by the payer to the payee, the payee's payment service provider or the payer's own payment service provider;

“SEPA Direct Debit”: a direct debit which is subject to the SEPA Direct Debit Core Rulebook which have been issued by the European Payments Council in accordance with which payments are executed in euro to and from an account with SEPA as applicable from time to time and according to the applicable from time to time technical and business requirements

“SEPA Credit transfer” the credit transfer which is governed by the SEPA Credit Transfer Rulebook issued by the European Payments Council, as applicable from time to time and according to the applicable from time to time technical and business requirements of the Regulation 260/2012 as applicable

“SEPA Direct Debit (SDD) Core Scheme”: the core direct debit scheme as described by the European Payments Council and especially by the SEPA Direct Debit Rulebook as applicable from time to time

“SEPA Direct Debit Rulebook”: the document entitled SEPA Direct Debit Rulebook was amended and in force from time to time which lays down the rules which credit institutions wishing to participate in the SDD Core Scheme must comply with and which is available on the European Payments Council website (or the Greek website or the Bank’s website) or in hard copy upon request.

“SEPA Direct Debit Transactions”: direct debit transactions to an undertaking or organisation or third party by debiting the Customer’s account, where such transactions can differ in each case in terms of amount or date. Each individual payment shall be initiated by the undertaking, organisation or third party. Expressions defined in the Sepa Direct Debit Rulebook shall have the same meaning in this contract.

“Value Date”: a reference time used by a payment service provider for the calculation of interest on the funds debited from or credited to a payment account;

“Reference Exchange Rate”: the exchange rate which is used as the basis for calculating each currency exchange, and which is made available from the payment service provider or comes from a publicly available source.

“Authentication”: the procedure which allows the paying service provider to verify the identity of a payment service user or the validity of the use of a specific payment instrument, including the use of the user’s personalised security credentials

“strong customer authentication”: an authentication based on the use of two or more elements categorized as knowledge (something only the user knows, e.g. a password or PIN code), possession (something only the user possesses, e.g. a card, a mobile phone or a token device) and inherence (something the user is/inherent to the user, such as biometrics, e.g. a fingerprint or iris scan) that are independent of each other, in that the breach of the one does not compromise the reliability of the others, and is designed in such a way as to protect the confidentiality of the authentication data.

“personalised security credentials”: personalised features provided by the payment service provider to a payment service user for the purpose of authentication.

“sensitive payment data”: data, including personalised security credentials, which can be used to carry out fraud. For the avoidance of doubt, for the activities of payment initiation service providers and account information service providers, the name of the account owner and the account number do not constitute sensitive payment data.

“Reference Interest Rate”: the interest rate which is used as the basis for calculation of interest, from a source available to the public or which can be verified by both parties to the contract for the provision of payment services.

“Unique Identifier”: a combination of letters, numbers or symbols specified to the payment service user by the payment service provider, and to be provided by the payment service user to identify unambiguously another payment service user and/or the payment account of that payment service user for a payment transaction;

“Payment Instrument”: a personalised device(s) and/or set of procedures agreed between the payment service user and the payment service provider and used by the payment service user to initiate a payment order;

“Durable Medium”: any instrument which enables the payment service user to store information addressed personally to that payment service user in a way accessible for future reference for a period of time adequate to the purposes of the information and which allows the unchanged reproduction of the information stored.

“Working Day”: a day on which the relevant payment service provider of the payer or of the payee involved in the execution of a payment transaction is open for business as required for the execution of a payment transaction and the days on which the TARGET 2 system is operational (for euro-denominated transactions) as business days are defined by the Bank of Greece and the European Central Bank, in conjunction with the cut-off times per service channel and transaction type and the currency conversion cut-off times, which are available in branches, on the Bank’s website and through the HSBC Phone Banking and HSBC Online Banking services. With regard to alternative payment services channels, i.e. the Bank’s ATMs in Greece and abroad and the ATMs of banks collaborating with the Bank’s, it relates to the operations cut-off time for banking transactions through HSBC Phone Banking (09:00 – 16:00, on working days Monday to Friday) and HSBC Online Banking (from approximately 10.00 to approximately 22.00 of the same day).

I. TRANSPARENCY OF TERMS AND INFORMATION REQUIREMENTS THAT GOVERN PAYMENT SERVICES

1. Prior provision of general information about payment transactions covered by the framework contract:

The Bank as payment service provider provides to the Customer as payment service user free of charge with information and with the terms relating to payment transactions in hard copy or other durable medium in the Greek language or in the English language at the payment service user's demand, in due time before the payment service user is bound by the framework contract or offer, at branches, via the HSBC Online Banking service on the Bank's website or the HSBC Phone Banking service. The Customer acknowledges that the Company's information obligations are met with the provision of a copy of the draft agreement including the required information and terms. The Greek text of the payment services framework contract is the only binding one and any foreign translation/rendering serves only the purpose of facilitation.

2. INFORMATION AND TERMS OF THE FRAMEWORK CONTRACT

2.1 Payment Service Provider

In all events, the Customer as payment service user acknowledges and accepts that he is aware of the name of the Bank as provider of the payment services, the address of its central offices and branch addresses in Greece, the address of its central management as well as the particulars of the communication with the Bank as payment service provider, as well as the particulars of the competent supervisory authority, as mentioned above.

2.2 Use of Payment Services

Main features of payment services and information – unique identifier

The Bank as payment service provider hereby informs the Customer that it provides the following payment services from the ones referred to under Article 4 (3) of law 4537/2018 and in accordance with article 103 law 4537/2018 which amended law 4261/2014, accordingly through the following payment service channels which are available today:

1. Services enabling the placement of cash in a payment account in-branch, using the ATMs of the Bank or other banks which collaborate with the Bank where the payment instruments are a cash card and/or credit card issued by the Bank, as well as all the other operations required for operating a payment account.
2. Services enabling the withdrawal of cash from a payment account in-branch, using the ATMs of the Bank or other banks which collaborate with the Bank where the payment instruments are a cash card and/or credit card issued by the Bank, as well as all the other operations required for operating a payment account.
3. The execution of payment transactions including transfers of funds, to a payment account maintained with the payment service provider of the user or with another payment service provider in-branch, using the ATMs of the Bank or other banks which collaborate with the Bank where the payment instruments are a cash card and/or credit card issued by the Bank, using the HSBC Phone Banking service or using the HSBC Online Banking service, utilising the relevant payment instrument/unique identifier, and specifically to:
 - execution of direct debits, including one-off direct debits,
 - execution of payment transactions through a payment card or a similar medium,
 - execution of credit transfers, including standing orders.

4. Execution of payment transactions, where the funds are covered by exposure /credit line for the payment service user, in-branch, using the HSBC Phone Banking service, the HSBC Online Banking service, using the relevant payment instrument, provided they are subscribers to those services and specifically:
 - execution of direct debits, including one-off direct debits,
 - execution of payment transactions through a payment card or a similar medium,
 - execution of credit transfers, including standing orders.
5. SEPA payments in-branch and/or using any alternative network enabling such possibility.
6. SWIFT payments
7. Issuing and/or acquiring of payment instruments.
8. Money Remittance service in-branch or using any alternative network that enables such possibility exclusively and only for those cases imposed by specific legislation and for specifically permitted purpose.

Payment orders shall be given using a Bank form or in writing, in another format which contains all information required to execute the payment transaction, lawfully signed or in accordance with the usage rules for each payment instrument.

The Bank may enter into SEPA Direct Debit transactions provided they are in accordance with the SEPA Direct Debit Rulebook and provided the payer has filled out the SEPA Direct Debit authorisation form for the payee (enterprise, organisation or third party). The SEPA Direct Debit authorisation form must be in writing. In all events, the relevant authorisation may be withdrawn by the Customer at any time by notifying the Bank before the end of the day on which the payment is due. Moreover, the Customer must inform the payee's payment service provider about withdrawal of the SEPA Direct Debit Authorisation.

The Customer acknowledges and accepts that he will comply with the terms and conditions of each SEPA Direct Debit Authorisation which has been agreed with the payee's bank, shall be entitled to have funds returned only within the relevant times specified in the SEPA Direct Debit Rulebook, shall resolve any disputed transaction directly with the payee's bank and accepts that the obligations of the payer's bank (debtor bank) and the payee's bank in accordance with the Scheme are not subject to claims or rights of appeal in accordance with the contract or other agreement between the debtor and the payee. The provisions of this term shall also apply to the Bank's special or universal beneficiaries. The Customer acknowledges that the Bank shall ensure that it complies with the provisions on the transfer of the Customer's account to another debtor bank as specified in the SEPA Direct Debit Rulebook and shall provide the Customer with the necessary information about the rights and obligations of the debtor, the debtor bank and the payee's bank in relation to any SEPA Direct Debit before the debtor's account is debited, in accordance with the relevant provisions of the Rulebook.

Moreover, the Bank shall also provide direct debit services on the basis of instructions which the user shall provide to the Bank with obligations and rights similar to those which apply to SEPA Direct Debits, in accordance with the above.

The SEPA Core Direct Debit allows direct debit transactions for the entire SEPA. The Customer may give direct debit instructions for any of the accounts held in euro. The Customer may at any time declare to the Bank that he does not allow SEPA direct debit transactions from his accounts. The Customer must comply with the terms of his instructions and resolve any difference that arises

related to any payment directly with the other party of the instruction. The terms agreed in the Customer's instructions do not affect the Bank's obligations in the framework of the SEPA Direct Debit Scheme. Information on the operation of the SEPA Direct Debit Scheme and the Customer's rights and obligations and the Bank's based on the SEPA Direct Debit Scheme, as laid down in the SEPA Direct Debits CORE & B2B schemes – Debtor Information Document, is available on the following website: www.hsbc.gr/sepa.

The information which the payment service user must provide to the payment service provider in order to correctly execute payment instructions/transactions is the following: the amount and currency of the payment transaction, the correct and accurate particulars of the payee bank, the BIC/SWIFT for the payee's bank, the international bank account number (IBAN), the name and address of the payee and his IBAN, or any information which may be requested by the Bank. Moreover, where bills are paid, the date on which the account is to be debited for the payment transaction must be provided as the value date, as well as any reference to payment other than reference to the payer/payee. In the case of direct debits where the Bank is the debtor bank, after the direct debit order is first received in which the Bank has provided the authorisation particulars, the Bank may execute the order without providing the necessary particulars of the payment service provider, but reserves the right, at all times, to request that information in order to execute the instruction. In the case of standing orders the user must specify the account debit date and in addition to the payee's particulars the user must also specify the frequency and duration of payment, the amount and anything which specifically identifies the payment. The IBAN and BIC/SWIFT can be found on payment account statements. In order to obtain the IBAN and BIC/SWIFT of the payee, the Customer must contact the payee from which that information is available.

The Customer as payment service user already acknowledges and agrees that if a payment order is to be executed in accordance with a unique identifier per channel rendering payment services he provides his consent to this aim and the payment order shall be deemed to have been executed correctly with regard to the payee specified by the unique identifier, subject to and in compliance with any applicable strong customer authentication procedure of the Bank as this Section hereof.

The Customer accepts and acknowledges that, if the unique identifier provided by the Customer as payment service user is incorrect, the Bank as payment service provider shall not be liable for non-execution or defective execution of the payment transaction.

However, the payer's payment service provider shall make reasonable efforts to recover the funds involved in the payment transaction; the payee's payment service provider shall cooperate in those efforts also by communicating to the payer's payment service provider all relevant information for the collection of funds communicated either by phone or directly with the corresponding transaction in his statement.

In the event that a collection of funds is not possible, the payer's payment service provider shall provide to the payer, upon written request, all information available to the payer's payment service provider and relevant to the payer in order for the payer to file a legal claim to recover the funds.

It is agreed that the Bank as payment service provider may charge the Customer as payment service user for recovery of monies in such context.

If the Customer as payment service user provides information in addition to the information or the unique identifier determined or made available by the Bank as payment service provider for the correct initiation or execution of a payment order relating to a single payment transaction or a payment transaction covered by a framework contract, the Bank as payment service provider shall be liable only for the execution of payment transactions in accordance with the unique identifier provided by the Customer as payment service user.

3. Strong customer authentication, security measures for confidentiality and integrity of the payment service user's personalised security credentials and standards of common and secure open communication

The Bank shall safeguard that it applies at all times strong customer authentication, security measures for confidentiality and integrity of the payment service users' personalised security credentials and common and secure open standards of communication in accordance with applicable laws as currently applicable (including without limitation in accordance with the Commission Delegated Regulation (EU) 2018/389 on regulatory technical standards for strong customer authentication and common and secure open standards of communication and as in force from time to time). In particular, the Bank shall ensure in this context as the case may be:

The Bank shall, in principle, apply a strong customer authentication procedure in the following cases:

- (a) where the payer accesses his payment account online;
- (b) where the payer initiates electronic payment transactions; and
- (c) where the payer carries out any action through a remote channel which may imply a risk of payment fraud or other abuses.

The strong customer authentication procedure is an authentication procedure that is based on the use of at least two separate elements out of the following categories: (a) an element that only the Customer knows (e.g. a password or a PIN code); (b) an element that only the Customer possesses (e.g. a card, a mobile phone or a token device); and (c) an element that is inherent to the Customer (e.g. a fingerprint or iris scan).

The Bank shall ensure that the strong customer authentication procedures it applies are at all times in compliance with the requirements set by Commission Delegated Regulation (EU) 2018/389, as applicable from time to time and/or any other act or guideline by any competent supervisory authority. In this context, the Bank will at all times require the use of such personalized security credentials, within the range and categories provided by Commission Delegated Regulation (EU) 2018/389, in a way that the authentication of the payment service user is adequately safeguarded, in compliance with applicable laws. Strong customer authentication procedures applied by the Bank could include a combination of various elements, including a username, password, PIN code, or knowledge based questions with the use of a token or other device or card authenticated through a card reader and biometric data, including fingerprint scanning or voice recognition, or any other combination of elements which is deemed compliant with the requirements of applicable laws and in accordance any guidelines by an competent supervisory authority and/or best practices.

The Bank may, upon circumstances and to the extent permitted under applicable law, exempt the application of security requirements of said strong customer authentication procedure, subject to specified and limited conditions based on the level of risk, the amount and/or the recurrence of the payment transaction, and the payment channels used for the execution thereof.

Furthermore, the Bank shall have adequate security measures in place to protect the confidentiality and integrity of the payment service users' personalized security credentials, including any authentication codes, during all phases of the authentication and shall, also, ensure that common and secure open standards for communication are established between account servicing payment service providers, payment initiation providers, account information providers, payment service providers issuing card-based payment instruments payers, payees and other payment service providers in accordance with applicable laws as currently applicable (including in accordance with Delegated Regulation 2018/389 as in force from time to time) to enable the payment service user to

exercise its right to use payment services provided by Third Party Providers, pursuant to applicable legislation.

The Bank shall also apply/fulfill the above customer authentication procedures where payments are initiated through payment initiation service providers and/or where information is requested through account information service providers.

4. Approval of payment transactions – Authorisation – Withdrawal of authorisation

A payment transaction is deemed to be authorized only if the Customer as payer has given his consent to execute the payment transaction. The Customer hereby declares and acknowledges that by issuing an instruction for a payment transaction or a series of payment transactions directly in-branch (by showing his ID card or an equivalent document as appropriate and the Customer's signature) or by use of alternative payment service channels of the Bank combined with the use of the unique identifier / payment instrument and/or appropriate identification data (in line with the terms and conditions in individual banking contracts for provision and use of unique identifier/payment instruments) to the Bank as payment service provider, he grants irrevocable authorisation to the Bank as payment service provider in accordance with the terms and conditions for providing payment services which are contained in this framework contract for the Bank's payment services and the contract for the provision and the use of payment instruments, in which case the payment transaction instruction granted as above shall be deemed to have been approved by him. The Customer acknowledges that further requirements may arise, in certain cases, under the strong customer authentication procedure established by the Bank.

Furthermore, the Customer hereby declares and acknowledges that, upon granting an explicit consent to certain third parties (i.e. the TPPs), the latter parties may instruct the Bank to provide access to certain information of the Customer's payment account for the purpose of provision of payment initiation services and information account services to him, provided that the Customer's payment account is accessible online and upon the assumption that the TPP fulfils the conditions referred to under Articles 66 and 67 of Law 4537/2018 as the case may be.

The Customer also hereby declares and acknowledges that, upon granting an explicit consent to payment service providers issuing card-based payment instruments, the latter parties may submit requests to the Bank for confirmation on the availability of funds on Customer's payment account and the Bank shall proceed to such confirmation (through a "yes" or "no" response) hereof, provided that the Customer's payment account is accessible online and upon the assumption that certain conditions referred to under Article 65 of the Law 4537/2018 are fulfilled.

Moreover, the Customer as payment service user acknowledges that execution of instructions for payment transactions by the Bank requires that there be adequate funds in his corresponding payment account or an adequate overdraft limit, or exposure where one has been agreed, which the Customer must be aware of and ensure. Where the Customer does not have adequate funds in the payment account or has exceeded the overdraft limit or the exposure approved by the Bank by virtue of an agreement which he is entitled to, the Customer acknowledges and accepts that the Bank shall be able and shall not execute any instruction and any expenses incurred shall be paid by the Customer. Where there are funds but they are not sufficient to cover all payment instructions from the Customer, the Bank shall execute payment instructions in chronological order. The Customer acknowledges that in order to ascertain that there are adequate funds in the payment account, the Bank shall take into account any instructions which have been executed but not yet debited to the Customer's account or which have been agreed to be executed. Moreover, the Bank may cancel a direct debit or standing order if there are not adequate funds or an available overdraft limit or exposure, where one has been agreed.

In the case of ATMs, combined use of the ATM and a cash card or credit card issued by the Bank and a PIN and/or a signature, shall grant the Customer access to services provided by the Bank through ATMs which appear on the ATM screen, and the screen shall provide information in each case whether the transaction can be executed or the reasons why it cannot be executed. The Customer acknowledges that in that respect further requirements may arise under the strong customer authentication procedure established by the Bank Where the Customer uses the ATMs of associated banks or uses the DIAS interbank system or where currency conversion is required for the payment instruction to be executed, the Customer acknowledges that he will be charged for such use. Some bank ATMs show information about the charges applicable and it lies with the Customer to accept the charge or to continue with initiation of the transaction instruction. In all events, the Bank is not liable and shall not be deemed not to have discharged its obligations to the Customer where it is unable to execute transactions initiated at the ATMs of other banks, whether associated banks or not.

Also, during the use of the HSBC Online Banking service, the Customer as payment service user acknowledges that only certain payment transactions may be initiated, depending on those available through this service upon registration for it, using the PBN and the personal identification number, following registration for the service, along with the username and selected personal secret question and corresponding secret answer (password), combined with the token. The Customer acknowledges that in that respect further requirements may arise under the strong customer authentication procedure established by the Bank. Before giving an instruction to be executed, the Customer as payment service user has been made aware of charges, the cut-off times and the currency conversion cut-off times as the value date for alternative service channels (10:00 – 22:00 approximately), must confirm its particulars and acknowledge that he approves its execution.

In the case of the HSBC Phone Banking service, the Customer acknowledges that conversations are recorded and gives instructions for payment transactions either directly to the Bank's agent confirming the particulars of the instruction given and confirming that the instruction was given.

The HSBC Phone Banking service is available to the Customer Monday to Friday 09:00 to 16:00 hours on the phone number 801 801 4722 (+30 210 696 2000 from mobile phone or from abroad) and for Premier accounts on 800 800 4722 (+30 210 696 2150 from mobile phone or from abroad) or at times which the Bank notifies to the Customer using the most reasonable means. In all events, the Customer acknowledges that the service may not be available in which case the Bank shall make every concerted effort to inform the Customer beforehand about this, but that may not always be possible.

The Customer as payment service payer shall be entitled to withdraw his consent at any time in writing at a branch and/or using the HSBC Phone Banking service by talking with an agent rather than Interactive Voice Response System and/or using the HSBC Online Banking service, but no later than the irrevocable cut-off time specified below and the individual payment instrument contracts. The same applies for authorisation given for the execution of a series of payment transactions which may be withdrawn resulting in any future payment transaction considered unauthorized.

5. TPPs' access on Customer's account for purpose of rendering payment initiation services and account information services

The Customer shall be, at all times, entitled to provide his explicit consent to certain third parties (TPPs) to gain access to certain information relating to his payment account for the purpose of rendering payment initiation services and/or account information services to him (as the case may be), and the Bank will be obliged to provide access, to the extent applicable, to such parties, provided that the Customer's payment account is accessible online and assuming that the latter parties fulfil the conditions referred to in Articles 66 and 67 of the Law 4537/2018.

Any and all communication between the Bank and the TPPs will be made in accordance with each time applicable common and secure open standards of communication (e.g. access interfaces), which will allow the TPPs to duly identify themselves towards the Bank, to communicate securely with the Bank to initiate a payment order from the payer's payment account and receive all information on the initiation of the payment transaction and all information accessible to the Bank regarding the execution of the payment transaction and/or to request information on one or more designated payment accounts and associated payment transactions, as the case may be and to reply on authentication procedures provided by the Bank to the payment service user.

A) Performance of payment initiation services by PISPs

The Customer as payer is entitled to authorise a PISP, by granting his explicit consent to the latter, to gain access to certain information of the Customer's payment account for the purpose of rendering payment initiation services, provided that the Customer's payment account is accessible online. Where the Customer grants such an explicit consent to a PISP, the Bank in its capacity as account servicing payment service provider shall have the following obligations, upon the assumption that the PISP fulfils the legal requirements under Article 66 of Law 4537/2018 (and without having to separately examine whether the PISP fulfils such requirements):

a) following the receipt of a payment order from the PISP, the Bank will grant or make available to the latter all the information regarding the initiation of a payment transaction and all the information, to which it has access for the purpose of execution of a payment transaction;

(b) the Bank will treat, without any discrimination, all the payment orders transmitted via the services of a PISP (unless justified for objective reasons, especially in terms of timing, prioritization or charges) in relation to payment orders directly transmitted from the payer.

In such context, the ability of the payment service user to make use of payment initiation services is independent from the existence of a direct contractual relationship between the Bank and the PISP.

(B) Performance of account information services by AISPs

The Customer as payment service user is entitled to authorise an AISP, by granting his explicit consent to the latter, to gain access to certain information of the Customer's payment account for the purpose of rendering account information services to the Customer, provided that the Customer's account is accessible online. Where the Customer grants such explicit consent to an AISP, assuming that the AISP fulfils the requirements referred to under Article 67 of Law 4537/2018 (and without having to examine separately whether the AISP fulfils such requirements), the Bank in its capacity as an account servicing payment service provider will treat the requests transmitted via an AISP without discrimination, unless this is justified for objective reasons. In such context, the ability of the payment service user to make use of account information services is independent from the existence of a direct contractual relationship of the Bank with the AISP.

6. Confirmation on the availability of funds

In case of initiation of a card-based payment transaction for a certain amount by the Customer in its capacity as payer, and upon request of the payment service provider issuing card-based payment instrument to the Bank, the Bank in its capacity as account servicing payment service provider shall immediately confirm towards the payment service provider issuing card-based payment instrument explicitly authorized thereto by the Customer whether the amount necessary for the execution of the card-based payment transaction is available on the payment account of the Customer as payer, provided that the payment account of the Customer as payer is accessible online at the time of the request, the Customer has given his explicit consent to the Bank as account servicing payment service provider to address such requests of certain payment service providers issuing card-based payment instruments before the first request is made and to the service provider issuing card-based

instruments to request such confirmation and upon the assumption that the other conditions referred to under Article 65 of Law 4537/2018 are met (without having to examine separately whether the payment service provider issuing card-based instrument fulfills such requirements). The confirmation on availability of funds to be given by the Bank in this context shall consist only in a simple 'yes' or 'no' answer and not in a statement of the account balance, and it shall not allow the Bank as the account servicing payment service provider to block funds on the Customer's - payer's payment account.

Following a Customer's request, the Bank shall disclose the identity of the payment service provider issuing card-based payment instruments and the submitted answer to the Customer. The Bank's obligation under this term shall not apply to payment transactions, the initiation of which is conducted by the payment service user through a card in which electronic money is stored.

7. Time at which payment orders are received The Customer as payment service user hereby agrees that the time of reception of a payment order is the time at which the Bank as the payer's payment service provider receives the payment order. The Customer accepts that the payment account of the payer would not be debited prior to the time of receipt of the payment order. The Customer acknowledges and accepts that the Bank has set certain cut-off times at the end of its working day for each type of transaction and each payment service channel after which any payment order received shall be deemed to have been received on the next working day. The cut-off times as well as the currency conversion cut-off times, are different for each type of payment transaction and each channel and they can be found in-branch and/or on the Bank's website and/or by using the HSBC Phone Banking service by talking to an agent rather than the Interactive Voice Response System, and/or using the HSBC Online Banking service and must be checked by the Customer before any payment order is addressed to the Bank.

Furthermore, the Customer acknowledges that if the time of receipt is not received on a working day of the payer's service provider, the payment order shall be taken as having been received on the next working day.

In the case of types of payment transactions which require or entail currency conversions, currency conversion cut-off times have also been set which must be checked by the Customers as payment service user in-branch and/or using the HSBC Phone Banking service by talking to an agent rather than the Interactive Voice Response System, and/or the HSBC Online Banking service as well as on the Bank's website. In these cases, in order for the payment order to be executed on the same day as it was given, the Bank must receive it before whichever cut-off time is earliest (between the cut-off time and the currency cut-off time for each currency). The Customer and the Bank hereby agree that where they agree that execution of a payment order shall commence on a specific date or at the end of a specific period or on the date on which the payer has made funds available to the Bank, the agreed date shall be deemed as the time of receipt of the payment order for payment transaction purposes. If the agreed date is not a working day for the Bank, the payment order received shall be taken as having been received on the next working day.

8. Maximum time for execution of payment instructions - Payment transactions to payment account

It is hereby agreed between the Customer as payment service user and the Bank as payment service provider that after the time of receipt of a payment order within the meaning of Clause 7 above, the amount of (a) a payment transaction in euro and/or (b) a national payment transaction in the currency of the member state outside the eurozone and/or (c) a payment transaction which only requires a currency conversion between euro and the official currency of a member state outside the eurozone, provided the currency conversion required takes place in the member state outside the eurozone concerned, and in the case of cross-border payment transactions the cross-border transfer takes

place in euro, the Bank must ensure that the amount of the payment transaction at issue shall be credited to the payee's payment account on the next working day after the time of reception of the payment instruction, as this has been set in this payment services framework contract of the Bank.

These deadlines may be extended by one additional business day for paper-initiated payment transactions, i.e. payment transactions the initiation of which is conducted/processed in non-electronic format. The Customer acknowledges that when a payment order is given for a payment transaction, additional time must also be taken into account for processing and execution of the payment order by the payee's bank when it is different from the Bank. The Customer acknowledges that the Bank is not liable for processing and execution of international payments where the date on which the payment is received by the payee's bank or institution or the exchange rate date is not a business day.

It is agreed that where payment transactions to a payment account outside the Union in any currency are accepted by the Bank, they shall be executed at a time which has been notified to the Customer by the Bank.

Moreover, the Customer as payer acknowledges that in order for an order for a payment transaction to be executed, the payment account must contain adequate funds or have an adequate overdraft or exposure, which has been agreed. In all events, there may be a delay in executing payment instructions due to fraud prevention checks which are carried out. The Customer acknowledges that in order to ascertain that there are adequate funds in the payment account, the Bank shall take into account any orders which have been executed but not yet debited to the Customer's account or which have been agreed to be executed.

The Bank as the payee's payment service provider shall set the value date and shall make available the amount of the payment transaction to the payee's payment account after receiving the funds from the payer's payment service provider. The Bank as the payee's payment service provider must transmit the payment order initiated by or through the payee to the payer's payment service provider within the deadline agreed by the payee and its payment service provider, enabling settlement of the transaction, as far as direct debit is concerned, on the agreed due date. As per alternative channels for rendering payment services there are spending limits set notified by the service, the branches and the Bank's public website.

9. Value date and availability of funds

The value date (valeur) for crediting funds to the payee's payment account may not be later than the business day on which the amount of the payment transaction is credited to the account of the payee's payment service provider.

The payee's payment service provider shall ensure that the amount of the payment transaction is available to the payee immediately after that amount is credited to the payee's payment service provider's account, where, on the part of the payee's payment service provider, there is (a) no currency conversion; or (b) a currency conversion between the euro and a Member State currency or between two Member State currencies. This obligation shall also apply to payments whereby the payer's payment service provider and the payee's payment service provider are identical.

The value date for debiting the payer's payment account is no earlier than the time at which the amount of the payment transaction is debited to that payment account.

In order to determine the value date for alternative payment service channels, namely Bank ATMs in Greece and abroad and the ATMs of associated banks depending on the cut-off time, for the HSBC Phone Banking service the business day shall be from 09:00 – 16:00 Monday to Friday and

for the HSBC Online Banking service the business day shall be from approximately 10:00 hours to approximately 22:00 hours on the same day.

10. Cash placed in payment account

When the Customer as payment service user places cash on a payment account with the Bank as as payment service provider in the currency of that payment account, the Bank shall ensure that the amount is made available immediately after its receipt with the corresponding value date.

More specifically however, for cash deposits in the Customer's account made at Bank ATMs using either the cash card or credit card issued by the Bank and at the ATMs of banks associated with the Bank using the cash card, the following is agreed: Where cash is deposited at a Bank ATM using a credit card or cash card issued by the Bank (with the exception of those ATMs which automatically count cash and credit it to accounts) or the ATMs of banks associated with the Bank using a cash card before the cut-off time (15:00 hours for Bank ATMs and 14:00 hours for the AlphaNet network), the cash shall be credited to the Customer's account and will be available at the end of the same business day with the value date being the date on which the cash was deposited at the Bank's ATM, or at the end of the next business day in the case of ATMs of associated banks. If the cut-off time has passed and the cash is collected, counted and checked, it will be credited to the Customer's account and will be available to the payment service user on the next business day, with the value date being the date of deposit, in relation to Bank ATMs, and at the end of two working days from the date of deposit in the case of ATMs of banks associated with the Bank. The Bank also has ATMs where cash which is deposited by the Customer is automatically counted and credited to the account indicated by the Customer, becoming immediately available with a same-day value date.

There are spending limits for the alternative payment channels. Information about these is available from the HSBC Phone Banking service, in-branch, from the HSBC Online Banking service and the Bank's website. Where a credit card is used as a payment instrument, the limits are set in agreement with the Bank and the Customer, and in the case of cash cards as an instrument of withdrawal from ATMs (beyond its use in associated Enterprise), the limits are set by the Bank and may be changed by the Customer upon request provided the Bank grants it approval.

11. Charges, interest and exchange rates: Information about deposit and borrowing interest rates, exchange rate and charges shall be available and set out in the Bank's services price list, in interest rate tables, in the cut-off time tables and the currency conversion cut-off time tables as in force from time to time, all of which constitute an integral part of the framework contract, any individual banking contracts and the Terms. Without prejudice to the interest rate or exchange rate change, as agreed directly below, any changes to this information, where related to payment transactions - as defined in and governed by Greek law and this agreement – and provided the Bank provides them, must be notified to the Customer two (2) months beforehand either by written notice or through account statements or notifications and/or through notices in the mass media and/or by posting information on the Bank's notice board in-branch or using another suitable means for this and shall be binding on the Customer. The parties hereby agree however that changes to interest rates or exchange rates may be applied immediately without prior notice where such changes are related and based on reference interest rates or exchange rates which have been agreed. The Customer as payment service user shall be informed as soon as possible about any change in interest rates or exchange rate through the internet and/or the Bank's service price list and/or in-branch and/or through the Phone Banking service by talking to a Bank agent rather than the Interactive Voice Response System. In all events, changes in interest or exchange rates which are more favourable for the payment service users may be applied without notice.

Provided that there are available funds in the payment account due to exposure for outgoing payment instructions for payment transactions of the Customer, debit interest shall be calculated on transactions at the time the payment order is received by the payee's payment service provider. If an overdraft limit has been agreed for the payment account, interest shall be calculated on the payment transaction at the time the instruction is received by the payment service provider. In all other cases, interest shall be due up until the payment account is debited. In the case of incoming payment instructions, the interest rate, if applicable, shall be calculated when the payment transaction is credited, under the terms and conditions which have been agreed. Information on the interest rates for accounts and payment accounts is available in-branch, through the HSBC Phone Banking service only through agent and not the IVR and the HSBC Online Banking service for services provided through this service channel, as applicable.

The Bank's reference exchange rate applicable to all payment service user transactions in all Bank service channels, with the exception of Customer transactions through ATMs/POS abroad, where the reference exchange rate for currency conversion services is different (as specifically stated below), shall be the price obtained from the Bank's online platform plus/minus the Bank's spread charged as a commission, information which can be obtained in-branch, on the Bank's website, through the Bank's Phone Banking service or in any info-leaflets designed for customers before issuing a payment instruction.

For transactions using ATM/POSs abroad (where transactions are subject to a charge for currency conversion for debit cards at 3% and for credit cards at 4%, as applicable today) which involve conversion of more than one currency to euro. From April 19th, 2020 the Customer can find out how the cost to him/her of making card transactions within the EU (or EEA, if applicable), compares to the foreign exchange rate(s) issued by the European Central Bank by visiting www.hsbc.gr/cbpr.

The Bank has no control over and is not liable for the time at which data is processed by card issuers and such processing may involve expenses of intermediary credit institutions. The Bank may provide an indicative exchange rate cost on the transaction date if the Customer contacts the Bank but in general that does not mean that it will be the cost which is actually calculated and applied since exchange rates change from the transaction date to the date on which the transaction is debited to the account. In addition to costs already notified to the Customer for execution of payment transactions, the Customer may also be required to pay a transaction fee by the bank in the country where the transaction is processed. The Customer's statement for the transaction shall show the cost of transactions and any expenses in detail.

The exchange rate which will be imposed on payments associated with currency conversion shall be the exchange rate the Bank offers, updated before and at the time the payment instruction is received. The Customer acknowledges that the current/applicable Bank exchange rate for transactions other than the transactions of the Customer through ATMs/POS in abroad where it is differently defined, is the price indicated on the Bank's online platform which applies for the purpose of converting currencies into Euro, shall be calculated on the amount in which case the prevailing Bank exchange rate shall apply on the working day on which the payment order is received which is associated with and related to the Bank cut-off times. Where a payment transaction involving currency conversion is returned, the Bank shall convert the amount returned to the original currency at the exchange rate applied by the Bank, in other words the price based on the Bank's online platform at the time the funds represented by the payment transaction are returned. Moreover, the Customer accepts that it is possible where a transaction is cancelled or amended or where incoming payments are returned to the Bank which sent the instruction due to erroneous authentication for additional charges to be applied to the Customer. In order to cover the foreign exchange rates as from the date of transaction through cards until the date of settlement of the transaction, the Bank shall hold as a maximum amount a 5% of the value of the transaction until the settlement date.

In payment transactions involving currency conversion, and therefore determination of the exchange rate for the Customer, that rate shall be calculated and set by the Bank's competent department (Treasury) at the start of the working day and shall be displayed in-branch, on the Bank's website and shall be available through the HSBC Phone Banking and HSBC Online Banking services. More specifically, in the case of payment transactions through the HSBC Online Banking service, taking into account the permissible limit on each transaction, which the Bank may change at its discretion, and which has been notified to the Customer in the most reasonable manner and which the Customer may check using this service, it shall be possible to change the exchange rate for the relevant transaction amount using the table on screen before the Customer commits to giving the instruction to execute the payment transaction, and there shall also be a system which informs the Customer about the daily exchange rates before giving transaction instructions and before instructions are executed. In the case of payment transactions given through the HSBC Phone Banking service, taking into account the permissible limit on each transaction which the Bank may change at its discretion, and which has been notified to the Customer in the most reasonable manner when he connects through an agent (and not through the Interactive Voice Response System), the Customer shall be informed about the exchange rate before giving the instruction, as set by the competent Bank department, and in all events shall be able to obtain such information by talking with a Bank agent. It should be noted that there may be special agreements between customers on the exchange rate applicable for payment transactions involving currency conversion based on the said calculation basis less the agreed spread, in which case the Bank, in such instances, shall execute payment transactions based on the special agreement with the Customer.

12. Currency conversion and exchange rates

Payments shall be made in the currency agreed by the parties. Where before the start of a payment transaction the Bank offers a currency conversion service the reference exchange rate calculated shall be the price available to the Customer in-branch or through the HSBC Phone Banking (and through an agent and not through the Interactive Voice Response System), the HSBC Online Banking service, if the Customer is a subscriber, and the Bank's website, at the time the payment instrument is given. The payer accepts that the currency conversion service shall be provided on this basis. Also, the Bank shall notify him of any relevant charge as well as the exchange rate to be used for the conversion, if possible in each case.

Where a payment transaction involving currency conversion is returned, the Bank shall convert the amount returned in the original currency at the exchange rate applied by the Bank when payment transaction funds are being returned.

From April 19th, 2020 the Customer can find out how the cost to him/her of making card transactions within the EU (or EEA, if applicable), compares to the foreign exchange rate(s) issued by the European Central Bank by visiting www.hsbc.gr/cbpr.

13. Information about any additional charges

When for the use of a specific payment instrument the Bank as payment service provider or a third party involved in the transaction at issue impose a charge, the Customer as payment service user shall be informed about this before the payment transaction is entered into through the price list for services available in-branch, on the Bank's website, using the HSBC Online Banking service and the HSBC Phone Banking service, by talking to an agent rather than the Interactive Voice Response System.

14. Charges for providing information – searches

The Bank as payment service provider and the Customer as payment service user declare that they agree to any reasonable charge proportionate to the actual cost imposed by the Bank as payment service provider for providing additional information or for providing information on a more frequent basis or for transmission of information by means of communication other than those specified in this framework contract, provided that is done on a request from Customer as payment service user. Moreover, it is agreed that the Bank shall be entitled to charge the Customer as payment service user for payment instruction searches instigated on his request, and that he shall be informed about the charge for this before the start of the search.

15. Communication - Provision of Information

The language in which the framework contract has been drafted and the language of communication during the course of the contractual relationship is Greek or the language specifically agreed with the Customer. The Bank shall provide the required information to the payer and/or payee after the execution of the payment transactions in writing at least once a month, in writing, in-branch or to the HSBC Phone Banking service and in all events at any time or on a durable medium through the HSBC Online Banking service for the subscribers and users of this service, by sending in any case a prior notice (e-mail) to the email address stated to the Bank and a secure e-message to the website of the above service, whereas for direct debit the Customer shall be informed in writing or electronically if the Customer himself or any co-beneficiary is a subscriber of the HSBC Online Banking service, as payer of payment transactions, immediately after the execution or non-execution of the transaction due to inadequate available funds, by sending the relevant statement to the last declared mailing address of the Customer or the Customer's email address or in the manner indicated in writing to the Bank by the payer and/or payee of payment transactions, always according to the applicable legislation, currently in writing once every three months as mentioned below. Specifically, as regards payment transactions through credit card, the Customer is informed monthly in writing by dispatch to the Customer's mailing address and/or electronically provided that the Customer or his co-beneficiary is a subscriber of the HSBC Online Banking service in a cumulative combination of an e-mail to the last Customer's (or co-beneficiary's) email address stated to the Bank and a secure e-message that appears after accessing the website of the above service as follows:

a) in hard copy, without cost, quarterly and after the end of each calendar quarter, more specifically every March, June, September and December of each year to the latest mailing address provided to the Bank, unless the Customer has subscribed to the Bank's Online Banking services in which case he will be informed electronically as described below under point b). In any case the Customer is entitled to request in writing, a change in the time he is informed.

b) electronically (e-statements), without cost, quarterly and after the end of each calendar quarter, more specifically every March, June, September and December of each year, applied to the HSBC Online Banking service Customers, to the internet site of this service by receiving a secure e-message upon accessing the above internet site. In any case the Customer is entitled to request in writing, a change in the time he is informed. Additionally, the Customer will be informed on a monthly basis while accessing the internet site of the above service, from the file named "account history" in form of an electronic folder not subject to alterations, by receiving a monthly informative e-mail in his latest registered e-mail address

c) in writing using extracts or copies of the account's activity, issued at least every calendar month and also at any time in any of the branches or through the Phone Banking service. In case of more frequent information, the Customer acknowledges that the Bank has the right to charge accordingly as indicated in the Bank's pricing table available in the branches and the Bank's web-site, as well as through the Phone Banking and HSBC Online Banking services

d) in relation to executed SEPA direct charges, as well as non-executed SEPA direct charges –in cases of insufficient balance for their execution- by sending advices to the latest registered address or electronically for HSBC Online Banking users by sending e-advises in the internet site of the above service, with previous receipt of an informative e-mail for the issuance of the e-advice in the latest registered e-mail address. The Bank is obliged by the rules which govern the SEPA direct debit Core scheme, to provide or make available certain details of the collection to the Customer when debiting the Customer's account. If the Customer uses online banking, this information will be available via the online banking service (i.e. the HSBC Online Banking Service). The details the Bank will provide and/or make available are: the date of the debit to your account; the amount of debit in euro; the name of the Creditor; the Creditor's unique SEPA direct debit scheme identification number; the unique mandate reference; and certain remittance information sent by the Creditor.

e) where a passbook has been provided for that particular type of account, by updating the passbook at any Bank branch and additionally as described in all above cases.

f) for payments through credit cards, in writing on a monthly basis, sent to the Customer's latest registered address whilst in case of termination of the credit card agreement the dispatch of statements (paper or electronic) ceases automatically

g) for electronic payments through credit cards, on a monthly basis for HSBC Online Banking Service subscribers with previous receipt of an informative e-mail for the issuance of the e-statement in the latest registered e-mail address of the card holder in order for him to access the internet site and acquire the respective information

h) for loans relevant information are provided monthly in writing or electronically whilst in case of termination of the loan agreement the dispatch of statements (paper or electronic) ceases automatically

i) subsequently after October 2018 in writing and electronically per case, quarterly in accordance with the provisions of law 4465/2016 and the delegated regulatory technical standards and decisions

The Customer within the framework of the e-notices, taking account of the informational purpose of each message (e-mail or secure message) sent to his latest registered e-mail address and of the fact that the copies of the account statement are uploaded to the HSBC Online Banking Service website on a quarterly basis or, in the case of credit cards, on a monthly basis or, in the case of direct debit transactions as mentioned above and for other transactions, in the intervals specific to each case, and also that the transaction history is accessible through said service on a daily basis after each transaction is carried out, if the Customer does not receive a message within 30 days of receiving the previous information message (e-mail), he must inform the Bank in writing and visit the HSBC Online Banking service website, where he can access the relevant information after entering his passwords;

If the Customer alters his e-mail address and/or he does not provide the Bank with an e-mail address throughout the duration of the relationship with the Bank, the Customer acknowledges and accepts the Bank's actions and decisions that burden his account and of which he was informed and that the Bank duly fulfils all obligations to inform him and issue account statements, given that it is due to his fault that the Bank does not mail or e-mail all information on the account activity

It is agreed that in relation to the information provided to the payer before an individual payment transaction is executed, where that transaction is governed by the Bank's framework contract, that the Bank shall, when so requested, provide specific information to the Customer as payer about the specific payment transaction which the payer initiated provided it is covered by the Bank's framework contract, concerning the maximum execution deadline, the charges the payer must pay and, if appropriate, itemisation of charges.

Subsequently, as regards the Customer's information as payer for individual payment transactions governed by the payment services framework contract, after debiting the payer's account with the amount of the individual payment transaction, it is agreed that the Bank as the payer's payment service provider shall inform the Customer - as payer at least on a monthly basis, in writing, in-branch or through HSBC Phone Banking service and in any case at any time, whereas for direct debits the payer shall be informed immediately after the execution or non-execution of the transaction due to inadequate funds, by sending the relevant statement to the last declared mailing address of the Customer or on a durable medium through the HSBC Online Banking service for the service's subscribers and users by sending in any case a prior email to the last Customer's (or co-beneficiary's) email address declared to the Bank or also a secure e-message that appears after accessing the website of the above service or a notice to the Customer - as payer email address to the Bank with the following information:

- a) a reference which will permit the payer to identify the payment transaction, and in each case, information relating to the payee;
- b) the amount of the payment transaction in the currency in which the payer's payment account is debited or in the currency used for the payment instruction;
- c) the amount of any charges for the payment transactions and, depending on the case, itemisation thereof, or the amount of interest which the payer must pay in the case of credit limit;
- d) depending on the case, the exchange rate used for the payment transaction by the payer's payment service provider and the amount of the payment transaction after the currency conversion; and
- e) the debit value date or the time of reception of payment instruction.

Whereas, with regard to the payee's information for individual payment transactions governed by the payment services framework contract, after the execution of an individual payment transaction, the Bank as the payee's payment service provider shall inform the Customer - as payee at least on a monthly basis, in writing, in-branch or through the HSBC Phone Banking service, and in any case at any time or on a durable medium through the HSBC Online Banking service, for the service's subscribers and users in any case with a prior email and secure e-message that appears after accessing the above service's website or notice through email address stated by the Customer as payee.

- a) the details which permit the payee to identify a payment transaction, and if necessary, the payer, and all information sent during the payment transaction;
- b) the amount of the payment transaction in the currency in which the payee's payment account is credited;
- c) the total of any charges for the payment transactions and, depending on the case, itemisation thereof, or the amount of interest which must be paid in the case of credit limit;
- d) depending on the case, the exchange rate used for the payment transaction by the payee's payment service provider and the amount of the payment transaction before the currency conversion; and
- e) the credit value date.

In any case, the Customer is informed about the payment transactions in writing once every three months at the last mailing address stated to the Bank with the exception of payment transaction in writing each month at the last mailing address stated to the Bank.

The Customer declares that he acknowledges that where the Bank cannot provide information immediately after a payment transaction has been executed, such information will be provided in the statement in accordance with the above.

In all events, the Customer is required and recommended to examine the information about his transactions and to submit objections about transaction with confirmations or notices. These must be submitted without undue delay in writing, and in all events within 8 weeks from the debit date for authorized payment transactions initiated by or through the payee, or within 13 months at the latest from the date on which the account was debited for unauthorised or erroneous payment transactions. The Customer hereby acknowledges and accepts that extracts of statements contained in the Bank's files constitute proof in full of his transactions, but counterevidence is permissible.

Where the Customer changes his mailing address without informing the Bank in writing as obligated throughout the term of his business relationship, the Customer hereby acknowledges and accepts the Bank's activities and decisions relating to his account which have been notified to him, as well as the fact that the Bank appropriately meets its obligations towards him in the context of this payment services framework contract until the date the Bank was informed about the change of address. The same applies in case of change of the Customer's email address in relation to the address he has stated to the Bank and/or has not stated or if he ceases to state an email address, while a subscriber of the HSBC Online Banking service, the Customer accepts that the Bank appropriately discharges all its obligations on information about transactions or issue of account statements, since the Bank does not send to the correct address at the Customer's responsibility or does not send an e-message about the electronic issue of any type of information on transactions and payment transactions.

The Customer is notified and acknowledges that in cases where the Bank suspects fraud or security threats, the Bank investigates and/or stops payments to and from the Customer's account and/or suspends or closes the account(s). The Bank may also contact directly the Customer, via call back process, to re-confirm the payment instruction(s) prior to execution.

The Customer is notified and acknowledges that in cases where the Bank suspects fraud or security threats, the Bank investigates and/or stops payments to and from the Customer's account and/or suspends or closes the account(s). The Bank may also contact directly the Customer, via call back process, to re-confirm the payment instruction(s) prior to execution.

It is agreed that all above as well as any failure by the Customer as per the process and/or unsuccessful phone communications by the Bank to contact the Customer based on the contact details he's provided the Bank with (including not reaching at all the Customer for example a D+1 period, i.e. until the next business day as from the date of payment instruction) could result in payments to and from the Customer's account being delayed and/or refused and thus not executed where the Customer agrees that the Bank has no whatsoever liability for the delayed or non-executed payment order and no responsibility for any loss or damage that might be caused to the Customer thereof.

II. RIGHTS AND OBLIGATIONS IN RELATION TO THE PROVISION AND USE OF PAYMENT SERVICES

A. 1. General provisions – Charges imposed – Transfer and receipt of amounts

The Bank as payment service provider shall not charge the Customer as payment service user for the discharge of its information obligations and/or corrective and preventative measures under this Part VII. By way of exception, charges may be imposed in certain cases and to the extent permissible under law 4537/2018 where those charges have been agreed upon by the Bank as payment service provider and the Customer as payment service user and provided that they are appropriate and in

line with the actual costs of the Bank as payment service provider.. The Bank and the Customer agree that the Customer may be charged for the provision of additional information or the more frequent provision or transfer of information in a manner different than the one defined in the framework contract, which is sent at the request of the Customer. Moreover, the Customer agrees that the Bank applies the 'SHARE' principle with regard to charges for payment transactions granted within an EU and/or EEA Member State, where both the payer's payment service provider and the payee's payment service provider are, or the sole payment service provider in the payment transaction is, located within an EU and/or EEA Member State. Pursuant to such principle, the payee pays the charges levied by his payment service provider and the payer pays the charges levied by his payment service provider. Thus, the Customer as payer shall pay the charges imposed by the Bank as the payer's payment service provider, whereas the Customer as payment service payee shall pay the charges imposed by the Bank as the payee's payment service provider, without that meaning that the two charges must be equal.

The Customer acknowledges that the Bank shall be entitled to use correspondent banks and payment clearing and settlement systems chosen by the Bank to execute the payment transaction. Where services are provided by the Bank which do not fall within the payment transactions as defined by the legislation, the Bank shall not be liable for any delay or inability caused by the correspondent bank or any clearing and settlement system.

The Bank, and any bodies intermediating on its behalf (correspondent banks) shall be obliged to transfer the full amount of the payment transaction and not deduct any charges from it.

However, the Bank as the payment service provider and the Customer as payee agree that the Bank shall deduct its charge/fee and the expenses of correspondent banks from the amount transferred as part of the payment transaction before it is credited to the payee's payment account, where the full amount of the payment transaction and the charges are fully itemised in the statement sent to the payee.

Where the payment transaction is sent by the Customer as payer and there are charges for the amount transferred beyond those which are cited above, the Bank as payment service provider of the Customer as payer shall ensure that the payee receives the entire amount of the payment transaction initiated by the payer. Where the payment transaction is initiated by the payee or via him, the relevant payment service provider shall ensure that the payee receives the entire amount to which the payment transaction relates.

2. Obligations of the payment service user in relation to payment instruments and the personalised security credentials

The Customer as payment service user entitled to use a payment instrument shall have the following obligations:

- a) to use the payment instrument in accordance with the contractual terms governing the issue and use thereof and take all reasonable steps for keeping any personalized security credentials safe; and
- b) to notify the payment service provider or the entity specified by the latter, without undue delay, on becoming aware of the loss, theft or misappropriation or or unauthorised use of the payment instrument, by contacting the Phone Banking service, which is available round the clock for this purpose.

More specifically, the Customer as payment service user declares in relation to each payment instrument, governed by the terms and conditions of each individual banking contract already

accepted by the payment service user, that he undertakes to discharge his obligations and to comply with safe storage and usage measures for those payment instruments.

He also undertakes to immediately notify the Bank without undue delay upon becoming aware of the loss, theft or misappropriation or unauthorised use of the payment instrument in the manner agreed above in accordance with the procedure agreed in the relevant individual banking contracts for the provision and use of payment instruments, by calling the relevant number to report the loss, theft, misappropriation or unauthorised use of the payment instrument to the Bank's Customer Service Phone Line which is available to the user round the clock, where the payment service user can talk to a Bank agent. In this case, the Bank shall take steps so as not to execute/accept any instruction which entails use of a payment instrument which has been declared lost, stolen, misappropriated and/or unauthorised use of the payment instrument.

The Customer acknowledges that he is obliged not to disclose his personal identification number (PIN) or other personalized security credentials to anyone, including the Bank and/or third parties, even relatives or persons who attempt using any methods to obtain that information claiming that they are employees of banks, other organisations or authorities because the Bank has never assigned any such duties to its employees or third parties. The Bank shall not be liable on this ground if the Customer's cash card or credit card are used by a third party who knows or who randomly guesses the Customer's PIN or other personalized security credentials, and thereby acquires access to the Customer's account. The Customer must never write down the PIN or other personalized security credentials for any card nor select a combination of numbers in the PIN which a third party could easily guess, and must ensure confidentiality when keying in the PIN at an ATM, and collect receipts / transaction completion certificates issued by ATMs which contain his personal particulars. The Customer is recommended to memorise his PIN and in all events to carefully check the location of each ATM before entering into any transaction. If the Customer notices anything out of the ordinary, he should not enter into the transaction, and should immediately contact the Bank only using the phone numbers which appear on the ATM screen. Moreover, the Customer must make sure that his PIN has not been disclosed to an unauthorized person. Where he considers it may have been disclosed, he must ask that the Bank issue a new PIN or change the PIN immediately. The Customer is recommended to frequently change their PIN and not to use the same PIN for all their cards and to never choose a PIN which could be guessed (such as their birthday or licence plate number, etc.). Lastly, the Customer must be careful during the transaction about whether there are any suspicious customers and make sure that other persons are a safe distance away so that they cannot see what is being keyed in. If the card is held by the ATM, the Customer shall immediately contact the Bank only using the phone numbers which appear on the ATM screen. Even if a card which was reported lost or stolen or misappropriated is found, the Customer may not use it because it will have been cancelled or deactivated.

The Customer must confirm to HSBC Phone Banking service his personalized security credentials and identity. In that respect, further requirements may arise under the strong customer authentication procedure established by the Bank. The Bank's representative shall be entitled to request that the Customer provide additional information considered necessary to confirm/verify his identity for the service before entering into transactions or to refuse to enter into the transaction requested if he has reservations about the caller's identity.

In the case of the HSBC Online Banking service, the Customer must have hardware protected by updated anti-virus software and take all safety and protection measures for his own software and files. The Customer shall keep the username / password for the service safe and secret. The Bank will never ask for this information in any email or otherwise. The Customer is also recommended to access the Bank's website directly, not by connecting through other addresses or from the address given as the Bank's address in any email he may have received, and in particular not to record his

security credentials anywhere. In all events where the Customer knows or suspects that his security credentials have been lost or stolen or misappropriated or used in an unauthorized manner or that an attempt has been made to use them by a third party, he must inform the Bank without undue delay.

The above is without prejudice to the right of the Customer to use payment initiation services and/or account information services provided by third party providers, subject to the Bank's General Terms and Conditions for Individuals and/or this framework contract for payment services, in which case the Bank will apply the same customer authentication procedures described herein, i.e. authentication through the Customer's personalized security credentials, when acting as an account servicing payment service provider in the context of the provision of the aforementioned services by third party providers.

The contact numbers the Customer may use to contact the Bank are available in-branch and on the Bank's website. In all events, the Bank reserves the right to request written confirmation on the above matters even though it may have recorded conversations, especially in the case of lost/stolen/misappropriated cards or personalized security credentials relating to any payment instrument available through the HSBC Phone Banking and HSBC Online Banking services.

3. Obligations of the Bank as payment service provider in relation to payment instruments

The Bank as payment service provider issuing a payment instrument shall have the following obligations:

- a) to make sure that the Customer's personalized security credentials are not accessible to parties other than the payment service user that is entitled to use the payment instrument, subject to the aforementioned obligations of the payment service user;
- b) to not send a payment instrument that has not been requested unless it is to replace a payment instrument which the Customer as payment service user already has;
- c) to ensure at all times for the Customer as payment service user suitable means through which he notifies any loss, theft or misappropriation or unauthorized use of the payment instrument to the Bank and/or to request unblocking of the use of the payment instrument pursuant to relevant provisions of term II.4 below, and the Customer agrees that the Bank's Phone Service Centre is the suitable medium for the above notification. Following a request by the Customer as payment service user, the Bank as payment service provider shall provide the Customer with means to provide, for eighteen (18) months after notification, that the Customer has made such notification;
- d) to provide the Customer as payment service user with the option to proceed to the notification towards the Bank of a loss, theft or misappropriation or unauthorized use of the payment instrument free of charge and to charge, if at all, only replacement costs directly attributed to the token device and
- e) to deter any use of the payment instrument once the above notification has been made.

The Bank undertakes the risk of dispatching any payment instrument to the payer or dispatch of any personalised security code.

4. Restrictions on the use of payment instruments and the access to payment accounts

Where a specific payment instrument is used for the purposes of giving consent, the Customer as payer has agreed and accepted that he acknowledges that the Bank as payment service provider has set spending limits for payment transactions executed using that payment instrument. The Customer shall be informed about the applicable spending limits to that payment instrument through a letter sent out when each payment instrument is delivered, or through relevant information available in-branch, on the Bank's website or through the HSBC Phone Banking or HSBC Online Banking services. The Customer as payment service user agrees that the Bank as payment service provider shall be entitled to block the payment instrument for objectively justified reasons relating to the safety of the payment instrument, the existence of suspicions about unauthorised or fraudulent use of the payment instrument, or in cases of payment instruments with a credit line, a significantly increased risk of the Customer as payer being unable to discharge his payment obligations. The Bank as payment service provider shall inform the Customer – as payer of the blocking of the payment instrument and the reasons for it by phone and if possible it shall do so before the payment instrument is blocked or in all events immediately thereafter, unless providing such information would compromise objectively justified security reasons or is expressly prohibited by relevant national or Union law. The Bank as payment service provider shall unblock the payment instrument or replace the payment instrument with a new payment instrument once the reasons for the blocking no longer exist.

Furthermore, the Customer acknowledges that the Bank as account servicing payment service provider may deny an AISP or a PISP access to the Customer's payment account for objectively justified and duly evidenced reasons relating to unauthorised or fraudulent access to the payment account by that AISP or that PISP, including the unauthorised or fraudulent initiation of a payment transaction. In such cases, the Bank as account servicing payment service provider shall inform the Customer – as payer that access to the payment account is denied and the reasons thereof by phone and, where possible, it shall do so before the access is denied or in all events immediately thereafter, unless providing such information would compromise objectively justified security grounds or is expressly prohibited by relevant national or Union law. The Bank as account servicing payment service provider shall allow access to the payment account once the reasons for denying access no longer exist.

5. Direct Debit Collection Restrictions

From 1 August 2014 the Customer may notify the Bank of those Creditors whom he wishes to pay ("White List") or those whom he does not wish to pay ("Black List"). To enable the Bank to carry out these instructions, the Bank will require the Customer to advise the Bank of the SEPA DD scheme Creditor Identifiers for the Creditors listed. The Customer may also advise the Bank of the amount to be paid under any SEPA Direct Debit mandate – the Customer can advise the Bank an actual amount to be paid or a maximum amount. Any collections received which do not exactly match the criteria advised, will be rejected without debit to the Customer's account or advice to the Customer. Also, the Customer may also advise the Bank of restrictions to the frequency (Periodicity) of collections for any particular mandate. Again any collections received which do not match the criteria advised, will be rejected without debit to the Customer's account or advice.

To act on the Customer's instructions to restrict the amount or periodicity, the Bank will require: the number of your account to be debited; (IBAN if known); the name of the Creditor; the Creditor's unique SEPA direct debit scheme identification number and; the unique mandate reference number.

6. Notification and rectification of unauthorised or erroneous payment transactions – Liability of the Bank as payment service provider for unauthorised payment transactions

The Bank as payment service provider provides restitution to the Customer as payment service user as to an unauthorised or erroneous payment transaction only if the Customer notifies the Bank

without delay as soon as he becomes aware of any such unauthorized or erroneous payment transaction which establishes a right of claim, including the one relating to non-execution, defective or late execution of payment transactions under the following term "Liability for non-execution, defective or late execution" below, 13 months at the latest after the debit date. Where the Customer as payer does not timely notify the Bank as payment service provider about the unauthorized or the erroneous transaction, the Bank as payment service provider shall not be obliged to make restitution as to any loss incurred by the Customer in this context.

If said conditions are met, in the case of an unauthorized payment transaction the Bank as the payer's payment service provider must refund immediately and, in any event, no later than by the end of the following business day to the Customer as payer the amount of the unauthorized payment transaction, except where it has reasonable grounds for suspecting fraud and communicates those grounds to the General Secretariat for Commerce and Consumer Protection.

Where applicable, the Bank as the payer's payment service provider shall restore the debited payment account to the state in which it would have been had the unauthorized payment transaction not taken place. Where applicable, the Bank as the payer's payment service provider shall also ensure that the credit value date for the payer's payment account shall be no later than the date the amount of the payment transaction had been debited to the payment account.

Where a PISP is involved into the execution of an unauthorized or erroneous payment transaction, the Bank as account servicing payment service provider shall provide restitution to the Customer as payment service user, provided that the Customer timely notifies the Bank of any such unauthorized or erroneous payment transactions within 13 months at the latest after the debit date. In case of an unauthorized payment transaction initiated through a PISP, the Bank as account servicing payment service provider will refund immediately and, in any event, no later than by the end of the following working day to the payer the amount of the unauthorized payment transaction, and, where applicable, restore the debited payment account to the state in which it would have been had the unauthorized payment transaction not taken place.

7. Evidence on authentication and execution of payment transactions

Where the Customer as payment service user denies that he has authorized an executed payment transaction or claims that the payment transaction was erroneous, the Bank as payment service provider shall bear the burden of proving that the payment transaction was authenticated, accurately recorded, entered in the accounts and not affected by technical breakdowns or other malfunctions/deficiency of the service provided by the Bank. Where the payment transaction is initiated through a payment initiation service provider, the latter shall bear the burden of proving that, within its sphere of competence, the payment transaction was authenticated, accurately recorded and not affected by a technical breakdown or other deficiency linked to the payment service of which the payment initiation provider has been in charge.

8 Liability of the Customer as payer for unauthorized payment transactions

By way of derogation from the above term on the Bank's liability as payment service provider for unauthorized payment transactions, it is agreed that the Customer as payer shall be liable up to a maximum of € 50, for losses arising from the use of a lost or stolen payment instrument or the misappropriation thereof. Such liability will not apply in cases where (a) the loss, theft or misappropriation of the payment instrument was not detectable to the Customer as payer prior to the conduct of the payment transaction, except where the Customer as payer has acted fraudulently or (b) the loss was caused by acts or omissions of an employee, an agent or a branch of the Bank

as payment service provider or of an entity to which the Bank as payment service provider had outsourced its activities.

Furthermore, the Customer as payer is liable for all losses related to unauthorized payment transactions, provided these losses are due to fraud or failure to comply with one or more of his obligations with regard to payment instruments and the personalized security credentials deliberately or as a result of gross negligence, in which case the above maximum amount specified in this term shall not apply. After the notification to the Bank as service provider the Customer as payer is not responsible for any financial losses deriving from the lost, stolen or misappropriated payment instrument unless he acted fraudulently.

Furthermore, it is agreed that, where the Bank as payment service provider of the payer does not require strong customer authentication, the Customer as payer shall not bear any financial consequences, unless he has acted fraudulently. Where the payee or the Bank as payment service provider of the payee fails to accept strong customer authentication procedure, it shall refund the financial damage caused to the payer's payment service provider.

From the moment the Bank as payment service provider is notified by the Customer, the Customer as payer in accordance with relevant term above shall not bear the financial consequences deriving from use of lost or stolen or misappropriated payment instrument, unless he acted fraudulently. Where the Bank as payment service provider of the payer does not provide appropriate means for the notification at all times of a lost, stolen or misappropriated payment instrument, the Customer as payer shall not be liable for the financial consequences relating from the use of that payment instrument, except where he has acted fraudulently.

The Customer is notified and acknowledges that in cases where the Bank suspects fraud or security threats, the Bank investigates and/or stops payments to and from the Customer's account and/or suspends or closes the account(s). The Bank may also contact directly the Customer, via call back process, to re-confirm the payment instruction(s) prior to execution.

It is agreed that all above as well as any failure by the Customer as per the process and/or unsuccessful phone communications by the Bank to contact the Customer based on the contact details he's provided the Bank with (including not reaching at all the Customer for example a D+1 period, i.e. until the next business day as from the date of payment instruction) could result in payments to and from the Customer's account being delayed and/or refused and thus not executed where the Customer agrees that the Bank has no whatsoever liability for the delayed or non-executed payment order and no responsibility for any loss or damage that might be caused to the Customer thereof.

9. Payment transactions where the transaction amount is not known in advance

The Customer accepts and acknowledges that, where a payment transaction is initiated by or through the payee in the context of a card-based payment transaction and the exact amount is not known at the moment when the Customer – as payer gives consent to execute the payment transaction, the Bank as the payer's payment service provider may block funds on the payment account of the Customer as payer only if the Customer – as payer has given consent to the exact amount of the funds to be blocked.

Furthermore, it is agreed that the Bank as the payer's payment service provider shall release the funds blocked on the payment account of the Customer as payer without undue delay after receipt of the information about the exact amount of the payment transaction and at the latest immediately after receipt of the payment order.

10. Refunds for payment transactions initiated by or through the payee

The Customer as payer shall be entitled to seek from the Bank as the payer's payment service provider a refund of an authorized payment transaction which was initiated by or through the payee, and which has already been executed, where all the following conditions are met: a) the exact amount of the payment transaction was not specified when authorisation was made, b) the amount of the payment transaction exceeded the amount which the Customer – as payer would reasonably have expected to pay taking into account previous normal expenses, the terms and conditions of this framework contract and the relevant circumstances of the case. For the purposes of point (b) above, the Customer – as payer may not cite reasons related to currency conversion provided the reference exchange rate which had been agreed between the Bank and the Customer was applied. Furthermore, it is agreed that, on the Bank's request, the Customer – as payer shall bear the burden of providing the fulfilment of said conditions under (a) and (b). This refund shall relate to the full amount of the executed payment transaction. The credit value date for the Customer's – as payer's payment account shall not be later than the date the amount was debited.

It is also agreed that the Customer – as payer shall not be entitled to refund when he has granted his consent to execute the payment transaction directly to the Bank as his payment service provider, and as appropriate, the information about future payment transactions was provided or made available to the Customer as payer in accordance with the manner agreed, at least 4 weeks before the date specified by the payment service provider or by the payee.

11. Requests for refunds for payment transactions initiated by or through the payee

The Customer as payer shall be entitled to request a refund referred to under previous term II.10 hereof, of an authorized payment transaction initiated by or through the payee within eight (8) weeks from the date on which the funds were debited. Upon the Bank's request, the Customer – as payer shall provide information about the facts which prove his normal spending patterns and bear the burden to prove the fulfilment of refund conditions. Within 10 business days as of the proper receipt of the Customer's refund request (as defined below), the Bank as payment service provider, shall either refund the entire amount of the payment transaction or justify the refusal to refund, by indicating to the Customer as payer the bodies to which he may refer the matter in accordance with Articles 99 to 102 law 4537/2018, if he does not accept the reasons provided. The Customer acknowledges that the ten (10) business day-period from receipt of the relevant refund request, within which the Bank as payment service provider shall respond to a refund request (either through return of the relevant amounts or through justified refusal) shall commence from the date of the due submission by the Customer – as payer (in discharging his relevant burden of proof) of all evidence regarding the fulfilment of the conditions giving rise to a refund request in this context, including the granting of any reasonable/relevant information which may be requested by the Bank as payment service provider from the Customer in this context and to this effect.

12. Refusal of payment orders

Where the Bank as payment service provider refuses to execute a payment order or to initiate a payment transaction, the refusal (and if possible the reasons for the refusal) and the procedure of rectifying any errors which led to the refusal shall be notified to the payment service user after such refusal in writing, by phone or by fax, unless this is prohibited by other national or Union legislation..

The Bank as payment service provider shall send or make available the notification to the Customer as payment service user at the earliest opportunity and, in any case, no later than the end of the day after the credit day or the time of reception of the payment order. The Customer as payment service user has already accepted that the Bank as payment service provider is entitled to impose a reasonable fee for such notification, if the refusal is objectively justified.

The Customer hereby acknowledges that in all events the Bank may refuse to execute a payment order (without being liable for such non-execution) where the conditions laid down in this contract are not met and in the case where no agreement reached on a request for an overdraft limit or exposure has been reached or where there are no adequate funds on the payment account or the payment instrument has been blocked or where the usage limit has been exceeded or where it has not been reasonably determined that the payment transaction is lawful or if the Bank considers that the beneficiary has not used the payment account or in order to prevent fraud.

Where all terms of the payer's framework contract are met, the Bank as account servicing payment service provider shall refuse to execute an authorized payment order regardless of whether the payment order was initiated by a payer or through a PISP or by a payee or through a payee, unless its execution is prohibited by other relevant national or Union legislation. In any case, a payment order for which execution has been refused by the Bank as payment service provider refuses is deemed not to have been received.

The Customer is notified and acknowledges that in cases where the Bank suspects fraud or security threats, the Bank may investigate and/or stop payments to and from the Customer's payment account and/or suspend or close the payment account(s). The Bank may also contact directly the Customer, via call back process, to re-confirm the payment instruction(s) prior to execution thereof.

The Customer is notified and acknowledges that in cases where the Bank suspects fraud or security threats, the Bank may investigate and/or stop payments to and from the Customer's payment account and/or suspend or close the payment account(s). The Bank may also contact directly the Customer, via call back process, to re-confirm the payment order(s) prior to execution.

It is agreed that all above as well as any failure of the Bank to contact the Customer based on the contact details he has provided the Bank with (including not reaching at all the Customer for example within a D+1 period, i.e. until the end of the next business day as from the time of receipt/date of payment order) could result in payments to and from the Customer's account being delayed and/or refused and thus not executed where the Customer agrees that the Bank has no liability for the delayed or non-executed payment order and no responsibility for any loss or damage that might be caused to the Customer thereof.

13. Irrevocability of payment orders – conditions under which orders may be revoked

1. The Customer as payment service user acknowledges that he cannot revoke a payment order if it is received by the Bank as the payer's payment service provider.
2. In case the payment transaction is initiated by a PISP or by the payee or through the payee, the Customer as payer cannot revoke the payment order after giving consent to the PISP to initiate the payment transaction or after giving consent to the payee to execute the payment transaction.
3. However, in the case of direct debits and without prejudice to refund rights, the Customer as payer may revoke payment orders no later than the end of the business day preceding the date agreed for debiting the funds.
4. Where the Customer as payment service user who initiated a payment order and the Bank as his payment service provider agree that the execution of a payment order shall start on a specific day or at the end of a specific period or on the day on which the payer would make funds available to the payment service provider, in which case the time of receipt of the payment order shall be deemed to be the agreed day (and if the agreed day is not a working day for the payment service provider, the payment instruction shall be deemed to be received

on the next business day) and the Customer as payment service user, may revoke a payment order at the latest until the end of the business day preceding the agreed day.

5. After the above time limits determined in paragraphs 1 through 4 above, the payment order may be revoked only with an agreement between the Customer as payment service user and the relevant payment service provider, whereas in the cases of paragraphs 2 and 3 above, the payee's agreement is required also.
6. The Customer acknowledges that the Bank can impose a charge in case of revocation which can be found on the Bank's service price table found in-branch and/or the Bank's website and/or the HSBC Phone Banking and HSBC Online Banking services.
7. Subject to the above points in time at which a payment order becomes irrevocable, the Customer as a payment service user declares, that he acknowledges that his consent/authorisation for a payment transaction or a series of payment transactions may be revoked in-branch or using the HSBC Phone Banking service talking to a Bank agent rather than the Interactive Voice Response System or in a manner indicated by the Bank, no later than the point in time at which the payment order becomes irrevocable, taking into account the applicable cut-off times, in order for the Bank to be able to take the necessary steps.

14. Liability for non-execution, defective or late execution of payment transactions

Without prejudice to certain cases (i.e. notification and rectification of unauthorized or erroneous payment transactions, payment orders executed in accordance with incorrect unique identifier provided by the payment service user and reasonable efforts of payment service providers to recover the funds involved in the payment transactions at issue, and payment transactions in case of unusual and unforeseeable circumstances beyond the control of the party pleading for the application thereof), where a payment transaction is initiated directly by the Customer as payer, the Bank as the payer's payment service provider shall be liable vis-à-vis the Customer as payer for the correct execution of the payment transaction, unless it can prove towards the Customer as payer and, where relevant, the payee's payment service provider, that the payee's payment service provider has received the amount of the payment transaction in accordance with term I.9 of this Part VII, in which case the payee's payment service provider shall be liable vis-à-vis the payee for the correct execution of the payment transaction.

Where the Bank as the payer's payment service provider is liable in the manner stated above, it shall refund without undue delay to the payer the amount of the non-executed or defective payment transaction, and where applicable, it shall restore the payment account to the state it would have been in if the defective payment transaction had not taken place. The credit value date for the payer's payment account shall be no later than the date on which the amount was debited.

Where the payee's payment service provider is liable in the manner stated above, it shall immediately place the amount of the payment transaction at the payee's disposal and, where applicable, it shall credit the corresponding amount to the payee's payment account. The credit value date for the payee's payment account shall be no later than the date on which the amount would have been value dated, had the transaction been correctly executed, in accordance with term I.9 of this Part VII.

Where a payment transaction is executed late, the payee's payment service provider shall ensure, upon the request of the payer's payment service provider acting on behalf of the payer, that the credit value date for the payee's payment account is no later than the date the amount would have been value dated had the transaction been correctly executed.

In the case of a non-executed or defectively executed payment transaction where the payment order is initiated by the Customer as payer, the Bank as the payer's payment service provider -shall upon request and regardless of any liability hereunder make immediate efforts - to trace the payment transaction, if so requested, and shall inform the Customer – as payer about the result. This shall be free of charge for the Customer – as payer.

Without prejudice to certain cases (i.e. notification and rectification of unauthorized or erroneous payment transactions, payment orders executed in accordance with incorrect unique identifier provided by the payment service user and reasonable efforts of payment service providers to recover the funds involved in the payment transactions at issue, and payment transactions in case of unusual and unforeseeable circumstances beyond the control of the party pleading for the application thereof), where a payment order is initiated through the payee, the payee's payment service provider shall be liable towards the payee for correct transmission of payment order to the payer's payment service provider. If the payee's payment service provider is liable in accordance with the foregoing points, it shall immediately re-transmit the payment instruction to the payer's payment service provider.

In the case of a late transmission of the payment order, the amount shall be value dated on the payee's payment account no later than the date the amount would have been value dated had the transaction been correctly executed.

Furthermore, without prejudice to certain cases (i.e. notification and rectification of unauthorized or erroneous payment transactions, payment orders executed in accordance with incorrect unique identifier provided by the payment service user and reasonable efforts of payment service providers to recover the funds involved in the payment transactions at issue, and payment transactions in case of unusual and unforeseeable circumstances beyond the control of the party pleading for the application thereof), the payee's payment service provider shall be liable to the payee for properly executing the payment order in accordance with its obligations relating to the value date and the availability of funds (as per term I.9 of this Part VII). When the payee's payment service provider is liable in the manner stated above, it shall ensure that the amount of the payment transaction is at the payee's disposal immediately after this amount is credited to the payment account of the payee's payment service provider. Such amount shall be value dated on the payee's payment account no later than the date the amount would have been value dated had the transaction been correctly executed.

In case of non-execution or defective execution of a payment transaction for which the payee's payment service provider is not liable in accordance with the above analysis, the Bank as the payer's payment service provider shall be liable to the payer. Where the Bank as payer's payment service provider is so liable then, it shall, as appropriate, and without undue delay, refund to the payer the amount of the non-executed or defectively executed payment transaction, and it shall restore the debited payment account to the state it would have been in if the erroneous payment transaction had not taken place. The credit value date for the payer's payment account shall be no later than the date the amount was debited.

The latter obligation shall not apply to the Bank as the payer's payment service provider where the Bank as the payer's payment service provider proves that the payee's payment service provider has received the amount of the payment transaction, even if execution of the payment transaction is merely delayed. If so, the payee's payment service provider shall value date the amount on the payee's payment account no later than the date the amount would have been value dated had the payment transaction been executed correctly.

Where the payment order is initiated by or through the payee and the payment transaction is not executed or is defectively executed, the payee's payment service provider shall, on request and

regardless of liability under this paragraph, make immediate efforts to trace the payment transaction and shall notify the payee about the result. This shall be free of charge for the payee.

Furthermore, the payment service providers shall be liable to their respective payment service users for any charges for which they are responsible and for any interest to which the payment service users are subject to as a result of non-execution or defective, including late execution of a payment transaction.

15. Liability in case of payment initiation services for non-execution, defective or late execution of payment transactions

Without prejudice to certain cases (i.e. notification and rectification of unauthorized or erroneous payment transactions, payment orders executed in accordance with incorrect unique identifier provided by the payment service user and reasonable efforts of payment service providers to recover the funds involved in the payment transactions at issue), where a payment order is initiated by the Customer as payer through a payment initiation service provider, the Bank as account servicing payment service provider shall refund to the Customer as payer the amount of the non-executed or defective payment transaction and, if appropriate, restore the debited payment account to the state in which it would have been had the defective payment transaction not taken place. This is subject to the following cases: where the payment service user did not report to the payment service provider without delay, in good time and appropriately that he had become aware of an unauthorized or erroneously executed payment transaction, where the exclusive unique identifier provided by the payment service user was erroneous and in the case of absence of liability due to unusual and unforeseeable circumstances which are beyond the control of the party invoking them.

The payment initiation service provider shall bear the burden of proving that the payment order was received by the payer's account servicing payment service provider in accordance with the provisions regarding the time of reception of payment instruction and that, within its sphere of competence, the payment transaction was authenticated, accurately recorded and not affected by a technical breakdown or other deficiency linked to the non-execution, defective or late execution of the transaction. Where the PISP is liable for the non-execution, defective or late execution of the payment transaction, it shall immediately compensate the Bank as account servicing payment service provider at its request for the losses incurred or sums paid as a result of the refund to the payer.

III. AMENDMENTS TO CONDITIONS OF THE FRAMEWORK CONTRACT

Without prejudice to the mentioned and agreed upon in term 1.6 of the Terms for immediate enforcement, the Customer declares and acknowledges that any amendment of the terms of the framework contract or in the information and conditions to be provided by the Bank as payment service provider to the Customer as payment service user in this context shall proposed notified by the Bank to the Customer in hard copy or any other durable medium, at least two (2) months before the proposed effective date and the Customer can either accept or reject such changes before the date of their proposed date of entry into force. If the Customer does not notify the Bank that he does not accept these amendments and the terms arising from the amendments before the ir proposed effective date, he shall be deemed to have accepted them – is equivalent to an acceptance of the amendments on his part.

In the event that the Customer rejects the amendments and the terms arising from the amendments, he has a right to terminate of the payment services framework contract without charge and with effect at any time until the date when the changes would have applied, subject to the following term on termination of framework contract and the closure of payment account(s). It is hereby agreed that changes in the interest rates or exchange rates may be applied immediately and without notice, provided that the changes are based on the reference interest rates or exchange rates that have

been agreed and information thereupon are available in-branch and on the Bank's website as well as the HSBC Phone Banking service (by talking to an agent rather than the Interactive Voice Response -IVR- system) and the HSBC Online Banking service. Changes in interest or exchange rates which are more favourable to the Customer may be applied without notice.

It is agreed that any addition of new payment services to the existing payment services as specified in the framework contract shall not be deemed to be a change in the conditions of the framework contract under this term and consequently it shall not require 2-months' notice for the new payment service to be valid.

The Customer's notification by the Bank regarding any changes in the conditions of the framework contract shall be made through a relevant notice in the Greek language or in the language agreed by the Customer each time, in hard copy or electronically, according to the mentioned in Part I of these Terms through the Bank's price list the contents of which the Customer must review regularly especially prior to any payment order or in statements sent out to the Customer or indirectly via notices in the mass media and/or posted in-branch and/or on the Bank's website and/or through the HSBC Online Banking service and/or any other medium suitable for this purpose, of the Bank's choice which is accepted by the Customer with these terms.

IV. RESCISSION/TERMINATION OF THE FRAMEWORK CONTRACT AND CLOSURE OF THE PAYMENT ACCOUNT

The framework contract is of indefinite time. If the Customer as payment services user does not accept the amendments to the framework contract within the set time frame he automatically terminates his general contractual relationship with the Bank. The Customer is also entitled to terminate at any time upon prior written notice of one (1) month the general contractual relationship with the Bank as well as any and all individual contracts related to payment services with a one month rescission deadline and without any charges, and closure of his account(s), by still paying any outstanding charges for this month, which the Bank shall deduct until the account is closed. Any charges shall be applied up and until the date on which the account closes. The Customer shall also return all payment instruments/identifiers (credit/debit card, token etc.) related to the account(s) as well as the unused cheque book pages and the cheque books. In case all above are not returned the Bank has no whatsoever responsibility towards the Customer in case cheques are presented after the closure of the account(s). The termination of the contractual relationship shall entail no execution of any transaction and that the Bank can return the proceeds in a manner relied at the Bank's discretion.

Furthermore, the Bank may terminate the framework contract and close the Customer's account(s) at any time when there is a serious ground within the meaning of term 15 of Part I of these Terms, in which case the Bank shall provide the Customer with notice about this matter after the account is closed so the Customer returns to the Bank every payment instruments/identifiers (credit/debit card/token, etc.) related to the account(s) as well as the unused cheques and the cheque books.. In case these are not returned the Bank has and shall have no whatsoever liability or responsibility towards the Customer in case cheque(s) appear for payment after the closing of the account. The termination of the contractual relationship shall entail that no transaction shall be executed and the proceeds will be returned in a manner chosen at the Bank's discretion. In all events, the Customer shall continue to be contractually obliged vis-à-vis the Bank to discharge all outstanding obligations relating to the account. Any charges shall be calculated until the date of the closure of the account(s).

In any other case, the Bank is entitled to terminate the framework contract at any time by giving two months' notice to the Customer before closing the account, by paying however any outstanding debits for that period, which the Bank shall deduct/debit until the account is closed, and all payment instruments/identifiers (credit/cash card, token) related to the account(s) are returned as well as the

unused chequebook pages and the cheque books Any debits shall be applied up until the date on which the account closes.

In case these are not returned the Bank has and shall have no whatsoever liability or responsibility towards the Customer in case cheque(s) appear for payment after the closing of the account.

The termination of the contractual relationship shall entail that no transaction shall be executed and the proceeds will be returned in a manner chosen at the Bank's discretion.

The charges for the provision of payment services levied on a regular basis shall be payable by the Customer as payment service user only proportionally to the time up to the termination of the contract. If the charges are paid in advance they shall be returned proportionally.

V. GENERAL PROVISIONS OF THE FRAMEWORK CONTRACT

1. Absence of Liability

No liability shall arise under the terms relating to authorization and the execution of payment transaction in cases of abnormal and unforeseeable circumstances beyond the control of the party pleading for the application of those circumstances, the consequences of which would have been unavoidable despite all efforts to the contrary or where the Bank as payment service provider is bound by other legal obligations covered by national or Union legislation.

2. Assignment

Only the Bank shall be entitled to assign or transfer its rights and obligations under the Terms, the individual banking contracts and the payment services framework contract to any third party, without the counterparty's consent, unless the Bank continues to manage the Customer's relationships.

1. Data protection

The Customer can be at all times informed in respect to the processing of his personal data and information in accordance with the EU Regulation 2016/679 and any relevant implementing local law kept with the Bank, by the Privacy Notice of the Bank, as in force which is easily available at its public website and branches, as it explains what information are collected, how that information are used, with whom it will be shared, the circumstances when it is shared and what steps are taken to make sure it stays private and secure and the data subjects' rights and that in all cases the Privacy Notice should be read carefully.

It is further acknowledged that payment service providers shall only access, process and retain personal data necessary for the provision of their payment services, with the explicit consent of the payment service user.

In view of this, the Customer as payment service user, through his signature thereof and/or the acceptance of these terms and the Terms (regardless of whether it is used together with the other terms or separately), grants his explicit consent to the Bank as payment service provider for collection and processing to the extent applicable, of his data and/or data relating to persons related to him and to the payment order and transaction itself, for the processing purposes relating to the fulfillment of the relevant services and the discharge of any legal obligations referred to in the data protection laws and arising from applicable laws, which (processing) shall also entail cases of data processing lying in providing by the Bank of access to certain information of the Customer's payment account to Third Party Providers, explicitly authorized thereto by the Customer, for the purpose of rendering payment initiation services and account information services to the Customer and addressing by the Bank of requests of payment service providers issuing card-based payment instruments explicitly authorized by the Customer thereto regarding the confirmation on availability of funds on the Customer's accounts for the execution of initiated card-based payment transactions.

Withdrawal of such a consent shall be made by closing the account(s). In case of withdrawal, the Bank shall cease to use the data of the Customer for this purpose but may continue to process the Customer's data for other purposes.

4. Alternative dispute resolution (ADR) procedures for the settlement of disputes – Law – Jurisdiction – Language

The Customer as payment service user is entitled to submit to the General Secretariat of Commerce and Consumer Protection complaints relating to any alleged infringements of the Bank's obligations as payment service provider to the extent provided under the Law 4537/2018 (i.e. any alleged infringements of Articles 38-103 law 4537/2018 on transparency conditions and information requirements for payment services as well as on any rights or obligations in respect of the provision and use of payment services -except for Articles 68(6), 94-96 Law 4537/2018- and the relevant terms of this framework contract), whereas for out-of-court resolution of disputes which arise between the Customer as payment service user and the Bank as payment service provider, the Customer may have recourse to competent Alternative Dispute Resolution (ADR) bodies, including the Independent Authority Consumer's Ombudsman and the Hellenic Ombudsman for Banking Investment Services registered in the ADR registry. For further information you may visit the official websites of the Bank and of those bodies.

Furthermore, the Bank as payment service provider has established and applies a complaint resolution procedure for the adequate and effective settlement of any complaints of Customers as payment service users concerning the transparency of conditions and information requirements governing payment services and the rights and obligations in relation to the provision and use of payment services, and the Customer is entitled to file a complaint to the Bank in writing or on another durable medium in branch or electronically through the Bank's website www.hsbc.gr.

The Bank shall make every possible effort to reply, on paper or, if agreed between payment service provider and payment service user, on another durable medium, to the Customer's complaint, in a manner addressing all the points raised in the complaints by the Customer as payment service user, as soon as possible and at the latest within fifteen (15) business days of receipt of the complaint. In exceptional situations, if the answer cannot be given within fifteen (15) business days for reasons beyond the control of the Bank, the Bank will send a holding reply to the Customer, clearly indicating the reasons for the delay in answering to the complaint and specifying the deadline by which the Customer will receive the final reply. In any event, the deadline for the Customer to receive the final reply shall not exceed thirty-five (35) working days.

The Bank as payment service provider shall, at all times, ensure that information with respect to consumer rights regarding payment services (including any relevant electronic leaflet to be prepared by the Commission at an EU level) shall be made readily available in an easily accessible manner on the Bank's website, and on paper at its branches, its agents and the entities to which its activities may be outsourced.

The terms of this payment services framework contract in conjunction with those of the individual banking contracts which govern the provision and use of payment instruments shall be governed by Greek law. The local courts competent for the purpose of interpreting these terms and resolving any dispute which derives from the terms of this contract and the special terms in individual contracts are, as the parties have agreed, the courts of the Municipality of, Prefecture of If the previous indent is not filled out, the competent local courts for the purpose of interpreting these terms and resolving any dispute which derives from the terms of this contract and the terms in individual contracts on the provision and use of payment instruments are the competent courts of Athens.

The language governing the overall relationship between the Bank as payment service provider and the Customer as payment service user, including any documentation (such as the framework contract), communication and information exchanged in this context, shall be the Greek or any other language which may be agreed between the Bank as payment service provider and the Customer as payment service user from time to time.

PART VIII

TERMS FOR THE PROVISION OF INVESTMENT SERVICES TO RETAIL CUSTOMERS

1. HSBC FRANCE

- 1.1 HSBC France (also referred as the “Bank”) a company incorporated under the laws of France as a société anonyme (SIREN number 775 670 284 RCS Paris), having its registered office at 103, avenue des Champs-Élysées, 75008 Paris, France (“HSBC France”) is lawfully established in Greece as a branch (“HSBC France, Greek Branch”), duly registered with the General Commercial Registry (GEMI), with registered office at 109-111 Messoghion Ave., Athens. HSBC France, Greek Branch is authorized by the European Central Bank (ECB), the French Prudential Supervisory and Resolution Authority (l’Autorité de Contrôle Prudentiel et de Résolution 61 rue Taitbout, 75436 Paris) (“ACPR”) and the Bank of Greece; its banking activities in Greece are further subject to limited supervision by the Bank of Greece (21 Eleftheriou Venizelou, Athens) and the Hellenic Capital Market Commission (1 Kolokotroni, Athens) exclusively with regard to the issues provided for by the applicable legislation.
- 1.2. HSBC France is based in Paris and supervised by the ECB, as part of the Single Supervisory Mechanism (SSM), the ACPR as the French National Competent Authority and the French Financial Markets Authority (l’Autorité des Marchés Financiers (AMF) for the activities carried out over financial instruments or in financial markets. Further, HSBC France is registered as an insurance broker with the French Organisation for the Registration of financial intermediaries (Organisme pour le Registre unique des Intermédiaires en Assurance, banque et finance – www.orias.fr) under nr.07005894.
- 1.3 HSBC France is a member of the HSBC Group, whose ultimate parent company is HSBC Holdings plc which has been established in accordance with the laws of the United Kingdom (HSBC Holdings plc, the Bank and all Greek or international subsidiaries or affiliates shall hereinafter be referred to as the ‘HSBC Group’).

2. General

- 2.1 Unless the content leads to other conclusions, the words and phrases defined in the Law and/or the HCMC regulations shall have the same meaning when used in this Agreement. Law means especially the Directive 2014/65 of the European Parliament and of the Council, the Greek Law 4514/2018 incorporating this, the applicable at any time decisions and acts of the Hellenic Market Commission, the Regulation (EE) 600/2014 of the European Parliament and of the Council, the Commission Delegated Regulation (EE) 2017/565 of 25 April 2016 supplementing the Directive 2014/65 of the European Parliament and of the Council and in general all the applicable regulations for Regulated Markets.
- 2.2 The terms and conditions under which the Bank provides investment services and affects the Customer’s (for the purposes of this section of the Terms you shall be referred to as the Customer or you, yours) legal position are determined herein. Therefore, it is to your benefit to read them carefully before accepting them. After their acceptance, these transaction terms shall constitute a legally binding agreement between the Bank and you, which shall be implemented in any financial instrument investments executed by the Bank with you, according to these terms. We shall consider that you have accepted these transaction terms either by signing them or even without signing them, if you make a transaction with our Bank for investments in financial instruments after their receipt.

- 2.3 You warrant that you have all the necessary permits and consents that allow you to enter transactions according to these terms.
- 2.4 You acknowledge that you were not based or tempted to accept these terms by any statement or attendance except those explicitly presented in these terms.
- 2.5 **Identification of Customers:** The Bank shall treat you as a retail Customer. You are entitled to ask for a change of your classification, which the Bank may accept under the conditions of the Law. Therefore retail Customers are allowed to waive of the protection of the retail Customer following the procedure provided by Schedule II paragraph II of Law 4514/2018 which provides the following: (a) they must state in writing to the Bank that they wish to be treated as professional clients, either generally or in respect of a particular investment service or transaction, or type of transaction or product, (b) the Bank must give them a clear written warning of the protections and investor compensation rights they may lose, (c) they must state in writing, in a separate document from the contract, that they are aware of the consequences of losing such protections. Before (the Bank) deciding to accept any request for waiver, the Bank must be required to take all reasonable steps to ensure that the Customer requesting to be treated as a professional client meets as a minimum, two of the following criteria provided by the Law, being: (i) the Customer has carried out transactions, in significant size, on the relevant market at an average frequency of 10 per quarter over the previous four quarters, (ii) the size of the Customer's financial instrument portfolio, defined as including cash deposits and financial instruments exceeds EUR 500 000 and (iii) the Customer works or has worked in the financial sector for at least one year in a professional position, which requires knowledge of the transactions or services envisaged.

3. SERVICES

- 3.1 The Bank may, pursuant to these terms, agree to provide the following services:
- (a) to negotiate and carry out transactions related to:
- Mutual Funds and Collective Investments of HSBC, such as indicatively HSBC Global Investment Funds, HSBC Select Funds and HSBC Portfolios – World Selection.
 - Mutual Funds and Collective Investments of third parties, selected by HSBC Global Fund Approvals & Research Team– e.g. BlackRock, Schroders, JP Morgan Asset management, PIMCO, Franklin Templeton, Legg Mason etc.
 - Bonds: of the Greek Government & the European Investment Bank and other, in each case, state or corporate bonds
 - Complex products through HSBC Global Markets
- An updated list of products for which the Banks may negotiate and carry transaction is available online at the following website www.hsbc.gr.
- (b) when the Bank explicitly agrees (but not in any other case), Investment Advice for Financial Instrument Investments, and
- (c) other products/services which you may agree with the Bank from time to time.
- 3.2 The Customer undertakes the obligation to provide to the Bank when it requires all the information related to his knowledge and experience in the investment sector related to the Financial Instruments or service offered or required, in order to enable the Bank to assess whether or not the Financial Instrument or service is compatible for the Customer. The Customer is obliged to immediately notify the Bank in case any of the above information is modified in any way. When the Bank based on the information provided assess that the Financial Instrument or service is not compatible for the Customer is obliged to warn him accordingly in writing or through a durable medium. When the Bank explicitly agrees to provide Investment Advice according to paragraph 3.1 and under the condition that it shall receive the

appropriate information, which is presented in paragraph 3.3 below, the Bank shall take reasonable measures in order to ensure that any suggestion for an Investment or financial instrument service, is suitable for you. The Bank shall make a suggestion for an Investment or financial instrument service upon your request and according to your instructions, otherwise it shall not be responsible for managing the portfolio of your investments or providing general investment advice. The information provided by the Bank during the promotion or sale of investment products are not considered investment advice. You acknowledge that the Bank provides Investment Advice on a NON-independent basis (namely meaning that the Bank may suggest a specific / limited amount of investment products issued by a specific / limited amount of issuers, including entities of HSBC Group or proposed by the appropriate HSBC Group units, such as HSBC Global Fund Approvals & Research Team). Moreover, you acknowledge that the Bank may offer Investment Advice on a specific / limited amount and on a specific / limited type of investment products.

- 3.3 When the Bank explicitly agrees to provide Investment Advice according to paragraph 3.1, you undertake the responsibility of providing to the Bank all the information requested regarding your financial situation, your risk tolerance and compatible product profile, the targets of the investment and your knowledge and experience regarding financial instrument investments or the services that are provided or requested, in order to allow the Bank to make a recommendation which is suitable for you. This information may include, where relevant:
- information on the duration for which you want to maintain the investment, your preferences regarding risk and your risk tolerance, your profile regarding risk and the purpose of your investment σας,
 - information on the source and the size of your regular income, your assets (including cash assets, investments and real estate) and your usual economic obligations and
 - information on the types of services, transactions and investments which you are aware of, the nature, size and frequency of your transactions and the period during which they were made, as well as the level of your education, your current profession or prior profession.
- 3.4 When the Bank provides services outside Investment Advice according to paragraph 3.1 and under the condition that it shall receive the information is presented below in paragraph 3.5, the Bank, where required by Law and/or the HCMC regulations, shall evaluate whether the investment or the financial instruments service is compatible with you. If you do not provide the information presented below in paragraph 3.5, or you provide inadequate information, please note that the Bank shall not be capable of determining whether the Investment or the financial instruments service is suitable for you and for this reason the specific service shall be treated as execution only following your own initiative and you shall bury all risks. The Bank shall notify such to you in written by submitting to you a related written warning.
- 3.5 You undertake the responsibility of providing upon request to the Bank all the information related to your knowledge and experience in the investment sector related to the Investment or the financial instrument service that is offered or required, in order to allow the Bank to evaluate whether the Investment or service is suitable for you. This information may include, where relevant, the information described above in paragraph 3.3.
- 3.6 You undertake to notify the Bank if any of the information provided, according to paragraph 3.3. or paragraph 3.5 above, changes in any way. You acknowledge that if you do not promptly provide all information requested by the Bank under clauses 3.3. to 3.5, the Bank may deny execution of any order (even in cases of 'execution only' services) and you accept any associated risk, cost or damage.
- 3.7 Any money kept for you by the Bank, shall be kept by the Bank under its capacity as a credit institution, and not as a custodian. Your money shall be kept in one or more accounts in your name and shall be treated in the same way as any money deposited to our bank.

- 3.8 We shall ensure that all your investments are registered in your name, unless we act as custodians on your behalf and in this case your assets may be registered at a third party in our name but on your behalf. In the aforementioned cases, the Customer's assets shall be distinguished from the bank's assets.
- 3.9 We shall send all the documents that confirm the ownership of your investments at the soonest possible after their receipt. If a number of documents are related to a series of transactions, we shall keep each document until the transactions are completed and we shall then send them to you. All documents shall be sent to you via mail at your own risk.
- 3.10 The Bank, by rendering custody services, undertakes to make every endeavor for the prompt and valid communication in relation to any corporate actions (including any events related to redemption, payment of coupons, merger, other offers or capital restructuring and the exercise of subscription and conversion or claims as well as subscription limitations) relevant to the securities under the Bank's custody, given that the latter is available by the custodian of the Bank. I/We acknowledge that beyond the Bank's obligation to communicate this information, the Bank is not liable for any advice on any further actions for the lawful exercise of the Customer's rights, indicatively for claims in case of bankruptcy of the issuer of the titles/securities and that the Customer must seek independent legal and/or tax advice. Finally, in case the relevant corporate events are not concluded through the Bank's custodian and the Customer has been communicated accordingly, any actions will be undertaken by the Customer independently, without the Bank's contribution to the procedure.
- 3.11 In case of a joint account, anyone from the holders/beneficiaries who are capable to perform legal acts will have the right to provide the Bank with mandates for the purchase or sale/redemption of financial instruments. You acknowledge that in these cases the registration of the financial instrument acquired in the name of all beneficiaries might not to be always legally feasible. Any required suitability or appropriateness review shall be made in respect to that beneficiary/holder who each time provides the mandate. You acknowledge that all mandates provided as aforementioned are valid and binding for all beneficiaries/holders. The Banks shall only accept mandates for the purchase or sale/redemption of financial instruments given individually by a holder/beneficiary of the joint account and shall not accept such orders given by a third party under a power of attorney or other agency relation.
- 3.12 The Bank has employed appropriate internal procedures to ensure that it acquires adequate information about the designed target market for each of the financial instruments sold to its Customers. The Bank for every Financial Instrument or service offered to its Customers must determine the target market for the respective Financial Instrument and the related Financial Instrument, based on the information provided by the manufacturer, and must have adequate product monitoring arrangements in place to ensure that the products and the services offered are compatible with the needs, characteristics and objectives of any identified target market. In this context, the Bank informs you that in order to ensure that the products and the services offered are compatible with the needs, characteristics and objectives of any identified target market, the assessment of the following parameters is required: Identification of Customer (retail, professional, eligible counter party), knowledge and experience, financial status with a particular focus for the capacity to sustain losses, risk tolerance and compatible product profile, investment objectives and Customer's needs. The provisions stated above in this paragraph shall not apply to any services rendered by the Bank if the services are to be treated as execution only, following your own initiative for which you shall bear all risks.

4. BEST EXECUTION OF INSTRUCTIONS

- 4.1 The only duties of the Bank towards you according to the Best Execution are those stipulated by the Law and/or all applicable regulations and any other duties are explicitly excluded.

4.2 When executing instructions for Investments in Financial Instruments, or when giving or receiving and forwarding instructions to other parties (including any company outside the HSBC Group) for execution on your behalf, the Bank shall take all sufficient measures to obtain best possible results to achieve Best Execution according to the Law and/or all applicable regulations.

- 4.3 To obtain the best possible result when executing client orders, the bank takes the following factors into account:
- The total cost settled following order execution (price of the financial instrument in question, execution-related costs including commissions, execution venue fees, clearing and settlement fees along with other fees that may be paid to third parties involved in order execution)
 - The price at which the order could be executed
 - The speed and likelihood of execution and of order clearing and settlement
 - Order size and type
 - Or all other considerations relating to the order's execution.

To determine the importance of the above factors, the Bank takes into consideration criteria such as the following:

- The total cost that takes precedence for non-professional clients
- The properties of the orders received
- The properties of the client
- The properties of the financial instruments that are the subject matter of the particular order.

4.4 Except for the above, we shall also take into consideration other criteria such as the type of the Customer's instruction, the financial instruments that are subject to the instruction in question and the places of execution where the Customer's instruction may be addressed.

4.5 When acting as market maker, regarding the purchase and/or settlement of collective investment shares, the procedures that are indicated by the prospectus shall be implemented for achieving optimum procedures.

4.6 When you provide a specific instruction as regards the method of execution of your instruction, we shall try where possible to follow it. However, we note that when asked to act based on your specific instructions, we may not execute your instruction if it is not in agreement with our Bank's Execution Policy. If the Customer provides a specific instruction, it shall be deemed that we discharged our obligation to take all reasonable measures in order to achieve the Best Execution of his instruction, but as regards the aspects of the execution that are not covered by the specific directive, we shall proceed with the execution of the instruction according to our Execution Policy.

4.7 We shall regularly check the effectiveness of our procedures in order to ensure the Optimum Execution of the Customer's Instructions on a systematic basis but in the event that the Customer has questions regarding the procedures of HSBC Greece, then he must address the Relationship Manager at the Bank.

4.8 We reserve the right to amend our policy where this is necessary. We shall re-examine this policy at least on an annual basis. Where any substantial change is made to this policy, including changes to the list of the execution locations, we shall inform you correspondingly. The detailed provisions of our applicable at a given time best execution policy is available through our website at www.hsbc.gr.

4.9 A list of the execution locations we especially count on follows, because we believe that they will provide you with the best prospects for the optimum possible result on a fixed basis. This list is not complete and we may at times use other locations of execution and under the condition of your prior explicit consent, the Bank shall execute instructions outside the organized market or Multilateral Trading Facilities.

| Financial Instruments | Execution Venues |
|--------------------------------|--|
| European / International bonds | Bloomberg MTF through HSBC Global Markets |
| UCITS Mutual Funds | Corresponding Fund Management Company designated execution venue |
| Structured Deposits | <ol style="list-style-type: none"> 1. HSBC Global Markets 2. Special Market Makers as defined by applicable terms & conditions |

5. THE HSBC POLICY ON CONFLICTS OF INTEREST

- 5.1 A Conflict of Interest (“Conflict”) is a situation or arrangement where HSBC Group, or a company with which it has an association, (“HSBC”) and/or any of its employees is subject to multiple influences, the competition of which might adversely affect decision-making or outcomes in the course of conducting business. A Conflict can be due to the competition of legitimate influences (such as acting for multiple clients), or the presence of harmful ones (such as personal gain).

Because it provides a wide range of services, HSBC may from time to time have interests that conflict with its clients’ interests or with the duties that it owes to its clients.

Conflicts can arise between:

1. One client and another (client versus client);
2. HSBC and a client (HSBC versus client);
3. An employee and a client (employee versus client);
4. An employee and HSBC (employee versus HSBC); and/or
5. One part of HSBC and another (HSBC versus HSBC).

HSBC has established policies and procedures that are designed to identify, and prevent or manage Conflicts. Conflicts policies are reviewed at least annually. These policies and procedures include arrangements to safeguard the interests of clients.

- 5.2 HSBC’s organizational structures are designed so that behavior that could lead to Conflicts is not incentivized or rewarded. Where necessary, HSBC restricts the flow of information to certain employees in order to protect its clients’ interests.

HSBC has procedures in place to:

- Identify all types of potential Conflicts that could reasonably arise in the context of its activities;
- Maintain registers of all potential Conflicts identified;
- Prevent or manage Conflicts on an ongoing basis;
- Disclose Conflicts where appropriate; and
- Maintain evidence of all occurrences of Conflicts that cannot be managed.

- 5.3 Each of HSBC’s Global Businesses is required to consider the types of potential Conflict relevant to the specific services and activities they carry out. For example, potential Conflicts are considered when:

- Developing a new product;
- Establishing or amending any cross-referral, revenue sharing or joint venture arrangements; or

- Transferring businesses, activities or operations (or parts thereof) to another part of the Group.

When potential Conflicts involve clients, the assessment also takes into account whether the Group and/or any employee:

- Is likely to make a financial gain or avoid a financial loss at the expense of any client;
- Has an interest in the outcome of a service provided to a client, or of a transaction carried out on behalf of the client, which is distinct from the client's interest in that outcome;
- Has a financial or other incentive to favor the interest of one client (or group of clients) over another;
- Carries on the same business as the client; and/or
- Receives or will receive an inducement in relation to a service provided to the client from a person other than the client.

HSBC maintains internal registers, documenting and evaluating all identified potential Conflicts. These registers also record the controls in place to prevent or manage each type of Conflict, and are subject to regular oversight and review by HSBC senior management.

- 5.4 HSBC structures the remuneration, deployment and management of employees in a way that minimizes Conflicts. Conflicts clearing procedures ensure that, where necessary, potential Conflicts are escalated and managed before HSBC is committed to a transaction. In some cases, HSBC will consider declining to act for one of more clients. For example, if:

- A Conflict is too great;
- Confidentiality obligations prevent adequate disclosure (see Disclosure, below); and/or
- Informed consent cannot be obtained, or is an insufficient control to manage a Conflict.

A dedicated Conflicts Management Office, reporting to the Regulatory Compliance department, is the point of escalation for significant Conflicts, and resolution of cross-business Conflicts brought to its attention. Written reports on the services and activities reflected in the Registers of Conflicts are presented to senior management of the Group at least annually.

- 5.5 HSBC may make general disclosures to clients about certain types of potential Conflicts, explaining how such Conflicts are managed (for example, through separation of businesses or measures to prevent unauthorized sharing of confidential information) to mitigate the risk of damage to clients' interests. However, where HSBC has used all reasonable efforts to prevent or manage a Conflict, but the risk of damage to a client interests remains, a specific disclosure about the presence of a Conflict will be made to the client. Specific disclosures will be made prior to the conclusion of a contract, in a durable medium, and include sufficient detail, taking into account the nature of the client, to enable that client to take an informed decision. At times, a duty of confidentiality to one client might limit the disclosures that can be made to another.
- 5.6 HSBC requires its employees to apply good judgment and act with integrity, taking all appropriate steps to:
1. Avoid personal Conflicts (for example, in their personal account dealings); and
 2. Proactively escalate personal Conflicts that do arise.

No employee is permitted to advise a client on any matter in which they have a personal interest, nor take commercial decisions on behalf of the Group if those decisions are connected to their personal or external business affairs until steps have been taken to satisfactorily manage the Conflict.

6. CONFIRMATIONS

The Bank shall send to you or shall arrange to have sent, related to each transaction made for you or on your behalf, a transaction confirmation that confirms the execution of the order and includes details of the transaction. Where possible, the transaction confirmation shall include the costs related to the transaction and the services provided on your behalf by the Bank. The confirmations shall be final (with the exception of a clearly visible error) if you do not raise, immediately and in writing, objections related to them to the Bank and presumed to have received and accepted the confirmations, but counterevidence may always be submitted. The Bank shall provide, upon request, information on the status of any order given by you or on your behalf. Whenever the Bank holds Financial Instruments on behalf of the Customer and/or his money shall provide to the Customer on a quarterly basis a statement of his financial position and means through a durable medium.

7. TELEPHONE CONVERSATION RECORDING AND MONITORING OF COMMUNICATIONS

In case the mandates of the Customer for investment services are provided to the Bank via telephone it is clarified that the recording of the conversations in relation to the investment services is mandatory by virtue of the law. The Customer acknowledges that all inbound and outbound calls are recorded. Moreover, prior to the commencement of the telephone conversation the Bank notifies the Customer on the fact that the call will be recorded to the aim of having evidence of the specific communication/transaction and that the relevant data will be kept for a period of five (5) years (for a Customer's demand) and up to seven (7) years in accordance with the provisions of the article 76 of the delegated regulation (EE) of 25 April 2016 of the Commission supplementing the Directive 2014/65 of the European Parliament and the Council as regards organisational requirements and operating conditions for investment firms and defined terms for the purposes of that Directive. The Customer may ask for a copy of a recording. The Bank may act upon telephone instructions, before receiving any confirmation documents and the telephone conversation files shall be final proof of such instructions. The Bank's files are and shall remain its exclusive property.

8. COSTS AND CHARGES - INDUCEMENTS

- 8.1 The Bank will provide information about the costs and the relevant charges that will burden you according to the terms of Works of the Investments in financial instruments referred to in this Agreement, including the relevant fees, commissions, charges, expenses and taxes payable to the Bank or third parties ('Charges').
- 8.2 You shall pay upon request to the Bank such charges you are burdened with according to the terms of transactions for the Investments in Financial instruments they refer to.
- 8.3 You may also have to pay taxes owed by you for Investments in Financial Instruments according to these terms.
- 8.4 **INDUCEMENTS. Inducement:** means any fee or commission that may be collected or paid, as well as any non-monetary benefit that may be provided or received by the Bank/HSBC Group, to or from any party, other than the Customer or any party acting on behalf of the Customer, related to the provision of investment or ancillary service, provided that (a) it has been designed for the improvement of the quality of the service to the Client and (b) does not impede the Bank's compliance with its obligation to act in an honest, impartial and professional manner, in accordance with Customer's interests. Any Inducement must not directly benefit the Bank, its shareholders or employees without tangible benefit to the related Customer and any Inducement must be justified by the provision of an on-going benefit to the Customer in relation to an on-going Inducement.

The Bank may pay or receive fees, commissions or non-monetary debts to and from a company of the HSBC Group or any third party, where this is allowed by Law and/or HCMC regulations. The Bank has employed appropriate internal procedures to ensure that in any case -and in particular in cases of provision of Investment Advice- the Bank does not receive fees, commissions or any other benefits not permitted by the Law i.e. if the provision of the related

services to the Customer is biased or distorted as a result of the fee, the commission or the non monetary benefit. The Bank may accept payment of commissions and other benefits from third parties to the extent that receipt of such commissions or benefits does not affect the interests of its Customers, whilst it ensures that said commissions or benefits are given for the enhancement of the quality of the services provided.

The Bank shall hold evidence that any Inducement is designed to enhance the quality of the relevant service to the Customer. More specifically the Bank when providing its services (a) is keeping an internal list of Inducements received by the Bank from a third party in relation to the provision of investment or ancillary services; and (b) is recording how the Inducements received by the Bank, or that it intends to use, enhance the quality of the services provided to the relevant Customer and the steps taken in order not to impair the Bank's duty to act honestly, fairly and professionally in accordance with the best interests of the Customer. The Bank prior to the provision of the relevant investment or ancillary service, shall disclose to the Customer information on the Inducement concerned and specifically on its existence, nature and its amount or where the amount cannot be ascertained, the method of calculating that amount, in a manner that is comprehensive, accurate and understandable. All others non monetary benefits received or paid to the Bank are invoiced and notified separately to the Customer. Where the Bank was unable to ascertain on an ex-ante basis the amount of any Inducement, and instead disclosed to the client the method of calculating that amount, the Bank shall also provide its Customer with information of the exact amount of the Inducement on an ex-post basis. The Bank shall inform its Customers on an individual basis at least once a year about the actual amount of the ongoing Inducements received or paid. Minor non-monetary benefits may be described in a generic way.

- 8.5 Without prejudice to the information provided on Charges prior to the execution of orders, the Bank shall also provide you with a detailed list of all Charges applicable for all investments transactions on an annual basis or on shorter period of time. Accordingly the Bank shall provide to its Customer full information for all the costs and charges and for the provided services and for all financial instruments (the total costs and charges are added and expressed both as a monetary amount and as a percentage) and if the Customer so requires further analysis of the cost is provided to him.

9. COMPLAINTS AND COMPENSATION PROCEDURES

- 9.1 If you have any complaint on the quality of the services offered by the Bank according to these terms, you may address your usual contact at the Bank or write a letter at any Bank branch. Your complaint shall be addressed according to Bank Procedures. If you are not able to resolve your complaints, you are entitled to refer to the Banking Ombudsman. Copies of the Prospectus and the Complaint Form issued by the Ombudsman are available for your own use, if you wish, in all Bank Branches.
- 9.2 Because the Bank is a member of the French Investor Guarantee Scheme you are entitled to claim compensation through French Investor Guarantee Scheme of the Fonds de Garantie des Dépôts et de Résolution (FGDR) - and not by the Hellenic Deposit & Investment Guarantee Fund - for any losses incurred by any breach of obligations which are owed to you according to the supervisory system. The FGDR pays compensation only when the French prudential and resolution supervisory authority (l'Autorité de Contrôle Prudentiel et de résolution) determines that the related investment service provider is no longer able to return to its Customers the financial instruments it is holding on their behalf. The FGDR pays a compensation based on the market value as of the date of unavailability of the related financial instruments up to a maximum of €70,000 (as at the date of issue of the present General Terms and Conditions) per investor and per investment services provider. Further information about the French Investor Guarantee Scheme can be obtained from FGDR official website at www.garantiedesdepots.fr.

10. DISSOLUTION

- 10.1 Unless imposed by Law and/or the HCMC regulations, contractual relations regulated by these terms may be dissolved by any party via written termination notice to the other party, which incurs its legal results, unless otherwise specified in the termination notice, upon its receipt by the party it is addressed to, under the condition that any pending transactions shall be settled and any charges or any other fees, expenses or any incurred amounts shall be paid to the Bank (including any further expenses made relating to this dissolution) and under the further condition that this dissolution shall not affect:
- a) any further guarantees or compensations given or owed by you according to these terms, each one of them maintained after the dissolution, and
 - b) any other legal rights or obligations arising before or after the dissolution.
- 10.2 After the dissolution of your relationship with the Bank, all monetary amounts payable by you to the Bank shall become immediately due and payable. These are:
- a) all pending fees, charges and commissions;
 - b) any transactions expenses arising from the dissolution of the relationship;
 - c) any losses and expenses arising from the cease of any transactions or settlements or the completion of any pending obligations made on your behalf by us;
 - d) any other amounts which are due and payable by you but which have not been paid.
- 10.3 The termination shall not affect the pending rights and obligations and transactions which shall continue to be governed by these terms and the specific clauses agreed between us with regard to these transactions, until all obligations are fully discharged.

11. YOUR OBLIGATIONS

- 11.1 You shall pay, upon request, interest to the Bank on any debit balance of any of your accounts and on any other amounts due to the Bank from the date these become payable until full payment is made, at a rate which the Bank will determine from time to time or shall agree with you.
- 11.2 Any debt or obligation to the Bank shall be due and payable upon request, unless there is written consent by the Bank specifying otherwise.
- 11.3 Of there is any unjustified delay in a settlement, the Bank reserves the right, if it finds it reasonable, to close the entire or part of the pending position. In case of non timely payment of the owed amounts or non timely delivery of Financial Instruments and in any case that the Customer fails to deliver instructions for clearance or non proper instructions to the Bank and as a result the Bank clears the transaction using its own means, then the Bank is entitled to withhold any amounts in cash or Financial Instruments or any other property of the Customer in any way. The Bank is also entitled to sell or in any other way put in auction or instruct on behalf of the client Financial Instruments belonging to the Customer or under his custody or control for any reason to be sold or auctioned and by the product of such sale to cover part or the whole of its claims, without giving a prior warning to the Customer, due to his specific and irrevocable permission granted hereunder in accordance with article 223 and 726 of the Civil Code and to net all its claims against the Customer with the claims of the Customer against the Bank.
- 11.4 By signing these terms you declare and commit to the Bank expressly and unreservedly towards the Bank that you have met – and will continue to meet – during the whole duration of your contractual relationship with the Bank, your tax obligations in whichever country these occur and acknowledge that the Bank will meet any related reporting or withholding obligations in accordance with applicable legal and regulatory considerations. You expressly and

unreservedly acknowledge that you are solely responsible for discharging your duty with regards to all relevant taxes, including, but without limitation, the filing and payment of income taxes, wealth taxes and estate taxes. The holding of your account and/or assets on your account, as well as income, gains and operations realized on your account may expose you to tax consequences depending on a number of factors including, but not limited to your domicile, your place of residence, your citizenship or the type of assets you hold. In this respect, some countries may have tax legislation with extra-territorial effect impacting you regardless his/her place of domicile or residence. The Bank does not provide any legal or tax advice. You therefore are advised to seek legal and/or tax advice from an independent legal and/or tax adviser. You acknowledge and agree that the Bank has no responsibility in this respect.

12. THE BANK'S OBLIGATIONS

- 12.1 Given that the purchases of Investments in financial instruments are subject to unforeseeable fluctuations, the Bank cannot guarantee any specific result. Therefore, neither the Bank or any director, executive, employee or agent shall be liable for erroneous decisions made in good faith, or for actions or omissions during services provided under these terms and the Bank or any director, executive, employee or agent shall be liable for errors, actions or omissions or non-fulfilment that arise from negligence, fraudulent breach, fraud or bad faith.
- 12.2 You shall accept to verify and confirm anything the Bank may do or appear to do for the good provision of its services under these terms and indemnify the Bank for any losses, costs and demands that may directly or indirectly arise for the provision of these services, except for those cases when the liability arises directly due to negligence, fraud or bad faith of any director, executive, employee or agent of the Bank. However, nothing in this clause shall exempt or restrict:
- a) any Bank obligation towards you according to the Law and/or the HCMC rules;
 - b) any duty or obligation which the Bank might have according to the Law and/or the HCMC regulations or any amendment thereof with regard to the violation of such an obligation; or
 - c) any other duty or obligation unless reasonable.

13. ELECTRONIC SERVICES

- 13.1 The Bank will provide the Electronic Services which the Bank may have agreed to provide from time to time. The provision of such Electronic Services will be subject to these terms as well as the terms that are applicable for such Electronic Services which the Bank shall provide.

14. CONFIDENTIALITY AND DATA PROTECTION

- 14.1 Neither the Bank or any company in the HSBC Group is obligated to notify you or use towards your benefit any fact, issue or object that it becomes aware of during the provision of similar services to others, if such notification or use shall constitute breach of confidentiality to any other person.
- 14.2 Any information related to you or your agents shall be used and notified in the manner determined by the general transaction terms of HSBC that are provided when you apply for an account at the Bank and/or are sent at a later time by the Bank (the 'General Transaction Terms'). If you would like an extra copy of the General Transaction Terms, please contact your branch of HSBC France. Specifically and without restrictions by the General Terms, the information related to you or your agent, may be disclosed:
- a) when the Bank (or any third party acting on our behalf) is obligated by law to do so;

- b) when it is our duty to the public to disclose the relevant information;
- c) when the legal interests of the Bank or the HSBC Group reasonably require the disclosure;
or
- d) when the disclosure is made at your request or with your consent.
- e) when necessary for the service, execution, support and follow up of the contractual relationship created by the signing of the terms of this Section of Terms

14.3 You accept and acknowledge that the Bank has regulatory obligations with regard to any information before the transaction or after the transaction, relating to the execution of any transactions and the Bank cannot use this information for its own commercial purposes.

14.4 You can be at all times informed in respect to the process of his personal data and information in accordance with the EU Regulation 2016/679 and the respective implementing local law kept with the Bank, by the Privacy Notice of the Bank, as in force which is easily available at its public website and branches, as it explains what information are collected, how that information are used, with whom it will be shared, the circumstances when it is shared and what steps are taken to make sure it stays private and secure and the data subjects' rights and that in all cases the Privacy Notice should be read carefully.

15. AMENDMENT

15.1 The Bank may at any time change or amend one or more of these terms by relevantly notifying you in due time before this change or amendment, where this is feasible, and they shall be valid and effective immediately, provided they were promptly notified to the Customer with a relevant notice, and they are binding for you unless you submit objections in writing within thirty (30) days after the relevant notification. These revised terms shall become effective on the date specified in the notice.

15.2 The Bank will notify you in due time for any change in the details specified in terms 1.1., 9.1 or 9.2, the settlements described in term 3.7, the issues described in term 6, the Instruction Execution Policy, the Conflict of Interest Policy or the Charges that are material for these terms.

16. APPLICABLE LAW AND JURISDICTION

These terms and all transactions carried out according to the present document are governed by Greek law. You agree that all differences that may apply with regard to these terms or any transactions made according to them, shall be subject to the competent courts of the Municipality of of the Prefecture of If the previous indent is not filled out, the courts of Athens are agreed as competent to resolve any difference that arises from these terms or any transactions made according to them, to which both you and the Bank are irrevocably subject to, under the condition that these shall not impede the Bank from seeking a claim arising here from or any transaction before a court of any other jurisdiction.

17. TRANSFER AND ASSIGNMENT

17.1 The obligations arising from these terms are binding for, and the respective rights may be exercised by, the parties of these terms and their respective successors and assignees.

17.2 Without prejudice to term 17.3 below, no party can transfer any of the corresponding rights and obligations it has according to this text, any corresponding transaction or any agreement without the consent of the other party.

17.3 You hereby provide your consent to the Bank, so it can transfer all or part of its rights and/or obligations, to any other company associated with the Bank (each one 'Assignee'), by sending an announcement of the transfer to you. This transfer shall take place without affecting pre-existing rights between the parties. After the announcement of the subrogation:

- a) the rights and/or obligations of the parties shall be transferred, the parties of these terms shall be exempted from further obligations towards each other hereunder and the relevant rights of the parties shall be cancelled; and
 - b) you and the Assignee shall acquire the same rights and shall undertake the same obligations to each other at the same time, as you would acquire and undertake if the Assignee was an original party herein, instead of the Bank.
- 17.4 To the extent required by, or consequently in, any such transfer, you agree to sign further documents and/or specific terms which the Bank or any Assignee may reasonably require in order to perform or facilitate the action described in the above term 17.3 and enter these new arrangements with you regarding the herein included services.

18. COMMUNICATION

You may contact the Bank at the address presented in term 1 of this Agreement via mail, telephone, fax, email or in person, unless you are obligated under these terms to communicate in writing (in this case you may contact the Bank by a letter delivered through the post, fax or by personal delivery to this address). The instructions or other notifications given to the Bank by you, shall be not be put into effect until actually received by the Bank in writing.

19. CASES OUTSIDE BANK'S CONTROL

- 19.1 The Bank shall not be considered in breach of these terms if there is, and shall not be accountable or responsible for, any loss or damage caused to you as a result of any total or partial failure, interruption or delay in the execution of its duties and obligations caused by act of god, fire, action of the government, state, governmental or supranational body or authority or any stock market and/or clearing house, war, civil unrest, terrorism, failure of any computer transaction system, power cuts, collective labour differences of any nature or for any other reason (similar or not to any of the above) that is outside the Bank's control.
- 19.2 If any of the events described in paragraph 19.1 occurs, the Bank shall be entitled to interrupt and settle any transaction affected by this event which is subject to these terms.

20. NULLITY

If any provision or clause or any part hereof is declared illegal, null or inapplicable for any reason, this clause, provision or part should be deleted from this document without affecting its other terms.

21. RIGHTS AND LEGAL REMEDIES

Any rights and legal remedies hereunder apply and do not exclude any rights or legal remedies provided by law. Any omission to exercise or delay in exercising the above shall not function as waiver of this right, and neither shall any isolated or partial exercise impede its further execution.

SCHEDULE 1

DEFINITIONS

In this Agreement, the following words and expressions, unless otherwise defined by the text, shall have the following meanings:

Best Execution: this means, related to the execution of an instruction, the assignment or the receipt and forwarding of instructions, the best possible result for you according to the law and/or the HCMC, taking into account the factors described in these regulations as executed in accordance with the Bank's Payment Execution Policy.

HCMC: This means the Hellenic Capital Market Commission, or any supervisory authority that succeeds it, which together with the Bank of Greece and/or independently may supervise the service provision of HSBC in Greece as mentioned in this Agreement.

Investment in financial instruments: This has the meaning it has in the Law and/or the HCMC Regulations, including, but not limited to, shares, bonds, government bonds, sale or purchase options, futures, contracts for differences and rights or interests in such investments.

Investment Works in financial instruments: This has the meaning it has in the Law and/or the HCMC Regulations, including, but not limited to, transactions in investments where the Bank acts either on own behalf or as agent, settlements related to transactions in investments and investment management.

Investment Advice: This has the meaning given by the Law and/or the HCMC regulations.

Electronic Services: This means the Services as they are defined in the Electronic Services Terms.

HCMC Regulations: This means the HCMC regulations and procedures that are in effect from time to time, including any related joint decisions between the HCMC and the Bank of Greece

Law: This means the applicable at any given time Greek Legislation for the provisions of investment services, including any EU Regulation, law, provision, ministerial decision or any other legislative part of obligatory nature.

HSBC Group: This means the group of companies whose ultimate holdings company is HSBC Holdings plc.

Instruction Execution Policy: This means the Bank's policy for compliance with its obligations to provide Optimum Execution, as this is amended from time to time.

SCHEDULE 2

INFORMATION RELATING TO INVESTMENTS IN FINANCIAL INSTRUMENTS AND ASSOCIATED RISKS FOR RETAIL CUSTOMERS

This notice is provided to you, as retail customer, in compliance with the rules of the Bank of Greece and the Hellenic Capital Market Commission. The notice contains information for certain of the investments in Financial Instruments (as specified in the Law) and includes guidance and warnings about the risks associated with these Investments in Financial Instruments. It is provided to you so you may understand the nature and the risks of the service and the specific type of Investments in Financial Instruments offered, and therefore making your investments whilst informed. This notice cannot describe all the risks and the important aspects of Investments in Financial Instruments. You must not carry out transactions with these products unless you understand their nature and the extent of your exposure to risk and possible losses. Furthermore, an Investment in Financial Instruments must satisfy you and you must consider that it is appropriate for you, taking into account your personal circumstances and your financial position.

If an Investment in Financial Instruments consists of two or more different Investments in Financial Instruments or services and the risks associated with them are potentially greater than the risks associated with each investment separately, HSBC shall provide, at the time it offers the Investment in Financial Instruments, an adequate description of the investments that comprise this Investment in Financial Instruments and the way in which their interaction increases the risks. Even though derivatives may be used to manage the investment risk, some of these products are not appropriate for many investors. Different Investments in

Financial Instruments include various levels of exposure to risk and in order to decide whether you shall carry out transactions in such Investments in Financial Instruments, you must be aware of the following:

1. Shares

A share is an instrument representing a shareholder's rights in a company. Shares may be issued in bearer or registered form and a certificate may be issued or they may be dematerialized. A share represents part of a company's share capital. Payments of dividends and the increase of the share's value may occur, but this is not guaranteed. The shareholder has economic and ownership rights, which are stipulated by law and the company's articles of association. Unless otherwise stipulated, transfers of bearer shares do not follow any formal procedure. However, the transfers of registered shares are often subject to restrictions. Transactions with shares may have risks which include but are not limited to the following:

- a) Corporate risk: A buyer of shares does not loan money to the company, but becomes the company's co-owner. Thus, he or she, participate in the company's growth, as well as the possibilities for profit and loss, something which makes difficult any prediction about the performance of such an investment. In an extreme event, the company might declare bankruptcy, resulting in the loss of all invested funds.
- b) Price change risk: The prices of the shares may undergo unforeseeable fluctuations causing risk of loss. The prices increase and decrease in the short-term, mid-term and long-term, and it is impossible to determine the duration of these periodic cycles. The general market risk must be distinguished from the specific risk associated with the company itself. Both risks, together or separately, affect the price of the shares.
- c) Dividend risk: The dividend per share depends mostly on the profits distributed by the company and its dividend policy. In the case of low profit or loss, dividend payments may decrease or may not be made at all.

2. Bonds

Bonds are negotiable debt securities which are issued in registered or bearer form by a company or a government body to creditors. The duration of the debt, as well as the terms and conditions of the settlement, are determined in advance. Unless otherwise stipulated, the bond is paid off on the date of its maturity. Payments of the bonds' interest may be either (i) fixed for the entire duration, or (ii) variable or often connected to reference indexes (e.g. FIBOR or LIBOR). The buyer of a bond (the creditor) is entitled to claims vis-à-vis the issuer (the debtor). Transactions with bonds may have risks which include but are not limited to the following:

- a) Insolvency risk: The issuer may become temporarily or permanently insolvent, resulting in his inability to pay the interest or redeem the bond. The solvency of an issuer may change due to one or more of a series of factors, including the issuer company itself, the financial sector of the issuer's activity and/or the economic and political situation of the involved countries. The exacerbation of an issuer's solvency shall affect the price of the issued securities.
- b) Interest rate risk: The uncertainty characterizing the fluctuations of interest rates has the result that buyers of securities with a fixed interest rate undertake the risk of a decrease in the value of the securities, if interest rates increase. The greater the term of the loan and the smaller the interest rate, the greater the sensitivity of the bond to an increase of the market's interest rates.

- c) Credit risk: The value of a bond shall fall in the case of default or a decrease of the issuer's credit rating. In general, the higher the relevant interest rate (this means compared to the interest rate of a zero risk security, with similar maturity and interest rate structure) the greater the credit risk that characterizes the issuer.
- d) Early redemption risk: The issuer of a bond may include a term allowing the early redemption of the bond if the market's interest rates fall. This early redemption may result in a change in the expected yield.
- e) Risks specifically associated with bonds redeemed with the issue of cheques: Bonds redeemed with the issue of cheques have a maturation which is difficult to determine, in which case unexpected changes may occur to the yield of these bonds.
- f) Risks in specific types of bonds: Further risks may be associated with certain types of bonds, for example floating rate notes, inverse floating rate notes, zero coupons, bonds in foreign currency, convertible bonds, reverse convertible securities, index-linked bonds and subordinated bonds. With regard to these bonds, it is recommended to investigate the risks included in the Prospectus of the issue and to not buy such securities before fully comprehending all risks. With regard to subordinated bonds, it is recommended to find out about the classification of the bond compared to other bonds of the issuer. In fact, if the issuer defaults, these bonds shall be redeemed only after all creditors higher in the classification are paid, and there is a risk that you will not be compensated. In the case of reverse convertible bonds, there is a risk that you will not be fully compensated, but that you will receive an amount upon maturation, equal to the underlying securities.

3. Foreign Markets and Foreign Currency Denominated Securities

Transactions in foreign markets, which include the financial markets of developing countries (emerging markets) shall have different risks from transactions in developed country markets, such as the UK. In certain cases, the risk shall be greater. On request, HSBC shall provide an explanation regarding the relevant risks and precautions (if any) that exist in any foreign market, including whether, and to what extent, it shall assume liability for any default of a foreign company through which it carries out the transaction. The potential profit or loss from transactions in foreign markets or contracts and securities denominated in foreign currency shall be affected by the fluctuations of exchange rates. Investments in Emerging Markets are exposed to more risks, including the rising inflation, interest rate fluctuations, adverse repatriation laws and fiscal measures and the macroeconomic and political risk.

4. Mutual Funds

General Risk Factors:

Investment in any individual mutual fund has a degree of risk, including indicatively the risks mentioned below: Potential investors must study the special risk factors as mentioned in the Simplified Prospectus and Regulations before making a decision to invest. There is no guarantee that mutual funds shall achieve the investment goals and past performance does not ensure future performance. An investment may also be affected by any change in exchange control regulations, tax laws, withheld tax and economic or currency policies.

- a) Market risk: The value of investments and the income from them may go down as well as up and investors may never recover the original amount invested in a mutual fund. In particular, the value of investments may be affected by uncertainties, such as international, political and economic developments or changes in government policies.

- b) Interest rate risk: The value of an individual fund that invests in bonds and other fixed income securities may fall if interest rates change. In general, the prices of securities go up if interest rates fall, and fall if interest rates go up. Greater duration bonds are usually more sensitive to interest rate changes.
- c) Credit risk: An individual fund that invests in bonds and other fixed income securities is subject to the risk that issuers may not make the payments for these securities. An issuer suffering an adverse change in its financial situation may decrease the credit quality of a security, causing greater volatility in the price of the security. A decrease in the credit rating of a security may eliminate the liquidity of a security, making more difficult its sale. Individual funds that invest in lower quality securities are more susceptible to these problems and their value may be more volatile.
- d) Foreign exchange risk: Because the assets and liabilities of an individual fund may be negotiated in currencies different from the investor's base currency, the individual fund may be positively or adversely affected by foreign exchange control regulations or changes in the exchange rates between the base currency and the other currencies.

Changes in the exchange rates may affect the value of the units of an individual fund, the dividends or the accrued interest and the profit or loss effected. Exchange rates between currencies are determined by supply and demand in the currency exchange markets, the internal balance of payments, governmental intervention, speculation and other economic and political conditions. If the currency in which a security is negotiated appreciates against the base currency, then the value of the security shall increase. Conversely, a decline in the exchange rate of the currency will adversely affect the value of the security. An individual fund may participate in transactions in foreign currency, in order to hedge the foreign currency risk, but there is no guarantee that the hedging or protection will be achieved. This strategy may restrict the individual fund from benefiting from the performance of the securities, if the currency in which the securities of the individual funds are negotiated in shows an increase against the base currency.

- e) Derivatives (Futures & options): Under certain conditions, the mutual fund Manager may use derivatives (futures & options) in shares, indexes and interest rates with the purpose of effectively managing the portfolio. He may also hedge market and currency risks using financial futures, options and foreign currency futures. The mutual fund may invest only within the limits determined in the Prospectus. Transactions in derivatives have a great degree of risk. The initial margin amount is small compared to the value of the derivative, resulting in leveraged or geared transactions. A relatively small market activity shall have a proportionately greater impact in favour or against the investor.

Certain instructions aiming to restrict losses to certain amounts may not be effective because market conditions make impossible the execution of such instructions. Transactions in options also have a great degree of risk. Option writing usually has a significantly greater risk than option purchasing. Even though the seller's premium is fixed, the seller may suffer losses that exceed the premium. The seller is exposed to the risk of the buyer exercising the option and the seller shall be obliged either to settle the option in cash or acquire or deliver the underlying security. If the option is covered by the seller, who keeps a corresponding position in the underlying security or a forward position in another option, the risk may decrease.

5. Postponements of Negotiations

Under certain negotiation conditions, it may be difficult or impossible to liquidate a position. This may occur, for example, in periods of fast change of prices if the price goes up or down in a session of negotiations, to such a degree that according to the rules of the relevant stock

market, negotiations shall be postponed or prohibited. Giving an order to stop the loss shall not necessarily stop your losses to the expected degree, because market conditions might make it impossible to execute such an order at the specified price.

6. Non Highly Liquid Investments

When Investments in Financial Instruments include any investments which are (i) government or public securities or (ii) other securities except for those that are or shall be entered in an official list in an EEA country or that are negotiated or will be negotiated regularly in a, or under the rules of a, supervised market or in another stock market, it is not certain that market makers shall be available to negotiate such investments and there may not be sufficient available information for the determination of the present value of such investments.

7. Structured Deposits

Structured deposits are in principle fully repayable at maturity on terms under which interest or a premium will be paid or is at risk, according to a formula involving factors such as an index or combination of indices, excluding variable rate deposits whose return is directly linked to an interest rate index such as Euribor or Libor; a financial instrument or combination of financial instruments; a commodity or combination of commodities or other physical or non-physical non-fungible assets; or a foreign exchange rate or combination of foreign exchange rates.

Depending on the behavior of the underlying index, the structured deposits may offer negative, positive or zero returns. If the deposit is liquidated before its maturity, the return of its original capital is not guaranteed. Because usually there is only one negotiator (the issuer) it is not possible to find a competitive offer in the event of early redemption. When the average of regular measurements is used during the investment for the calculation of the index's final value, in a period of a rising market for the underlying index, the final performance of the depositor may be mitigated. Because each issue has special terms and features, investors must carefully study the product's fact sheet before making a decision to invest in structured deposits.

SCHEDULE 3

CUSTODIAL SERVICES

DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, the following words and expressions shall have the following meanings unless the context otherwise requires:

Affiliate

in respect of any company means a legal entity from time to time (1) in which the relevant company (or one of its holding or subsidiary companies, or a subsequent holding or subsidiary company of such entity) owns at least 10% or more of the shares or (2) over which the relevant company (or one of its holding or subsidiary companies, or a subsequent holding or subsidiary company of such entity) exercises management control, regardless of its shareholding in such entity.

Authorised Representative(s)

means such officers, employees or agents of the Client or the Manager as the Client or the Manager (as the case may be) may authorise or appoint either alone or with others, as specified by the Client or the Manager (as the case may

be), to act on its behalf in the giving of Instructions to and communicating with the Custodian and the performance of any other acts, discretions or duties on its behalf under this

Agreement including all persons specified by the Client or Manager as permitted users of any other agreed electronic communication system.

Authority

means any nation, any political subdivision thereof, whether state or local, any international organization, and any agency, authority, instrumentality, judicial or administrative, regulatory body, law enforcement body, securities or futures exchange, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

Best Execution

means obtaining the best possible result for a client when executing orders as described in the Law

Business Day

means any day other than a Saturday, a Sunday or a bank holiday in Greece and, in relation to anything done or to be done by reference to a market outside of Greece, means any day on which that market is normally open for business if that day is also a business day in Greece.

Cash

means any cash whether representing capital or income in any currency (whether arising out of or in connection with the Securities or otherwise) held by the Custodian on behalf of the Client pursuant to this Agreement.

Cash Account

means one or more cash accounts in the name of the Client opened in the books of the Custodian but excludes Overseas Cash Accounts.

Clearing System

means the clearance and settlement systems operated by Euroclear Bank S.A./N.V., Euroclear UK & Ireland Limited and Clearstream Banking Luxembourg S.A. and any other generally recognised market clearance facility, settlement system, dematerialised book entry system, centralised custodial depository, foreign exchange settlement system or similar facility, system or depository.

| | |
|----------------------------|---|
| Corporate Action | means any corporate action event including, without limitation, any events concerning take-overs, other offers or capital reorganisations and the exercise of conversion and subscription rights relating to the Securities to which the Client is entitled and any other mandatory and voluntary corporate action events set out in the Custodian's service level definition. |
| Costs | mean reasonable costs, expenses and fees (including reasonable legal fees but excluding the Custodian's own operating costs and expenses associated with the provision of the Services) arising directly from the performance of the Services or otherwise in connection with this Agreement. means HSBC France, acting through its Greek branch. |
| Custodian | |
| Custody Account | means one or more custody accounts in the name of the Client opened in the books of the Custodian. |
| Custody Operations | means all custody operations to be undertaken by the Custodian in providing the Services. |
| Custody Schedules | means any documents to be signed in addition to these Custody Terms and Conditions specifying the custodian services. |
| Deduction | means a deduction or withholding in respect of Taxes. |
| Default Currency | means euro. |
| Default Fees | means the Custodian's standard fees as per the official price list of the Custodian. |
| Delegate | means a person to whom the duties of the Custodian may be delegated including (without limitation) agents, sub-contractors, nominees and Sub-Custodians and any sub-delegate. |
| Force Majeure Event | means any event beyond the reasonable control of the Custodian including, but not limited to, any change to the Rules, breakdown or failure of communication or computer facilities, acts of war or of God, civil strife or terrorism, postal or other strikes or similar industrial action and the failure of any relevant exchange, Sub-Custodian, Clearing System and/or broker for any reason to perform its obligations. |

| | |
|-------------------------|--|
| Income | means dividends, interest payments and other entitlements accruing to the Client in respect of the Property. |
| Insolvency Event | means the making of a bankruptcy order, the presentation of a winding-up petition which is not withdrawn or dismissed within 30 days, the making of a winding-up order or passing of a winding-up resolution, the appointment of an administrator or receiver, an insolvent reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) or the occurrence of any similar or analogous insolvency event in any jurisdiction. |
| Instructions | means instructions in relation to the Property received by the Custodian and given or purporting to have been given by the Client or a Manager or their respective Authorised Representatives via such media as shall be permitted by the Custodian's service level definition, including (but without limitation) all instructions received by the Custodian by authenticated SWIFT message or any other agreed electronic communication system and/or any default or standing instruction put in place by the Client relating to the Custody Account or Cash Account |
| HCMC | means the Hellenic Capital Markets Commission (HCMC). |
| Liability | means any loss, damage, cost, charge, claim, demand, expense, judgment, action, proceeding or other liability whatsoever (including, without limitation, in respect of Taxes, Tax Rules duties, levies, imposts and other charges) and including any value added tax or similar tax charged or chargeable in respect thereof and legal fees and expenses on a full indemnity basis. |
| Manager | means such manager, adviser or other person appointed from time to time by the Client and notified to the Custodian by the Client as being authorised to communicate with the Custodian and to perform acts, discretions or duties on the Client's behalf under this Agreement. |
| Notices | means all notices, notifications, approvals, consents and formal communications to be given by a party to the other party under the terms of the Custody Terms and Conditions but excluding Instructions and day-to-day communications on operational and other related matters. |

| | |
|---------------------------------|--|
| Overseas Cash Account | means any cash account in the Client's name (including a cash account with any Affiliate of the Custodian) other than cash accounts set up with a branch of the Custodian. |
| Person | means any individual, corporation, company, voluntary association, partnership, joint venture, trust, limited liability company, unincorporated organization or Authority, and in the case of a fund or other entity organized with series, compartments, segregated portfolios or similar arrangements, each such subdivision. |
| Property | means Cash and Securities and any other property of any kind from time to time held by the Custodian for the Client pursuant to this Agreement. |
| Rules | means the rules or regulations of any Clearing System, the rules, operating procedures or market practice of any relevant stock exchange or market, any statute, law, regulation (including, without limitation the rules and regulations of the HCMC), ordinance, rule, judgment, order, decree, permit, concession, grant, franchise, license, agreement (whether concluded voluntarily or involuntarily), directive, requirement of, or other governmental restriction or any similar binding form of decision of or determination by or with, or any binding interpretation or administration of any of the foregoing by or with, any Authority, whether now or hereafter in effect. |
| Securities | means any safe custody investments and custody assets (as such terms are defined in the Law) including but not limited to shares, stocks, debentures, derivatives, bonds, warrants, securities other similar property or any other investments and/or assets as may be agreed between the Custodian and the Client from time to time (including evidence of, title to and all rights in respect of such safe custody investments and custody assets) held by the Custodian for the Client pursuant to this Agreement. |
| Service level definition | means the Custodian's service level definition for the provision of the Services, as amended from time to time. |
| Services | means the core custodial services to be provided by the Custodian to the Client in respect of the Property. |
| Statement | means a statement of account providing details of the Property as at the date of the statement. |
| Sub-Custodian | means a sub-custodian (other than a Clearing System) which is a custodian as defined in the Law and to which the Custodian delegates any of its duties |

| | |
|--|---|
| Tax Authority | means any Authority that is responsible for the levying, collection or administration of Taxes or any Tax Rule. |
| Tax Documentation | means, without limitation, authorisations, waivers, forms, documentation and other information relating to Taxes, including without limitation the status of any Person or its direct or indirect owners or account holders in respect of Taxes. |
| Tax Rule | means any Rule relating to Taxes or any reporting, compliance or other obligation connected with Taxes. |
| Taxes | means any tax, levy, impost, duty or other charge or withholding of a similar nature, and any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same. |
| Terms and conditions or Agreement | means these Custody Terms and Conditions together with any Custody Schedules, the Custodian's service level definition for the provision of the Services and any appendix, side letter or other document which states that it forms part of the custodian agreement between the Custodian and the Client, as any of such documents are amended from time to time and which taken together constitute the terms of the custodian agreement. In the event of any conflict between the Custodian's service level definition and these Custody Terms and Conditions or the Custody Schedules, these Custody Terms and Conditions and the Custody Schedules shall prevail. In the event of any conflict between these Custody Terms and Conditions and the Custody Schedules, if any, the Custody Schedules shall prevail. |

- 1.2 Words importing the singular will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa, and words importing persons will include, without limitation, partnerships, trusts and bodies corporate and vice versa.
- 1.3 The headings of the clauses of this Schedule are inserted for reference purposes only and do not affect the interpretation of any of the provisions to which they relate.
- 1.4 Any reference in this Schedule to legislation or subordinate legislation is to such legislation or subordinate legislation at the date hereof and as amended and/or re-enacted and/or succeeded and/or replaced from time to time.
- 1.5 Words and expressions used in this Schedule have, unless the context otherwise requires, the meaning given to them in the Rules.

2. CATEGORISATION

- 2.1 The Custodian is authorised by the HCMC and the Client acknowledges that the Custodian will treat the Client as a retail client for the purposes of the Law. The Client acknowledges that it may request a different categorisation and such classification may affect the level of protection it receives. If the Client wishes to change its categorisation, it must notify the Custodian immediately in writing.
- 2.2 The Client agrees that even where the Client is entering into this Agreement on behalf of any other person whose identity has been disclosed to the Custodian, the Custodian shall be entitled to treat the Client as its only client.
- 2.3 If the Client appoints a new or additional Manager, the Client shall give not less than 10 prior Business Days' Notice of such appointment to the Custodian.

3. DUTIES OF THE CUSTODIAN

- 3.1 The Custodian will exercise all reasonable care in the performance of the Services and its other duties under this Agreement.
- 3.2 The only duties of the Custodian shall be to perform the Services and its other duties set out in this Agreement in accordance with the terms of this Agreement and the Custodian and/or any of its Affiliates do not accept responsibilities more extensive than those set out in this Agreement. The Custodian does not hold itself out as providing a service of buying and selling securities or contractually based investments.
- 3.3 The Client acknowledges that an Instruction or contract or transaction may give rise to the Custodian effecting a transaction on the Client's behalf, including (but not limited to) dealing with fractional entitlements, odd lots and the sale of rights in respect of Corporate Actions. Where this is the case, Best Execution does not apply and accordingly the Custodian shall not be obliged to provide the Client with Best Execution. In accordance with Clause 3.8 the Custodian shall have no responsibility for advising the Client on the merits of any transaction.
- 3.4 For the avoidance of doubt, where any agreed additional services involve the execution of orders by the Custodian (whether as Custodian or otherwise), such orders shall be executed only where the relevant Instruction in relation to such order contains specific instructions as to (i) the instrument which shall be the subject of the transaction, (ii) the time at which the order is to be executed, (iii) the execution venue on which the Custodian must execute the order, (iv) the price at which the Custodian must execute the order and (v) the settlement date for the transaction (if other than the standard settlement period for the instrument in question).
- 3.5 Where the Custodian agrees to execute an order pursuant to an Instruction, as set out in Clause 3.4, the Custodian may aggregate orders for the Client with those orders of other customers and of its employees and of associates of the Custodian and their employees. By aggregating a customer's orders with those of other customers the Custodian must reasonably believe that it is unlikely that the aggregation would work overall to the

disadvantage of those customers. However, the effect of the aggregation may operate on some occasions to the Client's disadvantage in relation to a particular Instruction.

- 3.6 To enable the Custodian to assume and continue to carry out its duties under this Agreement, the Client agrees to complete such transfers, mandates or other documents and do such acts and things as shall be within its power from time to time required by the Custodian to bring the Property under its control and deal with it as custodian at the commencement of or at any time during the term of this Agreement provided that the Custodian may, in its absolute discretion, decline to accept (in whole or in part) any Instruction to hold Property.
- 3.7 The Custodian is entitled to take any action or to refuse to take any action which the Custodian, in its absolute discretion, regards as necessary for the Custodian to comply with the Rules. The Client agrees when instructing the Custodian to adhere to the Rules as required by the Custodian to enable the Custodian to fulfil the obligations imposed on the Custodian by the Rules.
- 3.8 The Custodian is not acting under this Agreement as manager or investment adviser to the Client, and responsibility for decisions related to the selection, acquisition and disposal of the Property remains with the Client and/or the Manager at all times.

4. DELEGATION

- 4.1 The Custodian is authorised by the Client to delegate from time to time any of its duties under this Agreement to Delegates selected by the Custodian on the following basis:
- (a) the Custodian will exercise due skill, care and diligence in the selection, appointment and periodic review of its Delegates (other than Clearing Systems), except for Delegates which have not been selected by the Custodian itself;
 - (b) the Custodian may delegate the safe custody of Property (other than Cash) to a Sub-Custodian (who may be an Affiliate of the Custodian) to hold on behalf of the Custodian on such terms as such Sub-Custodian may require and subject to any applicable Rules in the jurisdictions where the Sub-Custodian is located and/or holds Securities;
 - (c) the Custodian will notify the Client of all Sub-Custodians appointed by the Custodian and all Clearing Systems with which Securities are held from time to time; and
 - (d) the extent of the Custodian's liability for the acts and omissions of Delegates is set out in Clause 14.
- 4.2 The Custodian or any Sub-Custodian (and their respective agents or other delegates) may hold Securities with a Clearing System which it considers to be appropriate.
- 4.3 The Client acknowledges that where the Custodian delegates the safe custody of Securities to a Sub-Custodian the settlement, legal and regulatory requirements in the relevant

overseas jurisdictions may be different from those in Greece and there may be different practices for the separate identification of Securities.

5. CASH

- 5.1 All Cash held by the Custodian in the Cash Account will be held by the Custodian as banker and not as trustee.
- 5.2 If the Custodian receives Cash in a currency other than a currency in which one of the cash accounts comprising the Cash Account is denominated and unless the Custodian has received Instructions to the contrary, the Custodian shall convert the amount received into the Default Currency in accordance with Clause 9 and credit a Cash Account denominated in the Default Currency with the conversion proceeds.
- 5.3 Where Overseas Cash Accounts are opened by the Custodian, the Client agrees that, save as provided in clauses 18.4 and 18.5, the Custodian's sole obligation is to open the Overseas Cash Accounts as the Client's agent. The parties agree that the Custodian is neither a debtor nor a creditor in respect of any Overseas Cash Accounts. Such Overseas Cash Accounts may be subject to foreign exchange restrictions or other regulatory restrictions which restrict payments into and out of the Overseas Cash Account or operation and administration of the Overseas Cash Account, of which the Client should make itself aware

6. SECURITIES

- 6.1 All Securities will be recorded in the Custody Account as Securities held on behalf of the Client by the Custodian or a Sub-Custodian.
- 6.2 The Client will deliver or procure the delivery of the Securities to the Custodian or as the Custodian may direct at the Client's expense and risk and in the manner and accompanied by such documents as the Custodian may require.
- 6.3 The Custodian will identify in its records that the Securities belong to the Client (unless otherwise agreed with the Client). The Custodian will take the necessary steps to ensure that Sub-Custodians identify in their records that the Securities (together with the securities of other clients of the Custodian) belong to clients of the Custodian. The consequences for the Client of the insolvency of a Sub-Custodian will depend on local insolvency laws and the effective segregation of client assets by the Sub-Custodian.
- 6.4 Although the Custodian will not pool the Securities with the Custodian's own securities, the Custodian may pool the Securities with securities held for its other clients. Where pooling takes place:
 - (a) the Client shall be treated as the beneficial owner of such proportion of the relevant securities, as the number of its Securities bears to the total number of securities held;
 - (b) the Custodian has no obligation to redeliver the Securities originally deposited but shall redeliver securities of the same number, class, denomination and issue as the Securities originally deposited; and
 - (c) this may result in the Securities not being as well protected as if the Securities were identified in the Sub-Custodian's records as belonging directly to the Client individually. In the event

that there are insufficient Securities to meet the claims of all persons holding Securities in that account, the Client may not recover some or all of its Securities. The manner in which a shortfall will be dealt with may vary in accordance with applicable law and regulation.

- 6.5 Documents of title to Securities in bearer form and other documents evidencing title to Securities will be held in the physical possession of the Custodian or by a Sub-Custodian, Clearing System or their agents in accordance with the Custodian's service level definition. The Custodian shall segregate such documents of the Client from any such documents of the Custodian. Where Securities in bearer form are held by a Sub-Custodian, Clearing System or agent the Custodian shall take the necessary steps to ensure the Securities in bearer form are identifiable separately from the Custodian's, Clearing System's, Sub-Custodian's or other agent's securities in bearer form.
- 6.6 The Custodian has in place policies and procedures, including carrying out legal and other due diligence in relation to Sub-Custodians, designed to ensure the protection of Client's investments that it holds.

7. REGISTRATION AND RECORDING OF SECURITIES

- 7.1 Although generally the Custodian will record Securities in accordance with Clause 6.1 above, the Custodian may register or agree with Sub-Custodians for all registrable Securities to be registered and recorded in such names as the Custodian considers to be appropriate and which are permitted by the HCMC rules and regulations (including, without limitation, the Client or a nominee company which is controlled by the Custodian or its Affiliates) from time to time and include details in the Custodian's service level definition provided that:
- (a) the Custodian will notify the Client if any registrable Securities are registered and recorded in the name of any other third party (which is permitted only where relevant conditions under Rules are met including, without limitation, that the Custodian is prevented from registering or recording legal title in the name of the Client, or a nominee, that the relevant Securities are subject to the law or market practice of a jurisdiction outside France or Greece and the Custodian has taken reasonable steps to determine that it is in the Client's best interests to register or record the Securities in that way, or that it is not feasible to do otherwise, because of the nature of the applicable law or market practice); and
 - (b) the Custodian may register or record registrable Securities in its name (which is permitted only where relevant conditions under Rules are met including, without limitation, that the Custodian is prevented from registering or recording legal title in the name of the Client, a nominee or a third party, that the relevant Securities are subject to the law or market practice of a jurisdiction outside France or Greece and the Custodian has taken reasonable steps to determine that it is in the Client's best interest to register or record the Securities in that way, or that it is not feasible to do otherwise, because of the nature of the applicable law or market practice). The Client acknowledges that where Securities have been registered in the name of the Custodian, a nominee or a third party, they may not be segregated from the designated investments of the Custodian and that in the event of the Custodian's insolvency, the Client's assets may not be as well protected from claims made on behalf of the general creditors of the Custodian.
- 7.2 If the Custodian agrees to hold Securities registered in a name which the Client has specified in Instructions to the Custodian, the consequences of such registration are at the Client's

sole risk. In such cases the Custodian will notify the Client of the safe keeping terms which will apply and the Custodian will not offer services in relation to administration of the Securities. These Securities will be identified in the Client's statements.

- 7.3 The Custodian has policies and procedures in place ("Policies") to undertake checks and reconciliations of the records and accounts of safe custody assets ("Safe Custody Assets") which it holds for its clients, to resolve any discrepancies identified by such checks or reconciliations and to deal with any shortfalls in Safe Custody Assets revealed by, or resulting in, any such discrepancy ("Shortfalls"). The Policies provide that where the Custodian is responsible for a Shortfall, the Custodian will purchase or borrow Safe Custody Assets as soon as reasonably practicable at the Custodian's cost to correct the relevant client's position. The Custodian has also established an account ("Trust Account") for the purpose of holding assets ("Assets"), which are purchased by the Custodian at its own cost to cover the value of any Shortfall, on trust for the benefit of any clients which suffer any Shortfall for which the Custodian is, or may be, responsible. Subject to the terms of the Trust Account, the Custodian may use or apply any income arising out of the Assets for its own account or otherwise at its own discretion. The parties acknowledge that any Shortfall caused by the acts or omissions of the Custodian and/or its Affiliates is the responsibility of the Custodian but that any other Shortfall is not the responsibility of the Custodian.

8. SETTLEMENT, INCOME, CORPORATE ACTIONS AND OTHER CUSTODY OPERATIONS

- 8.1 The Custodian will provide the Services and undertake Custody Operations in accordance with the Custodian's service level definition.
- 8.2 The Custodian will attend to the settlement of transactions upon Instructions on the basis of either contractual settlement day accounting or actual settlement day accounting. The Custodian is only obliged to endeavour to arrange settlement of any transaction if:
- (a) in the case of a purchase transaction or other transaction requiring the payment of monies, the Client has:
 - (i) made sufficient cleared funds available to enable the Custodian to effect settlement; or
 - (ii) previously arranged for the Custodian to provide overdraft or other credit facilities sufficient to meet the amount of the relevant payments; and
 - (b) in the case of a sale transaction, the Custodian is holding sufficient Securities free from encumbrances to enable it to effect settlement on the Client's behalf.
- 8.3 Where notwithstanding Clause 8.2, the Custodian in its absolute discretion advances funds to enable a transaction to be completed, the Custodian shall (in addition to its rights under Clauses 11 and 15) be entitled to charge interest on sums made available to enable the transaction to be completed. Such interest shall accrue at such daily rate as the Custodian shall in its absolute discretion determine to be the sum of the direct and indirect cost to the

Custodian of funding the completion of the transaction from the due date of payment expressed as a percentage rate per annum.

- 8.4 The Custodian will collect and process Income for the Client and may deduct from Income received such sums on account of tax which in the reasonable opinion of the Custodian are required to be deducted or withheld or for which the Custodian is liable or accountable under the law or practice of any relevant revenue authority in any jurisdiction. Income will be credited to a bank account in the name of the Client either on the contractual payment date of Income or on the date of actual receipt of cleared funds (at the Custodian's absolute discretion). Where Securities are registered under Clause 7.2, the Custodian will always credit Income on the date of actual receipt of cleared funds. The liability of the Custodian for any failure to collect or process Income will be determined under Clause 14.
- 8.5 Where settlement is effected on the basis of contractual settlement day accounting or Income is credited on the contractual payment date:
- (a) the Custodian may reverse with back value to the contractual settlement date applied any entry relating to such contractual settlement where through no fault of the Custodian the related securities transaction remains unsettled four weeks after the contractual settlement date or earlier where the Custodian believes that the relevant transaction will remain unsettled;
 - (b) the Custodian may reverse with back value to the contractual payment date any cash entry relating to a contractual Income payment where through no fault of the Custodian the Income

has not been received by the Custodian within four weeks of the contractual payment date or earlier where the Custodian believes that such income will not be received;

- (c) the Custodian shall promptly inform the Client of each such reversal; and
- (d) the Client acknowledges that prior to actual settlement or receipt of Income by the Custodian (as the case may be), the Client will:
 - (i) be indebted to the Custodian for any amounts advanced by the Custodian in respect of contractual settlement or on the contractual payment date (as the case may be); and
 - (ii) have no entitlement to the delivery of purchased Securities which are awaiting receipt until they have actually been received by the Custodian or a Sub-Custodian.

8.6 In accordance with the Custodian's service level definition, the Custodian may also at any time:

- (a) reverse any provisional entries (including reversals necessary to reflect adjustments by a Sub-Custodian or Clearing System to its records as a result of bad deliveries) made by the Custodian to the Cash Account or the Custody Account; and
- (b) reverse any erroneous entries made by the Custodian to the Cash Account or the Custody Account.

Such reversals will be back-dated to the date upon which the final or correct entry (or no entry) should have been recorded.

8.7 All entries relating to the settlement of transactions and to Income shall be regarded as provisional until such time as they can no longer be adjusted by a Sub-Custodian, Clearing System, issuer of the relevant Securities, relevant third party or otherwise.

8.8 Unless the Custodian has received Instructions to the contrary, the Custodian is authorised to execute in the Client's name without reference to the Client such ownership documentation and other certificates as may be required to obtain payment of Income.

8.9 The Custodian undertakes to use reasonable efforts to provide the Client or the Manager in a timely manner with all publicly available information which is received by the Custodian relating to Corporate Actions, Income or voting rights in respect of the Securities in accordance with the Custodian's service level definition. The Custodian accepts no responsibility for the accuracy or completeness of any such information provided to the Client or the Manager by the Custodian.

8.10 The Custodian undertakes to use reasonable efforts to send, and to procure that Sub-Custodians send, such documentation and/or other communications as are necessary for the Client to obtain the benefit of Corporate Actions, provided that the Custodian has received Instructions in sufficient time for it to do so.

8.11 Entitlements to shares and any other benefits including cash proceeds arising from Corporate Actions will be distributed amongst the clients for whom the Custodian holds the Securities which have been pooled in the same proportions as the respective holdings of clients of the Custodian who have given identical instructions (which will be deemed to have been given

in the case of mandatory Corporate Actions) in connection with the relevant Corporate Action in relation to their holdings of the pooled securities. If a distribution would otherwise require the allocation of a fraction of an asset or unit of currency to the Client, the Custodian shall be entitled to credit to the Cash Account an amount which the Custodian calculates to be the value of the fractional entitlement in lieu of allocating such entitlement to the Client.

- 8.12 All voting rights in respect of the Securities will be exercisable by the Client or in accordance with Instructions. Unless the Custodian, in its absolute discretion, agrees to exercise the voting rights on behalf of the Client in accordance with timely Instructions to do so, the Custodian or its agent will, provided it has received Instructions in time to do so, use reasonable efforts to complete proxies enabling either the Client or its designated agent to exercise the voting rights or to give effect to the Client's wishes concerning the exercise of the voting rights and will send the completed proxies to the person specified in the relevant notice.

9. FOREIGN EXCHANGE

- 9.1 The Custodian shall effect custody-related spot foreign exchange transactions for the Client as banker at the Custodian's own prevailing rates of exchange either on Instructions, where set out in this Agreement or as the Custodian in its absolute discretion may think fit either before or after termination of this Agreement.
- 9.2 The Client will only give Instructions to the Custodian to effect foreign exchange transactions for proper commercial purposes, such as in connection with the settlement of a transaction, and not for investment or speculative purposes only. This Clause 9 applies solely to custody-related spot foreign exchange transactions and not to forward contracts and other foreign exchange derivative transactions which shall be undertaken by the Custodian only where the Client has entered into an internationally recognised derivatives contract with the Custodian.

10. INSTRUCTIONS AND OTHER COMMUNICATIONS

- 10.1 Instructions are to be given and other communications between the parties are to be made in accordance with the Custodian's service level definition.
- 10.2 Each of the Client and/or the Manager (as the case may be) shall provide the Custodian in a format acceptable to the Custodian, with a list (as may be amended from time to time) of the names, specimen signatures and authority levels of its Authorised Representatives. The Custodian shall be entitled to rely on such list(s) until the Custodian has received Notice otherwise from the Client (in relation to the Client's Authorised Representatives) or the Manager (in relation to the Manager's Authorised Representatives), as the case may be. In the absence of receipt of any notification from the Client specifying any limitations on the authority of the Manager and its Authorised Representatives under this Agreement, the Custodian may rely on the Instructions and other communications from and with the Authorised Representatives of the Manager in relation to all matters relating to this Agreement as though such persons were Authorised Representatives.
- 10.3 Subject to such security arrangements as may be agreed between the Custodian and the Client in writing, Instructions may be given by facsimile at the Client's sole risk. The Custodian

shall not be held liable for acting in good faith in accordance with facsimile Instructions which appear to the Custodian to have been made with the Client's authority.

- 10.4 In an emergency at the Custodian's absolute discretion, Instructions may be given by telephone, but any such Instructions must be confirmed by the Client in writing by 17.00 hours on the following Business Day. All oral Instructions shall be given at the Client's sole risk and the Custodian shall not be held liable for the consequences arising as a result of it misunderstanding any telephone Instructions accepted and acted on in good faith, whether or not they are confirmed in writing.
- 10.5 Each party may monitor and/or record its telephone conversations with the other and/or their Authorised Representatives. All recordings are the property of the recording party and may be used in evidence in any Proceedings brought hereunder.
- 10.6 Where it has acted in good faith on Instructions, the Custodian shall have no responsibility for any Liability, howsoever arising, of the Client and will be entitled to rely on the indemnity contained in Clause 15 in respect of any loss, expense or costs it may incur in acting on such Instructions.
- 10.7 The Custodian shall be under no duty to challenge or make any enquiries concerning the validity of Instructions which the Custodian may regard as definitive unless the Custodian declines to act on them pursuant to Clause 10.8.
- 10.8 Notwithstanding anything in this Clause 10, the Custodian may (and where the Custodian has delegated any of its duties to a Sub-Custodian, the Custodian may authorise the Sub-Custodian to) without any liability on its part:
 - (a) act on what the Custodian or the Sub-Custodian reasonably believes such Instructions to mean;
 - (b) decline to act on Instructions where to do so would, in the reasonable opinion of the Custodian or the Sub-Custodian, involve the Custodian or the Sub-Custodian in acting contrary to any Rules or other duty of the Custodian or the Sub-Custodian;
 - (c) in its absolute discretion (but with no duty to do so) decline to act on Instructions where such Instructions are not of the nature or in the form customarily used by the Client, the Manager or their Authorised Representatives and are not in writing, are incomplete, unclear, ambiguous and/or in conflict with other Instructions received by the Custodian or are believed

by the Custodian or the Sub-Custodian on reasonable grounds to have been inaccurately transmitted or not to be genuine;

- (d) in its absolute discretion decline to act on Instructions where to do so would result in an unauthorised overdraft or debit balance on the Client's account; or
- (e) in its absolute discretion decline to act on Instructions to issue, defend or conduct court or other legal proceedings (including, without limitation, an actual or prospective class action) on behalf of the Client or in respect of any Property,

provided that in any case where the Custodian or the Sub-Custodian declines to act on Instructions, the Custodian will notify the Client of such decision as soon as reasonably practicable (except where to do so would be contrary to any Rules).

10.9 Unless the Custodian has received conflicting Instructions, the Custodian or Sub-Custodian may without reference to the Client:

- (a) exchange Securities where the exchange is purely ministerial including, without limitation, exchanging temporary Securities for definitive Securities and exchanging warrants or other documents evidencing title to Securities for the actual Securities; and
- (b) perform all such other ancillary acts which the Custodian or any Sub-Custodian may reasonably consider to be necessary or desirable to carry out any Instructions, perform the Services or exercise the Custodian's rights under this Agreement.

11. FEES, EXPENSES AND INTEREST

11.1 The Custodian's remuneration under this Agreement and the method of payment will be as set out in separate schedules or in the official price list of the Custodian, as the case may be, as amended from time to time by written agreement between the Custodian and the Client.

11.2 The fees and expenses will be payable within 5 Business Days from the date an invoice is sent and may be automatically debited to the Cash Account or any other account of the Client's with the Custodian if unpaid within 5 Business Days of the date of the invoice. Where such account is in a different currency from the currency in which the invoice is denominated, the Custodian may convert the amount due in accordance with Clause 9 of this Agreement.

11.3 The fees will not be reduced by, and the Custodian may retain any other remuneration or any profit received by the Custodian from any third party in connection with transactions effected by the Custodian for the Client in which the Custodian or an Affiliate of the Custodian has other interests to which the provisions of Clause 16 apply.

11.4 The Custodian shall be entitled, to the extent permitted by applicable law, to charge interest on sums due and payable but unpaid. Such interest shall accrue at 2,5 per cent per annum above the base rate from time to time of HSBC France from and including the due date of payment until but excluding the date of actual payment.

12. LIEN AND RIGHTS OF SET-OFF

12.1 In addition to any lien, rights of set-off and any other rights to which the Custodian may be entitled under any applicable law, the Custodian shall have a lien in accordance with the

provisions of L.D. 17.7/13.8.1923 over the Property in respect of all sums properly due and payable to it by the Client (whether actual, contingent, present or future) under the terms of this Agreement or other obligations of any kind owed to the Custodian (whether in its capacity as Custodian or otherwise) or to any of its Affiliates by the Client.

- 12.2 Subject to Clause 12.3, and without prejudice to any other right or remedy which the Custodian may have, the Custodian is entitled to enforce the lien described in Clause 12.1 by the sale and disposal of all or any part of the Property in such manner and at such price as the Custodian may deem expedient without being responsible for any Liability the Client may suffer as a result and to apply the net proceeds thereof in or towards payment or discharge of any of the obligations described in Clause 12.1.
- 12.3 Except in relation to an Insolvency Event in relation to the Client, the Custodian may only enforce the lien described in Clause 12.1 if the Custodian has given Notice to the Client containing:
- (a) details of the amount due and how it became due;
 - (b) a request for discharge of the sum due; and
 - (c) a description of the part or parts of the Property (other than Cash) which will be sold if the Client does not discharge the amount in full on reasonable notice.

If there is an Insolvency Event in relation to the Client, the Custodian may enforce the lien without notice.

- 12.4 Where a depositary is involved in relation to Client assets, such depositary may have a security interest or lien over, or a right of set-off in relation to, the relevant Client assets.
- 12.5 Without prejudice to Clauses 12.1 to 12.4 (inclusive) if the Client defaults in paying an amount by the due date, the Custodian shall be entitled on such date to pay to the credit of, or as the case may be, debit to any account or accounts of the Client with the Custodian or any Affiliate of the Custodian the amount in question in the appropriate currency or, at the Custodian's option, the equivalent thereof (at current market rates as determined by the Custodian at its sole discretion) in any other currency or currencies in which any balance on such account or accounts may then be denominated. In addition, the Custodian shall have the right at any time without notice to combine and/or consolidate all or any of Client's accounts maintained with the Custodian or any Affiliate of the Custodian in such manner as the Custodian may determine and may, without prior notice to the Client, set off any payment obligation owed to it by the Client against any payment obligation (whether actual, contingent, present or future) owed by it to the Client regardless of the place of payment or currency of either obligation (and for such purpose may make any currency conversion necessary at current market rates as determined by the Custodian at its sole discretion). If any obligation is unliquidated or unascertained, the Custodian may set off an amount estimated by it in good faith to be the amount of that obligation.
- 12.6 Nothing in Clause 12 shall be construed as or take effect as a charge or security interest requiring registration against the Client under the governing law of this Agreement.

13. REPRESENTATIONS AND WARRANTIES

13.1 Each party represents and warrants to the other party on a continuing basis that:

- (a) it has and will continue to have full authority to enter into this Agreement (including but not limited to, in the case of the Client, the power to borrow and the power to enter into foreign exchange transactions), to deal with the Property in the manner contemplated by this Agreement and to contract with the other party for the provision of the Services;
- (b) it does not require the consent of any governmental or other regulatory body except for such consents already obtained and disclosed to the other party; and
- (c) this Agreement constitutes its legal, valid and binding obligation, enforceable in accordance with its terms.

13.2 The Client further represents and warrants to the Custodian on a continuing basis that:

- (a) otherwise than as disclosed by the Client to the Custodian in writing, the Client is the beneficial owner of the Securities;
- (b) if the Client is not the beneficial owner of any Securities, it has full power and authority to enter into and implement this Agreement in respect of those Securities on behalf of the beneficial owner and the Custodian may deal only with the Client, and hold the Client liable, as if the Client were such beneficial owner;
- (c) the Securities are free of mortgage, charge, pledge, lien, right of set-off or any security interest, encumbrances and claims whatsoever in favour of a third party;
- (d) the signing, delivery or performance of this Agreement and the giving of Instructions does not and will not contravene or constitute a default under any of the following, namely:
 - (i) any law or regulation by which the Client or any of its assets is bound or affected;
 - (ii) rights of any third parties in respect of the Client or the Property;
 - (iii) any agreement to which the Client is a party or by which any of its assets are bound; and
- (e) it has not relied on or been induced to enter into this Agreement by a representation or warranty other than those expressly set out in this Agreement and, subject to Clause 14, the Custodian is not liable to the Client for any representation or warranty (whether or not in writing) that is not set out in this Agreement.

13.3 The Custodian further represents and warrants to the Client on a continuing basis that it does not and will not violate any applicable law or regulation in providing the Services.

13.4 The representations and warranties set out in this Clause 13 shall survive the signing and delivery of this Agreement and the parties will be deemed to repeat them each time Property is deposited with the Custodian and each time Instructions are given and acted upon and in the case of the representations and warranties set out in Clause 13.2(c) at all times when

any obligations of any kind are owed by the Client to the Custodian (whether in its capacity as Custodian or otherwise) or to any of its Affiliates.

14. LIABILITY OF THE CUSTODIAN

- 14.1 The Custodian is not liable or responsible to the Client for any Liability (including, but not limited to, any Liability arising from negligence unless otherwise stated) which may directly or indirectly result from:
- (a) anything done or omitted to be done by:
 - (i) the Custodian or any Sub-Custodian which is an Affiliate of the Custodian, in connection with this Agreement, other than any Liability to the Client which is caused directly by the negligence, fraud or wilful default of the Custodian or such a Sub-Custodian; or
 - (ii) any other Delegate, in connection with this Agreement, other than any Liability to the Client which is caused directly by the failure of the Custodian to comply with its duties under Clause 4.1(a) of this Agreement;
 - (iii) the Custodian or an Affiliate taking any action or refraining to take any action it reasonably determines is required to comply with, or to mitigate an adverse result under, any Tax Rule or
 - (iv) any Clearing System, investment exchange, broker or any other third party; or
 - (b) without prejudice to the generality of Clause 14.1(a), the occurrence of:
 - (i) an Insolvency Event in respect of any Sub-Custodian which is not an Affiliate of the Custodian, other Delegate, Clearing System or any other third party including, but not limited to, any broker, counterparty or issuer of Securities; or
 - (ii) any failure by the Custodian to perform any of its obligations if such performance would result in the Custodian being in breach of any Rules which are applicable to it; or
 - (iii) any Force Majeure Event.
- 14.2 Liabilities arising under Clause 14.1 shall be limited to the amount of the Client's actual loss (such loss shall be limited to the market value of any Securities held by the Custodian on the date of default of the Custodian or, if later, the date on which the Liability arises as a result of such default) but without reference to any special conditions or circumstances known to the Custodian at the time of entering into the Agreement, or at the time of accepting any Instructions which increase the amount of the Liability. In no event shall the Custodian be

liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive or consequential

damages, or for other indirect losses, whether or not the Custodian has been advised of the possibility of such Liability.

- 14.3 The Custodian shall have no duty to insure or verify the authenticity or validity of the Property.
- 14.4 The Custodian accepts the same level of responsibility to the Client for any nominee company controlled by the Custodian, or any nominee company controlled by an Affiliate of the Custodian, with respect to any requirements of the applicable custody rules.
- 14.5 Nothing in this Agreement shall exclude or restrict any duty or liability which the Custodian may have to the Client under the HCMC rules and regulations.
- 14.6 In acting under this Agreement, the Custodian shall act solely as a custodian of the Client and will not assume any obligation or responsibility towards or relationship of agency or trust or any duty of care under common law relating to custody of the property and its administration for or with any third party.

15. INDEMNIFICATION OF THE CUSTODIAN

Without prejudice to any other right of indemnity to which the Custodian is entitled under applicable law, but subject to Clause 14.1, the Client shall indemnify the Custodian and keep it indemnified against all Liabilities and Costs to which it or a nominee company controlled by it may be or become subject or which may be incurred by it in the discharge or purported discharge of any of its functions under this Agreement or in respect of any other matter or thing done or omitted in any way relating to this Agreement (including all Liabilities and Costs incurred in disputing or defending any of the foregoing).

16. INTERESTS OF THE CUSTODIAN AND ITS AFFILIATES

The Custodian and any of its Affiliates may effect transactions in which the Custodian or its Affiliates or another client of the Custodian or its Affiliates has, directly or indirectly, a material interest or a relationship of any description with another party which involves or may involve a potential conflict with the Custodian's duty to the Client. The Custodian will ensure that such transactions are effected on terms which are not materially less favourable to the Client than if the conflict or potential conflict had not existed. The Custodian's Conflicts of Interest Policy sets out the types of actual or

potential conflicts of interest which affect the Custodian's business and provides details of how these are

managed. For the purposes of this Clause 16, Conflicts of Interest Policy shall mean the custodian's policy for dealing with identification and management of conflicts of interest in accordance with the HCMC rules and regulations.

17. AUDIT

The Custodian will at the request of the Client or the Manager and subject to reasonable prior notice permit the Client to have access during normal business hours to its premises to

examine any matter relating to the Services, provided that the Custodian may at its discretion restrict access to the extent that it will prejudice the Custodian's security arrangements or its duty of confidentiality to its other clients.

18. STATEMENTS AND OTHER INFORMATION

- 18.1 The Custodian will prepare Statements at least every three months or at such other (more regular) frequency as may be agreed in writing by the Custodian and the Client. The value of assets shown on the Statements will be determined by the Custodian using information received from reputable published sources and/or the Custodian's reasonable judgement.
- 18.2 The Client is recommended to examine each Statement promptly on receipt and notify the Custodian as soon as reasonably practicable of any errors and discrepancies.
- 18.3 The Custodian will provide the Client with such information about the Property as the Client may request in writing from time to time. The Custodian will have no obligation to forward to the Client any other information received by the Custodian in relation to the Property other than as set out in this Clause 18 or the Custodian's service level definition.
- 18.4 The Client hereby acknowledges that the Overseas Cash Accounts are set up in the Client's own name by the Custodian as agent and accordingly cash balances in such Overseas Cash Accounts are held by the relevant Sub-Custodian or other account bank for the Client. The Custodian shall owe the Client no obligations in relation to Overseas Cash Accounts save as set out in this Agreement.
- 18.5 The Custodian and Client will set up arrangements so that statements of Overseas Cash Accounts are sent directly to the Client. The Custodian will use reasonable endeavours to forward statements relating to Overseas Cash Accounts from Sub-Custodians or other account banks to the Client, where they are sent in error to the Custodian and not sent directly to the Client.
- 18.6 The Custodian has no duty to disclose to the Client any information in the possession of the Custodian or any Affiliate of the Custodian which might indicate that Instructions received by the Custodian may not be in the best interests of the Client.

19. COMPLAINTS AND CLAIMS

- 19.1 All formal complaints by the Client should in the first instance be sent to the Head of Compliance, HSBC France, Athens Branch at the Custodian's address for Notices.

20. DISCLOSURE OF INFORMATION

- 20.1 The parties will treat information about each other, the Property and the Services **(Confidential Information)** as secret and confidential and will not, without the other party's prior written consent or authority, disclose to any third party the Confidential Information

except in the following circumstances (in which case the Confidential Information may be disclosed to third parties, including Affiliates of the relevant party):

- (a) by the Custodian, where necessary to perform the Custodian's obligations under this Agreement; or
- (b) where the disclosing party is under a legal or regulatory obligation to disclose, where the law permits it to do so or where the disclosing party has been requested to do so by any legal, regulatory, governmental or fiscal body in any jurisdiction.

20.2 The Custodian may collect, use and disclose personal data about the Client (if it is an individual) or individuals associated with the Client (whether or not it is an individual), so that the Custodian can carry out its obligations to the Client and for other related purposes, including auditing, monitoring and analysis of its business, fraud and crime prevention, money laundering, legal and regulatory compliance, and the marketing by the Custodian or members of the HSBC Group of other services. The Custodian will keep the personal data up to date. The Custodian may also transfer the personal data to any country (including countries outside the European Economic Area where there may be less stringent data protection laws) to process information on the Custodian's behalf. Wherever it is processed, the personal data will be protected by a strict code of secrecy and security to which all members of the HSBC Group, their staff and any third parties are subject and will only be used in accordance with the Custodian's instructions.

20.3 The Client can be at all times informed in respect to the process of his personal data and information in accordance with the EU Regulation 2016/679 and the respective implementing local law kept with the Bank, by the Privacy Notice of the Bank, as in force which is easily available at its public website and branches, as it explains what information are collected, how that information are used, with whom it will be shared, the circumstances when it is shared and what steps are taken to make sure it stays private and secure and the data subjects' rights and that in all cases the Privacy Notice should be read carefully.

21. PROVISION, UPDATING AND COMMUNICATION OF TAX DOCUMENTATION

21.1 The Client shall within ten Business Days, or such other shorter period as the Tax Rules may prescribe, of a written request by the Custodian provide the Custodian with such Tax Documentation as the Custodian reasonably requests in connection with any Tax Rule applicable to the Client, the Custodian or its Affiliates. The Client shall notify the Custodian and provide relevant updated Tax Documentation as soon as reasonably practicable, and in no event more than 30 days following a material change in the validity of, or information contained in, any Tax Documentation that the Client previously provided to the Custodian.

21.2 The Custodian and its Affiliates may provide Tax Documentation received from the Client to, and may request and receive Tax Documentation relating to the Client from, any Delegate or other Person receiving payments for the account of, or making payments to the Client or the Custodian for the account of the Client, if the Custodian or Affiliate reasonably determines that any such action is required by, or would mitigate an adverse result under, any Tax Rule (including, without limitation, the application of a Deduction in respect of Taxes, the reporting of information, or the closing, transferring or blocking of an account).

22. COMPLIANCE WITH TAX RULES

The Custodian and its Affiliates may take or refrain from taking any action the Custodian or the Affiliate reasonably determines it is required by any Tax Rule to take or refrain from taking, including without limitation:

- (a) making any Deduction in respect of any payment it receives for the account of or makes to the Client;
- (b) reporting to Tax Authorities any information, including without limitation Tax Documentation, relating to the Client, its direct or indirect owners or account holders; or
- (c) closing, transferring or blocking the Client's accounts. Neither the Custodian nor any Affiliate shall be required to increase any payment in respect of which it makes any such Deduction or otherwise compensate the Client or any other Person for that Deduction.

23. AMENDMENT

23.1 Subject to Clauses 23.2 and 23.3, this Agreement may only be amended by the written agreement of the parties.

23.2 The Custodian's service level definition may be amended at any time by the Custodian giving at least 10 Business Days' Notice to the Client unless it is impracticable in the circumstances to do so.

23.3 Where changes in market practice and/or legal or regulatory requirements necessitate a change or changes in the manner in which the Custodian can provide the Services, this Agreement may be amended by the Custodian giving at least 10 Business Days' Notice to the Client unless it is impracticable in the circumstances to do so and such amendments shall take effect from the date specified in the Notice.

24. ASSIGNMENT OR TRANSFER

Neither party may assign or transfer its rights, obligations or duties under this Agreement or any part thereof without the prior written consent of the other party which may be withheld or given in the absolute discretion of that other party, provided that the Client hereby consents to the assignment or transfer of the benefit and burden of this Agreement by the Custodian to an Affiliate of the Custodian subject to the Custodian giving the Client not less than 20 Business Days' Notice of such assignment or transfer unless it is impracticable in the circumstances to do so. Any successor in interest of the Custodian and the Client respectively shall be bound by this Agreement.

25. TERMINATION

25.1 Subject to Clause 25.2, this Agreement may only be terminated by either party giving 30 days' Notice to the other party.

25.2 A party may terminate this Agreement with immediate effect by giving Notice to the other party (the **Defaulting Party**) should any of the following occur to the Defaulting Party:

- (a) it has committed a material breach or is in persistent breach of the terms of this Agreement and has not remedied the specified breach which is capable of being remedied within 30

days of Notice served on it by the non-defaulting party specifying the breach which must be remedied; or

(b) an Insolvency Event has occurred in relation to the Defaulting Party.

25.3 Each party shall immediately notify the other party on becoming aware that it is or may become subject to an Insolvency Event in accordance with the service level definition.

25.4 Termination shall be without prejudice to the completion of transactions entered into but not completed prior to termination and following termination, the Custodian will continue to hold the Property on the terms of this Agreement until the Property is delivered to the Client (or such other person as specified in Instructions). Fees will be calculated up to the later of the delivery of the Property to the Client (or such other person as specified in Instructions) or the expiry of any notice period and will be payable (together with any value added tax) on or before the proposed day of delivery of the Property. The Custodian is not required to undertake such delivery until its fees

have been paid in full. All remedies under the Agreement shall survive the termination of the Agreement.

25.5 Subject to the completion of transactions entered into but not completed prior to termination, and the exercise by the Custodian of its rights under this Agreement or any applicable law, the Custodian will as soon as reasonably practicable after termination of this Agreement deliver to the Client (or such other person as specified in Instructions) the Property held at the date of termination.

26. INSTRUCTION IN THE EVENT OF INSOLVENCY

Where an Insolvency Event occurs in relation to the Client, the Client shall ensure new Authorised Representatives are appointed to give Instructions where relevant. For the avoidance of doubt where there is no Authorised Representative, the Custodian will have sole discretion without liability (except where prevented by law) over whether to act on any Instruction.

27. SEVERANCE

The invalidity, illegality or unenforceability (in whole or in part) of any of the terms of this Agreement in any jurisdiction shall not affect the validity, legality and enforceability of the remaining terms or the other parts of such terms (as applicable) in the relevant jurisdiction or any of the terms of this Agreement in any other jurisdiction.

28. WAIVER

No concession, indulgence, waiver, forbearance or single or partial exercise of any right or remedy by a party shall prevent that party from enforcing any right or remedy (whether under

the terms of this Agreement or otherwise) in relation to a continuing or subsequent breach of or default under this Agreement.

29. THIRD PARTY RIGHTS

This Agreement does not confer a benefit on any person who is not a party to it. A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

30. NOTICES

- 30.1 All Notices shall be in writing in the Greek or English language and shall be delivered by hand, registered or recorded delivery post, facsimile or courier .
- 30.2 In the absence of evidence to the contrary, a Notice shall be deemed to have been received:
- (a) if delivered by hand, at the time of delivery if it is delivered during the normal business hours of the addressee on a Business Day and if not, on the next following Business Day;
 - (b) if delivered by facsimile, at the time receipt is confirmed under Clause 30.3 and
 - (c) if delivered by post or courier, when the addressee signs to take delivery.
- 30.3 A party delivering a Notice by facsimile shall telephone the addressee during the normal business hours of the addressee to confirm receipt of the Notice.

PART IX

TERMS FOR RENDERING INSURANCE INTERMEDIARY SERVICES TO INDIVIDUALS IN ACCORDANCE WITH LAW 4583/18.12.2018

Capacity to act as an insurance intermediary: The Bank may render insurance intermediary services in Greece on a fee basis under the rules on the freedom of establishment according to the confirmation of notification by the Supervisory Body (BoG) in accordance with the provisions of Law 4583/18.12.2018 (Official Government Gazette, 1st Issue, 212), the Directive (EU) 2016/97 of the European Parliament and of the Council of 20th January 2016 on insurance distribution and the related Regulations issued. Therefore, the Bank is also an insurance intermediary, rendering insurance intermediary services to the client related to distribution of insurance products. "Insurance Distribution" performed by the Bank in Greece in accordance with the provisions of law 4583/2018 means "the activities of advising on, proposing, or carrying out other work preparatory to the conclusion of contracts of insurance, of concluding such contracts, or of assisting in the administration and performance of such contracts, in particular in the event of a claim" .

Professional Liability Policy: HSBC France as an insurance intermediary retains a professional liability insurance policy, covering all countries in the E.U. area and the Greek branch in accordance with the relevant provisions of the European legislation for insurance distribution activities.

General information provided to the client: The Bank acting as an insurance intermediary makes the following disclosures to the client in good time and before the conclusion of an insurance contract: **(a)** its identity and address, that it is an insurance intermediary and the relevant category under which is registered as follows: HSBC FRANCE, Athens Branch, Address: Messogeion Avenue, 109-111, 115 26, Athens, Business Commercial Registry 143407060001, T.I.N. 997011129, Athens Tax Office for Societe Anonymes. HSBC France is incorporated under the laws of France as a société anonyme (SIREN number 775 670 284 RCS Paris), having its registered office at 103, avenue des Champs-Élysées, 75008 Paris, France. Furthermore, HSBC France is registered as an insurance broker with the French Organisation for the Registration of financial intermediaries (Organisme pour le Registre unique des Intermédiaires en Assurance, banque et finance – www.orias.fr) under nr.07005894, **(b)** that it provides to the client advice about the insurance products sold as Law 4583/18.12.2018 specifically requires, **(c)** the procedures enabling customers and other interested parties to register complaints about insurance intermediaries and about the out-of-court complaint and redress procedures, **(d)** that is acting on behalf and in the name of the insurance undertaking under the name «ALLIANZ HELLAS Insurance Company S.A.», with company seat in Athens, Greece (Building C, Athens Avenue 110, 104 42, Business Commercial Registry 00234101000), **(e)** that the Bank is allowed to sell insurance-based investment products and **(f)** that the above insurance company has not provide the Bank with an authorization to collect the insurance payments by the client on its behalf.

Information given to the client regarding the procedures of registering complaints: The Customer declares that has been informed by the Bank that he is able to register complaints against the Bank as an insurance intermediary for acts or omissions during the rendering of services of insurance intermediation as provided in article 10 of law 4583/18.12.2018 and that he was also informed for the provisions of article 11 of law 4583/18.12.2018 about the redress procedures and that he is also able to refer his complaints to the responsible persons or authorities in accordance with the current legislation, being for example the Counsel of Consumers or to other authorities for out of court complaints/redress procedures, officially registered in the Registry of the General Directorship for the protection of Consumers in accordance with article 18 of joint ministerial decision 70330fin/30.6.2015 of the Ministries of Finance, Infrastructures, Shipping and Tourism, Justice, Transparency and Human Rights.

Conflicts of interest and transparency: The Bank acting as an insurance intermediary in good time before the conclusion of an insurance contract in addition to the above and in accordance with the provisions of article 28 of Law 4583/18.12.2018 makes the following disclosures to the client: **(a)** that it does not have a holding, direct or indirect, representing 10 % or more of the voting rights or of the capital of the above stated insurance undertaking, **(b)** that above stated insurance undertaking or parent undertaking of the above stated insurance undertaking does not have a holding, direct or indirect, representing 10 % or more of the voting rights or of the capital in the insurance intermediary, **(c)** in relation to the proposed contract that is under a contractual obligation to conduct insurance distribution business exclusively with one insurance undertaking, i.e. the insurance company under the name «ALLIANZ HELLAS Insurance Company S.A.», with company seat/address in Athens, Greece (Building C, Athens Avenue 110, 104 42, Business Commercial Registry 00234101000) as legally represented and **(d)** regarding the nature of the remuneration received in relation to the insurance contract that the Bank works with commissions included in the insurance premium, paid to it by the insurance undertaking under the name «ALLIANZ HELLAS Insurance Company S.A.». Whenever the provisions of par. 2 of article 29 of Law 4583/18.12.2018 are applicable, the Bank notifies to the client regarding any of the later payments the information provided by par. 1 of article 29 of Law 4583/18.12.2018.

Updating the client regarding remuneration: The client declares that has been informed by the Bank as stated above and in the Law for its remuneration, its nature, the commissions or the benefits that the Bank receives as an insurance intermediary and for its relationship with the insurance undertaking, promptly and before the commencement of any sale activity. Also the client was informed that the Bank safeguards through effective policies established by it from time to time that any remuneration based on sales targets does not offer any type of incentive in order a specific product to be proposed to the client. The Bank as an insurance intermediary does not accept any type of remuneration or does not remunerate or assess its employees in a manner that contradicts their duty to act in the interest of the client. More specifically the Bank does not conclude any commercial agreement or other cooperation by which is established a remuneration, a sales target or a financial benefit of the intermediary in any form that could be an incentive for the Bank or its employees to propose a specific insurance product to the client, whilst they would be able to offer a different insurance product, more satisfactory in accordance with his needs. "Remuneration" is defined by the Law as the commission calculated on the insurance premium, and any additional charge or other payment, including an economic benefit of any kind or any other financial or non-financial advantage or incentive offered or given by the insurance undertaking or the customer in respect of insurance distribution activities.

General Principles of the Code of Conduct of the Bank: The Bank as an insurance intermediary when rendering its services is acting on a fair, objective and professional manner having in mind the best possible way of servicing the interests of its client. Notwithstanding the provisions of article 32 of Law 4583/18.12.2018, when the insured risk is in Greece or the member state of the insured obligation is Greece or when the insured person/beneficiary of the insurance contract is resident of Greece, the Bank is obliged to give advice to the client in accordance with the articles 30 and 40 of above law, during the insurance distribution procedure of insurance products of all insurance sectors. Accordingly, prior to the conclusion of an insurance contract, the Bank: (a) explains to the client the terms of the insurance contracts proposed, the rights and the obligations of the client and secures that the information that the client receives is on time, in full, correct, sufficient and proper, (b) informs the client for the consequences of the premature interruption or cancellation or redemption of the insurance contract and for any risks excluded and informs him for his obligation to prepay the insurance premium and for the consequences of the non prompt payment of the owed insurance premium, (d) informs the client for his rights to go against and ask the withdrawal or the termination of the contract and deliver to him the relevant documents with a delivery receipt, (e) informs the client in case the Bank ceases to render the activity of insurance distribution and (f) distributes only products of insurance undertakings rendering services legally in Greece. The Bank complies with all above obligations not only prior to the conclusion of a contract, but also in case of changes of specific clauses of insurance products or insurance undertakings. In the context of its duties the Bank safeguards that every insurance product proposed to the client satisfies his demands and needs and it is presented to him in a comprehensible form and in a manner which is fair, clear and not misleading.

Standards for sales of insurance products and insurance product information document: Prior to the conclusion of an insurance contract, the Bank as an insurance distributor shall act as follows: (a) specifies, on the basis of information obtained from the client, the demands and the needs of that client. The proposed insurance product and any proposed insurance contract must meet the demands and the needs of that client. (b) Explains to the client the characteristics of each insurance product in an objective and comprehensible manner, in order to allow the client to choose an insurance product and make an informed decision for concluding an insurance contract, after the client having been sufficiently informed for the insurance coverage and the rights and the obligations of both parties. Specifically, during the insurance distribution of products of the insurance sectors of

par.1 article 4 of law 4364/2016 (A 13), it shall provide the customer with the relevant insurance product information document in accordance with the law.(c) Provides the client with an advice for a specific insurance product or a specific insurance contract and explains to the client why the particular proposed product would best meet the customer's demands and needs. Advice is defined by law the personalized recommendation to the client, provided during insurance distribution in relation to one or more insurance contracts given by one of the ways specified by law 4583/18.12.2018 and below.

Insurance product information document: The insurance undertaking draws up a product information document for the insurance product, on paper or on another durable medium. The Bank acting as insurance intermediary provides the client free of any charge before the conclusion of an insurance contract with the above product information document, provided by the insurance undertaking with which the client wishes to conclude an insurance contract, without assuming any liability for its context, for which only its author is liable.

Information Conditions: The information of articles 28, 29, 30 and 40 of law 4583/18.12.2018, shall be provided to the client on paper and free of any charge in the Greek language or in any other language following an agreement between the parties. All above information shall be communicated in a clear and accurate manner, comprehensible to the client. Exceptionally, all above information is allowed to be communicated by the Bank as an insurance intermediary with one of the following means: a) on another durable medium (not paper) when requirements of the law are fulfilled and b) through the website www.hsbc.gr, when requirements of the law are fulfilled. The client hereby declares that he wishes to be informed on paper for any related information given to him from time to time.

Product oversight and governance requirements: The Bank as an insurance intermediary providing advice or suggesting insurance - based investment products that does not manufacture itself, maintains appropriate organizational arrangements in order to receive by the insurance undertaking the appropriate information for the insurance product and the product approval process. Such information includes the identified target market for the insurance product and the understanding of the characteristics and the identified target market for every insurance product. Compliance with above obligations, does not release the Bank as an insurance intermediary from any other of its obligations, including those related to the information of the client, prior to the conclusion of a contract, the Report of Assessment of Suitability and Appropriateness of the product, the warning that the product is not suitable, the identification and management of any conflict of interest and the remuneration of any nature received by the insurance distributor during its activities.

Additional requirements for insurance distribution of insurance-based investment products:

Prevention of conflicts of interest: The Bank acting as an insurance intermediary in insurance distribution of insurance-based investment products maintains and applies effective and reasonable organizational and administrative arrangements designed in order to prevent conflicts of interest. Those policies are sufficient in relation to its activities, its type as a distributor and the insurance products distributed. The Bank as an insurance intermediary has all appropriate arrangements for the identification in good time of any conflicts of interest of itself, including its managers and employees, or any person directly or indirectly linked to it by control, and of one or more clients, that arise in the course of carrying out any insurance distribution activities. If the Bank as an insurance intermediary believes that, despite all above measures, there still exist risks of damage to customer interests, then it shall disclose to the client on paper or any other durable medium, clearly and in good time before the conclusion of an insurance contract, the following: a) the general nature or sources of the conflicts of interest and b) sufficient details, taking into account the nature of the client,

in order to enable that client to take an informed decision with respect to the insurance distribution activities in the context of which the conflict of interest arises. The Bank may pay or receive fees, commissions or non-monetary debts to and from a company of the HSBC Group or any third party, where this is allowed by law and/or regulations of its regulators. The Bank has employed appropriate internal procedures to ensure that in any case the Bank does not receive fees, commissions or any other benefits not permitted by the Law. The Bank may accept payment of commissions and other benefits from third parties to the extent that the receipt of such commissions or benefits does not affect the interests of its clients, whilst it ensures that such said commissions or benefits are given for the enhancement of the quality of the services provided.

Obligations of retaining records: The Bank as an insurance intermediary-Insurance Broker retains appropriate for its volume and form of activities accounting and IT records. Similarly, the Bank shall establish a record that includes one or more documents agreed between the client, itself or the insurance undertaking, setting out the rights and obligations of the parties, and the other terms on which the Bank as an insurance intermediary provides services to the client. The rights and duties of the parties to the contract may be incorporated by reference to any other documents or legal texts. The records are retained at least for the whole duration of the relationship between the Bank as an insurance intermediary or the insurance undertaking and the client.

Information to clients for insurance distribution costs: The client declares that has been informed by the Bank as an insurance intermediary, in good time before the conclusion with regard to the distribution of an insurance-based investment product, for all distribution costs and for any related charges. That information included as well as the following: (a) whether the insurance intermediary will provide the client with a periodic assessment of the suitability of the recommended insurance and under which requirements, (b) appropriate guidance on, and warnings of the client of the risks associated with the insurance-based investment products or in respect of particular investment strategies proposed and (c) information on all costs and related charges of the product, not relating to the market fluctuations and related with its distribution, including the cost of advice, that is not included in the insurance premium, the cost of the insurance-based investment product, also encompassing any third party payments, and how the client may pay for it. The costs and charges shall be in aggregated form to allow the client to understand the overall cost until the end of the insurance-based investment contract as well as the cumulative effect on the return of the investment. This information is provided in a comprehensible form in such a manner that the client is able to make a choice of a product and to take investment decisions on an informed basis not only for the rights and the covered risks, but also for the obligations, burdens and risks born for him associated with the insurance-based investment product. Information is given on a regular basis, at least annually, during the whole life cycle of the insurance-based investment product.

Collection of information for the provision of advice: The Bank as an insurance intermediary determines the length of the information that it will collect by the client in accordance with the characteristics of the advices that it must provide to its client. The Bank as an insurance intermediary informs its clients, in a clear and simple way that the purpose of the suitability assessment is to offer them the ability to act for the best interest of each client. Taking into consideration that each recommended insurance contract complies with the demands and needs of the client, the Bank as an insurance intermediary determines whether the client has the necessary knowledge and experience, so as to be able to understand the underlying risks in relation to the recommended or requested service or product when it assess whether a distributed service or product is suitable for the client. The Bank declares and warrants the Bank that all the information provided by him to the Bank is true, precise and complete and that the Bank may rely on those. The Bank as an insurance

intermediary is allowed to take any reasonable steps in order to safeguard the reliability of the information collected in relation to clients (potential clients) in relation to the suitability assessment.

Assessment of suitability and appropriateness of the product and statement to clients: When providing distribution services for insurance-based investment products, the Bank shall also obtain the necessary information regarding the client's knowledge and experience as investor in insurance-based investment product or in financial instruments in accordance with the delegated Regulation (EU) 2017/2359 of the Committee (article 17 par. 1 (a) and (b), that person's financial situation including that person's ability to bear losses, and that person's investment objectives, including that person's risk tolerance, so as to enable it to recommend to that client the insurance-based investment products that are suitable for that person and that, in particular, are in accordance with that person's risk tolerance and ability to bear losses and his other characteristics. The Bank as an insurance intermediary, provides the client, before the conclusion of the insurance product based on the information obtained by the client, with a statement for the assessment of suitability and appropriateness of the product, whereby its advice is stated and is explained how such advice suits the choices, targets and other characteristics of the client. The Statement for the Assessment of Suitability and Appropriateness of the product is provided on paper or any other durable medium to the client as stated above and as the law requires (article 33 of Law 4583/18.12.2018). If the client does not provide the necessary information regarding with his knowledge and experience or if he provides insufficient information, the Bank as an insurance intermediary warns him that it is not in a position to assess whether the product in scope is suitable for him. The warning may be provided in a standard form. The Bank as an insurance intermediary provides the client with a regular assessment of suitability, by reviewing, on an annual basis in accordance with the best interests of its clients, the suitability of the recommended insurance-based investment products.

Context of the Assessment of Suitability Statement: That includes the following: (a) an outline of the advice given, (b) information on how the recommendation provided is suitable for the customer, in particular how it meets: (i) the customer's investment objectives, including that person's risk tolerance; (ii) the customer's financial situation, including that person's ability to bear losses and (iii) the customer's knowledge and experience. Where the Bank as an insurance intermediary has informed the client that it will carry out a periodic assessment of suitability of the insurance-based investment product, then is obliged to repeat its procedure and to provide the client with a current statement for the Assessment of Suitability and Appropriateness of Product, provided that the subsequent statements after the initial service is established may be limited to changes in the services or underlying investment assets, and/or the circumstances of the client without repeating all the details contained in the first statement.

Refraining from advice: If the Bank as an insurance intermediary does not obtain the information required in the context of article 40 par. 1 of Law 4583/18.12.2018 and of rest the provisions of the delegated Regulation (EU) 2017/2359 of the Committee provided in article 40 par. 5 of Law 4583/18.12.2018, then it will refrain from advising the client in relation with the insurance-based investment product, and will inform him that due to the submission of short information by himself, the Bank is not able to assess whether the specific insurance-based investment product is suitable for him so as to provide him with the statement of suitability assessment of the product. In case that the client, although he has received the above declaration, wishes to conclude the specific insurance contract, the Bank as an insurance intermediary, is obliged to assess, based on the information provided, whether the specific product is suitable for the client and in a negative case, is obliged to warn him accordingly as provided by law.

Governing law and jurisdiction: Any disputes between the parties will be governed by the Laws of Greece and be referred to the competent courts, which are agreed between the parties to be the competent in terms of the disputed amount Courts of the city of Athens.

ATTACHMENT 1

GENERAL INFORMATION REGARDING THE PROTECTION OF DEPOSITS

| | |
|---|--|
| Deposits in HSBC France are protected by: | The Fonds de Garantie des Dépôts et de Résolution (the FGDR). |
| Limit of Protection | €100,000 per depositor per credit institution (see note 1). HSBC France also uses the following trading names: in France: HSBC, HSBC Private Bank, and in Greece: HSBC |
| If you have more accounts at the same credit institution: | All your eligible deposits recorded in your accounts at the same credit institution are aggregated and the total is subject to the limit of €100,000 (or equivalent) (see note 1). |
| If you have a joint account with other person(s): | The limit of €100,000 applies to each depositor separately. The balance in a given joint account is shared out between joint account holders. The share allocated to each is added to each own balances in order to calculate the guarantee limit applying to each (see note 2). |
| Other special cases: | See note 2. |

| | |
|---|---|
| Reimbursement period in case of credit institution's failure: | Seven (7) business days (see note 3). |
| Currency of reimbursement | Euro |
| Contact: | Fonds de Garantie des Dépôts et de Résolution (FGDR) 65, Rue de la Victoire, 75009 Paris, France Tel.: +33 (0) 158 183 808 Email: contact@garantiedesdepots.fr |
| More information: | Visit the FGDR's website: http:// www.garantiedesdepots.fr/ |

Additional information:

Note 1: General limit of protection

If a deposit is unavailable because a credit institution is unable to meet its financial obligations, depositors are repaid by a deposit guarantee scheme. The limit of protection is €100,000 per person per credit institution. This means that all accounts showing a credit balance with a given credit institution are aggregated in order to determine the amount eligible for coverage under the deposit guarantee scheme (subject to the application of legal or contractual provisions relating to set off with a debit balance). The limit of protection applies in respect of that aggregated amount. The deposits and the persons eligible for this deposit guarantee scheme are set out in Article L. 312-4-1 of the French Monetary and Financial Code (for more details, please consult the website of the Fonds de Garantie des Dépôts et de Résolution (the FGDR)).

If, for instance, a customer holds an eligible saving account (excluding Livret A, Livret de Développement Durable and Livret d'Épargne Populaire) with €90,000 and a current account with €20,000, the limit of protection will be €100,000.

This method will also apply when your credit institution operates under several trading names. HSBC France also trades under the names HSBC and HSBC Private Bank in France, and under the name HSBC in Greece. This means that all deposits with one or more of these trading names are in total covered up to €100,000.

Note 2: Main specific cases

Joint accounts are equally shared between joint account-holders, unless a contractual term provides otherwise. The amount due to each account-holder is added up to the latter's own accounts or deposits, and the deposit guarantee scheme of up to €100,000 applies to that total.

Accounts to which two or more persons are entitled as joint owners, members of a business partnership, association or grouping of a similar nature, without legal personality, are aggregated and treated as if made by a single depositor distinct from the joint owners or shareholders/partners.

Accounts held by Entrepreneurs Individuels à Responsabilité Limitée (EIRLs), opened in order to deposit business assets and to make bank deposits on behalf of their businesses, are aggregated and treated as if made by a single depositor distinct from the other accounts of such individuals.

Sums held in saving accounts named Livrets A, Livrets de Développement Durable – LDDs – and Livrets d'Épargne Populaire – LEPs – are guaranteed separately from such aggregated amount of €100,000 applicable to other accounts. This guarantee relates to the sums deposited in all such specific deposit accounts in the name of a given account-holder and also to the interest concerning such sums up to a maximum of €100,000 (for more details, see the website of Fonds de Garantie des Dépôts et de Résolution - the FGDR).

For instance, if a customer has a Livret A and a LDD with a total balance of €30,000 and also a current account of €90,000, that customer will be repaid, firstly, of €30,000 regarding his or her livrets and, secondly, of €90,000 regarding his or her current account.

Some deposits of an exceptional nature (temporary high balances arising out of a property transaction relating to the depositor's main residence; payment to the depositor of compensation for damages; payment to the depositor of retirement benefits or an inheritance) give rise to an increased level of coverage of more than €100,000 for a limited time period following their payment into an account (for more details, please consult the website of the FGDR).

Note 3: Reimbursement

The FGDR will repay your eligible deposits within seven (7) business days from the date on which the Autorité de Contrôle Prudentiel et de Résolution formally records the unavailability of deposits held by a member credit institution by virtue of the first sub-paragraph of Article L. 312-5 of the French Monetary and Financial Code. This seven-day reimbursement timeframe will be applicable from 1 June 2016; prior to that date, the timeframe is 20 working days.

This timeframe relates to repayment which does not involve any special treatment or any additional information required to determine the repayment amount or the depositor's identity. If special treatment or additional information is required, repayment will take place as soon as possible.

The repayment will be made available, at the discretion of FGDR:

- Either by cheque enclosed in a letter sent by registered mail with acknowledgement of receipt;
- Or by entering the necessary information online in a secure internet area created especially for this purpose by the FGDR and accessible from its official website (see below), in order to enable the beneficiary to provide details of the new bank account into which the beneficiary wishes the repayment to be paid by means of a bank transfer.

Note 4: Other important information

The general rule is that all customers, whether retail depositors or businesses and whether their accounts were opened for private use or for use by a business, are covered by the FGDR. Exceptions for certain deposits and products are stated on the FGDR's website.

Your credit institution will inform you upon request whether its products are covered or not. If a deposit is covered, the credit institution shall also confirm this on the account statements sent to you periodically and at least once a year.

THE CUSTOMER EXPRESSLY AND UNRESERVEDLY DECLARES AND ACKNOWLEDGES THAT: HE/SHE COMPLETELY UNDERSTANDS HIS/HER RIGHT TO EXAMINE THESE TERMS AND CONDITIONS AND ANY TERMS REFERRED TO ANY APPLICATION OF OPENING ACCOUNT AND ANY OTHER PRODUCT AND/OR SERVICE OF THE BANK HAVING ASKED FOR INDEPENDENT LEGAL ADVICE OF HIS/HER CHOICE AND THAT HE/SHE HAS RECEIVED A COPY OF THESE TERMS AND CONDITIONS WHICH HE/SHE HAS STUDIED, COMPREHENDED AND HE/SHE EXPRESSLY AND UNRESERVEDLY ACCEPTS AND ACKNOWLEDGES THAT THE THE TERMS AND CONDITIONS OF THE HSBC ONLINE BANKING SERVICE, THE BANK'S PRICE LIST FOR PROVIDED SERVICES, DEPOSIT AND LOAN INTEREST RATE TABLES, CUT-OFF TIMES FOR EACH SERVICE CHANNEL TABLES AND CURRENCY CUT-OFF TIMES TABLES, AS APPLICABLE, CONSTITUTE AN INTEGRAL PART OF THESE TERMS AND CONDITIONS AND ARE AVAILABLE IN BRANCH, THE BANK'S WEBSITE AND THROUGH THE BANK'S HSBC PHONE BANKING AND HSBC ONLINE BANKING SERVICES, AND THAT HE/SHER RECOGNIZES TO HAVE RECEIVED FROM HSBC FRANCE ATHENS BRANCH THE INFORMATION REGARDING (I) THE IDENTIFICATION OF THE

STATUTORY DEPOSIT GUARANTEE SCHEME PROVIDED BY THE FRENCH FONDS DE GARANTIE DES DÉPÔTS ET DE RÉOLUTION (FGDR) AND, (II) THE DEPOSITS WHICH ARE NOT ELIGIBLE FOR THE FGDR STATUTORY DEPOSIT GUARANTEE SCHEME AND ALSO RECOGNIZES TO HAVE BEEN INFORMED THAT HE WILL RECEIVE ANNUALLY AN INFORMATION SHEET CONCERNING THE FGDR STATUTORY DEPOSIT GUARANTEE SCHEME WHICH HE/SHE FULLY ACCEPTS IN THEIR ENTIRETY AND SIGNS AS FOLLOWS:

Branch

Date_____

HSBC France, Athens branch

Authorised signature

THE 1ST JOINT HOLDER

Name-Surname/Signature

Date_____

Customer's Personal number_____

(filled out by Bank)

THE 2ND JOINT HOLDER

Name-Surname / Signature

Date_____

Customer's Personal number_____

(filled out by Bank)

THE 3RD JOINT HOLDER

Name-Surname / Signature

Date_____

Customer's Personal number_____

(filled out by Bank)

Account number _____

(filled out by Bank)

FORM VERIFYING ACCEPTANCE AND RECEIPT OF COPY OF GENERAL TERMS AND CONDITIONS FOR INDIVIDUALS (version 04/2020) COMPRISED OF PARTS I UNTIL IX (inclusive) WHICH INCLUDE, *INTER ALIA*, THE TERMS AND CONDITIONS OF THE PAYMENT SERVICES FRAMEWORK CONTRACT, DEBIT AND CREDIT CARD AS WELL AS OVERDRAFT TERMS, SPECIAL TERMS AND CONDITIONS OF PREMIER AND ADVANCE CUSTOMERS AND TERMS FOR THE BANK'S ALTERNATIVE CHANNELS FOR PAYMENT SERVICES, TERMS FOR THE PROVISION OF INVESTMENT SERVICES TO RETAIL CUSTOMERS AND TERMS FOR RENDERING INSURANCE INTERMEDIARY SERVICES TO INDIVIDUALS WHICH ALONG WITH THE HSBC ONLINE BANKING SERVICE TERMS AND CONDITIONS, THE BANK'S PRICE LIST FOR PROVIDED SERVICES, DEPOSIT AND LOAN INTEREST RATE TABLES, CUT-OFF TIMES FOR EACH SERVICE CHANNEL TABLES AND CURRENCY CUT-OFF TIMES TABLES, AS APPLICABLE, CONSTITUTING AN INTEGRAL PART OF THESE TERMS AND CONDITIONS, AVAILABLE IN BRANCH, THE BANK'S WEBSITE AND THROUGH THE BANK'S HSBC PHONE BANKING AND HSBC ONLINE BANKING SERVICES.

By signing this form each of the following customer declare, expressly and unreservedly, that *inter alia*:

- I received a copy of the above version (version 04/2020) of the Bank's General Terms and Conditions for individuals and I am aware that any amendments of the terms shall be notified in the manner defined in clause 1 of Section I of the Terms [indicatively in the Bank's branches, public website, through messages to the provided e-mail address in respect to the Bank's Online Banking service, the statements (paper or/and e-statements) etc.]
- I have studied and I fully comprehend and expressly and unreservedly accept in their entirety the general terms and conditions for individuals (version 04/2020), acknowledging that the Bank's price list for provided product and services, the Bank's deposits and loans interest rates' tables, cut-off times for each service channel tables and currency conversion cut-off times tables, as applicable, constitute an integral part of these terms and conditions for individuals whilst the price list and tables are available in the Bank's branches and website and through the Bank's HSBC Phone Banking and HSBC Online Banking services I have been informed and I fully comprehend, amongst others, the terms in respect to amendment of terms, termination of contractual relationship, in whole or in part, with the Bank and closure of account(s).
- I fully comprehend and accept that in case I do not object in writing on any amendments of the Bank's General Terms and Conditions, including the Framework Contract on payment services and/or the separate banking agreements, the applicable amendments will apply and therefore the entirety of the terms are binding and fully accepted.
- I have been informed on the Privacy Notice of the Bank at its public website and branches which I must at all times carefully read as it explains what information are collected, how that information are used, with whom it will be shared, the circumstances when it is shared and what steps are taken to make sure it stays private and secure and the data subjects' rights.
- I've been also notified on the disclosure and access to inter-banking files of TIRESIAS S.A.
- I certify the accuracy, genuineness and correctness of the data and documents submitted for the account (sole or joint, per case) opening and during the whole term of my contractual relationship with the Bank

☐ I recognize to have received from HSBC France Athens branch the information regarding (i) the identification of the statutory deposit guarantee scheme provided by the French Fonds de Garantie des Dépôts et de Résolution (FGDR) and, (ii) the deposits which are not eligible for the FGDR statutory deposit guarantee scheme and also recognize to have been informed that I will receive annually an information sheet concerning the FGDR statutory deposit guarantee scheme.

This form is kept with the Bank's records.

Branch _____ Date_____

HSBC France, Athens branch

Authorised signature

THE 1ST JOINT HOLDER

Customer's Personal number _____

(Filled out by Bank)

Name-Surname/Signature _____ Date_____

FORM VERIFYING ACCEPTANCE AND RECEIPT OF COPY OF GENERAL TERMS AND CONDITIONS FOR INDIVIDUALS (version 04/2020) COMPRISED OF PARTS I UNTIL IX (inclusive) WHICH INCLUDE, *INTER ALIA*, THE TERMS AND CONDITIONS OF THE PAYMENT SERVICES FRAMEWORK CONTRACT, DEBIT AND CREDIT CARD AS WELL AS OVERDRAFT TERMS, SPECIAL TERMS AND CONDITIONS OF PREMIER AND ADVANCE CUSTOMERS AND TERMS FOR THE BANK'S ALTERNATIVE CHANNELS FOR PAYMENT SERVICES TERMS FOR THE PROVISION OF INVESTMENT SERVICES TO RETAIL CUSTOMERS AND TERMS FOR RENDERING INSURANCE INTERMEDIARY SERVICES TO INDIVIDUALS WHICH ALONG WITH THE HSBC ONLINE BANKING SERVICE TERMS AND CONDITIONS, THE BANK'S PRICE LIST FOR PROVIDED SERVICES, DEPOSIT AND LOAN INTEREST RATE TABLES, CUT-OFF TIMES FOR EACH SERVICE CHANNEL TABLES AND CURRENCY CUT-OFF TIMES TABLES, AS APPLICABLE, CONSTITUTING AN INTEGRAL PART OF THESE TERMS AND CONDITIONS, AVAILABLE IN BRANCH, THE BANK'S WEBSITE AND THROUGH THE BANK'S HSBC PHONE BANKING AND HSBC ONLINE BANKING SERVICES.

By signing this form each of the following customer declare, expressly and unreservedly, that:

- I received a copy of the above version (version 04/2020) of the Bank's General Terms and Conditions for individuals and I am aware that any amendments of the terms shall be notified in the manner defined in clause 1 of Section I of the Terms [indicatively in the Bank's branches, public website, through messages to the provided e-mail address in respect to the Bank's Online Banking service, the statements (paper or/and e-statements) etc.]
- I have studied and I fully comprehend and expressly and unreservedly accept in their entirety the general terms and conditions for individuals (version 04/2020), acknowledging that the Bank's price list for provided product and services, the Bank's deposits and loans interest rates' tables, cut-off times for each service channel tables and currency conversion cut-off times tables, as applicable, constitute an integral part of these terms and conditions for individuals whilst the price list and tables are available in the Bank's branches and website and through the Bank's HSBC Phone Banking and HSBC Online Banking services - I have been informed and I fully comprehend, amongst others, the terms in respect to amendment of terms, termination of contractual relationship, in whole or in part, with the Bank and closure of account(s).
- I fully comprehend and accept that in case I do not object in writing on any amendments of the Bank's General Terms and Conditions, including the Framework Contract on payment services and/or the separate banking agreements, the applicable amendments will apply and therefore the entirety of the terms are binding and fully accepted.
- I have been informed on the Privacy Notice of the Bank at its public website and branches which I must at all times carefully read as it explains what information are collected, how that information are used, with whom it will be shared, the circumstances when it is shared and what steps are taken to make sure it stays private and secure and the data subjects' rights.
- I've been also notified on the disclosure and access to inter-banking files of TIRESIAS S.A.
- I certify the accuracy, genuineness and correctness of the data and documents submitted for the account (sole or joint, per case) opening and during the whole term of my contractual relationship with the Bank

☐ I recognize to have received from HSBC France Athens branch the information regarding (i) the identification of the statutory deposit guarantee scheme provided by the French Fonds de Garantie des Dépôts et de Résolution (FGDR) and, (ii) the deposits which are not eligible for the FGDR statutory deposit guarantee scheme and also recognize to have been informed that I will receive annually an information sheet concerning the FGDR statutory deposit guarantee scheme

This form I is kept with the Bank's records.

Branch _____ Date_____

HSBC France, Athens branch _____

Authorised signature

THE 2ND JOINT HOLDER

Customer's Personal number _____

(Filled out by Bank)

Name-Surname/Signature _____ Date_____

FORM VERIFYING ACCEPTANCE AND RECEIPT OF COPY OF GENERAL TERMS AND CONDITIONS FOR INDIVIDUALS (version 04/2020) COMPRISED OF PARTS I UNTIL IX (inclusive) WHICH INCLUDE, *INTER ALIA*, THE TERMS AND CONDITIONS OF THE PAYMENT SERVICES FRAMEWORK CONTRACT, DEBIT AND CREDIT CARD AS WELL AS OVERDRAFT TERMS, SPECIAL TERMS AND CONDITIONS OF PREMIER AND ADVANCE CUSTOMERS AND TERMS FOR THE BANK'S ALTERNATIVE CHANNELS FOR PAYMENT SERVICES TERMS FOR THE PROVISION OF INVESTMENT SERVICES TO RETAIL CUSTOMERS AND TERMS FOR RENDERING INSURANCE INTERMEDIARY SERVICES TO INDIVIDUALS WHICH ALONG WITH THE HSBC ONLINE BANKING SERVICE TERMS AND CONDITIONS, THE BANK'S PRICE LIST FOR PROVIDED SERVICES, DEPOSIT AND LOAN INTEREST RATE TABLES, CUT-OFF TIMES FOR EACH SERVICE CHANNEL TABLES AND CURRENCY CUT-OFF TIMES TABLES, AS APPLICABLE, CONSTITUTING AN INTEGRAL PART OF THESE TERMS AND CONDITIONS, AVAILABLE IN BRANCH, THE BANK'S WEBSITE AND THROUGH THE BANK'S HSBC PHONE BANKING AND HSBC ONLINE BANKING SERVICES.

By signing this form each of the following customer declare, expressly and unreservedly, that *inter alia*:

- I received a copy of the above version (version 04/2020) of the Bank's General Terms and Conditions for individuals and I am aware that any amendments of the terms shall be notified in the manner defined in clause 1 of Section I of the Terms [indicatively in the Bank's branches, public website, through messages to the provided e-mail address in respect to the Bank's Online Banking service, the statements (paper or/and e-statements) etc.]

- I have studied and I fully comprehend and expressly and unreservedly accept in their entirety the general terms and conditions for individuals (version 04/2020), acknowledging that the Bank's price list for provided product and services, the Bank's deposits and loans interest rates' tables, cut-off times for each service channel tables and currency conversion cut-off times tables, as applicable, constitute an integral part of these terms and conditions for individuals whilst the price list and tables are available in the Bank's branches and website and through the Bank's HSBC Phone Banking and HSBC Online Banking services - I have been informed and I fully comprehend, amongst others, the terms in respect to amendment of terms, termination of contractual relationship, in whole or in part, with the Bank and closure of account(s).

- I fully comprehend and accept that in case I do not object in writing on any amendments of the Bank's General Terms and Conditions, including the Framework Contract on payment services and/or the separate banking agreements, the applicable amendments will apply and therefore the entirety of the terms are binding and fully accepted.

- I have been informed on the Privacy Notice of the Bank at its public website and branches which I must at all times carefully read as it explains what information are collected, how that information are used, with whom it will be shared, the circumstances when it is shared and what steps are taken to make sure it stays private and secure and the data subjects' rights.

- I've been also notified on the disclosure and access to inter-banking files of TIRESIAS S.A.

- I certify the accuracy, genuineness and correctness of the data and documents submitted for the account (sole or joint, per case) opening and during the whole term of my contractual relationship with the Bank

☐ I recognize to have received from HSBC France Athens branch the information regarding (i) the identification of the statutory deposit guarantee scheme provided by the French Fonds de Garantie des Dépôts et de Résolution (FGDR) and, (ii) the deposits which are not eligible for the FGDR

statutory deposit guarantee scheme and also recognize to have been informed that I will receive annually an information sheet concerning the FGDR statutory deposit guarantee scheme

This form I is kept with the Bank's records.

Branch _____ Date _____

HSBC France, Athens branch _____

Authorised signature

THE 3RD JOINT HOLDER

Customer's Personal number _____

(Filled out by Bank)

Name-Surname/Signature _____ Date _____

Copyright. HSBC France, Athens branch 2020. All rights reserved. No part of this document may be reproduced or stored on a system from which it can be recovered or sent in any format or using any medium, whether an electronic, mechanical, photocopying, recording or other medium, without the prior written consent of HSBC France, Athens branch

