

ACCOUNT NUMBER

1	1					

NATIONAL BANK OF GREECE S.A.

..... BRANCH

AGREEMENT FOR DEPOSITS AND THE OPENING OF DEPOSIT ACCOUNTS IN FOREIGN CURRENCY

(Place, Date:/....)

1. PARTIES AND SUBJECT

The parties hereto are:

on the one hand, National Bank of Greece SA, GEMI No 237901000, having its registered office in Athens, at Aiolou 86, legally represented (hereinafter "NBG"), and

on the other hand, the counterparty - NBG customer

(hereinafter "the Depositor").

Further information on the parties hereto, the representation there of and the deposit account co-beneficiaries (where applicable) is provided in the Appendix hereto.

1.1. The subject hereof is to attest:

(a) the General Terms governing the main agreement for the establishment of a bank deposit, entered into by the parties today, (b) the General Terms governing the supplemental agreement for the establishment, maintenance and operation of a deposit account, also entered into by the parties today, and (c) the Specific Terms governing each individual type of deposit (set out in the Appendix hereto) and deposit account chosen and agreed to; in the event of conflict between General and Special Terms, the Specific Terms shall prevail.

- 1.2. Further to the General and Specific Terms set out herein, the contractual relationship between the Bank and the Depositor shall be governed in its entirety by the provisions of the applicable Greek and EU legislative and regulatory framework, i.e the Laws, the EU Regulations, the Bank of Greece Governor's Acts and the resolutions of the Bank of Greece and of other relevant bodies and authorities, concerning deposits. With respect to the terms and conditions for effecting payment transactions, the framework contract attached hereto (or already stipulated) regarding payment services (hereinafter the "framework contract"), which is governed chiefly by Law 4537/2018 (Government Gazette 84/15.5.2018), shall additionally apply and prevail.
- 1.3. Before signing this Agreement, the Depositor was fully informed of the General and Specific Terms detailed hereinbelow and stated that he understands their content and wishes to enter into the present agreement.

2. GENERAL TERMS OF THE MAIN AGREEMENT FOR DEPOSITS

2.1. The Bank's obligations

- 2.1.1. NBG undertakes to accept any initial or subsequent cash deposit from the Depositor (or a third party, for the Depositor's account) and to release same to the Depositor, in all or in part, whenever the Bank is requested to, along with interest, as applicable to the specific type of deposit selected, agreed upon and set out in the Appendix.
- 2.1.2. The interest rate levels applying to the various types of deposits from time to time are determined by the Bank, in its reasonable and fair judgment.

The exact levels of the deposit rates, as well as of the minimum initial deposit amounts (where applicable), are stated in the Bank's pre-contractual information documents, in the Product Terms and Conditions posted on the internet (www.nbg.gr) and on the Current Deposit Rates List posted in the Bank's branches and on the internet (www.nbg.gr).

Prior to concluding this agreement, the Depositor was fully informed of, and accepted, the interest rate level applicable to deposits as at the time of the signing of this agreement. The Depositor user shall be informed of any change in interest rate via information leaflets available at the Bank's branches, press releases or relevant announcement on the Bank's website [www.nbg.gr]. If the changes are based on reference rates agreed upon through a previous general notification or, in any case, if such is provided for by the specific terms hereof, such changes are instantly applicable without prior notification. Rate changes, however, that are favourable to the Depositor may apply without notification.

NBG reserves the right not to pay interest on deposit accounts whose balance daily or semi-annually falls below a specific limit determined by NBG, in its reasonable and fair judgment, from time to time.

Deposit rates are either escalating or stepped. Where an escalating rate applies, the interest posted on the deposit account balance is calculated on the basis of the rate corresponding to the specific grade on the interest rate scale into which the full amount of the balance falls. Where a scaled rate applies, the deposit account balance (as it stands from time to time) is divided into portions, and the interest posted on the account balance is calculated for each portion separately on the basis of the rate that corresponds to the specific grade on the interest rate scale into which each portion falls. In both of the abovementioned cases, interest is calculated on the balance available on each day.

Interest is calculated subject to the provisions of the framework contract, on the basis of the time period between the value date of the deposit into the account and the value date of withdrawal, and is posted on 30 June and 31 December of each year, unless other dates are agreed or announced.

The Bank reserves the right to calculate interest on deposit accounts anew or later, to take into account entries on a different value basis due to adjustments. Debit balances of deposit accounts are charged with interest at an agreed rate depending on the origin of such debit balances (overdraft, value date violation etc.). Interest on deposits in foreign currency is calculated on an actual basis, i.e. the actual days of the year are the numerator while the year of 360 or 365 days (as, for example, for GBP deposits) is the denominator (Actual/360 or 365). Tax is withheld from the interest payable to the account beneficiary in favour of the Greek State. Certain categories of beneficiaries may be exempt from interest tax provided they provide NBG with appropriate documentation pursuant to the respective resolutions of the Ministry of Economy, as amended.

The parties here to agree that the value date generally applying to funds deposited into deposit accounts (whether interest-earning or not) is that of the day the funds are deposited, except for special cases that are specifically referred to in the Bank's Rates for Core Banking Business and that concern cash deposited into accounts held by non-consumers or non-micro enterprises as per Law 4537/2018 (for commercial, business or professional purposes). Information on the Bank's deposit rates is available to the Customer at all times, in line with the respective regulatory provisions, posted in all NBG branches, as well as on the Bank's website (www.nbg.gr) along with the applicable value dates depending on the type of deposit and the procedure used to deposit the funds (in cash, by cheque, by money order etc.).

The proceeds from cheques deposited to the account are deemed to be definitively credited thereto only following collection thereof by NBG, and until such collection the Depositor is not entitled to withdraw the respective funds or dispose thereof.

- 2.1.3. The parties here to agree that the value date of a debit entry in the deposit account cannot be prior to the time when such account was debited with the amount of the payment transaction.
- 2.1.4. Exchange rates are available to the public through the Bank's branches and website (www.nbg.gr) and the daily press, excluding cases where conversion requires special agreement with the customer, as per the relevant provisions of the framework contract.

If changes in the exchange rates are based on reference rates agreed upon through the previous general notification or, in any case, if such is provided for by the special terms hereof, such changes shall apply immediately without prior notification. On the other hand, exchange rate changes that are favourable to the Depositor may apply without notification.

- 2.1.5. The Bank executes any relevant Depositor's order in line with the terms and conditions set out in detail in the framework agreement.
- 2.1.6. As regards the legal obligation of the Bank to inform the Depositor of payment transactions effected via his account, the relevant provisions of the framework contract shall prevail.

2.2. <u>Depositor's obligations</u>

- 2.2.1. The Depositor authorizes NBG to use the deposited funds and to freely dispose thereof.
- 2.2.2. The Depositor accepts that interest tax amounts withheld and rendered to the Greek state by NBG shall be borne by the Depositor and charged to the Depositor's deposit account with NBG; this also applies to the respective charges, as applicable. The charges applying from time to time are stated in the Bank's Rates & Charges, available to the Depositor in line with the respective regulatory provisions, and posted in all NBG branches and on the Bank's website (www.nbg.gr).
- 2.2.3. The Depositor acknowledges that the Bank is entitled, in the context of its obligation to make personal or other notifications to the Depositor during the validity hereof, to make use of any electronic means of message transmission, such as e-mail (to the address stated by the Depositor), telefax (to the number stated by the Depositor) and/or recorded telephone conversation (via the Bank's Call Center), without however holding the Bank responsible, if it is not its fault, for any error, truncation, delay etc. during transmission of messages in these ways.

- 2.2.4. The Depositor is obliged to supply the supporting documentation, as per the regulatory framework, for the certification and verification of his ID and provide to the Bank the information required to set up his Economic/ Transaction profile. The Depositor has been duly informed that the terms set out in the "Customer Statement on acknowledgement, verification and confirmation of ID particulars & creation of the Economic/ Transaction profile" (AML/CFT clause), signed by him upon commencing his business transaction with the Bank, shall apply.
- 2.2.5. The Depositor is under the obligation to notify the Bank in a timely manner of any change in the Depositor's ID particulars and/or residence address and contact address stated to the Bank and/or business activity, by submitting the required supporting documentation. The Depositor undertakes all the obligations under the framework contract regarding the exclusive means of identification used for duly executing payment orders (comprised of a combination of letters, numbers or symbols designated by the Bank).

2.2.6. Personal Data Processing:

For the purposes of executing this Agreement, the Bank as Controller collects, maintains and processes personal data of the Depositor in accordance with the applicable European and national laws and regulations. The Depositor has been informed by the Bank in a clear and intelligible manner about the processing of the Depositor's data, the purpose of such processing, the recipients of the data and the Depositor's rights under the current institutional framework, while undertaking to promptly inform the Bank of any change in the Depositor's personal data. For the collection, maintenance and processing of the Depositor's personal data, the conditions set out in the information form on personal data processing shall apply, which the Depositor has received and form an integral part of this Agreement. More information on the processing of personal data by NBG and the rights of data subjects is given in the Privacy Policy, which is available on the Bank's website at www.nbg.gr.

2.3. Other general terms

2.3.1. If the present deposit agreement is attached (whether from the start or subsequently) to a joint, survivorship account in the names of the co-beneficiaries set out in the Appendix, the terms below shall apply:

The deposit is governed by the provisions of Law 5638/1932 on Deposits in Joint Accounts, as amended. Accordingly, each one of the co-beneficiaries is entitled to partial or total utilization of the deposit account without any consent, approval or other concomitant act whatsoever on the part of any other co-beneficiary, even for early withdrawals (following the Bank's authorization) from notice accounts. In the event of death of any one of a number of account co-beneficiaries, the deposit funds and the account shall ipso jure come to the survivor(s). Each beneficiary or co-beneficiary of a deposit account with the Bank shall be severally liable to the Bank for any of the Bank's claims under such account (pursuant to Law 5638/1932). The Depositor hereby accepts that any one of a number of co-beneficiaries of a joint, survivorship account is entitled to oral or written information on any transaction performed on the account, and to a copy of the respective cash vouchers kept with NBG. Orders given by any one of a number of co-beneficiaries are binding on all co-beneficiaries.

2.3.2. If the deposit agreement entered into is or subsequently becomes attached to a joint, tenancy in common account, all of the co-beneficiaries are required to act jointly to operate the account, particularly as regards withdrawals of part or all of the account balance.

In all other respects, the deposit is subject to the provisions of Law 2961/2001, article 111, which sets out the tax obligations of all parties to the respective deposits and accounts. Specifically, each time such a deposit is established, the Bank is under the obligation to report the opening of the respective account, the date such account is opened and the particulars of the account co-beneficiaries to the appropriate tax authorities; similarly, on becoming aware of a co-beneficiary's death, the Bank is under the obligation to forward to the appropriate tax authorities a table displaying the deposit amounts and value dates. Furthermore, any co-beneficiary who makes withdrawals without the rest of the co-beneficiaries being present, on the basis of a special authorization by the rest of the co-beneficiaries (in view of the requirement for joint action), is each time required to sign a solemn declaration as to whether the rest of the account co-beneficiaries are still alive or not.

2.3.3. The present agreement is also governed by the provisions below:

As regards confidentiality this agreement is governed by the applicable legislative and regulatory framework, in particular Legislative Decree 1059/1971 and article 24 of Law 2915/2001, while as regards its attachment/seizure it is subject to the competent applicable legislative and regulatory framework. Time-barring of deposit proceeds in favor of the Greek state is subject to the provisions of Legislative Decree 1195/1942 and Law 4151/2013, as amended, according to which deposit proceeds are time-barred in favor of the Greek state after the lapse of 20 years as of the day following the date of the last actual transaction carried out by the beneficiary depositors.

Offsetting deposit proceeds against NBG's counterclaims on the Depositor (solely on the basis of NBG's written statement to the Depositor, sent to the Depositor's address indicated to NBG) is subject to the respective provisions of the Greek Civil Code.

As regards deposit guarantee the provisions of Law 4370/2016 on "Deposit guarantee schemes (transposition of Directive 2014/49/EU), Hellenic Deposit and Investment Guarantee Fund (TEKE) and other provisions", as amended, shall apply.

Lastly, the present deposit agreement shall be terminated (along with the supplemental deposit account agreement, accordingly the contractual relationship is dissolved in its entirety) under the circumstances provided for by law and, particularly in the event that the parties agree otherwise, on expiry of the term agreed or inferred from the circumstances and service of a notice of termination by either one of the parties upon the other.

It is hereby further agreed, in particular, that the Bank may unilaterally terminate this agreement if the Depositor is found to be in any way in breach of the legal and regulatory framework governing deposits, or AML/CFT

legislation, and of international economic sanctions or of any term of the present agreement, or in the event that pursuant to the legal and regulatory framework governing deposits and/or the Bank's resolution, the specific type of deposit is no longer offered. Under any circumstances of dissolution of the contractual relationship hereunder in its entirety, the parties hereto undertake to act jointly for full settlement and final closure thereof (i.e. closing the account and releasing the deposit proceeds).

2.3.4. The Depositor hereby declares that he agrees that his account shall be credited with the amounts from fund transfer orders or remittances, in line with the terms and conditions of the framework contract.

3. <u>GENERAL TERMS OF THE SUPPLEMENTAL AGREEMENT FOR OPENING AND HOLDING DEPOSIT</u> <u>ACCOUNTS</u>

- 3.1. For the purposes of account monitoring of any claims between the parties to the Main Deposit Agreement arising out of or in relation to such agreement, the parties also entered into this Supplemental Agreement governing the establishment, maintenance and operation of a deposit account to which all credit and debit activity relating to the respective deposit is recorded (such as deposits, withdrawals, credits and debits of interest, charge and offset claim amounts). Specifically, this agreement is monitored through an account whose number is stated in the header hereof and in the Appendix hereto.
- 3.2. The deposit account forms part of the Bank's commercial books; accordingly, any excerpt displaying the exact activity of the account constitutes a true excerpt from the Bank's commercial books and provides full proof of the deposit account, counter-evidence being, however, allowed. As regards the data evidencing the authenticity and performance of payment transactions, the provisions of the framework agreement apply.
- 3.3. The Depositor, depending on the type of deposit account he holds with the Bank, is informed about the total account activity and the reason of each transaction (cash withdrawals/ deposits, debits arising from the use of a linked debit card, payment orders, etc.) on a regular basis, as provided for by the framework agreement, and through the information channel chosen upon filling in the application form hereof, as follows:

- The computer-generated statements of the Depositor's account sent to the communication or residence address filed with the Bank at the Depositor's responsibility. The date of receipt by the Depositor of statements of account shall be presumed to be the 30th day as of the mailing date of each account statement, counter evidence by the Depositor being allowed. If the Depositor has stated that he prefers to receive a computer-generated hardcopy of the account statement from the Branch, the date of receipt shall be presumed to be the 20th day of the month immediately following the time period covered by the relevant account statement, counter evidence allowed.

- e-statements of the Depositor's account, through NBG's Internet Banking in line with the terms of NBG i-bank statements service. The date of receipt by the Depositor of statements of account shall be presumed to be the 20th day of the month immediately following the time period covered by the relevant statement of account, counter evidence by the Depositor being, however, allowed.

- 3.4. The account passbook issued by the Bank and delivered to the beneficiary of the deposit and the account, where applicable, constitutes a private document and provides full proof of any activity recorded therein by means of computer-generated entries, counter evidence by the Depositor being, however, allowed. With regard to data entered in the account passbook and documenting the authenticity and execution of payment transactions, the provisions of the framework contract shall apply.
- 3.5. Entries in the passbook are neither recognized by nor binding on the Bank unless an entry generated by the Bank's current on-line system duly appears on the relevant collection voucher or, in the case of off-line processing, the signature and stamp of the teller who handled the transaction.
- 3.6. Any transaction on the deposit account, such as deposits and withdrawals, based on legal supporting documentation signed by the Depositor, or any legal representative or heir thereof, shall be deemed effective even where it is not recorded in the passbook.
- 3.7. The Depositor is under the obligation to present the deposit account passbook to the Bank on request (including upon termination of the contractual relationship and closing of the respective account, for cancellation). The Depositor undertakes the various obligations (including, but not limited to, use, safekeeping, notification to the Bank) regarding the payment instrument he uses (e.g. passbook), as set out in the framework contract.

4. SPECIAL TERMS GOVERNING THE VARIOUS TYPES OF DEPOSITS AND DEPOSIT ACCOUNTS

Further to the General Terms governing Deposits and Deposit accounts and in addition to the provisions of the framework contract, each individual type of Deposit and Deposit account is also subject to Special Terms, as follows:

4.1. SAVINGS ACCOUNTS IN FOREIGN CURRENCY

- 4.1.1. Eligible beneficiaries are natural persons or private entities of public benefit or not-for-profit status.
- 4.1.2. The deposit is payable along with interest on first demand.
- 4.1.3. The deposit earns interest at the rate applicable from time to time.
- 4.1.4. Information on the exact interest rate level and the initial deposit amount is available to the Depositor as specified under 2.1.2 hereinabove.
- 4.1.5. Interest is calculated in line with the General Terms of Deposits (2.1.2., 2.1.3. and 2.1.4.).

4.2. HOUSING SAVINGS ACCOUNTS IN FOREIGN CURRENCY

- 4.2.1. Eligible beneficiaries are natural persons or private entities of public benefit or not-for-profit status.
- 4.2.2. The deposit earns interest at the rate applicable from time to time.

- 4.2.3. Information on the exact interest rate level and the initial deposit amount is available to the Depositor as specified under 2.1.2 hereinabove.
- 4.2.4 Interest is calculated in line with the General Terms for Deposits (2.1.2., 2.1.3. and 2.1.4.).

4.3. SIGHT ACCOUNTS IN FOREIGN CURRENCY

- 4.3.1. Eligible beneficiaries are natural persons (professionals) and legal entities irrespective of whether they are domiciled in Greece.
- 4.3.2. The deposit is payable along with interest on first demand.
- 4.3.3. Interest is calculated at the rate applicable from time to time subject to the provisions of the General Terms for Deposits (2.1.2., 2.1.3.).
 - Information on the exact interest rate level and the initial deposit amount is available to the Depositor as specified under 2.1.2 hereinabove.
- 4.3.4. Interest is calculated in line with the General Terms for Deposits (2.1.2., 2.1.3. and 2.1.4.).
- 4.3.5. The supply of a chequebook to the Depositor is subject to the following provisions: NBG is entitled to refuse to provide the Depositor with cheques in the event that in the Bank's fair and justifiable judgment, when requested, the Depositor might use them improperly, or that the Depositor's account displays an irregular activity pattern, or that the number of cheques applied for is inconsistent with the Depositor's account activity, or that adverse information on the Depositor appears in the records of TIRESIAS S.A., or following assessment of any data concerning the Depositor that appear in the records of TIRESIAS S.A., or under any such other circumstances as the Bank may deem it expedient to do so.
 - The Depositor is under the obligation:

To examine the chequebook for completeness on delivery, otherwise the Depositor's signature in acknowledgment of receipt constitutes an irrebuttable presumption of such examination.

To use only the cheques provided by NBG, otherwise NBG is under no obligation to honour, on presentation, any cheques other than those provided by it, and under no liability for any consequence whatsoever as a result of non-payment thereof. The Depositor's name may be printed on the chequebook on request, subject to the Bank's respective charge, as applicable.

To keep the chequebooks each time supplied thereto by NBG in a safe place, prevent them from coming into the possession of third parties that are non-beneficiaries thereof, and notify NBG by any means whatsoever in the event that even a single cheque from the chequebook is lost or stolen.

To return any unused cheques to NBG upon termination of the contractual relationship between the Depositor and NBG, or under any other circumstances provided for by the relevant legal or monetary provisions.

In the event that more than one cheques or payment orders are presented for payment on the same day and there are not sufficient funds in the Depositor's account balance for the payment of all of them, NBG is entitled to pay, in its fair and justifiable judgment, when requested, any one or more of such cheques or payment orders, irrespective of issue date.

In the event that a bouncing cheque is issued by the Depositor, NBG is entitled to terminate the agreement, close the Depositor's account and demand that any unused cheques be immediately returned to NBG.

In the event that for any reason whatsoever the Depositor wishes any cheque issued by the Depositor not to be paid by NBG, the Depositor shall immediately notify the Deposits Department of his account branch accordingly in writing; however, the Bank is under no obligation to carry out the Customer's instructions to countermand the cheque, and is not liable under any circumstances in the event that the said cheque is paid before the Customer's respective notice is received by the Bank or before the lapse of the time limit provided for by Law 5960/1933, article 32 on Cheques.

4.3.6. Furthermore, the Depositor declares to have been also informed about the following:

-For any queries should contact

the relevant staff at the Bank's branches

-For any complaints should contact:

- either the relevant staff at the Bank's branches
- or NBG's Client Conduct Sector:

- by filing a comment, suggestion or complaint by filling out the relevant online form, available on the Bank's website at ,www.nbg.gr,

- by sending an e-mail to customer.service@nbg.gr,

- by sending a letter or the relevant form available at all NBG Branches by mail to: National Bank of Greece S.A., Sector for Governance of Customer Issues, Sofokleous 2, 105 59 Athens.

Detailed and up-to-date information regarding the complaint procedure are available on the Bank's websitewww.nbg.gr. The filing of complaints is not subject to a charge.

Furthermore, for any dispute or contention, you can use the special out-of-court redress procedures by contacting alternative resolution bodies, such as the Hellenic Financial Ombudsman, Massalias 1, 106 80 Athens, tel. +30 2103376700, website: www.hobis.gr, Hellenic Consumer's Ombudsman, Leoforos Alexandras 144, 114 71 Athens, Tel.: +30 2106460862, website: www.synigoroskatanaloti.gr More details on referring a complaint to alternative dispute resolution bodies are available on the Bank's website, at www.nbg.gr.

The competent judicial venue for the settlement of any dispute directly or indirectly arising from this agreement and general and specific terms attached hereto are either the competent courts as defined in the Greek Code of Civil

Procedure (such as the ones in the Depositor's place of residence or in the place of conclusion of the agreement) or the courts of Athens, and Greek law shall apply.

All of the terms set forth in this Agreement – a copy of which was delivered to the Depositor, along with the Appendix – were read and fully understood by the Depositor and mutually accepted by the parties hereto, whose signatures at the bottom of the section below (the "Appendix") also indicate their unreserved acceptance of all the terms hereof.

APPENDIX

BRANCH ()
TYPE OF DEPOSIT - DEPOSIT ACCOUNT:
DEPOSIT – DEPOSIT ACCOUNT CURRENCY:
ACCOUNT NUMBER:
FORM OF DEPOSIT ACCOUNT: Individual / Joint (survivorship) / Joint (tenancy in common) (please delete as appropriate)

NBG REPRESENTATIVES:

1) and 2).....

DEPOSITOR'S AND CO-BENEFICIARIES' PARTICULARS (based on their solemn declarations)

No.	NAME SURNAME	FIRST NAME(S)	FATHER'S NAME	ID No. OR PASSPORT No	TIN	SIGNATURE
1.						
2.						
3.						
4.						
5.						

THE DEPOSITOR	R
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(Place)/, (Date) /... /....

For NATIONAL BANK OF GREECE S.A. THE DEPOSITOR

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THE INTERPRETER

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