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# INVESTMENT SERVICES AGREEMENT AGREEMENT NO:

This Investment Services Agreement (hereinafter the "Agreement") sets out the terms and conditions under which NATIONAL BANK OF GREECE S.A. (hereinafter the "Bank") and ETHNIKI SECURITIES SINGLE-MEMBER S.A. (hereinafter "NBG Securities") agree to provide to the Client, as defined below, one or more of the services as specified hereinbelow. This Agreement enters into force upon the Client's signature or upon the commencement of the provision of Services to the Client, whichever occurs first, and shall remain in effect for as long as the Services are provided. By entering into this Agreement, the Client acknowledges that they have received, reviewed, fully understood, and accepted the document titled "Pre-Contractual Information Bulletin" – Best Execution Policy – Notification regarding Client Classification" (hereinafter the "Pre-Contractual Information Bulletin"), which contains all legally required pre-contractual disclosures. This Agreement, including its Annexes which constitute an integral part hereof, shall prevail over any prior written or oral agreement between the Client and the Bank and/or NBG Securities. The terms of this Agreement apply without prejudice to: (a) the laws and/or regulations governing the operation of regulated markets, clearing systems, and capital markets in which the Client's transactions are executed under the Services; and (b) the terms of any other agreements or acts supplementary to this Agreement that expressly prevail over the terms of this Agreement.

#### I. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following meaning:

**Law:** Law 4514/2018, which transposes Directive 2014/65/EU of the European Parliament and of the Council into Greek law, together with any delegated legislative or regulatory acts issued pursuant thereto, as amended from time to time.

**NBG**: Refers to either or both of the Bank and NBG Securities, as the context requires.

**Services:** The investment and ancillary services and activities undertaken by NBG under this Agreement, as specified in Clause 23, and subject to Clauses 24 and 25.

**Financial Instruments:** All financial instruments specified in the Law on which the Services may be offered, without prejudice to Clause 25. With respect to the Services provided by the Bank, this definition also includes structured investment products issued by the Bank or other types of investments or deposits of a special nature which may not qualify as financial instruments under the Law.

**Non-Complex Financial Instruments**: The financial instruments defined in Article 25(4)(a) of the Law, as well as financial instruments that meet the criteria of Article 57 of Commission Delegated Regulation (EU) 2017/565 of 25 April 2016, as amended from time to time. As of the date of this Agreement, Non-Complex Financial Instruments are those listed in Annex II.

**Agreement:** This Investment Services Agreement, including all Annexes and any documents or forms signed by the Client or acknowledged as received, together with any amendments thereto made in accordance with Clause 165.

**Custodian:** Any credit institution or investment firm providing the services described in Section B(1) of Annex I of the Law, where the Client's account(s) of funds and/or Financial Instruments are held as part of the latter's Portfolio and are used by the Bank for the purposes of this Agreement pursuant to the Client's authorization thereof.

**Trading Venue:** Regulated Markets, Multilateral Trading Facilities (MTFs) and Organized Trading Facilities (OTFs), defined as follows:

- (a) Regulated Market: As defined in Article 4 (21) of the Law.
- (b) Multilateral Trading Facility (MTF): A multilateral system as defined in Article 4 (22) of the Law.

(c) Organised Trading Facility (OTF): A multilateral system as defined in Article 4 (23) of the Law.

**Client**: The natural or legal person identified in Annex I.A who enters into this Agreement with the Bank for the provision of Services.

**Durable Medium:** Any medium used to provide information to the Client that meets the criteria of Article 4 (62) of the Law.

**Electronic Form:** Any durable medium other than paper, as defined in Article 4 (62A) of the Law.

**Custody Account**: Every account of funds and/or Financial Instruments held with the Bank in the Client's name and used by the Bank in execution of this Agreement, as specified in Annex I.B.

**Transaction**: Any transaction on Financial Instruments executed under this Agreement.

Securities Financing Transaction or SFT: Transactions as defined in Article 3(11) of Regulation (EU) 2015/2365 of the European Parliament and of the Council on transparency of securities financing transactions and of reuse. Portfolio: The total value of funds and Financial Instruments held in the Client's Custody Accounts, as these stand from time to time by virtue of the Bank's actions in execution of this Agreement, including any credits and debits effected on said Accounts by the Client. This includes, without limitation, Financial Instruments acquired with funds in the Portfolio, proceeds resulting from the sale or liquidation of such Financial Instruments and/or the Client's deposits, and generally all Client assets resulting from the investment and sale of the Client's funds and their liquidation under this Agreement. The Portfolio also includes Client assets held in accounts in the Bank's name on behalf of the Client.

**Instructions**: The terms and conditions under which the Client wishes to have their orders executed.

#### **II. INFORMATION ABOUT NBG**

- 1. The Bank is a credit institution as defined by law, with its registered office in Athens (Aiolou 86), and registered with the General Commercial Registry under GEMI No. 237901000 and is legally providing the Services set out in this Agreement. The Bank is supervised at national level by the Bank of Greece and the Hellenic Capital Market Commission. The allocation of responsibilities among these two authorities is established by law. The Bank is a member of the Deposit and Investment Guarantee Fund (TEKE / www.teke.gr), in accordance with applicable legislative and regulatory provisions, to cover clients' claims arising from the Services provided, in the event of the Bank's inability to meet its obligations. The compensation limit per investor is defined in the provisions of Law 4370/2016 and publicly disclosed by TEKE.
- 2. NBG Securities is a public limited company offering investment services, with its registered office in Athens (Leoforos Athinon 128-132 & Ifigeneias), GEMI No. 000999301000. It holds a valid license to provide the Services of this Agreement and is supervised by the Hellenic Capital Market Commission. NBG Securities is a member of the Investment Guarantee Fund, subject to the relevant laws and regulations, to cover Clients' claims arising from the Services provided where NBG Securities fails to meet its obligations. The Client's attention is drawn to the applicable statutory compensation limit per investor and the categories of investors entitled to compensation.

# Communication

- 3. Communication between the Client and NBG may occur by post, email, or telephone, without prejudice to the terms of this Agreement expressly specifying a particular communication method, in particular the Client's preferences as set out in Annex I.C indicating the preferred means of providing information and updates. Communication between the Client and NBG may also take place via alternative networks provided by the Bank, such as internet and telephone services. The Client's contact details, as stated in the Agreement, remain valid unless revoked or updated in writing by the Client; any notice or correspondence sent by NBG to the Client using the last known contact details shall be deemed valid.
- 4. The official language of communication with NBG is Greek. However, communication with the Client, both before and after the execution of the Agreement, may also occur in English, upon agreement. As a rule, contracts and supplementary documents are drafted in Greek. All Greek documents shall prevail over any English versions prepared at the Client's request. Furthermore, information, in particular regarding Financial Instruments issued by foreign entities, may be provided in English, which the Client declares to adequately

understand and comprehend; otherwise the Client undertakes to take all necessary measures to understand the content of the relevant documents. The Client expressly consents to receiving pre-contractual information in English where no Greek version is available.

# **Conflict of Interests Policy – Inducements**

- 5. NBG has in place and applies effective organizational and administrative arrangements to take all reasonable measures to avoid adversely affecting the interests of its Clients due to conflicts of interest. Specifically, NBG shall take all reasonable measures to identify and prevent or manage any conflicts of interests between its Clients and itself, including its managers, employees, any associated persons and each person directly or indirectly related to NBG in terms of control, or among its Clients, in the course of providing the Services.
- 6. The organizational and administrative arrangements adopted by NBG, as above, to prevent the adverse impact of conflict of interest on its Clients' interests may not always be sufficient to ensure with reasonable certainty that such risk is avoided. In such cases, before carrying out any action on behalf of the Client, NBG will notify the Client of the general nature or sources of the conflict of interest, as well as the measures taken to mitigate such conflicts, including sufficient details to enable the Client to make an informed decision on the Service that may give rise to such conflicts of interest.
- 7. In this context, NBG has adopted, implements and maintains effective Conflict of Interest Policies which are appropriate to its size and structure, as well as the nature, scale and complexity of its business activities. Each Conflict of Interest Policy identifies in relation to the Services, the conditions that constitute or may give rise to conflicts of interests, thus entailing the risk of damaging the interests of one or more Clients, and establishes the processes that should be followed and the measures that should be taken to prevent or handle such conditions. Upon the Client's request, NBG shall provide Clients with additional information about its Conflict of Interest Policy.
- 8. In connection with the provision of Services, NBG may pay or collect fees, commissions or non-monetary benefits to or from its consolidated companies, as per Law 4308/2014, as applicable, or third parties, provided that the payment or collection thereof is permitted by Article 24 (9) of the Law. In this case, NBG notifies the Client of the existence, nature, amount, or calculation method of such fee or commission paid or collected or the overall benefit, as specified in the relevant legislative or regulatory framework. Fees or commissions that are paid or collected or the benefit that enables and/or are necessary for the provision of the Services, such as custody expenses, transaction, clearing and settlement costs, statutory legal fees or expenses, which —by their nature— do not conflict with NBG's obligation to act honestly, fairly, and professionally in the Client's best interest, are not subject to the disclosure requirements above.

#### III. LEGALIZATION AND REPRESENTATION OF THE CLIENT – DECLARATIONS AND CONSENTS

#### **Legalization and representation**

- 9. To verify the Client's identity and the identity of its representatives, NBG may rely on any document which is deemed legal proof of identity of natural persons and their representative status. NBG is not responsible for the legal validity, accuracy, or authenticity of such documents. The Client declares and affirms that all information provided to NBG is complete, true, and accurate. NBG is entitled to receive and retain specimen signatures of the Client's representatives or agents from time to time.
- 10. To ensure smooth and normal performance of transactions, the Client must promptly notify NBG in writing of any changes in their personal particulars, such as name, address, or contact details, as well as of any revocation or change regarding the Client's legal delegation of representation or proxy, previously provided to NBG on the basis of the Client's declaration. Any action taken by NBG vis a vis the Client's representative or agent shall be deemed valid until any revocation or change in the Client's legal delegation of representation or proxy is notified to NBG. In addition, NBG shall not be liable for the validity, legal integrity or authenticity of the documents delivered to it in support of the legal identification of the individual collecting the proceeds arising from the execution of Client orders.
- 11. NBG shall be liable only for fraud or gross negligence of its bodies, representatives or agents, for the loss that the Client may suffer due to any error, misrepresentation, misleading or fraud concerning the identity of the

party who ordered NBG to conclude a transaction, or the content of any statements of intent or instructions given by phone or in writing to and from NBG and the Client respectively, or from and to NBG and third parties respectively (fraud, impersonation scams, forgery, etc.). In each particular case and under any method of erroneous or non-genuine statement of intent, the Client expressly waives the right to request cancellation of the related legal transaction, as per Article 146 of the Greek Civil Code. The Client acknowledges and accepts the risk of impersonation scams, especially for telephone orders, and undertakes to retain the confidentiality of identification details requested by NBG when receiving its orders.

# **Representations – Consents**

- 12. The Client declares and confirms to have been duly informed by NBG that in witness of the instructions, orders and, in general, contracts with the Client or their agents, NBG shall record any relevant conversations —whether face-to-face, by telephone, or electronically— with the Client, that result or may have resulted in carrying out transactions under this Agreement. Prior to the provision of investment services for the receipt, transmission and execution of orders, NBG shall inform the Client through this Agreement and prior to each transaction that said in-person conversations, telephone calls or electronic communications are recorded, and the Client undertakes to inform any employees and representatives accordingly. It is expressly agreed that the tapes or any other electronic or other media used for the recording of conversations, telephone calls or electronic communication of NBG with the Client constitute full proof, in terms of content, vis-à-vis the Client, to the exclusion of other forms of evidence, including witness testimony. These recordings are the exclusive property of NBG and shall be retained for five (5) years, or up to seven (7) years if requested by the competent supervisory authority, subject in any case to the applicable laws and regulations. In addition, the Client represents and warrants that they have been informed by NBG that they may request access to copies of these recordings, in accordance with the applicable laws and regulations.
- **13.** The Client declares and warrants to the Bank that:
  - (a) they have obtained and will retain all necessary consents, approvals, and authorizations, and hold full legal capacity to execute this Agreement and the transactions carried out by virtue thereof; and
  - (b) all information, instructions, and transactions executed pursuant to this Agreement comply with applicable legal and regulatory requirements, including actions undertaken by the Client, their agents, employees, or representatives.
- 14. The Client declares and warrants that the assets comprising the Client's Portfolio have been legally acquired by the Client and belong to the same in full, are genuine and free of liens and encumbrances in favour of third parties and any dispute over hereditary or other ownership rights, are not the proceeds of criminal activities or linked to money laundering or terrorism financing as defined in Law 4557/2018 and relevant regulatory decisions. The Client further agrees to indemnify NBG against any resulting damages on any such grounds as above. Furthermore, the Client declares and warrants that the Client shall abide by legislation forbidding the use of confidential data and shall refrain from actions and omissions that constitute or may constitute a breach of the law, whether on the Client's part or on the part of NBG, pursuant to the provisions of Regulation (EU) 596/2014 of the European Parliament and of the Council on market abuse and Law 4443/2016 and relevant decisions of the Hellenic Capital Market Commission.
- **15**. The Client declares that:
- they do not belong to any of the categories of individuals listed in Article 81 of Law 2533/1997, specifically including: (a) members of the board of the Hellenic Capital Market Commission or Athens Stock Exchange; (b) board members, general managers, managing directors, senior executives or administrators of investment firms, portfolio investment companies and mutual fund managers; (c) individuals subject to disclosure obligations under Article 79(1) of Law 2533/1997; (d) individuals employed under a dependent employment contract or paid on a fee basis by the Athens Stock Exchange, or by any subsidiary bank of the Athens Stock Exchange in the sense of Law 4308/2014, as applicable, by the Hellenic Capital Market Commission or by the Central Securities Depositary; (e) members of the administration of any association or other collective body representing members of the Athens Stock Exchange, institutional investors or other stock market players; (f) journalists and members of the relevant journalists' union providing journalist

- services to publishing or media businesses offering information or comment on capital market issues on a regular basis, and
- they are not subject to any legal or regulatory provisions concerning prohibitions on transactions or prior notification or disclosure requirements due to their capacity or relationship with another person, and transactions carried out via NBG in the Client's name are not related in any way to any of the aforesaid categories of individuals,
- 16. Should the Client belong to one of the categories of individuals mentioned in Clause 15 above, they declare, under own responsibility, full compliance with any conditions set by law for executing transactions. In any case, responsibility for controlling and monitoring transactions in financial instruments and aggregate shareholdings, as well as compliance with any legal obligations pursuant, among other things, to Law 3556/2007, HCMC Decision 1/434/03.07.2007, HCMC Decision 5/204/2000 and Article 7 (9) of Law 2843/2000, as amended, lies exclusively with the Clients, whereas the Bank shall bear no liability in this regard.
- 17. The Client represents and warrants to NBG that both at the time of executing this Agreement and throughout its term:
  - (a) they are not subject to any laws or regulations prohibiting or conditionally allowing transactions in foreign markets. Specifically, the Client declares that they are not subject to Rule 902(k) of the U.S. Securities Act of 1933;
  - (b) the Financial Instruments that the Client trades or transfers for safekeeping with the NBG are not subject to any restrictions under statutory or contractual provisions, including but not limited to SEC Rules 144 and 145.
- In the event of a breach of this clause on the part of the Client, NBG shall be entitled to take any measures it deems necessary against competent authorities, issuers, or third parties in Greece or abroad, including but not limited to disclosing the Client's data or any relevant transactions. The Client shall be fully responsible for promptly remedying any damage or loss suffered by NBG as a result of such breach. Should the Bank identify any restriction or violation of the foregoing representations, it shall bear no liability for any delay or failure in executing transactions involving the affected securities. In such case, the Client agrees to provide any supporting documentation requested. In addition, the Client also undertakes in such case to designate a new custodian to which such securities shall be transferred, at the Client's sole cost and responsibility.
- 18. Any rights and claims on the part of the Client deriving from the Client's business with NBG under this Agreement may not be assigned or transferred in any way to third parties, unless otherwise agreed in writing between NBG and the Client. NBG reserves the right to reject any such assignment if, in its reasonable judgement, the integrity or proper functioning of the market would be adversely affected. For this purpose, the Client agrees to provide detailed information regarding the potential assignee.
- 19. The Client expressly consents to NBG assigning or transferring any part or all of its rights or obligations under this Agreement to any affiliated legal entity, as defined in Law 4308/2014, as amended. Any such assignment or transfer shall take effect on the sole condition that the Client receives written notice from NBG and shall be deemed valid as of the date of such notice.

#### **Personal Data**

- 20. For the purposes of executing this Agreement, the Bank and NBG Securities, each acting as independent Data Controllers with respect to the obligations individually undertaken herein, declare that they shall observe their respective obligations arising from the currently applicable EU and national legal and regulatory framework on the protection of personal data, and specifically the General Data Protection Regulation (EU) 2016/679 (GDPR), the relevant implementing legislation, and the applicable decisions, directives, and regulatory acts of the Hellenic Data Protection Authority, as in force from time to time.
  - The Client is hereby informed that their personal data, including identification details, financial information, and data relating to the reception, transmission, and execution of orders for transactions in Financial Instruments on behalf of the Client by the Bank and NBG Securities, will be collected, maintained, and processed by the Bank and NBG Securities. This also includes personal data processed by the Bank in its role as a Custodian.

The Client agrees to promptly notify the Bank and NBG Securities of any changes to their personal data.

The purpose of this data processing is to ensure the proper execution of the Agreement, including the fulfilment of pre-contractual obligations and the ongoing monitoring of the business relationship among the Client, the Bank, and NBG Securities, and full and proper compliance with all relevant legal provisions, in particular with regard to ensuring the protection of transactions and the capital market, preventing and combating money laundering and terrorist financing, safeguarding the financial system against related risks, executing and settling stock exchange transactions, ensuring the Client's full information, exercising all rights and obligations arising from such transactions, including transaction disclosures, and handling any Client complaints.

Recipients of the Client's personal data, in the context of this Agreement and in compliance with applicable regulatory and legal framework, may include the Bank, NBG Securities, and third parties such as, but not limited to, credit institutions, investment service providers, mutual funds management companies, trading and execution venues, clearing and settlement systems, custodians, investment firms, licensed trade repositories, as well as any administrative, tax, supervisory, judicial, or public authority, or any legal or natural person to whom the Bank and/or NBG Securities are legally or judicially obligated to disclose the Client's personal data.

NBG Securities and the Bank, each acting independently and for their own account, shall process the Client's personal data throughout the duration of this Agreement and, following its termination for any reason or expiry, for as long as required by the applicable legal and regulatory framework.

The collection, retention, and general processing of the Client's personal data are governed by the provisions of the Statement Regarding the Protection of Personal Data ("Privacy Policy"), which has been provided to the Client and is also available at all offices and branches of the Bank and NBG Securities, and is published on their official websites at <a href="https://www.nbg.gr">www.nbg.gr</a> and <a href="https://www.nbg.gr">www.nbg.gr</a> and <a href="https://www.nbgsecurities.com">www.nbgsecurities.com</a>.

#### IV. CLIENT CLASSIFICATION

21. For the purposes of the Law, NBG classifies the Client as a "retail client". This classification ensures the highest level of legal and regulatory protection of the Client's interests in their business relationship with NBG. Should the Client wish to waive some of said protection rights and be classified as a "professional client", whether in general or in a relation to one or more investments and/or ancillary services, or with respect to specific Financial Instruments, they must submit a written request to NBG expressing this intent. Any such reclassification shall only take effect upon the explicit acceptance of the request by NBG, in accordance with the legal requirements. The decision to grant the Client's request for reclassification and the associated waiver of regulatory protections is at the sole discretion of NBG.

### V. OBJECT OF THE AGREEMENT SERVICES & FINANCIAL INSTRUMENTS

**22.** Subject to Clause 25 below, the purpose of this Agreement is the exclusive provision of the following Services, to the express exclusion of any other investment or non-investment services:

# A. Services provided by NBG Securities:

- (a) Reception and transmission of orders on behalf of the Client for the execution of transactions in Financial Instruments.
- (b) Execution of orders on behalf of the Client, i.e. facilitating the conclusion of agreements for the purchase or sale of one or more Financial Instruments on behalf of the Client, including the sale of Financial Instruments issued by an investment firm or a credit institution at the time of their issuance.

# B. Services provided by NBG:

- (a) Reception, transmission and/or execution of orders on behalf of the Client for the execution of transactions in Financial Instruments.
- (b) Safekeeping and management of Financial Instruments on behalf of the Client, including custodian services and related functions, such as the management of cash or collateral provided by the Client.
- 23. It is expressly agreed that:

- (a) the provision of any investment services or activities beyond the Services described above;
- (b) the provision of credit services; and
- (c) the provision of any service involving financial derivatives, as defined by Law,

requires, where applicable, the prior conclusion of a separate written agreement or additional act hereto between NBG and the Client for the provision of such services which will be governed by the terms of this Agreement, unless otherwise specified.

- 24. It is also expressly agreed that the provision of investment advisory or portfolio management services shall require the prior conclusion of a distinct written agreement specifically covering those services.
- 25. The Parties expressly acknowledge that the Services are provided by NBG solely at the initiative and request of the Client, and do not include the provision of investment or other advice, recommendations, or suggestions —whether general or specific— regarding the purchase or sale of Financial Instruments. In any case, the Client accepts under this Agreement full responsibility for all transactions executed on their behalf and for their investment decisions in general, in accordance with NBG's liability provisions set out in Chapter XII of this Agreement.
- 26. It is further agreed that NBG, in the context of providing the Services, does not undertake to inform the Client of the performance, prospects, or risks associated with any Financial Instruments involved in transactions, nor is it required to inform the Client of any potential losses arising from price fluctuations of Financial Instruments held or acquired through NBG. Similarly, NBG is under no obligation to notify the Client of any market conditions or events —whether positive or negative— that may affect the prices of Financial Instruments. Any information or commentary provided to the Client in the course of delivering the Services shall not be considered a contractual obligation, and the provisions of Articles 332 et seq. of the Greek Civil Code are expressly excluded. Accordingly, NBG bears no liability for such information under those or any other legal provisions. It is expressly agreed that any such communication or provision of information is made without warranty on the part of NBG.
- 27. By signing this Agreement, the Client expressly acknowledges and accepts any brokerage, banking, or other transaction executed by NBG on the Client's behalf in execution of this Agreement, even where such transactions are not explicitly listed in Annex III, which is attached hereto and constitutes an integral part of this Agreement.

# VI. TARGET MARKET

- 28. The Client declares that they have been informed that NBG, under its legal obligation to ensure that the Financial Instruments it distributes are compatible with the needs, characteristics and purposes of a defined target market of end clients, makes every effort to collect the necessary information from the Client regarding the Client's investment knowledge and experience, the Client's financial status (including their loss-bearing capacity), the Client's risk tolerance, as well as the investment goals, including any preferences regarding the viability and needs of the Client, so as to determine if a given Financial Instrument is suitable for the Client, by identifying whether the Client falls within the defined target market or outside the negative target market, as defined in any case in the applicable Pre-Contractual Information Bulletin. NBG reserves the right to revise, at any time, its assessment regarding the compatibility of any Financial Instrument whatsoever with a defined target market, especially if it concludes that said Financial Instrument becomes illiquid, volatile, or otherwise incompatible with the previously defined criteria of the target market due to market changes.
- 29. NBG will only make available to the Client those Financial Instruments that are compatible with the Client's identified target market or that fall outside of any defined negative target market. All Instructions and orders given in this regard shall be deemed valid and binding for the Client and the Client assumes full responsibility for any obligations or liabilities arising from such Instructions, orders, and the resulting Transactions.
- 30. In fulfilling this obligation, both in assessing the Client's inclusion in a particular target market and in evaluating the compatibility of a Financial Instrument with the needs, features and objectives of each defined target market, NBG shall act at its absolute discretion, in accordance with commonly accepted practices and scientific methodology, and shall not be held liable under no circumstances for the selection and/or application of criteria used to classify the Client within an specific target market; or for its estimation of the

- compatibility or incompatibility of any Financial Instrument whatsoever with a specific identified target market
- **31.** The Client acknowledges and accepts that, as a result of this process, their access to certain Financial Instruments offered by NBG may be limited or unavailable, and that NBG shall bear no liability in this regard.
- **32.** The Client further acknowledges that the product monitoring process is under no circumstances intended to ensure or guarantee the financial outcome of any transactions carried out by the Client, nor shall it be interpreted as a guarantee or assurance by NBG concerning the performance of the Client's investments.

#### VII. INVESTMENT RISKS & SUITABILITY ASSESSMENT

- 33. The nature of the Financial Instruments covered by the Services, as well as the investment risks associated with each Financial Instrument, are described in detail in the Pre-Contractual Information Bulletin provided to the Client prior to the conclusion of this Agreement. The Client acknowledges that they are aware and have understood the characteristics of the Financial Instruments, as well as the nature and risks associated with the transactions on said instruments, and that any orders submitted for such Financial Instruments reflect the Client's independent investment choices and are fully aligned with their investment needs and the level of risk they are willing and able to assume. The Client further acknowledges and accepts that investments in Financial Instruments carry inherent risks, including, but not limited to, a potential reduction in investment value or loss of capital. Any figures or past performance data presented relate to historical results and are not reliable indicators of future performance. Under certain circumstances, transactions in Financial Instruments may result in obligations that exceed the amount originally invested, requiring the Client to cover additional losses.
- 34. NBG undertakes to provide the Services based on the information available to it and the data supplied by the Client, on the basis of which NBG assesses whether the Client possesses the necessary knowledge and experience to understand the risks involved in each investment service and each associated Financial Instrument. In particular, without prejudice to Clause 36 below, prior to the provision of any Services, NBG conducts a suitability assessment of the offered or requested Service or product to assess if the planned service or product is compatible with the Client, as required by Article 25(3) and (4) of the Law. During this assessment, NBG will request information from the Client concerning their knowledge and experience in the investment sector, as it pertains to the specific service or product offered. The Client bears sole and full responsibility for the truthfulness, completeness, and accuracy of the information provided, and for notifying NBG if the information provided has changed in such a way that could affect NBG's assessment of the Client's compatibility with specific investment services or products.
- 35. The suitability assessment is carried out for the Client's protection. If, based on the information received by the Client as per Clause 34, NBG determines that the given Service or product is not suitable for the Client, NBG shall notify the Client accordingly. Similarly, if the Client fails to provide the required information with regard to the Client's knowledge and experience or if this information is inadequate, NBG shall warn the Client that it is unable to assess whether the product or service is suitable. In both situations, the Client may nevertheless request that the Bank proceed with the transaction on their own initiative, fully accepting the associated risks. In such cases, the Client assumes full liability against the Bank for any obligation resulting from such Instruction, order or Transaction. The Bank, however, reserves the absolute right, at its sole discretion, to refuse such a transaction request or to require a separate written declaration from the Client in any form it deems appropriate.
- 36. For Non-Complex Financial Instruments, and where the conditions of Article 25(4) of the Law are met, NBG may provide the Services to the Client without receiving the information or carrying out the suitability assessment provided for under Clause 34. In this case, NBG shall inform the Client that it is not obliged to gather the information specified in Clause 34; and assess whether the planned service or product is suitable for the Client and consequently, that the provision of said services is not covered by the related protections afforded by the applicable rules of professional conduct under the legal and regulatory framework.
- **37.** The Client bears sole and full responsibility for the truthfulness, completeness, and accuracy of the information provided, and for notifying NBG if the information provided has been altered in such a way that

could affect NBG's assessment of the Client's compatibility with specific investment services or specific Financial Instruments.

# **VIII. CLIENT ORDERS AND THEIR EXECUTION**

- **38.** NBG executes or transmits the Client's orders for execution with professional diligence and due confidentiality. Orders (instructions) of the Client to NBG may be submitted either by the Client personally or through their authorized representatives, in accordance with the applicable legal and regulatory provisions.
- 39. For transactions involving Financial Instruments traded on foreign markets, the Client shall transmit their orders to NBG during NBG's regular business hours and days. NBG shall bear no liability for any non-execution, failed transmission, or delay in execution or further transmission of the Client's order in foreign markets, and the Client acknowledges and accepts that such execution or further transmission of their orders in foreign markets may be hindered by general market conditions, the specific nature of the Financial Instrument, or technical issues affecting communication, including telephone or electronic systems.
- **40.** The receipt, transmission, and execution of Client orders shall be governed by this Agreement and the Best Execution Policies of the Bank and NBG Securities. Orders may be given to the Bank exclusively by the Client or the individual legally acting on the Client's behalf. Client orders may be given to the Bank either in writing or, at the NBG's discretion, by telephone, email, or other alternative communication channels provided by NBG, such as online banking platforms. NBG reserves the right to suspend execution or transmission until it receives appropriate confirmation, in any form it deems satisfactory.
- 41. NBG is not obliged to execute orders received outside of its business hours or on non-working days, as per Clause 39 above. Unless expressly agreed otherwise, Client orders to NBG are valid only for the business day on which they are submitted. NBG will endeavour to execute such orders on the same day, provided that market conditions allow. If same-day execution is not possible in whole or in part due to market conditions or delayed receipt of the order, the order will not carry over to the following business day.
- 42. All Client orders must be clear and specific in terms of their content. The Client may indicate a price limit for buying or selling (limit orders) or may allow execution at the prevailing market price (market orders). If no price is stated, the order shall be considered a market order. In case of ambiguity regarding the terms or generally the content of the orders, NBG reserves the right either to decline execution or to interpret and execute the order at its discretion, without liability. Orders intended as modifications, confirmations, or repeats must be clearly marked as such.
- **43.** Any modification or revocation of a Client order becomes effective one hour after its certified receipt by NBG. NBG is not bound by any such modification or revocation of a Client order if any part of the order has already been partially or fully executed, and shall bear no liability for any losses incurred as a result.
- 44. All electronic or magnetic recordings of the Client's telephone orders, pursuant to Clause 12 of this Agreement, as well as relevant documents and emails sent to NBG, shall constitute conclusive evidence of the Client's order to NBG and their content. Other forms of evidence, including witness testimony, are expressly excluded. NBG reserves the right to suspend execution or further transmission of an order until it receives confirmation in a manner it deems appropriate.
- **45.** NBG reserves the right, where appropriate and in accordance with accepted market practices or prevailing conditions, or where necessary to protect the orderly functioning of the market or to act in the Client's best interest, without any liability on the part of NBG, to partially execute orders unless otherwise expressly agreed with the Client.
- 46. In the event of errors or omissions, such as the incorrect or missing entry of the Client's code when entering into a trading transaction, erroneous entry in whole or in part of the Client's details on documents or data held by NBG, or erroneous typing of details of an exchange transaction on behalf of the Client, or erroneous credit or debit entries in the Custody Account due to employee error or omission, NBG may unilaterally cancel the affected transactions, documents, data, or records as soon as the error is detected, excluding NBG from any liability for this reason. If the error or omission is identified too late to reverse official entries or records issued and retained by NBG, NBG may take corrective action to restore the situation to its previous state, at its sole discretion, if and to the extent possible.

- 47. NBG reserves the right, but is under no obligation, to decline execution of any order if the corresponding Financial Instruments (for a sale) or funds (for a purchase) have not been previously delivered to the Bank and deposited with the Client's Custody Account. In any case, the Client affirms that, at the time of placing a sell order, they hold full ownership of the relevant Financial Instruments which shall be free of any encumbrances. Exceptions to this are permitted only where "short selling" is allowed by law and subject to a special written agreement with NBG.
- **48.** The Client acknowledges that due to market conditions or liquidity constraints, execution or transmission of an order may be difficult or impossible. NBG shall not be held liable for non-execution, failed transmission, or delays that are not directly attributable to NBG.
- **49.** NBG may, in exceptional circumstances, deviate from the content of the Client's order if it is unable to notify the Client and reasonably believes that the Client would have consented to such a deviation if informed of the relevant circumstances.
- 50. NBG reserves the right to forward Client orders for execution to another investment services firm, mutual fund management company, credit institution, or any third party licensed to provide investment services pursuant to the Law. Specifically, NBG can do business with any third party, including all NBG Group companies, for the purposes of best execution of Client orders. Moreover, NBG is entitled to execute transactions on securities issued by any affiliate or associate or client of the Bank. This shall also apply where NBG or any affiliate or associate or client thereof provides any kind of services (including issue underwriting and consulting) to the issuer of any securities being traded. The Client acknowledges that transactions as above may, depending on their nature and where permitted by law, generate a benefit in favour of the said persons and/or NBG, subject to Clause 8 of this Agreement and the Inducement Policy of the Bank.

#### IX. ORDER EXECUTION POLICY - AGGREGATION

- 51. NBG complies with its obligations under the Law and adheres to its internal Best Execution Policies of Orders on Financial Instruments, which are designed to achieve the best possible outcome for the Client when executing or receiving and transmitting orders on the Client's behalf. The Client expressly acknowledges and consents to the Best Execution Policies of both the Bank and NBG Securities, as outlined in the Pre-Contractual Information Bulletin, which was delivered to the Client prior to the execution of this Agreement. NBG reserves the right to unilaterally amend its Best Execution Policies, in which case it is obliged to notify the Client accordingly. Provided that the business relationship with the Client continues, the applicable Best Execution Policy shall be made available: by the Bank at its website (<a href="www.nbg.gr">www.nbg.gr</a>) and through its branch network; and by NBG Securities at its website (<a href="www.nbgsecurities.com">www.nbgsecurities.com</a>).
- 52. If the Client provides to NBG specific instructions for the execution of an order, NBG is released from its obligation to act in such a way as to best serve the interests of the Client, insofar as it complies with the Client's instructions, and as to that part of the order that is governed by such instructions. Additionally, in cases where NBG provides the Client with direct access to certain market(s) through an online application, the Client assumes responsibility to ensure the best outcome, as key execution parameters such as timing, price, and other factors fall outside the services provided by NBG in this context.
- 53. The Client hereby gives explicit consent for NBG to execute or transmit orders for execution outside a Trading Venue. The Client further declares and confirms that they have been informed by NBG of any potential adverse consequences, including counterparty risk, associated the execution outside a Trading Venue. Upon request, NBG can provide additional information on such risks and the implications of executing transactions outside of a Trading Venue.
- 54. Limit orders for the Client's account regarding Financial Instruments admitted to trading on a regulated market or trading venue which are not executed immediately under the prevailing market conditions, shall be publicly announced, either by NBG or any third party to whom the order has been transmitted, in a way that said orders are available to other market participants, so as to facilitate execution when market conditions permit. The Client has the right to instruct NBG not to announce a specific limit order or any limit orders in general. Such instructions must be given in writing, and shall be binding on NBG only upon verified receipt.

55. Subject to compliance with applicable legal provisions, NBG may execute or transmit aggregated orders for the account of more of its Clients or for own account and for the Clients' account, when it reasonably believes that such aggregation serves the best interest of the Client, in general. In such cases, NBG will apply a robust internal policy that ensures the fair and lawful allocation of orders and relevant transactions. In any case, the Client acknowledges and accepts that the aggregation of the Client's orders with other client orders or NBG orders may, in some cases, incur injury to the Client and benefit in some other.

# X. PORTFOLIO CUSTODY – CUSTODIANSHIP

# A. Representations – Consents on Portfolio Custody

- **56.** The Bank enters into this Agreement based on the Client's representations and consents, as stated in this Agreement, which (representations and consents) are fully valid as at the date of executing this Agreement and throughout the validity thereof, as expressly and explicitly declared by the Client.
- 57. The Bank shall always act in compliance with the Client's instructions and the terms and conditions of this Agreement under its legal duties and obligations. The Bank is not required to execute any instruction given by the Client, if it would breach any applicable law or regulation of any state or public authority or if it contravenes any provision of this Agreement.
- 58. The Client provides today to the Bank the irrevocable order and authorization, as well as the right, to perform on the Client's behalf and for the Client's account any act required for the execution of the relevant instructions and sign any document required for the provision of services, as defined in this Agreement, notably any agreement or document required for the full execution of the Client's order to the Bank under this Agreement.
- **59.** The Client is required to collaborate with the Bank, approve and certify any acts, representations and requests of the Bank which are necessary for the fulfilment of the Bank's obligations deriving from this Agreement.
- 60. The Client is obliged to maintain a sufficient balance on the Custody Account(s) held with the Bank for clearing, under this Agreement, the transactions carried out by the Bank. In this context, the Client provides to the Bank the irrevocable order and authorization to carry out transactions on the Custody Account(s) held in the name and on behalf of the Client to complete the settlement and clearing of the transactions carried out on behalf of the Client and withdraw any amount required for the transactions to be carried out, as well as any amount or other debt to the Bank that arise for the execution of the terms and conditions of this Agreement.
- 61. In the event that the transaction to be carried out on behalf of the Client concerns securities in physical (paper) form, the Client is required to deliver to the Bank in a timely manner and already as of the time of transmission of the execution order, the relevant securities so that the clearing and settlement of the specific transaction can be completed within the time provided for in the applicable regulatory framework.

# **B. Custody Services for Financial Instruments and Cash Funds**

- 62. The Client's portfolio is deposited and kept in one or more Custody Accounts as further described in Annex I hereof. These accounts are held with the Bank itself or with one or more Custodians, with whom the Bank has entered an agreement to this effect in order to ensure that the former shall adhere to the delivery terms against payment upon submission of the legal documentation for every transaction. The Bank takes every step to ensure that Custody Accounts are held by each Custodian in the Client's name so that the Client's assets can be distinguished from assets held for other clients, and from the assets owned by the Bank or the Custodian.
- 63. In exceptional cases and especially when it is deemed necessary with reference to the Custodian or the market's transaction clearing system where transactions are effected or to the way specific transactions are effected, the Client's Portfolio or the assets thereof may be kept in an account in the Bank's name. In such cases, the Bank ensures that the relevant account is designated as the "Clients' account", and keeps a corresponding separate Client's Custody account in its books. "Clients' accounts" as above contain exclusive Portfolio assets of the Bank's clients and are held separately from any accounts relating to Bank assets. The

- Client's funds and/or securities held in the "Clients' account" in the Bank's name and written to a corresponding separate Client's Custody account in the Bank's books, as above, are included in and calculated as part of the Client's Portfolio.
- **64.** The Bank shall safeguard the Client's portfolio with due diligence, making every reasonable effort to preserve and manage it properly, in accordance with the Client's instructions and applicable law.
- 65. The Bank is obliged to return the assets of the Client that have been deposited with it for custody, if requested to do so by the Client and provided such request is in compliance with current legislation and the terms herein. The Bank is exempt from the obligation to return the assets only in the event of force majeure or if such is provided for by the currently applicable legislation. The exemption does not apply to cash that might be deposited with the Bank, provided that there are no pending transactions for clearing or any other dues of the Client to the Bank.
- 66. The Bank shall keep the necessary files and accounts in order, so as to be able at any time and without delay to separate the assets kept on the Client's behalf from any assets kept on behalf of any other client, as well as from the Bank's own assets.
- **67.** The Bank shall keep all files and Custody Accounts in a manner that ensures their accuracy and that they correspond to the Financial Instruments and funds kept on behalf of the Client.
- **68.** The Bank shall regularly review the reconciliation between the Custody Accounts maintained in its own records and those held with third-party Custodians, where Client assets may also be deposited.
- 69. The Bank shall take every reasonable step to ensure that Financial Instruments in the Client's portfolio that are delivered to a third party under the terms of this Agreement, may be separated from the financial instruments belonging to the Bank, to a third party or to any of its clients, using accounts with different names in the third party's books or through other equivalent measures intended to provide the same level of protection.
- **70.** The Bank shall take all reasonable measures to ensure that the Client's funds, deposited on the Client's behalf with a central bank, another credit institution or a bank licensed in a non-EEA country or an official/registered money market mutual fund, are held in account(s) that are segregated from those used to hold the Bank's own funds.
- 71. The seizure or blocking of the Client's assets, whether in the form of cash credited to client' bank accounts held in the name of the Bank or in the form of financial instruments, by the Bank's creditors is prohibited, provided that the Client is identified as the beneficiary in the Bank's records and supporting documentation. The Financial Instruments that are not subject to seizure and blocking according to the aforementioned include not only those owned by the Client under the applicable provisions of property law, but also assets owned, directly or indirectly, by the Bank in its name and on behalf of the Client, where the Client is identified as the beneficial owner in the Bank's records and any supporting documentation, regardless of whether such Financial Instruments are registered in the Client's name with the registry held by the Bank or in any other securities registry system.
- 72. Security interests, real liens or offset rights on the Client's financial instruments that allow any third party to use the Client's financial instruments or funds for the collection of debts not related to the Client or the services provided to the Client, are prohibited unless otherwise required by the applicable law in the jurisdiction of a third country, where the Client's funds and financial instruments are held.
- **73.** If the Bank is required to enter into agreements that give rise to security interests, real liens, or rights of set-off as described in Clause 72 below, it shall inform the Client accordingly and disclose the associated risks.
- 74. In cases where the Bank grants or becomes aware of the existence of security interests, real liens or rights of set-off over the Client's Financial Instruments or funds, such interests shall be documented in the Client's agreements and reflected in the Bank's records to clarify asset ownership, particularly in the event of insolvency.
- **75.** The Bank shall put in place the appropriate operational measures to minimize risk of loss or decrease in the Client's assets or their rights with regard to such assets due to asset misuse, fraud, poor management, inadequate record keeping or negligence.
- 76. The Bank may change Custody Account numbers at any time, provided that the Client is notified in advance.

- 77. Unless otherwise agreed, if the Client engages an intermediary to execute purchase, sale, or other transactions involving Financial Instruments, that intermediary shall be exclusively responsible for any action, omission, or negligence regarding cash payments or delivery of Financial Instruments, and in general the Client shall be solely responsible for any action or omission by such intermediaries.
- 78. The Bank may deposit the Financial Instruments held on behalf of the Client in account(s) opened by a third party (sub-custodian) on condition that it shall act with due expertise, care and diligence in the selection, appointment and periodic control of such third party (sub-custodian), and the arrangements in place regarding the holding and custody of the Financial Instruments. In particular, the Bank shall take into account the technical competence and market reputation of the third party (sub-custodian), along with any legal requirements or market practices applicable to the custody to Financial Instruments that could have a negative impact on the Client's rights. In any case, as regards the respective liability of the Bank, the provisions of this Agreement apply.
- **79.** The Bank shall be responsible for the choice of bank or organization and should be in a position, at any time, to control the suitability of the bank or organization that has been entrusted with safeguarding transferable securities and other assets and make the necessary enquiries, when needed, in order to control the proper performance of the duties of those persons.
- **80.** The Bank shall deposit the Client's Financial Instruments with a third party (sub-custodian) registered in a non-EEA country only if the third party (sub-custodian) is subject to special provisions and supervision in that country as regards the custody and safekeeping of Financial Instruments.
- **81.** The Bank does not deposit Financial Instruments held on behalf of the Client with a third party established in a non-EEA third country which has not established any rules on holding and keeping financial instruments on behalf of other persons unless one of the following conditions is met:
- the nature of the financial instruments or investment services associated with them requires that they are delivered to a third party registered in that third country, or
- when the Client has submitted a written request to the Bank to deliver them to a third party in such non-EEA country.
- In this case, and especially if the legislation in the non-EEA country where the third party (sub-custodian) is established is more flexible compared to that governing custodians in EEA countries as regards the protection of client asset rights, the Client explicitly declares that they are aware they may lose their assets held in custody because of the actions or omissions of the third sub-custodian, including fraud or the sub-custodian becoming bankrupt or insolvent.
- 82. Funds and Financial Instruments that the Client wishes to include in their Portfolio at any time during the course of the transactional relationship with the Bank, are deposited or delivered respectively to a Custodian designated by the Bank and credited to a Custodian Account, i.e. an account that the Bank is legally authorized to manage for the purposes of this Agreement. Payment of cash or delivery of a Financial Instrument on behalf of the Client in order for the relevant amount or Financial Instrument to form part of the Client's Portfolio, is evidenced exclusively by the relevant depository slip or official certificate of receipt or another lawfully issued transaction record from the Bank or the Custodian, expressly excluding any other forms of evidence, and in particular witness testimony, affidavits, or informal documents. It is expressly agreed that the payment in cash or the delivery of Financial Instruments by the Client to a non-custodian, even an employee, assistant, or other person of the Bank in general, shall not bind the Bank, since the relevant funds or Financial Instruments are not recognized as items of the Client's Portfolio.
- **83.** The Bank declares to the Client that it is entitled, at its sole discretion, to refuse the inclusion of a specific Financial Instrument in the Portfolio.
- 84. Payment of funds and/or transfer of Financial Instruments of the Portfolio from a Custody Account to the Client or a third party following instructions of the Client shall be carried out only upon specific written order to the Bank which is presumed to include acceptance of any impact of the requested payment or transfer on the performance of the Client's Portfolio.
- **85.** In any case, the Client may withdraw funds or receive or transfer to a non-custodian the Financial Instruments that comprise the Portfolio, as well as dispose in any way assets of the Portfolio held by a Custodian and which are, in general, in the hands of third parties, only if the Custodian has been informed

beforehand, and can also be presumed that, even in the absence of relevant notification by the Bank, the Client accepts any impact of the withdrawal or receipt or transfer on the performance of the Client's Portfolio. If funds or Financial Instruments are received directly by the Client due to rights arising from the Financial Instruments that comprise the Portfolio, for example due to distribution of dividends, bonus shares etc., the Client is obliged to inform the Bank immediately. If the Client does not include (by deposit to the Custody Account) immediately to the Portfolio the funds or Financial Instruments or other benefits or rights that are received by the Client, they are deemed to have been withdrawn by the Client and under no circumstances shall they be considered to be part of the Portfolio.

**86.** It is expressly agreed that the return of funds or Financial Instruments of the Portfolio to the Client, as above, shall require the prior completion of any pending transaction settlements, as well as the full payment of any expenses and fees of the Bank or any third parties involved in connection with such transactions.

# C. Terms of Use of the Client's Financial Instruments

- 87. The Bank shall not enter into agreements regarding securities financing transactions vis-à-vis the Financial Instruments held on behalf of the Client or use in another way such Financial Instruments for its own account or for the account of another client, unless the following conditions are met:
  - (a) the Client has given prior express consent to the use of the instruments on specified terms, as clearly evidenced by signature or other equivalent mechanism agreed with the Client.
  - (b) the use of the Client's Financial Instruments is restricted to the specified terms to which the Client consents.
- **88.** The Bank is not allowed to enter into arrangements for securities financing transactions in respect of Financial Instruments which are held on behalf of the Client in an omnibus account maintained by a third party, or otherwise use financial instruments held in such an account for its own account unless, in addition to the conditions set out in Clause 87, at least one of the following conditions is met:
  - (a) each Client whose Financial Instruments are held together in an omnibus account has given prior express consent in accordance with point (a) of Clause 87, or
  - (b) the Bank has in place systems and controls which ensure that only financial instruments belonging to clients who have given prior express consent in accordance with point (a) of Clause 87 are so used.
- **89.** The terms and conditions under which securities financing transactions involving securities of the Client will generate a return for the Client are:
  - (a) The Securities Financing Transactions are carried out on a bilateral basis through a specialized Securities Lending Agency or the financing and lending infrastructure of the International Central Securities Depositories.
  - (b) The terms of Securities Financing Transactions in respect of the eligibility of the Securities, their price, and the haircut of their financed value are based on the respective terms of Securities Financing Transactions through the financing and securities lending infrastructures of the Eurosystem and International Central Depositories.
  - (c) Lending of securities within the context of Securities Financing Transactions is granted by obtaining cash collateral.
- **90.** The Bank's records, maintained pursuant to the preceding paragraphs and in accordance with Bank of Greece Executive Committee Act No. 234/3/23.09.2024, as in force from time to time, shall include detailed information identifying the Client on whose instructions the Financial Instruments were used, as well as the quantity of Financial Instruments utilized.

# D. Administration of Financial Instruments – Corporate Actions

91. The Bank shall execute the daily administrative and handling tasks such as collection of income in the name of and on behalf of the Client vis-a-vis the financial instruments of the Client deposited with the Bank under this Agreement. By way of example, the Bank shall collect dividends, the principal and interest on bonds, any freely distributed shares, interest on certificates of deposit and any other income concerning the Financial Instruments held in custody.

- 92. If, in order to exercise a right, it is necessary to pay a fee or it is possible to choose between more than one way of exercising a right or a relevant investment decision must be obtained from the Client, the latter shall transmit their relevant orders to NBG in time and provide all necessary funds or other financial instruments; otherwise the Bank is under no obligation to perform any action. In the events of share capital increase through cash payment, the Bank shall exercise its pre-emptive right on behalf of the Client or the sale of such rights only after relevant written order by the Client.
- 93. The Bank is not obliged to attend, and inform the Client of, any general meetings, share capital increases and other corporate acts published according to law. The Bank is not obliged to vote in general meetings of shareholders, unless written agreed and on condition that written and detailed instructions shall be provided by the Client regarding the right to vote on the items of the agenda (if such vote is requested), and provided that all necessary documents and authorization for participation in the general meeting are delivered in a timely manner.
- 94. However, the Bank has the right to refuse to attend and vote at any general meeting held by the issuer of a financial instrument or exercise any of the rights conferred by the financial instruments if the Bank believes that such vote on the agenda items or the exercise of a right may for any reason create a liability of the Bank to the Client or the issuer of a financial instrument or against any third party or authority.
- **95.** Note that the Bank is not obliged to provide the Client with any information on corporate or business events including, for example, court rulings or measures against the issuer of a financial instrument or against its shareholders, or on events that may concern the handling of cases or the results of an issuer of a financial instrument, even if such events are known to the Bank for another reason.

# **E. Clearing and Settlement Services**

- 96. The Bank shall perform the clearing and settlement of the Client's Transactions. Accordingly, the Bank:
- (a) with regard to securities of Financial Instruments held in tangible (physical) form, the Bank will receive them and deliver them to the counterparties in the relevant markets or any intermediaries of the counterparties,
- (b) with regard to intangible (dematerialized) securities of the Financial Instruments, the Bank shall take the necessary actions and make the entries required for the conveyance or transfer of such securities pursuant to the Client's instructions; and
- (c) with regard to the funds (cash) in respect of Transactions, the Bank shall make the relevant collections and payments, with the entries being entered into the respective cash accounts.
- 97. The clearing and settlement of Transactions shall always be carried out in line with the provisions of current legislation, and the rules and transaction practices governing the regulated market or the Multilateral Trading Facility where the financial instruments relevant to the said transactions are listed or traded, and according to the place where each transaction is performed.
- 98. The Bank shall require the Client to provide any information deemed necessary or useful for the proper performance of its duties. The Client shall provide immediately to the Bank any information required by the Bank or that the Bank deems necessary or useful for the proper performance of its duties.
- 99. The Bank shall observe the terms of delivery versus payment (DvP), as applicable from time to time.
- exchange transaction arises as a result of the transaction's settlement, the Bank shall carry out the corresponding foreign exchange purchase or sale on behalf of the Client. All third-party commissions and associated costs arising from the purchase or sale of foreign exchange shall be borne by the Client. The Bank may, without prior notice to the Client, aggregate the Client's foreign exchange purchase or sale transactions with those of its other clients or with its own transactions, for execution in the same currency and on the same conversion date. The Client acknowledges and accepts the risks associated with currency conversions, particularly in the context of transactions carried out in foreign markets.
- 101. The Client hereby establishes a pledge in favor of the Bank and NBG Securities pursuant to the provisions of Legislative Decree dated 17/7–13/8/1923, as well of Articles 1209 et seq. of the Greek Civil Code, over any sum of money or Financial Instrument deposited in the Custody Accounts from time to time, in security of any present, future or conditional claims of the Bank or NBG Securities against the Client, which may arise from this Agreement.

- 102. This collateral extends to financial instruments resulting from corporate actions, such as share capital increases through bonus shares, share capital increases through the exercise of pre-emptive rights, etc.
- 103. In any case, the Client shall take every step to ensure that the said pledge remains in full force and effect against any third party.
- 104. The Bank is authorized (irrevocably and at its sole discretion) to carry out any formalities required by law, including any commitment, disclosure, entry or registration, necessary to finalize establishment of said collateral.
- 105. Pledges and other forms of collateral agreed to as above constitute continuous security in favor of the Bank and NBG Securities for any claim it may have against the Client pursuant to terms of this Agreement and the provisions of law, and provide also the right to preferential satisfaction from the proceeds of the liquidation of such collateral for the settlement of their respective claims.
- 106. In the event of the Client's default in fulfilling any obligation arising from this Agreement, the Bank and/or NBG Securities shall exercise without restrictions any measure against the Client provided for under the law and under this Agreement and its additional deeds, without prior notice, to recover any direct and consequential loss. For example, the Bank and/or NBG Securities shall have, among other things, the right: (a) to offset any amount held by the Bank on behalf of the Client to write off any claim against the Client resulting from clearing the Client's transactions using NBG funds; (b) to seize the Client's Financial Instruments and cash held with the Bank; and (c) to sell the Client's Financial Instruments to satisfy their claims against the Client, either in accordance with the specific provisions of the applicable law regarding forced sale and/or forced clearing, or freely, in accordance with the express and irrevocable authorization provided by the Client to the Bank and NBG Securities by this Agreement.
- 107. The Bank shall execute the Client's instructions solely with respect to Portfolio items deposited with it, and its responsibility shall be strictly limited to the proper execution of such instructions. The Bank shall be liable only in the event of any direct loss on the part of the Client that is evidently due to fraud or gross negligence and under no circumstances shall its liability include indirect loss or loss of profit of the Client or losses of third parties. It is agreed that the Client's right to compensation shall under no circumstances exceed the market value of the Client's Financial Instruments held in custody with the Bank.
- 108. Without prejudice to the provisions concerning the selection of third-party sub-custodians, the Bank shall be liable only for the instructions it issues to such third parties (sub-custodians). The Bank shall not be liable for any loss incurred to the Client by acts or omissions of sub-custodians acting outside the Bank's scope of control or responsibility.
- 109. The Bank shall not be liable for any loss incurred by Central Depositories, International Clearing Houses, any operator of the system where financial instruments are registered, whether a regulated market or a Multilateral Trading Facility, or persons whose intermediation or involvement is required by the rules and practices of the regulated market or Multilateral Trading Facility in which the Client's Financial Instruments are traded and where transactions take place.
- that may generate loss to the Client. The terms "force majeure" and "unforeseeable circumstances" include, inter alia, any unforeseeable event independent of the will of the parties. Events of force majeure include, inter alia, war, natural disaster, earthquake, fire, flood, acts of terrorism, strikes and work stoppages, the breakdown or malfunction for whatever reason and cause of trading systems (regulated market or MTF or OTF), central settlement and clearing of transactions, power blackout, break in transmission or telecommunications, the actions of third persons or authorities, amendments to the current legislative framework, etc.
- In addition, the Bank shall not be liable for any acts, omissions or delays on the part of any authority or state corporation or corporations operating under assignment by the authority, or on the part of issuers of financial instruments, or for violation of any contractual or legal obligations of the latter during the custody of financial instruments and the settlement of the Client's transactions.
- 112. The Bank shall not be liable against the Client for failure to perform an order or instruction or for not clearing and settling a transaction due to failure of a seller or buyer of a financial instrument to deliver the financial instruments sold or to pay the price of the purchased financial instruments or in the event that

forged or falsified securities of financial instruments are delivered. In any such event, all relevant rights to compensation against the counterparty or other liable person will be exercised by the Client, whereas the Bank's liability shall be restricted to the provision of necessary assistance at any given time.

- 113. The Client is liable against the Bank for any loss or damage incurred by the Bank as a result of:
- any breach by the Client of any obligations deriving from the Agreement or any of its declarations contained in this Agreement,
- execution of orders or instructions of the Client,
- the invalidity of any notification which the Bank considered in good faith to be an instruction given by the Client or a person authorized by the Client to transmit instructions in accordance with this Agreement, or an authentic document,

unless such loss or damage resulted from proven fraud or gross negligence on the part of the Bank.

114. If a Client's instruction/order is not clearly stated or if the legal requirements are not met, the Client has no right to raise any claim against the Bank for failing to execute it.

# F. Other terms regarding Portfolio Custody

- shall transfer the Client's Portfolio items to another custodian only following such Client's instruction. In any case, the termination of this Agreement requires the transfer of all items deposited with the Bank to another custodian, in line with this Agreement. The transfer of the Portfolio items should comply with the rules of the applicable legislation, and trading and banking practices. The Bank is entitled to withhold commissions, as well as expenses and any rights of third parties, before rendering the Portfolio's funds or Financial Instruments to the Client.
- 116. If the Client contravenes the provisions of current legislation and regulatory provisions, the Bank is entitled to terminate the provision of services herein.
- 117. The Bank and the Client shall put in place any necessary internal control measures, in order to avert:
- (a) Contravention of their obligations deriving from this Agreement, as well as current legislation.
- (b) The performance, whether directly or indirectly, of an act that contravenes current legislation, decisions of the Capital Market Commission, Acts of the Governor of Greece, and their statutes. It is understood that, in the context of implementing this Agreement, omitting to act shall be considered an act.
- (c) Non-observance of the secrecy and confidentiality of information obtained within the context of performing actions relating directly or indirectly to the execution of this Agreement.
- (d) The execution, whether directly or indirectly, of Transactions using confidential information obtained within the context of this Agreement.
- 118. Taxes of any nature, duties, surcharges, fines by supervisory authorities or other fines concerning actions or omissions on the part of the Client, as per current legislation, imposed during or on the occasion of the provision of services herein shall be borne exclusively by the Client, even if they are certified in the name of the Bank.

# XI. CONDUCT OF TRANSACTIONS – FINANCIAL OPERATIONS

The Client is obliged to (a) advance the purchase price of any Financial Instruments ordered, along with the Bank's commission and any transaction-related charges, in general, as estimated at the Bank's sole discretion; and (b) deposit or deliver any Financial Instruments intended for sale prior to the execution of the relevant transaction. If the Client fails to comply with these obligations, NBG shall be entitled – but not obliged – to refrain from executing all or part of the related orders or to cancel their execution. Should the Bank proceed with execution despite the Client's non-compliance, the Client shall remain fully obligated to pay the purchase price (for buy orders), deliver the instruments (for sell orders), and settle all applicable fees and expenses no later than the statutory settlement deadline for the relevant transaction. Failure to do so shall place the Client in default automatically, without the need for prior notice, and the Client shall be liable for any direct or consequential damages incurred by NBG, including loss of profit, in accordance with the terms of Chapter XIV of this Agreement.

- 120. The Bank shall only deliver Financial Instruments or funds to the Client upon the Client's prior notice of at least one business day, and in any case after such assets have been received by the Bank as a result of the respective transaction. The Bank shall not be liable for the validity, legal integrity or authenticity of the documents delivered to the Bank upon the legal identification of the individual collecting the proceeds and/or instruments arising from the execution of Client orders.
- 121. The Client may receive funds or Financial Instruments resulting from the settlement of transactions in foreign markets only after such funds or Financial Instruments have been transferred to the Bank or its cooperating Custodian by the relevant clearing body, in accordance with the applicable legal and institutional framework of the foreign market. The Bank shall not be liable for any delay or failure by such third parties to fulfil their obligations towards either the Bank or the Client.
- 122. Payments by the Client to the Bank must be made by crediting the Custodian Account or other designated cash account, the details of which shall be provided to the Client in writing by the Bank.
- Accounts, as well as extracts from Custody Accounts held by the Custodian(s) under this Agreement or the internal procedures adopted by the current Custodian, listing the Portfolio's and the separate Custody Accounts' activity respectively, as of the Client's last acknowledgement, constitute full and incontrovertible evidence for any claim on the part of NBG against the Client. Furthermore, recordings of telephone conversations and any other communications with the Client that have not been contested in the manner prescribed herein shall also constitute full proof.

#### XII. OBLIGATIONS AND LIABILITY OF NBG

- Each of the contracting parties, i.e. the Bank and NBG Securities, undertakes obligations solely in connection with the specific Services it provides. Accordingly, they are severally liable (and not jointly or jointly and severally liable) for the fulfilment of their relevant obligations towards the Client only insofar as such obligations arise under this Agreement or under a separate agreement between them and the Client. Under no circumstances shall the Bank or NBG Securities be held liable for the acts or omissions of the other in connection with or arising from the execution of this Agreement. Any reference to the liability of NBG in this Agreement shall be construed to mean either the Bank or NBG Securities, depending on the entity providing the Service in question. Any act or omission of the Bank or NBG Securities that gives rise to a claim on the part of the Client shall be attributed only to the responsible party, and the Client may pursue remedies solely against that party.
- 125. NBG undertakes no obligation beyond those expressly provided for in this Agreement, unless otherwise agreed in writing in a special agreement with the Client for any particular transaction.
- Subject to the terms of this Agreement, NBG shall observe strict confidentiality vis-à-vis the Client, the Services provided and the transactions carried out on the Client's behalf, as well as the contents of the Client's Portfolio. Excluded is the disclosure of Client-related information required by law for the representation of the Client and fulfilment of obligations undertaken by NBG under this Agreement, and data legally disclosed to NBG's supervisors or other authorities acting within the sphere of competence, or data reporting services providers, i.e. approved publication arrangements (APA), consolidated tape providers (CTP), or approved reporting mechanisms (ARM).
- 127. In the event of culpable non-execution or delayed execution of the Client's orders, or in the event of a breach of this Agreement or applicable law, NBG shall be liable only in cases of fraud or gross negligence on the part of its bodies, employees, agents, or representatives. In any case, the Client expressly agrees that NBG shall have no liability for consequential damages, indirect loss or loss of profits, or third-party claims arising from such breaches.
- 128. NBG shall comply and declare, in the name and on behalf of the Client, compliance with current regulations governing stock exchanges and financial markets, whether in Greece or abroad, and any future amendment thereto.
- 129. The Client expressly and unreservedly declares to the Bank that they have complied and shall continue to comply throughout the transaction relation with NBG, with all tax obligations in any country or region such

obligations may arise, and acknowledges that NBG must comply with any relevant obligation in line with its applicable legal, regulatory and supervisory obligations regarding the disclosure, reporting, or withholding of any relevant tax information concerning the Client. The Client acknowledges expressly and unreservedly that the Client is solely liable for meeting their relevant tax obligations, including without limitation, the submission and payment/ repayment of income tax, property and ownership tax liabilities. Maintaining Custodian Accounts and/or investments linked to Custodian Accounts, as well as the revenues, income/ profit and the procedures related and carried out on each Client's Custodian Account, may have tax consequences for the Client depending on a wide range of factors, including without limitation, the place of the Client's residence, citizenship, and the nature of the investments. In this context, certain countries or regions may apply tax legislation with consequences/ impact on other jurisdictions (outside the country or region) i.e. extra-territorial tax obligations that affect the Client irrespective of the Client's place of registered office or residence. NBG does not provide any legal or tax advice. Accordingly, the Client is strongly advised to seek independent legal and/or tax advice, and the Client acknowledges and agrees that NBG shall bear no responsibility in this respect.

- laws, any tax arising from the sale of the Client's shares on foreign exchanges or any other taxes imposed on transactions. The Client is also aware that, under Greek tax law, profits from dividends and interest on foreign securities are treated as income from transferable securities; and profits from foreign mutual funds, including capital gains realized by investors (other than those from EU-based funds), are subject to withholding tax. The Client acknowledges that additional tax liabilities may apply, now or in the future, as a result of their transactions in foreign Financial Instruments under Greek or foreign legislation, and agrees that it is their sole responsibility to remain informed, submit any required tax declarations, and take any required actions, at their own risk and expense.
- NBG is entitled to effect transactions on the Client's behalf through substitute agents, whether in Greece or abroad (including investment service provider firms, banks, agents, custodians, etc.) who may be legal entities consolidated with the Bank within the meaning of Law 4308/2014. NBG shall have sole discretion in the selection of such entities and assumes no liability for their acts or omissions, particularly regarding the timely and proper execution of instructions and orders, or their inability to execute them in accordance with NBG's instructions. Furthermore, NBG shall not be liable to the Client for any injury incurred to the Client as a result of the execution or transmission of the Client's orders carried out by third parties selected by the Client.
- 132. NBG shall not be liable for any injury incurred to the Client or to any third party with rights relating thereto in the event that the operations of NBG or of any other investment services provider that is an associate of NBG for the account of the Client are wholly or partially suspended or limited as a result of decisions and actions by the authorities, contingency and force majeure, including suspension of trading venue operations, suspension of trading in financial instruments, or the exercise of the right to strike. NBG is also not liable for failure to execute Client orders due to the exceeding of trading limits imposed on NBG by the stock exchanges of which it is a member.
- activities, and is aware of and accepts that they have been informed of the risks associated with investment activities, and is aware of and accepts that the markets where Financial Instruments are traded are subject to unpredictable fluctuations and therefore the outcomes of the Services cannot be guaranteed. The Client further acknowledges, accepts and assumes all risks related to transactions executed under this Agreement and governed by foreign law, and changes in the exchange rates of currencies used in the settlement of such transactions. Where a Financial Instrument includes a guaranteed return, the Client understands and agrees that such guarantee is <u>not</u> provided by NBG, but rather by the issuer of the Financial Instrument and/or investment product, or by another third party. As a result, NBG including its executives, directors, and employees and representatives shall not be liable for losses resulting from changes in market conditions or currency exchange rates; the Client's investment decisions, even if they later prove to be unfavorable; acts or omissions made in the provision of Services, unless such losses are proven to result from fraud or deliberate attempt on the part of NBG to injure the interests of the Client. In any case, NBG including its

- executives, directors, employees and representatives in general is liable for the recovery of any direct loss actually suffered by the Client, expressly excluding compensation for loss of profits, loss of business reputation or clientele, or any consequential or circumstantial damages of any kind whatsoever.
- 134. NBG shall not be liable for any consequences arising from the exercise of contractual or legal rights by a third party holding a valid claim against the Client over assets that, as a result of this Agreement, have come into that third party's possession or control. In addition, NBG shall bear no responsibility for any third-party seizure (attachment) imposed against the Client's assets in NBG's possession.

#### XIV. A. CLIENT'S OBLIGATIONS – BUSINESS RELATIONSHIP WITH NBG

- take every step to prevent any financial or other loss or damage to NBG arising from illegal acts or omissions on the Client's part in connection with the performance or execution of this Agreement, otherwise the Client is obliged to compensate NBG, including its executives, employees and other associated individuals, in general.
- duty to ensure and safeguard the proper functioning of the financial market and, in fulfilling this duty, it is required to take appropriate measures, at its reasonable and documented discretion, in compliance with any applicable legal, regulatory, and internal policy requirements, including measures to prevent unlawful or suspicious transactions; combat money laundering and terrorist financing; prevent fraud and bribery; prevent the direct or indirect provision of financial or other services to persons (natural or legal), beneficial owners, and/or jurisdictions subject to international or European economic sanctions and restrictive measures, as applicable. Such measures may include, but are not limited to, refusing, cancelling, suspending, or refraining from executing an order or transaction; or requesting additional information concerning the order, the Client, the Client's relationships, status, or assets, etc. The Client expressly undertakes to cooperate fully and promptly with NBG and to comply with any such measure that NBG deems appropriate. The Client further acknowledges that such actions, even if they do not appear immediately justified, shall not constitute a breach of the business relationship with NBG.
- other information, particularly in response to requests or questionnaires issued by NBG, and to do so clearly and transparently. This information is required, without prejudice to Clause 35 of this Agreement, for the proper determination of the content and scope of the Services to be provided; the selection of suitable Financial Instruments; the appropriateness of the Services with respect to the Client's target market classification, knowledge and experience, and risk tolerance. The Client is responsible for keeping all submitted information up to date and for promptly notifying NBG of any changes during the term of this Agreement. Furthermore, the Client agrees to submit to NBG all necessary legalization documents (power of attorney, authorization etc.) and to provide NBG with all reasonable cooperation necessary for the proper provision of the Services. NBG shall consider accurate the data, information and documents supplied by the Client as above, and is under no obligation to confirm their contents or authenticity.
- 138. Any contracts, agreements and arrangements entered into between the Client and third parties, which are not expressly incorporated into this Agreement, shall not bind NBG in an y way, even if NBG has been made aware of them.

# **B. CLIENT DEFAULT**

139. In the event of delay in the payment of any amount owed to NBG, the Client shall ipso jure be considered to be in default, without prior notice, and shall owe the default interest calculated on the basis of the current legal annual default interest rate. Default interest shall also be charged over the value of Financial Instruments that the Client fails to deliver to the Bank in a timely manner. If the Bank proceeds, in

line with legislation, with forced acquisition of Financial Instruments (closing out), the acquisition value shall be considered the price at which the Bank acquires the Financial Instruments in question.

- 140. If the Client fails to timely deliver Financial Instruments sold on their behalf and NBG must acquire the necessary Financial Instruments (closing out), the Client shall be obligated to fully compensate NBG for any related costs, expenses, or damages, including but not limited to transaction losses, borrowing costs, administrative fines, and other direct or consequential losses, together with interest at the legal default rate.
- 141. In the event of the Client's default in fulfilling any obligation arising from any transaction or business relationship, NBG shall implement without limit every measure provided for by law, against the Client, without prior notice, to recover any direct or consequential loss or damage. The Bank's right to pursue satisfaction of its claims on the Client shall include, without limitation, the right to: (a) set-off the Bank's claims on the Client against Client's counter-claims on the Bank, (b) withhold any amounts, whether funds or assets, held with the Bank in the Client's name, and (c) sell Client's Financial Instruments to satisfy its claim(s) on the Client, pursuant to special provisions of current legislation regarding required sale and/or liquidation or freely at the Bank's discretion, on the basis of express and irrevocable authorization provided in this Agreement by the Client.
- 142. In pursuing satisfaction of its claims on the Client, NBG shall be entitled to exercise the aforesaid rights even if the funds or assets on which NBG shall seek to enforce its claim(s) relate to a different transaction or agreement from the one giving rise to the default. In case of a sale of the Financial Instruments to satisfy its claims against the Client, NBG may sell any Financial Instruments at its sole discretion, without being liable for the selection or specification of the Financial Instruments sold.
- 143. The Client shall bear all costs and expenses incurred in connection with the seizure, management, or potential sale of their assets, whether arising from a court order, under the authorization granted under Clause 141 of this Agreement, or under any other applicable legal provision, including, but not limited to legal fees, asset supervision or valuation costs, security services, insurance premiums, commissions, and both judicial and extrajudicial expenses incurred by NBG in pursuing its claims against the Client or any recourse against third parties.
- 144. Any forbearance or delay on the part of NBG in exercising its rights against the Client shall not constitute a waiver, either in whole or in part, of those rights. NBG may exercise its rights at any time. Furthermore, any forbearance or delay in collecting overdue debts shall not be construed as the extension of credit, which shall require a separate written agreement, including a clearly defined contractual interest rate.
- 145. NBG shall bear no liability for any damage or loss suffered by the Client or any third party as a result of the lawful exercise of its rights to seizure, attachment, or other legal enforcement actions, including in connection with future or contingent claims.

# XV. NBG FEES AND OTHER CLIENT CHARGES

- The costs, fees, taxes and other charges relating to the Services provided by NBG under this Agreement are set pursuant to the Bank's applicable pricing policy, the applicable legislative and tax provisions, and charges imposed by third parties involved in the provision of the Services covered by this Agreement. Comprehensive and detailed information regarding the above is available for Services provided by the Bank at <a href="www.nbg.gr">www.nbg.gr</a>, and for Services provided by NBG Securities at <a href="www.nbgsecurities.com">www.nbgsecurities.com</a>. It is expressly agreed that if custody services outside Greece are required under this Agreement and for the purposes hereof, the Client shall pay any additional fees.
- Any instance in which NBG collects less than the agreed fee for a particular transaction or service shall not create an obligation on its part to maintain such reduced pricing for future transactions.
- 148. NBG's remuneration does not include expenses and charges incurred in the course of providing the Services, including any applicable taxes, default interest, third-party fees or commissions, and any custody-related costs charged by third-party custodians. The Client may access full and updated information regarding these costs for the Bank's Services, via <a href="www.nbg.gr">www.nbg.gr</a>, and for NBG Securities' Services, via <a href="www.nbg.gr">www.nbg.gr</a>, and shall be automatically debited from

the Client's Custody Account. In the event of any change in these charges, NBG shall inform the Client accordingly.

#### XVI. CLIENT NOTIFICATION

#### **Confirmation of Order Execution**

- 149. Following the execution of an order on behalf of the Client, NBG shall promptly provide the Client with the key details of the transaction. A confirmation of execution shall be sent by NBG to the Client within a reasonable timeframe, and in any event, no later than the first business day following the execution of the order, or the receipt of the confirmation from a third party, if applicable. NBG is not required to send a separate confirmation if another party is obligated to send a confirmation directly to the Client containing the same information.
- 150. If the Client's order pertains to units or shares of a collective investment undertaking and is executed on a recurring basis, NBG may use an alternative notification method, to the extent permitted by applicable law.
- 151. The confirmation of order execution constitutes proof that the transaction has been executed on behalf of the Client. However, it does not confirm the fulfilment of the Client's obligations toward NBG, nor does it imply that NBG has fulfilled its obligations to the Client.
- 152. Any dispute or objection by the Client regarding an executed transaction must be submitted to NBG within ten (10) days as of receipt of the corresponding confirmation, otherwise the contents of the confirmation shall be deemed accepted and approved by the Client. The Client's right to raise objections does not affect the validity of any actions already undertaken by NBG under this Agreement.
- 153. NBG shall provide the Client, upon request, with information regarding the status of any order.

# Quarterly Statements of Financial Instruments and/or Funds

- 154. The Bank shall send to the Client, on a quarterly basis, a statement detailing the Financial Instruments and/or investment products held on the Client's behalf, as required by law, unless such statement has already been provided to the Client through another periodic statement or if the Bank provides to the Client access to an online application (e.g. Digital Banking) which is considered a stable medium and through which the Client may access the updated statements of the Client's Financial Instruments, as further specified in the relevant legislation.
- 155. If the Client does not receive the notifications as above or disagrees with their content, they must notify the Bank in writing within fifteen (15) days. Failure to do so shall be deemed as acceptance, and the Client shall forfeit the right to raise any related claims or objections against the Bank.

#### **Annual Notification**

156. NBG shall provide the Client with an annual report detailing all costs and charges associated with the Financial Instruments and Services made available or provided during the year.

# **Information on Positions in Leveraged Financial Instruments**

157. If the Client holds a Custody Account that includes positions in leveraged financial instruments or contingent liability transactions, the Bank shall inform the Client, where the initial value of each instrument depreciates by 10% and thereafter at multiples of 10%. Reporting under this paragraph shall take place no later than the end of the business day in which the threshold is exceeded or, in a case where the threshold is exceeded on a non-business day, the close of the next business day.

#### **Method of Communication**

158. Client notifications under this Chapter shall be provided by NBG in accordance with Annex I.C of this Agreement.

#### **Failure to Receive Notifications**

159. If the Client does not receive any notification, information, or announcement from NBG as required under this Agreement within the expected timeframe, they must inform NBG in writing without delay and no later than twenty (20) days after the relevant date or end of the reporting period, otherwise NBG shall be released from any related liability, and the Client shall have no right to object or make claims regarding the content or non-receipt of the relevant notification.

# XVII. AGREEMENT TERM, AMENDMENT AND TERMINATION

- 160. This Agreement is of indefinite validity. Its validity commences as of the date the Agreement is signed and expires with a notice of termination by any of the parties involved at any time and for any reason whatsoever. Notice of termination is given in writing and becomes effective one business day after the party terminating the agreement forwards it to the other party(-ies) involved, subject to the terms of Clause 164. Termination does not affect the status of NBG's authority when providing Services within the context of which any kind of execution act, even if preliminary, has taken place, and does not affect the validity of any representations made or responsibilities undertaken by the Client by entering this Agreement, or any confidentiality obligations which remain effective after the termination of the Agreement.
- 161. In the event of termination of this Agreement for any reason, the parties maintain their counter claims for compensation, when such claims are based on acts or omissions occurring while this Agreement was in effect.
- any obligation toward NBG, and NBG shall pay and/or deliver to the Client the Portfolio, as it stands at the termination date of the Agreement, after settling any pending transaction and deducting any amount owed to NBG or any third persons as fee, commission, expenses or any other reason. For the purposes of clearing the transactions effected and the settlement of pending obligations, NBG is entitled to liquidate, at its own discretion, any Financial Instruments of the Client to cover the amount due, insofar as liquid funds are not already available in the Custody Account. Moreover, the Client is obliged to release NBG from every obligation that NBG undertook for the Client's account or by order of the Client within the context of this Agreement, providing security for these obligations until NBG is released from them. In this respect, it is expressly agreed that a contractual offset shall be carried out pursuant to Article 16 of Law 3156/2003.
- 163. The Client acknowledges and accepts that, in cases where Financial Instruments owned by the Client are held by a Custodian in the name of the Bank, in accordance with Clause 62 of this Agreement, it may not be possible to return such Financial Instruments to the Client in their entirety. In such cases, the proceeds from the liquidation of the respective Financial Instruments shall be paid to the Client in lieu of physical return.
- The Agreement, and in particular the Client's authorizations granted by the Client to NBG under this Agreement, shall remain in force even following the termination of the business relationship between NBG and the Client, until the settlement of all obligations or relationships arising from the transactions effected. By way of example, the Bank's authority as the Client's representative for the collection of dividends which are part of the Portfolio upon termination of the Agreement and the receipt of bonus shares distributed by the issuing companies remains effective even after termination of the Agreement provided the right of dividend collection or bonus shares receipt, respectively, occurred within the Agreement term, even if the payment of dividends or the delivery of securities is carried out after termination of the Agreement.
- 165. The terms of the Agreement may be amended only on the basis of a written agreement between the parties involved. By way of exception, the terms of this Agreement may only be amended unilaterally by NBG

through a written notification to the Client, for example, (a) in the event of changes to NBG's pricing policy, its Best Execution Policies, or in response to amendments in applicable laws and regulations, market practices of investment firms, or decisions or circulars issued by the Hellenic Capital Market Commission, the Bank of Greece, or other competent supervisory authorities, that affect the continuity or normal conduct of NBG's business relationship with the Client; (b) if legal or regulatory provisions, such as capital market laws, are reinterpreted, for example, through judicial decisions or administrative rulings, in a manner that makes the continued provision of the Services impracticable or untenable. If the Client does not object to the suggested amendment in writing within 30 days, the Client shall be deemed to consent thereto and the Agreement shall be accordingly amended. NBG shall expressly inform the Client of this consequence in its notification.

#### **XVIII. GENERAL PROVISIONS**

- 166. This Agreement constitutes the product of the free and informed will of the contracting parties, who mutually acknowledge its content to be fair and reasonable. Accordingly, both parties waive any right to challenge or rescind the Agreement for any reason whatsoever and explicitly declare that they have considered the risk of unforeseeable changes in conditions prior to entering into this Agreement and waive the protections provided under Article 388 of the Greek Civil Code.
- 167. Invalidity in all or in part of one or more terms of the Agreement does not affect the validity of the other terms of the Agreement or the Agreement as a whole.
- No right or obligation arising under this Agreement may be transferred, assigned, charged or disposed to or for the benefit of any third party by the Client without the prior written consent of NBG.
- 169. If NBG fails to exercise any of its legal or contractual rights, or delays in exercising such rights, this should not be taken to imply that NBG has waived such rights.
- 170. Any commercial relationship between the parties arising from this Agreement shall be governed by Greek law. The place of performance of this Agreement shall be deemed to be the registered office of the Bank. Any dispute, claim or difference between the parties arising from or in connection with this Agreement or the execution thereof, including those concerning breach of its terms, interpretation, notice of termination or invalidity, shall be subject to the exclusive jurisdiction of the courts of Athens.

# **ANNEX I**

# **A1. CLIENT DETAILS (FOR INDIVIDUALS)**

Name:				
Father's name:				
Spouse's name:				
Date & place of birth:				
Occupation:				
Nationality: Citi	zenship:			
AMKA (Social Security Numl	ber):			
ID/Passport No:				
Date of issue:				
Issuing Authority/Country:				
Address				
Home				
Address - (city – street – numl	per – country - post	code)		
Tel.	Tel. 2:		Mobile phone:	
* * *			,	
Email for investment service	es purposes:			
CRM No:				
TRADE NAME: Legal Representative's Deta Name: Father's name: Spouse's name: Date & place of birth: Occupation: Nationality: Citi AMKA (Social Security Numl ID/Passport No: Date of issue: Issuing Authority/Country:	zenship:			
Address				
Home				
address of (city-street-numl	per – country - post	ccode)		
Tel.	Tel. 2:		Mobile phone:	
Email for investment services purposes:				
CPM No:				
		I		

For the purpose of executing transactions in financial instruments listed on the Athens Stock Exchange, the Client hereby grants the Bank full right and authorization to use the "Investor Account" and the associated "Securities Account" held in the Client's name in the Dematerialized Securities System (DSS) of Hellenic Exchanges S.A., as these terms are defined under the applicable ATHEX CSD (Central Securities Depository) Rulebook. In the event that the Client does not already hold an Investor Account and Securities Account in the DSS, the Client expressly authorizes the Bank to create such Investor Account and Securities Account in the Client's name and grants the Bank the right to use them for the purposes of executing transactions under this Agreement.

The Client hereby declares that they are	
subject to taxation	
in the following country or countries:	

#### **B. DETAILS OF THE CUSTODY ACCOUNTS**

	Custody Account No.:	Type (funds/ Financia Instruments)	Reference currency:
1			
2			
3			
4			
5			

#### CINFORMATION - CLIENT NOTIFICATION

The Client declares and consents to receiving all communications related to this Agreement, as well as the provision of any information that NBG is legally required to provide, in electronic form via the **investment services email address specified in the relevant annex above**. Note that this investment services email address may coincide with or differ from any other email address previously declared by the Client to NBG in the context of other non-investment-related transactional relationships.

The Client further acknowledges and accepts that communication via email is not a fully secure method of communication, and assumes full responsibility for taking all necessary security precautions to prevent unauthorized access to electronic devices, software, user credentials, or authentication codes used to access email. In addition, the Client is obliged to have installed on the hardware the latest versions of software, programs, operating systems and antivirus programs and similar data and computer protection software (including, without limitation, antivirus programs, antispyware, firewalls etc.), as well as to ignore and not respond to any electronic or other types of messages requesting personal information, identification data, or user credentials.

The Client undertakes to notify NBG of any change in the above-mentioned investment services email address, or of any prolonged failure to access the internet or the mailbox for any reason whatsoever.

The Client has been informed that they retain the right to switch to notifications in paper form at any time, and NBG shall, upon receiving such request, provide all relevant information exclusively in printed format, sent to the most recent postal address registered with NBG records.

Furthermore, the Client has been informed, and expressly acknowledges and accepts, that in the event NBG is unable to send information to the investment services email address for any reason whatsoever, NBG may alternatively send such information in printed form to the Client's most recently registered postal address, or to any other email address registered by the Client in the context of other business relationships not related to investment services.

# PRE-CONTRACTUAL INFORMATION BY NBG SECURITIES ON PACKAGED RETAIL AND INSURANCE-BASED INVESTMENT PRODUCTS (PRIIPs)

In the case of transactions involving Packaged Retail and Insurance-Based Investment Products (PRIIPs), NBG Securities shall provide the Client with the Key Information Document (KID) prepared by the producer of the financial product intended for the transaction. This information is made available to the Client electronically, through direct web links posted on NBG Securities official website at(<a href="http://www.nbgsecurities.com">http://www.nbgsecurities.com</a>) under the section "KIDs for PRIIPs") and redirect to the websites of the respective producer of the Financial Instruments. NBG Securities shall provide the KID in printed form only upon written request by the Client.

# DECLARATION OF DOCUMENT RECEIPT, UNDERSTANDING AND ACCEPTANCE

The Client declares that they have received from NBG an informational brochure titled "Pre-contractual Information Bulletin" and they have fully understood its content, which they expressly and unconditionally accept.

#### **ANNEX II**

# **NON-COMPLEX FINANCIAL INSTRUMENTS**

Non-complex financial instruments within the meaning of the Law are:

- 1. shares admitted to trading on a regulated market or on an equivalent third-country market or on a MTF, where those are shares in companies, and excluding shares in non-UCITS collective investment undertakings and shares that embed a derivative;
- 2. bonds or other forms of securitised debt admitted to trading on a regulated market or on an equivalent third country market or on a MTF, excluding those that embed a derivative or incorporate a structure which makes it difficult for the client to understand the risk involved;
- 3. money-market instruments, excluding those that embed a derivative or incorporate a structure which makes it difficult for the Client to understand the risk involved;
- 4. shares or units in UCITS, excluding structured UCITS as referred to in Article 36 (1) second subparagraph of Regulation (EU) No 583/2010;
- 5. structured deposits, excluding those that incorporate a structure which makes it difficult for the Client to understand the risk of return or the cost of exiting the product before term;
- 6. financial instruments that meet the following criteria:
  - they are not included in transferable securities giving the right to acquire or sell any such transferable securities or giving rise to a cash settlement determined by reference to transferable securities, currencies, interest rates or yields, commodities or other indices or measures;
  - they are not included in the derivative financial instruments in the Law;
  - there are frequent opportunities to dispose of, redeem, or otherwise realise that instrument at prices that are publicly available to market participants and that are either market prices or prices made available, or validated, by valuation systems independent of the issuer;
  - they do not involve any actual or potential liability for the investor that exceeds the cost of acquiring the instrument;
  - they do not incorporate a clause, condition or trigger that could fundamentally alter the nature or risk of the investment or pay out profile, such as investments that incorporate a right to convert the instrument into a different investment;
  - they do not include any explicit or implicit exit charges that have the effect of making the investment illiquid even though there are technically frequent opportunities to dispose of, redeem or otherwise realise it;
  - adequately comprehensive information on its characteristics is publicly available and is likely to be readily understood so as to enable the average retail client to make an informed judgement as to whether to enter into a transaction in that instrument;
- 7. other non-complex financial instruments.

# **ANNEX III**

# **AUTHORIZATION**

The person under the following details: Surname: Name: Father's name: Spouse's name: Date & place of birth: Occupation: Nationality: Citizenship: AMKA (Social Security Number): ID/Passport No: Date of issue: Issuing Authority/Country:

Or, in the case of a Legal Person:

Trade name: Registered office: TIN:					
Legal Representative's D	etails				
Name:					
Father's name:	Father's name:				
Spouse's name:					
Date & place of birth:	Date & place of birth:				
Occupation:					
Nationality:	Citizenship:				
AMKA (Social Security Number):					
ID/Passport No:					
Date of issue:					
Issuing Authority/Count	ry:				

Address Home address		(city – street – num	ber – country - pos	tcode)			
Lega			Tel. 2:		Mobile	phone:	
Legal Person's email for investment services purposes:							

CRM No:		
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I HEREBY AUTHORISE National Bank of Greece S.A., having its registered office in Athens (Aiolou Str. 86) as legally represented; and (b) NBG Securities Single-Member S.A., having its registered office in Athens (Athinon Ave. 128-132 & Ifigenias Str), as legally represented, and provide them the authority and order to undertake, on my behalf and account, either acting jointly or each of them separately, any act required for the execution of the Investment Services Agreement concluded between said companies and me, and in particular to appear and represent me before any credit institution, investment services firm, mutual fund management company or portfolio investment firm, as well as any other financial institution or company of any legal form, having as its object or purpose to invest in financial instruments, entering in my name and on my behalf into any act of buying or selling shares, bonds, debentures and other securities traded on duly recognized markets in Greece and abroad, as well as any act of collecting claims and payment of obligations in connection to the financial instruments under my ownership, and of paying fees, commissions and expenses connected to the provision of services in general. Specifically, I authorize said Bank and said Investment Firm:

- (1) To transmit, at its absolute discretion, to any financial institution in Greece or abroad, in my name and under my responsibility, either orally and via telephone, in writing, or by fax, orders for entering into transactions in financial instruments, amend and withdraw such orders, to endorse in my name and on my behalf registered securities, and to receive updates regarding the execution of orders given on my behalf. I recognize all such orders given by the companies authorized as above, as valid and effective, irrespective of the method of transmission;
- (2) To receive the statements, confirmations and other details of the above transactions, as well as the documents (slips etc.) and the securities concerning my investments, and to pay on my behalf and/or collect for my account any amount in cash, explicitly including the dividends I am entitled to by virtue of the financial instruments I have in my possession at any given time, and to sign the relevant documents and receipts to this end:
- (3) To safeguard the financial instruments in my possession or to assign their custody to a custodian operating lawfully and being duly licensed for that purpose,
- (4) To sign and submit/deposit in my name and on my behalf any document or perform any operation related to Mutual Funds (redemption, subscription) and to pay any amounts required for my participation in Mutual Funds as well as to collect the proceeds from the redemption of units of such funds. In addition, I authorize them to give my consent to the Custodian of the Mutual Funds to keep with its records and process my personal data and transmit such data to the Mutual Fund Management Company for the purpose of processing subscription and redemption requests, as well as fulfilling its legal obligations, or to third-party firms for operational or IT processing purposes in connection with the respective business relationship.
- **(5)** To transmit to each other any document or information received from the Client, as necessary for compliance with the applicable legal and regulatory framework.

I hereby expressly declare that I fully acknowledge and accept all actions performed pursuant to this authorization as valid, binding and incontestable as if undertaken personally by myself.

This authorization is valid until its written revocation bearing certain date, duly notified to the legal representative of each of the authorized companies. The revocation is valid as of the date it is notified.

### **ANNEX IV**

ADDITIONAL ACT — SPECIAL TERMS AND CONDITIONS FOR THE PROVISION OF ELECTRONIC ORDER TRANSMISSION SERVICE

This Additional Act to the Agreement (hereinafter the "Additional Act") governs the terms and conditions under which NBG agrees to provide the Client with the option to relay electronic orders for the execution of transactions in Financial Instruments. The use of the term "Additional Act" within the context of Annex IV refers exclusively to the present document, and not to any other additional acts referenced in the Agreement.

#### I. DEFINITIONS

Unless expressly defined otherwise herein, the definitions contained in the Agreement shall apply equally to this Additional Act.

- 1. **Service:** The provision of access to one or more electronic terminals, applications, or platforms (including via the Client's internet browser) through which the Client may transmit electronic orders for the purchase or sale of one or more Financial Instruments, as defined below. The Service may also include, without limitation (a) the provision of electronic information relating to financial instrument markets, and (b) the ability to monitor the Client's portfolio online, including cash and financial instrument accounts held with NBG.
- **2. Financial Instruments:** Financial instruments for which services are provided to the Client under the Agreement, provided that NBG offers the Service for such instruments.
- **3. Agreement:** The Investment Services Agreement and any related Additional Acts entered into between the Client and NBG concerning the provision of services to the Client.

#### II. SCOPE

- **4.** This Additional Act sets forth the terms and conditions under which NBG agrees to provide the Service to the Client.
- 5. This Additional Act shall become legally binding and effective either upon the Client's signature, or upon the provision of the Service to the Client, and shall remain in force for as long as the Service is provided. These terms apply without prejudice to any legal and/or regulatory provisions governing the operation of the financial markets in which the Client's transactions are executed.
- **6.** The terms of this Additional Act shall apply in conjunction with the terms of the Agreement and govern jointly the relationships between the parties hereto. In the event of any inconsistency or conflict between the provisions of the Agreement and this Additional Act, the terms of this Additional Act shall prevail, but only to the extent necessary to resolve such inconsistency or conflict.

#### III. ACCESS TO THE NETWORK

- 7. The Client shall access and use the Service through their own electronic equipment (hereinafter, the "Equipment") and internet connection, both of which are used at the Client's sole responsibility and expense, in accordance with all terms and conditions of this Additional Act, which the Client expressly and unconditionally accepts.
- 8. NBG reserves the right to revoke, suspend, or interrupt the provision of the Service at any time and for any reason. It may also suspend the Client's access to the electronic platforms used for order transmission or amend the applicable terms, without prior notice and shall bear no liability for any consequences arising from such actions.
- 9. Access to the Service is activated through the use of a Subscriber Code (Username) and a Password (collectively referred to as "Access Credentials"). Following the execution of this Additional Act, NBG shall provide the Client with a temporary Username and Password, which the Client must replace with personalized credentials upon first access to the network. The Client is required to memorize their

personalized Access Credentials and must not disclose or store them in any location accessible to third parties.

- 10. It is expressly agreed that the combined use of the Username and Password shall be conclusive evidence of access to the network by the Client, and the Client unconditionally accepts all consequences, whether resulting from intentional or unintentional disclosure of the Access Credentials to third parties. These Credentials shall serve as the functional equivalent of the Client's handwritten signature, for all actions conducted through the Service, including electronic order transmissions, in such a way that any action performed using the Access Credentials shall constitute a binding declaration of will by the Client and produce full legal effect. Specifically, it is agreed that the combined electronic entry of both the Username and Password shall be deemed irrefutable proof of (a) the authenticity and origin of the Client's electronic order submitted through the Service; and (b) the use of the Service by the Client for any reason, whether for order entry or for accessing information.
- 11. The Client accepts full responsibility for maintaining the confidentiality of their Access Credentials, and releases NBG from any liability for any damage or loss arising from acts or omissions of third parties who obtain or use the Client's credentials, regardless of how such access was acquired.
- 12. Without prejudice to Clause 12 above, if the Client becomes aware, or suspects, that their Access Credentials have been compromised or disclosed to any unauthorized third party, or that there is irregular or unlawful use of the Service, the Client must immediately notify NBG by telephone, followed by written confirmation. For enhanced security, the Client is also obliged to change their Password regularly.
- 13. The Client assumes full responsibility and liability for any act or omission, including any voluntary or involuntary disclosure of Access Credentials to unauthorized third parties. NBG shall not be held responsible for executing orders submitted by any unauthorized person, or for any resulting damage to the Client caused by the use of Access Credentials and the Service, in general, by unauthorized persons or persons whose authority had been revoked.

# IV. CLIENT ORDERS AND THEIR EXECUTION

- 14. The Client irrevocably authorizes NBG to execute, without delay, all orders transmitted by the Client through the Service, within the framework of this Agreement. NBG shall execute such electronic orders in accordance with the terms of this Additional Act and the main Investment Services Agreement. The parties expressly agree that all transactions concluded pursuant to electronic orders submitted by the Client are valid, and the Client waives any right to contest the legal effect of such transactions on the basis that they were submitted electronically. NBG ensures that order messages are secured using encryption protocols. The parties further agree that electronic orders shall have the same evidential effect as signed written documents. The receipt and storage of an electronic order in NBG's internal systems shall constitute full proof of the order's existence and content.
- **15.** In the event of any error in the transmission of an electronic order, the Client expressly waives the right to request its cancellation or the annulment of the legal transaction executed as a result of that order.
- 16. NBG does not guarantee the successful or timely execution of all Client orders and bears no liability, except as expressly provided in the Investment Services Agreement and in the following limited circumstances:
  - (a) Where the Service is temporarily unavailable or inaccessible;
  - (b) Where the Client fails to follow and comply with NBG's prescribed instructions for proper order submission, resulting in the transmission of inaccurate, incomplete, or incorrect data;
  - (c) Where order execution is prevented due to force majeure events that could not have been foreseen or avoided despite the exercise of due diligence by NBG;
  - (d) Where execution of the order is, or could reasonably be deemed, contrary to applicable law, or where the nature or value of one or more transactions exceeds the thresholds or risk management limits established by NBG to safeguard the proper functioning of the market and its own risk exposure.
- 17. NBG may provide the Client through the Service with access to real-time or delayed share price information for listed securities. The provision of such information does not constitute a regulated service

nor a transfer or licensing of any underlying software or data feeds by NBG to the Client. The Client is hereby informed that prices may fluctuate between the moment the information is displayed and the time the electronic order is received, entered into NBG's transaction system, and executed. NBG shall bear no liability in the event that a limit order is not executed due to a change in the share price; or a market order (i.e., order without a price limit) is executed at a price different from that known to the Client at the time of transmission.

#### **V. CLIENT OBLIGATIONS**

- **18.** The Client hereby unreservedly declares that:
  - (a) They possess the appropriate technical equipment required for the proper use of the Service and shall ensure that such equipment is updated or adapted in accordance with any technical specifications communicated by NBG;
  - (b) They have full knowledge and competence in handling the Equipment, the Internet, and any other necessary tools used for transmitting electronic orders and executing transactions;
  - (c) They shall install and maintain up-to-date antivirus and security software on the Equipment and will take all necessary measures to protect the Equipment and any connected networks from unauthorized or malicious access by third parties.
- 19. It is expressly agreed that the Client's use of the Service constitutes conclusive acceptance of their obligation to maintain suitable Equipment for internet access and Service use, and confirm that they possess the necessary knowledge and understanding to use it effectively and securely.
- **20**. The provision of the Service to the Client does not confer upon the Client any rights other than those expressly granted under this Additional Act, nor can it be construed that way. The Client agrees to refrain from any attempt to access, interfere with, or modify any system codes, data, or infrastructure belonging to NBG, or access or interfere with the data of other NBG clients.
- 21. The Client is required to carefully review and comply with all security guidelines and recommendations issued by NBG relating to the security of transactions and the secure use of NBG's infrastructure in connection with the Service. Specifically, the Client acknowledges and accepts that failure to comply with the recommended security procedures may result in a breach of the confidentiality of personal information, and the potential execution of unauthorized transactions by third parties acting on the Client's account.
- 22. Once an order has been transmitted to NBG through the Service under this Additional Act, the Client may not revoke or amend it if the order has already been executed by NBG, or any act of execution, including a preliminary step, has been initiated by NBG.
- 23. The Client shall compensate and hold harmless NBG for any loss, liability, or cost it may incur by virtue of a court order or otherwise (including court expenses and attorneys' fees) as a result of any infringement of third-party rights (e.g. intellectual property or personal data), misuse or unauthorized use of the Service, or any violation of the terms of this Additional Act. In cases where the Client makes use of intermediaries to access or use the Service, the Client assumes full responsibility for any action, omission, or improper use by such intermediaries.

#### **VI. LIABILITY OF NBG**

- 24. NBG shall take all reasonable measures and exercise due diligence to ensure the secure provision of the Service, including the safe use of the Service by the Client, the prevention of unauthorized access or unlawful use by third parties, and the confidentiality of Client-related information. However, NBG shall in no way be liable for any breach of security or disclosure of confidential information concerning the Client, provided that such breach occurs despite the exercise of due diligence on the part of NBG.
- 25. In particular, NBG shall not be liable for any material or non-material damage suffered by the Client if the Access Credentials are disclosed or leaked for any reason or if an unauthorized third party gains access to the Client's details through use or manipulation of these credentials, or using any other illegal method. In

addition, NBG hall not be liable for damage suffered by the Client if unauthorized access occurs due to any illicit interference, attempted or successful, with NBG's technical infrastructure and/or if there is a failure or malfunction of NBG's infrastructure that is not due to gross negligence or fraud on the part of NBG. Lastly, NBG shall not be liable for any inaccuracies in market information not relating to the Client's transactions and received from external official sources, such as exchange operators or any market data providers authorized by exchange operators. In any case, NBG's liability expressly excludes any obligation to compensate the Client for consequential damages or loss of profits.

- **26**. The liability of NBG shall be limited only to proven cases of gross negligence or fraud, and only with respect to direct and actual damage suffered by the Client. Specifically:
  - (a) NBG shall bear no responsibility for consequential damage to the Client or to third parties asserting claims through the Client;
  - (b) NBG shall not be liable for any actual or consequential damage suffered by any person using the Service in violation of the terms of this Additional Act;
  - (c) NBG shall not be liable for any actual or consequential damage suffered by said persons as a result of their own fault or the fault of any third parties.
  - (d) NBG shall bear no responsibility for any loss or damage resulting from the inability or failure of the Service, the Internet, or any hardware, systems, equipment, or electronic means used to access the Service or the Internet, or from any interruption in the operation of NBG's systems for receiving or executing orders.
- 27. In addition, NBG shall not be liable for any damage arising from the use of the Service in a manner contrary to applicable law or commercial ethics or fair trade practices, including unauthorized access or use (hacking). In such cases, and without prejudice to any criminal and/or civil liability, the contractual relationship between the Client and NBG may be immediately terminated without prior notice.
- **28**. In the event that NBG is unable to provide the Service for any reason, it shall be fully released from liability for the non-performance of the Service.

#### VII. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

29. The Client's right to use the Service under this Additional Act does not grant any ownership or usage rights over the intellectual or industrial property of NBG or its third-party suppliers, including, without limitation, trademarks, domain names, and any distinctive signs of its programs, communication systems and software programs, proprietary know-how, and any related intellectual property rights. Any partial or full reproduction, copying, deletion, imitation, falsification, or any unauthorized use of the Service, by any means, in any form, and for any purpose, is strictly prohibited and constitutes an unlawful, unfair, and criminally punishable act.

# **VIII. DURATION AND TERMINATION**

- 30. This Additional Act is of indefinite duration. Either party may terminate it at any time and for any reason, by delivering written notice to the other party, without prior notification. The outcome of the termination takes effect upon receipt of such notice. Upon termination, NBG shall immediately deactivate the Client's Access Credentials (Username and Password). Termination shall not affect the validity of any order or instruction already issued for which any act of execution, even preliminary, has taken place.
- **31.** Termination under Clause 30 of this Additional Act shall not imply the termination of any other contractual relationship between NBG and the Client related to the provision of services outside the scope of this Additional Act, unless expressly provided otherwise.
- 32. If NBG determines that the Client has used the Service in violation of applicable law, in breach of this Additional Act and/or the main Agreement, in contravention of good faith or commercial ethics, or in a way that causes or may cause liability to NBG toward third parties, including other clients or regulatory authorities, NBG reserves the right to immediately suspend or terminate the Client's access to the Service

- and Network, without penalty and without prior written notice. In such cases, the Client shall be fully liable to compensate NBG for any damages or losses resulting from such improper or unlawful conduct.
- **33.** This Additional Act shall be automatically terminated upon termination of the main Investment Services Agreement and simultaneously therewith.

#### IX. REMUNERATION OF NBG

- **34.** The remuneration (commission) payable to NBG for the provision of the Service shall be calculated as a percentage of the transaction value for each transaction executed following an electronic order placed by the Client, in accordance with the terms hereof, depending on NBG's current pricing policy, as made available to the Client via email or through prominent publication on NBG's official website.
- **35.** On an exceptional basis, if the Client contacts NBG by telephone to obtain information regarding current prices of Financial Instruments or other relevant information, the remuneration (commission) shall be calculated in accordance with the terms set forth in the main Investment Services Agreement.
- **36**. All third-party fees and charges, as defined and agreed in the main Agreement, shall also apply to transactions executed under this Additional Act, without deviation or modification.

#### X. CONTACT

- 37. The Client expressly agrees to receive all communications, information, and notices from NBG either through its official website or via email sent to the email address provided in writing by the Client to NBG.
- **38.** In the event that the Client is unable to access the internet or the designated email address, the Client is obliged to promptly notify NBG and to provide an alternative method of communication (e.g., a new email address).

# **XI. FINAL CLAUSES**

- 39. This Additional Act constitutes the product of the free and informed will of the contracting parties, who mutually acknowledge its content to be fair and reasonable. Accordingly, both parties waive any right to challenge or rescind the Agreement for any reason whatsoever and explicitly declare that they have considered the risk of unforeseeable changes in conditions prior to entering into this Agreement and waive the protections provided under Article 388 of the Greek Civil Code.
- **40**. Invalidity in all or in part of one or more terms hereof does not affect the validity of the remaining terms of this Additional Act or the Agreement as a whole.
- **41**. If NBG fails to exercise any of its legal or contractual rights, or delays in exercising such rights, this should not be taken to imply that NBG has waived such rights.
- **42**. Any commercial relationship between NBG and the Client arising from this Additional Act shall be governed by Greek law. The place of performance of this Additional Act is the place where NBG is headquartered. Any dispute, claim or difference between NBG and the Client arising from this Additional Act or the execution hereof, or breach of its terms, interpretation, notice of termination or invalidity shall be subject to the jurisdiction of the courts of Athens.

The following signatures pertain to the entire Investment Services Agreement, including all Additional Acts and all Annexes attached thereto, and shall cover all representations, consents, and authorizations expressed herein.

The Client

Lawful authentication of
Client's signature
of the signature of the
Client's legal

**Lawful authentication of** For National Bank of Greece S.A.

Client's full name	representative (for legal persons)	
Company's name (for legal persons)		For NBG Securities S.A. as legally represented by National Bank of Greece S.A.