



NOW IS THE TIME FOR NBG: Investments



ΕΘΝΙΚΗ ΤΡΑΠΕΖΑ

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ΕΘΝΙΚΗ ΤΡΑΠΕΖΑ ΤΗΣ ΕΛΛΑΔΟΣ Α.Ε.

PRE-CONTRACT INFORMATION BULLETIN FOR CLIENTS FOR THE PROVISION OF INVESTMENT AND ANCILLARY SERVICES

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Introduction - Definitions

On 15 May 2014 the European Parliament and the Council issued Directive 2014/65/EU (MiFID II) and Regulation (EU) No 600/2014 (MiFIR) on markets in financial instruments. The above legal documents combined with the acts issued under their authorization are jointly referred to as the "MiFID II/MiFIR Framework".

The MiFID II/MiFIR Framework aims at enhancing the effectiveness, resilience and integrity of the financial markets and introduces new rules to strengthen investors' protection and create a level playing field within a unified European framework for providing investment services.

National Bank of Greece (hereafter "the Bank") adopts and complies with the rules and principles of the said legislative framework, including the Law 4514/2018 on Markets in Financial Instruments (hereafter the "Law") which incorporates the European Directive 2014/65/EE (MiFID II) into Greek legislation, by implementing the appropriate policies and procedures.

Wherever this bulletin refers to investment services, this should be understood to include ancillary services as well.



Purpose of the Bulletin

Pre-contractual Information Bulletin for clients

The Bank publishes this bulletin so as to provide information to existing and potential investors regarding the policies and procedures that have been put in place to ensure compliance with the rules established by the applicable legislation on markets in financial instruments.

The Bank will endeavour to provide any further information that clients may request besides that provided in this bulletin, so long as it is in possession of such information and so long as the provision of such information by the Bank is allowed by the relevant legislation.

The Bank shall inform its clients only of important changes in the content of this bulletin, which should under no circumstances be considered a contract.



General Information

3.1 Information on the Bank

The Bank is a banking corporation ("Société Anonyme") established and operating in accordance with Greek law, under General Electronic Commercial Registry (GE.MI.) No. 237901000 and Companies Register No. 6062/06/B/86/01 and headquartered in Athens, Eolou 86 (tel. +30 2103341000). The Bank's TIN is 094014201.

The Bank was established in 1841 and listed on the Athens Exchange in 1880. On 30 September 2017, its share capital amounted to approximately €2.744 billion.

NBG has completed 175 years of uninterrupted business operations and is one of the largest credit institutions in Greece. Furthermore, through its branch network and Group subsidiaries in Greece and overseas, the Bank offers a wide range of financial services, including retail banking, trade and investment banking services and asset management.

For further information on the Bank's organization and structure, you may visit any of the Bank's branches or its website at www.nbg.gr.

3.2 Modes of Communication

Greek is the official language of communication between the Bank and its clients. However, communication with the Bank's clients before or after the signing of a contract can be carried out in English as well, following relevant agreement. As a rule, the present as well as all contracts and supplementary documents are prepared in the Greek language

The Bank considers written communication the main channel of communication with its clients. In cases provided for in the contract signed by the Bank and the client, including the sending and receiving of orders, communication may also be carried out by recorded telephone, fax, e-mail or other hardcopy means acceptable to both parties or in person.

Before the provision, to new or existing Clients, of any investment services or activities as regards the receipt, forwarding and execution of orders, the Bank informs the client that: (a) telephone conversations and electronic communications are recorded and (b) a copy of the recorded conversations and communications with the Client is available, upon request, for a period of five years unless otherwise provided for by the applicable legislative and regulatory framework.



Transaction and Contract Terms

All rights and obligations between the Bank and its clients regarding the provision of investment services are governed by the terms set out in detail under the relevant agreements entered into for the purpose of the provision of such services. This bulletin provides additional information for NBG clients who use or intend to use its investment services.



Client Classification

The Bank is fully aware of its obligation to provide investment services to its clients in a professional, honest and unprejudiced manner.

The Bank provides investment services to the following categories of clients:

- Professional clients
- Eligible counterparties
- Retail clients

The Bank is required, before the investment services are provided, to rank its clients in one of the above categories on the basis of specific criteria provided for by Law and in accordance with the internal policy and procedures established for this purpose.

The Bank informs its clients in writing of their category before the investment services are provided. This separation into categories aims at ensuring that investment services are provided on the basis of the knowledge and experience of the clients in carrying out such transactions.

The Bank categorizes its clients on the basis of the information it is given. Accordingly, the Bank's clients are required and advised to provide full particulars so as to ensure that they are placed in the right category, and they should always notify the Bank of any changes that may alter this categorization. The Bank shall not be responsible for any erroneous categorization of the client arising from insufficient and/or misleading data provided by the client.

5.1 Professional clients

A professional client is a client who possesses the experience, knowledge and expertise to make his own investment decisions and properly assess the risks he undertakes. This category includes, inter alia, specific institutional investors and large entities that meet at least two of the following criteria:

- aggregate balance-sheet: €20,000,000;

- net turnover: €40,000,000;
- own funds: € 2,000,000

In line with legislation, professional clients are subject to a lower level of protection than retail clients.

5.2 Eligible Counterparties

Eligible counterparties are professional clients who are offered specific investment services, such as execution, reception or transmission of orders, as well as any ancillary service directly related to such transactions or when the said clients deal for their own account. In such cases, eligible counterparties do not enjoy legal protection, apart from specific exceptions.

5.3 Retail clients

Retail clients are natural or legal persons who are deemed to be neither professional client nor eligible counterparties. This category provides the highest level of protection.

Within the context of compliance with the applicable legal and regulatory framework on markets in financial instruments the Bank asks its "Retail Clients" to complete a special Investment Profile Questionnaire.

This questionnaire has been designed to determine the investment profile of the client, in order to ensure that the financial instruments provided to him are the instruments corresponding to the client's identified target-market, (see Section 6 "Target Market"), i.e. that he is included among those clients whose needs, characteristics and goals are compatible with a specific financial instrument.

The profiles that may arise are the following:

Preservation

This profile means you should choose a conservative portfolio. Such a portfolio aims at protecting the client's capital, while its key characteristic is that it can be easily liquidated and it presents extremely low investment risk. This portfolio comprises mainly short-term placements and fixed-income securities.

Income

This profile means you should choose an income portfolio. Such a portfolio aims at generating a fixed income arising from bond coupons, dividends and short-term placements, while preserving the underlying capital base, and presents very low investment risk.

Balanced

This profile means you should choose an income & growth portfolio. Such a portfolio aims at generating fixed income from coupons and dividends, as well as medium-term capital gains, and accepts possible fluctuation in the capital invested. This portfolio comprises mainly bonds and stocks.

Growth

This profile means you should choose a growth portfolio. Such a portfolio aims at significant long-term capital gains and presents high investment risk. The stock values represent a substantial portion of the portfolio's mix..

The outcome is a direct result of the information and data provided by the client to the Bank via the aforesaid questionnaire and under no circumstances shall be deemed to contain an investment proposal, offer, recommendation or advice on behalf of the Bank in order to draw up any agreement whatsoever with the Bank or third parties. The client can discuss the outcome of the questionnaire with independent professional advisors of his choice, who he can consult before making any decisions or taking any investment actions.

5.4 Category Change

According to law, each client is entitled to request in writing, at any time, that the category in which he has been ranked be changed, i.e.:

- - Category change from professional to retail client, involving transition to a regime of increased protection.
- - Category change from eligible counterparty to professional or retail client, involving transition to a regime of increased protection.
- - Category change from retail to professional client, involving transition to a regime of reduced protection.

In the event that a client wishes to change category, he must submit a written request to the Bank, which the Bank shall consider, but is not obligated, to accept. The category change may concern one or more investment and/or ancillary services and/or one or more financial instruments.

The Bank shall evaluate the request to change category and, wherever necessary, shall warn clearly and in writing of the consequences that the change in category may have vis-à-vis the level of investment protection. The client shall sign a document, other than the agreement, stating that he is aware of the consequences that the change in category may have. The Bank notifies the client, within a reasonable timeframe, of the acceptance or rejection of his request and asks him to sign the new (as the case may be) contractual documents. In the event that the Bank is provided with information indicating that the client no longer meets the criteria of the category in which he has been placed, the Bank reserves the right to change such category. In such an event, the client concerned shall be immediately informed accordingly, before the provision of any investment service or performance of any transaction whatsoever.



Target Market

The Bank collects all the required information regarding the client's knowledge and experience in investments, his financial standing (including his ability to bear losses), his risk bearing capacity, as well as the client's investment objectives and needs, in order to assess the identified target market that the client falls under, and in order to propose to him the financial instruments that are compatible with the needs, features and targets of the said target market of end clients.

The Bank reserves the right to review, at any time, its assessment regarding the compatibility of any financial instrument whatsoever with an identified target market, especially if it believes that the financial instrument no longer meets the conditions of the identified target market, as such is the case when said financial instrument cannot be liquidated or is very unstable, due to market changes.

For fulfilment of its hereinabove obligation, regarding both the Client's inclusion in a specific target market and the assessment of the compatibility of any financial instrument whatsoever with the needs, features and objectives of each identified target market, the Bank acts at its absolute discretion, within the framework of mutually acceptable solutions and methodology and shall not be liable in any case for the choice and/or the way that the criteria for the Client's inclusion in an identified target market were implemented, or for its estimation of the compatibility or incompatibility of any financial instrument whatsoever with a specific identified target market.

The Client in the context of the above procedure may have only limited access to the desired financial instruments.

By exception, in the event that the Bank for any reason whatsoever is not able to collect the necessary information for the evaluation of the client's investment profile and include him in an identified target market, in line with the above, and on this basis estimate his compatibility with a specific financial instrument, the transaction shall be performed on the Client's exclusive responsibility. In this case, the Bank recommends to the Client that they examine the financial instruments' features and their corresponding, compatible identified target-markets.

The hereinabove procedure can under no circumstances guarantee the financial outcome of the transactions carried out by the client, nor can it provide any guarantee on the part of the Bank regarding their return.



Information on Financial Instruments and Investment services

7.1 Financial Instruments

The Bank offers its clients a broad range of investment products and services in financial instruments.

Transactions in financial instruments involve investment risks of various types and ratings, depending on their nature (see paragraph 7.3 below "**Financial Instrument Risks**").

The Bank uses effective monitoring processes for its products to ensure that the services and products designed and/or offered are compatible with the needs, features and goals of an identified target market of end clients within the corresponding client category and that the planned allocation strategy is compatible with the identified target market.

7.2 Brief Description of Financial Instruments

Bonds

These are securities incorporating the issuer's obligation to pay the bearer/beneficiary an agreed amount within a given time. Issuers may be governments, companies, banks, local authorities, etc.

Bonds may be at a fixed or variable interest rate. When the rate is variable, the yield of the bonds depends on simple interest rate indices (e.g. EURIBOR) and/or complex factors (complex or structured bonds).

The chief risks associated with bonds are credit risk, liquidity risk and market risk. Furthermore, depending on the features of the bond, the risk of early repayment by the issuer may also arise.

Bond Yield Scenarios: Change in conditions following the purchase of the financial instrument.

- **Positive Scenario:** Reduction in market interest rates, profitability growth of the bond issuer, credit rating upgrade of the bond issuer.
The positive scenario is expected to raise bond prices and investors' profits should they sell their held-to-maturity bonds.
- **Negative Scenario:** Increase in market interest rates, decline in profitability or losses of the bond issuer, credit rating downgrade of the bond issuer, possible bankruptcy of the bond issuer.
The negative scenario is expected to cause a decrease in bond prices and **losses** for the investors should they sell their held-to-maturity bonds; said losses **can amount up to 100% of the invested capital**.

Hypothetical Scenarios	Initial market price (invested capital)	Fluctuation in price*	Final Price (investment value in €)	Profit/Loss from sale (in €)
Positive Scenario	100	+25%	125	+25
Negative Scenario	100	-30%	70	-30

* *The fluctuations in price are a **hypothetical example** and are **indicative**. Positive fluctuations in price may not have an upper limit, while negative fluctuations can amount up to -100% of the initial invested capital.*

Treasury Bills

These are dematerialized debt instruments usually issued by a Government, sold at a discount on their par value and repaid at their par value (100%) on maturity, without any redeemable coupons. The principal risk associated with debt instruments is credit risk.

Return Scenarios for Treasury Bills: Change in conditions following the purchase of the financial instrument.

- **Positive Scenario:** Reduction in market interest rates, profitability growth of the T-bill issuer, credit rating upgrade of the T-bill issuer.
The positive scenario likely brings about a rise in T-bill prices, and investor profits should they sell their held-to-maturity T-bills.
- **Negative Scenario:** Increase in market interest rates, decline in profitability or losses of the T-bill issuer, credit rating downgrade of the T-bill issuer, possible bankruptcy of the T-bill issuer.

The negative scenario likely brings about a decrease in the prices of the T-bills and **losses** for investors should they sell their T-bills held-to-maturity; **said losses can amount up to 100% of the invested capital.**

Hypothetical Scenarios	Initial market price (invested capital)	Fluctuation in price*	Final Price (investment value in €)	Profit/Loss from sale (in €)
Positive Scenario	100	+20%	120	+20
Negative Scenario	100	-15%	85	-15

* *The fluctuations in price are a **hypothetical example** and are **indicative**. Positive fluctuations in price may not have an upper limit, while negative fluctuations can amount up to -100% of the initial invested capital.*

Shares

Shares represent a percentage of a stock company's share capital. They provide investors/shareholders with a share in the Company's profits in the form of dividends as well as, in certain cases, the right to vote at the Company's AGM. Shares are exposed to risks described below in detail, especially to credit risk, liquidity risk and market risk.

Share Performance Scenarios: Change in conditions following the purchase of the financial instrument.

- **Positive Scenario:** Positive conditions prevailing in the market and the economy, profitability growth for the share issuer, optimistic expectations on behalf of the investors regarding the future, increase in demand for shares.
The positive scenario likely brings about a rise in share prices and investor profits should they sell their held-to-maturity shares.
- **Negative Scenario:** Adverse conditions prevailing in the market and the economy, decline in profitability or losses of the share issuer, negative investor expectations and uncertainty regarding the future, decline in demand for shares.
The negative scenario likely brings about a decrease in share prices and losses for the investors should they sell their held-to-maturity shares; **said losses can amount up to 100% of the invested capital.**

Hypothetical Scenarios	Initial market price (invested capital)	Fluctuation in price*	Final Price (investment value in €)	Profit/Loss from sale (in €)
Positive Scenario	100	+20%	120	+20
Negative Scenario	100	-50%	50	-50

* *The fluctuations in price are a **hypothetical example** and are **indicative**. Positive fluctuations in price may not have an upper limit, while negative fluctuations can amount up to -100% of the initial invested capital.*

Warrants

Warrants are freely transferable securities, which provide to their holder the right – but not the obligation – to buy a predefined number of shares of a specific issuer, at a price determined in advance (exercise price) and on specific dates until a pre-set future date. They may be traded

on regulated markets or beyond. Warrants do not provide dividends or any other income, whereas if they are not exercised until their maturity, they may lose their value.

Since warrants are instruments, whose price depends on the price of the underlying asset (i.e. the issuer's share), it is possible to generate gains but also be exposed to risk, depending on the fluctuations of the underlying asset's price. By way of example, included are market risk, credit risk, liquidity risk, foreign exchange risk, political risk, country risk, leverage risk, and tax risk.

These risks may lead to a decrease in the investment value, losses of the initial capital or even full loss of the client's capital.

In addition, Warrants are complex financial instruments subject to the current legal and regulatory framework.

Warrant Performance Scenarios: Change in conditions following the purchase of the financial instrument

- **Positive Scenario:** Increased fluctuation in the prices and/or increased price of the underlying asset (i.e. the issuer's share), uncertainty in the economy, negative investor expectations regarding the future.
The positive scenario likely brings about a rise in Warrant prices and investor profits should they sell their held-to-maturity Warrants.
- **Negative Scenario:** Reduction in fluctuations and/or decrease of the underlying assets' prices (i.e. the issuer's share), stable economic environment.
The negative scenario likely brings about a decrease in the prices of Warrants and **losses** for investors should they sell their Warrants; **said losses can amount up to 100% of the invested capital.**

Hypothetical Scenarios	Initial market price (invested capital)	Fluctuation in price*	Final Price (investment value in €)	Profit/Loss from sale (in EUR)
Positive Scenario	100	+10%	110	+10
Negative Scenario	100	-80%	20	-80

* **The fluctuations in price are a **hypothetical example** and are **indicative**. Positive fluctuations in price may not have a certain ceiling, while negative fluctuations can amount up to 100% of the initial invested capital.*

Derivative Financial Instruments

Derivative products are financial instruments whose price depends on the underlying securities. The underlying security may be a commodity, financial instrument, financial index or credit risk. Derivatives are created to enable management of the asset on which they are based.

Usual derivative products are divided into four primary categories:

- swaps,
- options,
- futures, and
- forwards.

The main risks to which derivatives are exposed is increased market risk, leverage risk and legal risk.

Return Scenarios for Derivative Financial Instruments: Change in conditions following the purchase of the financial instrument

Note that depending on the investor's holdings in a derivative financial instrument the following scenarios can be reversed. For instance if the investor holds a put option, the following positive scenario described in detail hereinbelow will be negative and vice versa.

- **Positive Scenario:** Increased fluctuation in the prices of underlying assets, uncertainty in the economy, negative investor expectations regarding the future.
The positive scenario likely brings about a rise in the prices of the derivative financial instruments and investor profits should they sell their held-to-maturity derivative financial instruments.
- **Negative Scenario:** Reduction in fluctuations of the underlying assets' prices, stable economic environment.
The negative scenario likely brings about a decrease in the prices of derivative financial instruments and **losses** for investors should they sell their held-to-maturity derivative financial instruments; said losses can, depending on the type of the derivative instrument, **amount up to or exceed 100% of the invested capital.**

Hypothetical Scenarios	Initial market price (invested capital)	Fluctuation in price*	Final Price (investment value in €)	Profit/Loss from sale (in EUR)
Positive Scenario	100	+10%	110	+10
Negative Scenario	100	-80%	20	-80

* **The fluctuations in price are a **hypothetical example** and are **indicative**. Positive fluctuations in price may not have a specific upper limit, while negative fluctuations can, depending on the type of the derivative instrument, amount up to or exceed -100% of the initial invested capital.*

Investment Products with Guaranteed Initial Capital (Capital Plus)

Products protecting the initial capital invested constitute a placement in the form of a special term deposit, providing protection of the initial capital and the possibility of a higher return compared to usual deposit products. Their return depends on the performance of various financial indices (such as exchange rates, financial indices, stock prices etc.).

The main risks associated with guaranteed initial capital products are market, reinvestment and credit risk. Depending on the features of the product the risk of early repayment by the issuer may occur.

Return Scenarios for Investment Products with Guaranteed Initial Capital –EPEAK (Capital Plus): Change in conditions following the purchase of the financial instrument

- **Positive Scenario:** Positive conditions prevail in the market and the economy, optimistic investor expectations regarding the future, increase in demand for EPEAK products, increase in interest rates and stock indices.
The positive scenario likely brings about a rise in EPEAK prices and investor profits based on the linked stock index (interest rate, stock index etc.) should they sell their held-to-maturity EPEAK.
- **Negative Scenario:** Adverse conditions prevail in the market and the economy, negative investor expectations and uncertainty regarding the future, decline in demand for EPEAK, decline in interest rates and stock indices.
The negative scenario is not expected to bring additional returns for investors.

Hypothetical Scenarios	Initial market price (invested capital)	Fluctuation in price*	Final Price (investment value in €)	Profit/Loss from sale (in EUR)
Positive Scenario	100	+10%	110	+10
Negative Scenario	100	0%	100	0

*The fluctuations in price are a **hypothetical example** and are **indicative**.

Capital Partially Guaranteed Investment Products (New Gen Investment Product)

Capital partially guaranteed investment products are structured investment products of special type, providing protection for part of the initial capital at their maturity, Their return depends on the performance of various financial indices (such as exchange rates, financial indices, stock prices, mutual fund prices, etc.).

The main risks associated with partially guaranteed initial capital products are market, reinvestment and credit risk. Depending on the features of the product the risk of early repayment by the issuer may occur.

Return Scenarios for Capital Partially Guaranteed Investment Products (New Gen Investment Product): Change in conditions following the purchase of the financial instrument

Note that the aim of these products is to achieve a return associated with the performance of the underlying asset, providing the investor with a partial guarantee of the initial capital at product maturity, according to the terms and conditions set out in the Key Information Document of each product.

- **Positive Scenario:** Positive conditions prevail in the market and the economy, optimistic investor expectations regarding the future, increase in demand for EPEAK products, increase in interest rates and stock indices.
The positive scenario likely brings about a rise in the product's prices and investor profits based on the linked stock index (interest rate, stock index, mutual fund, etc.) should they sell the product.
- **Negative Scenario:** The negative scenario likely brings about a decrease in the prices of these products and losses for the investors should they sell their held-to-maturity products; said losses can amount up to 100% of the non-guaranteed invested capital, at a maximum.

Hypothetical Scenarios	Initial market price (invested capital)	Fluctuation in price*	Final Price (investment value in €)	Profit/Loss from sale (in EUR)
Positive Scenario	100	+10%	110	+10

Negative Scenario**	100	-40%	70	-30
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* *The fluctuations in price are a **hypothetical example** and are **indicative**.*

** *For the negative scenario, partial capital guarantee of 70% is assumed.*

UCITS Units

Undertakings for Collective Investment in Transferable Securities (UCITS) constitute an indivisible pool of assets held by several beneficiaries under the management of a third party. According to law, UCITS assets consist of transferable securities and cash. Such assets are indivisibly owned by UCITS participants (called unit-holders), depending on the number of units they hold. Unit-holders may be natural or legal persons.

The main risks associated with UCITS units are credit risk and market risk.

Return Scenarios for UCITS units: Change in conditions following the purchase of the financial instrument

- **Positive Scenario:** Positive conditions prevail in the market and the economy, optimistic investor expectations regarding the future, efficient management of mutual funds. The positive scenario likely brings about a rise in mutual funds' prices and investor profits should they sell their held-to-maturity UCITS units.
- **Negative Scenario:** Adverse conditions prevail in the market and the economy, negative investor expectations and uncertainty regarding the future, inefficient/loss-making management of mutual funds.
The negative scenario likely brings about a decrease in mutual fund prices and losses for investors should they sell their held-to-maturity units; said losses can amount up to 100% of the invested capital.

Hypothetical Scenarios	Initial market price (invested capital)	Fluctuation in price*	Final Price (investment value in €)	Profit/Loss from sale (in EUR)
Positive Scenario	100	+30%	130	+30
Negative Scenario	100	-40%	60	-40

* *The fluctuations in price are a **hypothetical example** and are **indicative**. Positive fluctuations in price may not have an upper limit, while negative fluctuations can amount up to -100% of the initial invested capital.*

Hedge Funds

Hedge funds are designed to yield a positive return on investment regardless of market developments or with a low sensitivity to them, via particularly complex high risk investment strategies intended to capitalize on the return-to-risk ratio. These investments include the use of arbitrage and/or derivative products to make a profit and not to offset risk, the use of short selling and the leverage of managed funds through loans. Hedge funds provide limited scope for liquidation of the investment on a monthly, quarterly or even yearly basis, and the period of an investor's "holding requirement" is determined accordingly. Moreover, hedge funds may include investments that are hard to liquidate or hard to value.

Hedge funds are exposed mainly to market risk, underregulation risk, concentration risk, as well as leverage risk resulting from the derivatives included in the fund.

Return Scenarios for Alternative Investment Funds – Hedge Funds: Change in conditions following the purchase of the financial instrument

- **Positive Scenario:** Positive conditions prevail in the market and the economy, optimistic investor expectations regarding the future, efficient management of alternative investment funds.

The positive scenario likely brings about a rise in the prices of alternative investment funds and investor profits should they sell their held-to-maturity shares.

- **Negative Scenario:** Adverse conditions prevail in the market and the economy, negative investor expectations and uncertainty regarding the future, inefficient/loss-making management of alternative investment funds.

The negative scenario likely brings about a decrease in the prices of alternative investment funds and losses for investors should they sell their held-to-maturity shares; said losses **can amount up to 100% of the invested capital**.

Hypothetical Scenarios	Initial market price (invested capital)	Fluctuation in price*	Final Price (investment value in €)	Profit/Loss from sale (in EUR)
Positive Scenario	100	+10%	110	+10
Negative Scenario	100	-30%	70	-30

* **The fluctuations in price are a **hypothetical example** and are **indicative**. Positive fluctuations in price may not have an upper limit, while negative fluctuations can amount up to -100% of the initial invested capital.*

Structured Products

These products constitute a combination of the above mentioned products, usually incorporating derivatives or other underlying goods and securities, and their return depends on the course of stock indices or a pool of shares, the parity between two currencies, or developments in interest rates.

The chief risks inherent in these products are market and liquidity risk.

Return Scenarios for other Structured Products: Change in conditions following the purchase of the financial instrument

- **Positive Scenario:** Positive conditions prevail in the market and the economy, optimistic investor expectations regarding the future, increase in demand for structured products. The positive scenario likely brings about a rise in the prices of structured products and investor profits should they sell their held-to-maturity products.

- **Negative Scenario:** Adverse conditions prevail in the market and the economy, negative investor expectations and uncertainty regarding the future, decline in demand for structured products.

The negative scenario likely brings about a decrease in the prices of structured products and **losses** for the investors should they sell their held-to-maturity products; said losses **can amount up to 100% of the invested capital**.

Hypothetical Scenarios	Initial market price (invested capital)	Fluctuation in price*	Final Price (investment value in €)	Profit/Loss from sale (in EUR)
Positive Scenario	100	+20%	120	+20
Negative Scenario	100	-50%	50	-50

* *The fluctuations in price are a **hypothetical example** and are **indicative**. Positive fluctuations in price may not have an upper limit, while negative fluctuations can amount up to -100% of the initial invested capital.*

7.3 Financial Instrument Risks

Holding financial instruments carries risks. Despite the fact that the range of said risks varies -- depending on a variety of factors -- holding financial instruments always involves certain risks which can, under certain circumstances, be moderated, but not eliminated completely. On a general level, said risks may involve a decrease in the investment's value or even a total loss of the invested capital. It should also be noted that under certain circumstances, the client may even have an obligation to pay additional amounts to the amounts he had invested, to cover a loss that may have occurred. Note that the key principle is that the expected return is related to the investment risk undertaken.

The enumeration of the main risk categories that follows is indicative and it aims at helping to understand the way that the capital market and the general factors affecting the value of an investment operate. It should be noted that the Bank provides additional information to the client, in which detailed explanations are given on the nature of the financial instrument each time under consideration, its function and its returns under different market scenarios, but also the specific risks involved, with adequate details, so the client can make informed investment decisions.

Credit Risk

This concerns the likelihood of default in a security issuer's contractual obligations. More specifically, credit risk results from the likelihood of a security issuer's failure to fulfil, for any reason whatsoever, the obligations he has undertaken. The potential return of a financial instrument is usually related to the level of credit risk. Credit risk is calculated on the basis of a credit rating, which reflects the issuer's ability and position to meet his obligation vis-a-vis his counterparty.

Liquidity Risk

Liquidity risk arises when there is not sufficient demand or supply in the market at the time the client wishes to close an open position in an investment. It reflects the client's room for manoeuvre in terms of investment liquidation. The lack of supply or demand may have a serious impact on the price. This risk is higher when the investment is made in a low liquidity or non regulated market. In the case of investments in OTC derivative financial instruments, it is uncertain that there will be a secondary market at any time.

Market Risk

This is the risk that there will be a drop in the financial value or the earnings of an investment because of fluctuations in the market.

Market risk is considered to be a very important risk factor in an investment, because it impacts adversely on the outcome that may result from a possible, unexpected course in the investment's market value. Market risk is higher for investments with significant fluctuations in price (volatility).

Market risk includes the following categories:

- Financial instrument Risk: stemming from adverse changes in security prices.

- Interest Rate Risk: associated with a change in the yield of an investment because of fluctuating interest rates.
- Reinvestment Risk: is a risk undertaken by the investor when the income from his initial investment is reinvested under different conditions and terms than those of the initial investment. It mainly concerns cases of recall of a product by the issuer or early repayment by the investor.
- Inflation Risk: is associated with inflation's unforeseen changes with negative effects on the economy.
- F/X Risk: stemming from changes in foreign exchange parities and may lead to lower returns than expected.
- Commodity Risk: stemming from changes in the price of commodities (including precious metals other than gold) and may lead to lower returns than expected.
- Volatility Risk: is associated with the range in fluctuation (high – low volatility) in the value of a financial instrument in a specific period.

- Systemic/Undiversifiable Risk: arises when different factors (such as economic recession, geopolitical tensions) affect the total value of the financial instruments of a specific market or an entire financial system to such extent that it cannot be contained.
- Non-systemic Risk: is associated with the special features of a specific business sector and the factors affecting it. It concerns specific securities or security categories depending on the financial results, the structure or the economic developments of the business sector of the issuer companies.

Prepayment Risk:

Is associated with the return by the issuer of the principal invested on a product before its scheduled maturity. In this case, the client shall not collect the total of the expected profit. The issuer's right to early repayment is usually provided for in the terms of issuance of the product.

Counterparty Risk

This is the risk that settlement will not be made as expected in the context of a transfer system because a counterparty fails to pay or deliver an item in time. This risk is higher in the case of countries located in different time zones or using clearing systems not linked to each other.

Settlement Risk

Arises when the settlement of a transaction has not been completed at the scheduled time.

Leverage Risk

This risk exists chiefly in transactions on derivative financial instruments, where the amount of the security margin required to open a position is low in relation to the total value of the contract, and therefore a small change in the contract value may have a proportionally much higher impact on the capital invested and/or required to be invested to retain a position. When leverage works against the client, it may even lead to a total loss of the capital paid for opening and maintaining said position.

Concentration Risk

When there are no limits on investment categories, markets and methods, it is likely that specialized strategies that concentrate investments in specific categories, sectors, or geographic areas will be pursued.

Custody risk

This is the risk of loss of assets held in custody as a result of acts or omissions of the custodian or even of fraud or in the event that the custodian or any third party to whom custody of assets has been assigned becomes unreliable.

Country Risk

This risk is directly associated with the particular geographical location of a country and parameters such as the country's economic situation, its legal and taxation framework etc.

Political risk

This is the risk of a drop in the value of financial instruments because of uncertainty or instability in the political environment.

Underregulation Risk

This is associated with products whose issuer is usually domiciled in a country where market regulation systems may not provide adequate protection to the investor.

Risk for transactions outside a regulated market

This arises in cases of investments in products that are not traded on a regulated market. Over-the-counter products, owing to their particular nature, may present reduced demand and low liquidity, as well as weakness in accurately determining a reasonable price or calculating their associated risks; factors that may bring about an increase in the risk undertaken.

Risk associated with online transactions

This concerns the risks to which the client is exposed when performing transactions online, and which stem from a potential malfunction of the system, computers or software, thus resulting in the order not being executed or being inaccurately executed.

Operational Risk

This risk, which includes legal risk, is defined as the risk of loss resulting from inadequacy or failure of internal procedures, persons and systems or external events.

Legal Risk

This risk may result from legal changes or activities that may adversely affect the expected returns. For instance, certain investments that were once legal may become illegal. This category includes possible changes in the tax system. In general, legal risk is based on numerous political, economic and other factors.

Clearing & settlement Risk:

Clearing & Settlement risk arises when the transaction settlement on financial instruments is not successfully completed, especially if the counterparty does not pay or deliver securities in a timely manner in fulfilment of its obligation to clear transactions. If the investment concerns products traded on a regulated market, then the risk is limited due to the strict supervision on

regulated markets and the existence of Central Counterparties that guarantee the smooth clearing procedure. This risk increases when the investment is carried out on OTC derivatives.

Subordinated product Risk:

An investment portfolio comprising such products faces the risk of loss of income and/or principal, as the issuer shall firstly repay his obligations for products ranked as senior collateral and thereafter the other creditors and the obligations arising from subordinated or unsecured products.

Margin and pledge risk

This is the risk arising from an adverse change in the required margins and/or the pledge value due to changes in market or collateral system parameters (e.g. a change in the haircuts of acceptable pledges). The investor may sustain additional costs or losses from the provision of additional pledges or the forced reduction/liquidation of positions.

7.4 Investment services and activities

Investment services and activities are defined, pursuant to the applicable legal and regulatory framework, inter alia, as follows:

- Reception and transmission of orders on behalf of clients, regarding transactions in financial instruments.
- Execution of orders on behalf of clients, i.e. the drafting of purchase or sale agreements regarding one or more financial instruments, whether complex or not.
- Carrying out transactions for own account, i.e. dealing and making transactions in one or more financial instruments using the Bank's own funds ("proprietary trading").
- Portfolio management.
- Provision of investment advice.
- Underwriting financial instruments and/or placement of financial instruments on a firm commitment basis.
- Placement of financial instruments without any commitment basis.

7.5 Ancillary Services

Ancillary services are defined as:

- Safekeeping and management of financial instruments for the account of clients including custodianship and related services such as cash/collateral management and with the exception of holding accounts with securities at the highest level;
- Granting credit or loans to an investor to allow him to carry out a transaction in one or more financial instruments, where the Bank granting the credit or loan is involved in the transaction;
- Advice to undertakings on capital structure, industrial strategy and related matters and advice and services relating to mergers and the purchase of undertakings;
- Investment services and activities as well as ancillary services related to the underlying instruments of the derivatives where these are associated with the provision of investment or ancillary services as provided for by the applicable legal and regulatory framework;

- Foreign exchange services where these are associated with the provision of investment services;
- Investment research and financial analysis or other forms of general recommendation relating to transactions in financial instruments; and
- Services related to underwriting.

7.6 Services for receiving/ forwarding and/or executing orders

When the Bank's services consist solely of execution or reception and transmission of client orders vis-à-vis complex and non-complex financial instruments, the following distinction is made:

- In the case of said transactions in non-complex financial instruments, regardless of the category within which the client falls, and should all the conditions of the applicable legal and regulatory framework be met, the Bank is not under obligation to assess the client's knowledge and experience and form an opinion on whether the financial instrument is appropriate for the client. In this case, the Bank warns the client that, during the provision of these services, he will not be covered by the respective professional rules of conduct.

In deviation from the above, suitability control is carried out when providing the ancillary investment service of granting credit or loans to an investor, when those are not included to the existing credit limits of loans, current accounts and client credit facilities, to allow him to carry out a transaction in one or more financial instruments, where the Bank granting the credit or loan is involved in the transaction.

- In the event of complex financial instruments, the Bank shall examine compatibility in order to assess whether such transaction is appropriate for the specific client on the basis of his knowledge and experience. If the Bank considers that this transaction is not appropriate for the client or the client fails to provide the information required to examine compatibility, the client can only carry out this transaction on his own initiative, fully undertaking the risk(s) involved in this transaction, provided that the Bank has warned him accordingly.

7.7. Margin account service (ancillary service for the provision of credit for the purchase of securities)

The Bank may provide credit to its customers for the purchase of one or more financial instruments, within the context of legal and regulatory provisions applicable from time to time. Between the Bank and the customer an agreement is drafted for the provision of the said service and the Bank then opens by order of and on the customer's behalf a margin account for monitoring the credit.

To ensure the customer's obligations deriving from the provision of the said credit, a contractual pledge is established over the securities that are included in the customer's portfolio, in favor of the Bank, including the securities purchased with credit and other transferable securities accepted by the Bank as collateral portfolio assets, and are subject to specific criteria. The Bank ensures an adequate degree of diversification of the collateral portfolio with a focus on the risk

dispersion between the collateral portfolio assets and the security portfolio, having regard to any criteria as per the applicable legislative and regulatory framework.

A crucial point for the operation of the service is the margin, which refers to the current value of the transferable securities included in the collateral portfolio and the debit balance, i.e. the amount of equity the customer/ investor owes to the Bank for the provision of the credit.

In particular:

- the initial margin is the minimum margin as a percentage over the collateral portfolio that must be covered for the specific purchase of transferable securities with credit, including the value of the said purchase.
- the maintenance margin is the minimum margin as a percentage over the collateral portfolio that the investor must maintain throughout the life of the credit agreement.
- the margin deficit is the amount by which the margin falls short of the amount, as the case may be, corresponding to the Initial or Maintenance Margin.

The percentages of the respective margins, initial and maintenance, are defined unilaterally by the Bank, as per the requirements of the supervisory authorities, and are specified in the credit agreement.

The initial margin is covered before the purchase order is carried out either through cash payment or with inclusion in the collateral securities portfolio, which are not included there until then.

If the margin falls below the maintenance margin, the Bank informs the investor, before the commencement of the next ATHEX session, of his obligation to cover the difference at the latest by the next business day after he has been so informed.

Until the fulfilment of the obligation to cover the maintenance margin, the Bank does not execute any purchase of securities with credit on behalf of the customer.

If the investor fails to cover the margin deficit of the maintenance margin on time, the Bank, in order to restore the said maintenance margin, proceeds to the foreclosure of transferable securities which are blocked in the collateral portfolio, at the latest by the next business day after the coverage deadline.

Noted that the Bank is entitled to sell assets included in the collateral portfolio in order to satisfy its claims arising from the agreement, including, but not limited to collecting the credit fees, as well as restoring the initial or the maintenance margin.

The valuation of the security portfolio is executed at the end of each business day based on the most recent closing price of the regulated market or the Multilateral Trading Facilities in which the security portfolio assets are traded. UCITS units are calculated on the net price of the previous business day. The relevant credit agreement may provide specific arrangements regarding the valuation of securities as collateral portfolio assets.

The Bank reserves the right to provide credit under stricter terms than the terms defined in the applicable institutional framework, following a relevant provision in the agreement.

7.8 Other Investment Services

During provision of the following investment services:

- dealing for own account,

- underwriting and placement of financial instruments,

the Bank is only required to assess the experience and knowledge of retail clients. Professional clients and eligible counterparties are deemed to possess the necessary experience and knowledge, and thus suitability control is not required.



Best Execution Policy

When the Bank receives and forwards orders to third parties, or executes orders in financial instruments on behalf of its clients, it takes every measure to attain the best possible result, i.e. ensure the timely, fair and fast execution of their orders relative to other client orders or the Bank's trading positions.

To this end, the Bank has developed a best execution policy which sets out the principles governing both reception and transmission of orders and execution of orders on behalf of clients.

This policy applies to all transactions with retail and professional clients, but not with eligible counterparties.

The Bank monitors systematically the implementation of said Policy and evaluates its effectiveness. The Policy for the Best Execution of Orders ensures that all effective and necessary measures as per the relevant legislation regarding the best execution of orders. The Bank is availed of such procedures and mechanisms so as to be in a position to prove, if requested by the Client or a Supervisory authority, that it attains the best possible outcome for the client.

The policy is applicable in all those countries of the European Economic Area where the Bank provides investment services.

8.1 Quality of Execution

Best execution of orders is the method used by the Bank to ensure the best possible result, both when executing orders on behalf of clients and when receiving and transmitting orders to be executed by third parties (companies providing investment services, credit institutions, etc.).

To achieve the best possible result for a client, the Bank takes into consideration the following factors:

- The type and the price of the financial instrument.
- the costs related to the execution of the order (e.g. fees, cost of settlement and clearing, charges collected by the execution venue, all other fees paid to third parties that participate in the execution of the order) and borne by the client.
- The speed of execution the Bank can achieve,
- the likelihood of execution and settlement of the order, and
- The size and nature and any other consideration relevant to the execution of the order.

8.2 Determining the Importance of Best Execution Factors

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

- The characteristics of the client, including his categorization as retail or professional.
- The characteristics of the client order.
- The characteristics of financial instruments that are the subject of the order.
- The characteristics of the execution venues.

For retail clients, the Bank determines the best possible result on the basis of the aggregate price associated with the execution of the order, i.e. the price of the financial instrument and the charges associated with the execution, including all costs directly associated with the execution of the order, all fees of the execution venues, clearing and settlement, the Bank's fee pursuant to its pricing policy, as well as other fees paid to third parties. When a financial instrument is traded on more than one market, which ensure the same result, on the basis of the aggregate cost, the Bank, in order to ensure the best outcome for the client, takes into account -- besides the price -- other factors as well affecting the quality of order execution.

For professional clients, the Bank may attach greater importance, besides price and related charges, to the speed and completeness of the execution, determining the importance of these factors as the case may be.

8.3 Execution of orders

The Bank executes orders in one of the following ways:

- Directly via Regulated Markets or Multilateral Trading Facilities (MTF) or Organized Trading Facility (OTF), where the Bank is a member.
- Directly through its mechanisms, acting as an execution venue, for its own portfolio.
- Via third parties (on the basis of relevant agreements) for markets to which the Bank has no direct access.
- Outside a Regulated Market or an MTF or OTF, acting as a counterparty.

Where the Bank transmits orders to be executed by third parties, including intermediaries within the Bank's Group, all the measures required to ensure best execution of the orders on an ongoing basis will be taken.

8.4 Monitoring and Updating the Best Execution Policy

The Bank ensures continuous compliance with the Best Execution Policy and execution of client orders in accordance with it. Moreover, the Bank has established best execution regulations which are implemented on an ongoing basis, while it monitors whether the third parties to whom client orders are transmitted comply with the provisions of the written agreements entered into between them and the provisions of the applicable law. The Bank shall take every measure to rectify any weaknesses arising during the assessment of the quality factors of

execution and if necessary shall examine the possibility of changing the execution venue or entities, in order to comply with the best execution requirements.

8.5 Specific Instructions

In the event that a client requires the Bank to execute an order in accordance with specific instructions, including instructions regarding the execution venue, the Bank considers that by following client instructions it has taken all the measures required to execute the order in the most favourable ways for the client and it is therefore evident that the Bank has complied with its obligations regarding best execution of orders.

The Bank warns the client that any specific instructions on his part may prevent the Bank from taking the measures designed and included in its Policy for Best Execution aiming at achieving the best possible result during the execution of orders, as regards the data covered by said instructions.

The Bank is in a position to prove to its clients, if they so request, that their orders have been executed in line with this Policy and to prove to the competent authority, if necessary, the Bank's compliance with obligations regarding best execution.

8.6 Execution outside a Regulated Market, MTF or OTF

In certain cases the Bank can execute a client order outside a Regulated Market, MTF or OTF only when the client has expressly consented to this. The client is informed of any consequences that may arise from the execution of an order outside a trading venue and of the fact that the Bank is in a position to provide additional information associated with the consequences of the specific means of execution, upon request by the client.

8.7 Costs – Fees – Charges

The costs, fees, relevant taxes and other charges related to the financial instruments and investment services offered by the Bank are in accordance with the pricing policy applicable from time to time and the applicable legal and tax provisions, available to its clients either through the Bank's branch network or its website: www.nbg.gr

Moreover clients are given, if they so request, a detailed price list regarding the services offered.

The Bank does not structure or charge its commissions in a way that could lead to unfair discrimination between execution venues.

The Bank shall inform its clients when an inducement has been received by an execution venue or when more than one participant in one transaction has been charged, that the relevant payments are handled pursuant to the Management Inducements Policy.

The Bank provides the client with accurate and appropriate information, pursuant to the Bank's applicable Pricing Policy and current legal and regulatory provisions relating to all costs and relevant charges not caused by the emergence of an underlying market risk, regarding the provision of investment or ancillary services and the financial instruments offered both before and after the said provision.

When the Bank provides financial instruments to clients or is under obligation to provide to clients a Key Investor Information Document (KIID) relating to undertakings for collective investments in transferable securities (UCITS) as set out in Commission Regulation (EU) 583/2010 or KIDs as set out in Regulation 1286/2014 (PRIIPs), the information provided on the

cost and relevant charges shall include information on investment and ancillary services and the financial instruments.

If the Bank does not provide financial instruments to clients or is under no obligation to provide to clients a Key Investor Information Document (KIID) relating to undertakings for collective investment in transferable securities (UCITS) as set out in Commission Regulation (EU) 583/2010 or KIDs as set out in Regulation 1286/2014 (PRIIPs), the information provided on the cost and relevant charges shall include information only on investment or ancillary services.

Besides detailing costs and charges, the said information also includes third-party payments collected by the Bank, associated with the investment service provided to the client; said payments are listed separately.

All costs and charges are added up and expressed as an amount and a percentage, while a breakdown of the cost is available to the client, if he so requests.

If the precise amount of the cost is not available at the time relevant information is disclosed to the client, the latter shall receive sufficient information regarding the cost calculation method prior to the provision of the specific investment service so as to be able to verify the final charges when available.

Information regarding the cost and relevant charges is supplied to the client on a regular basis, at least once a year, during the term of the investment. Note that the Bank may supply said information regarding the costs and charges of investment services and financial instruments in combination with the existing periodical reports provided to clients.

8.8 Disclosure of Execution Venues

The Bank summarizes and publishes on an annual basis, for each category of financial instruments, the first five Execution Venues in terms of trading volumes where the Bank executed client orders during the previous year, as well as data regarding the execution quality achieved.



Compensation System

Depositors' and investors' claims are covered by the Hellenic Deposit and Investment Guarantee Fund (TEKE), which is a legal person governed by private law. TEKE is established for the purpose, inter alia, of: a) paying compensation via TEKE's Deposit Cover Scheme to the depositors of credit institutions that fail to fulfil the obligations thereof towards said depositors, b) paying compensation via TEKE's Investment Cover Scheme to the investors-clients of credit institutions that fail to fulfil the obligations thereof towards said investors-clients, for claims arising from the provision of covered investment services. TEKE's Deposit Cover Scheme (DCS) and Investment Cover Scheme (ICS) are clearly two distinct bodies and independent funds, each one of which is used exclusively for the fulfilment of its purposes, as set out in the provisions of the applicable legislation.

Compensation will be paid pursuant to the applicable legislative and regulatory framework and particularly as per the provisions of Law 4370/2016 on "Deposit guarantee schemes (transposition of Directive 2014/49/EU), Hellenic Deposit and Investment Guarantee Fund (TEKE) and other provisions", as amended.

The maximum limit of coverage for the total of guaranteed deposits per depositor per credit institution covered by TEKE is €100,000. Said limit applies to the total deposits held with the same credit institution, regardless of the number of deposits, the currency and the deposit venue. By way of exception, deposits deriving from specific activities and provided that the conditions of Article 9 of Law 4370/2016 are met, are protected by an additional €300,000 limit. Deposits exempted from TEKE's guarantees are specified in Article 8 of Law 4370/2016.

Furthermore, TEKE's coverage limit for the total claims of each investor-client arising from covered investment services, against an ICS member credit institution is €30,000. The said limit applies to the total claims of every investor-client vis-à-vis a specific credit institution that is an ICS member, regardless of the investment services covered, number of accounts, currency or the venue where the investment service was provided. Claims arising from covered investment services specified in Article 12 of Law 4370/2016 are exempted from the guarantee and consequently from TEKE's compensation system.



Safekeeping and Custody of Financial Instrument

The Bank applies a policy governing the safekeeping of client assets and the provision of custody services, which describes all the measures required and the organizational arrangements to ensure secure, transparent and efficient safekeeping of client assets. More specifically, this policy provides for:

- The Bank's compliance with the relevant legal and regulatory arrangements.
- The provision of information to the client, regarding the potential risks involved, as the case may be.
- The procedure for selecting a Custodian.
- Appropriate mechanisms for keeping the respective records and accounts.
- Mechanisms, procedures and controls that enable the Bank at any time to distinguish the assets held on behalf of clients by the Bank or by a third party (agent or custodian).

- The adoption of the appropriate measures to protect the client's ownership rights, particularly in the event of insolvency and prevention of the use of the client's financial instruments for the Bank's account, unless the client has explicitly granted his consent thereto.

- Mechanisms and procedures that minimize the risk of loss or diminution of client assets or rights.
- The elimination of any conflicts of security or physical liens or setting off rights on the client's financial instruments that allow third parties access to the client's financial instruments or funds in order to collect dues not associated with the client or the provision of services to the client (unless so required by law of the country holding the client's funds or financial instruments).
- The Bank's observance of its obligation to refrain from entering into any arrangements for the provision of financial collateral by title transfer with retail clients with a view to meeting present or future, existing, dependent on unforeseeable events, or anticipated client obligations.
- Mechanisms that enable reconciliation of the accounts and records held by the Bank.
- The updating and continuous improvement of the various features of the services offered by the Custodian and the other operational procedures for safekeeping of client assets.
- The Bank's compliance with its obligation to refrain from entering into arrangements for securities financing transactions in respect of financial instruments held on behalf of a client in a collective account held by a third party and otherwise using financial instruments for its own account or the account of another client, without the client's express consent.



Conflict of Interest Policy

In the context of proper, secure, transparent and efficient provision and management of investment services on behalf of its clients, and in order to protect their assets and their rights associated with those assets, the Bank has established and applies a policy that enables the Bank to effectively identify, avoid and manage conflicts of interest between its subsidiaries, business units, managers, employees, tied agents and generally all parties involved, defined by the applicable law as "covered persons", between clients and potential clients, as well as between clients and the covered persons, including conflicts arising from inducements received by third parties or the Bank's remuneration systems or incentive provision.

In this context, the Bank has set up procedures and measures that enable effective management of such conflicts, designed, more specifically, to:

- Prevent the covered person from exercising inappropriate influence over the client during provision of investment and ancillary services.
- Prevent or monitor exchange of information between covered persons engaged in various activities involving risk of conflict of interest, where the exchange of that information may harm the interests of one or more clients.
- Ensure separate supervision of covered persons whose principal functions involve carrying out activities on behalf of, or providing services to, clients whose interests may conflict, or who represent different interests which may conflict, including those of the Bank.
- Remove any direct link between the remuneration of covered persons principally engaged in one activity and the remuneration of, or revenues generated by, different covered

persons principally engaged in another activity, where a conflict of interest may arise in relation to those activities.

- Prevent or control the simultaneous or sequential involvement of a covered person in separate investment or ancillary services or activities where such involvement may impair the proper management of conflicts of interest.
- Prevent any case of non-compliance of the covered persons with the Group's Policy for Prevention of Market Abuse and for the Personal Transactions, as regards abuse of inside information and market manipulation.

More specifically, to prevent and manage potential conflicts of interests during the provision of underwriting and placement services:

- The Bank and Group companies establish, implement and maintain a Financial Instruments Allocation Policy that sets out the procedure for formulating allocation recommendations, which is provided to the client-issuer before the Bank or Group entity agrees to undertake placement services;
- the client-issuer shall participate in the discussions regarding the sale procedure, in order for the Bank or Group entity to be able to understand and take into account his interests and goals;
- the client-issuer shall agree with the proposed allocation of the offering per client category and in line with the provisions of the Financial Instruments Allocation Policy;
- effective procedures are implemented ensuring the independence, separate supervision and division of operations and duties of the Bank or Group Divisions involved in the allocation of an offering and of the Divisions responsible for the management of the Bank's or the Group's own portfolio - Proprietary Trading as well as the receipt, forwarding and execution of clients' orders;
- effective procedures are implemented ensuring the existence of information barriers between the Bank or Group Divisions involved in the allocation of an offering and of the Divisions responsible for the management of the Bank's or the Group's own portfolio - Proprietary Trading as well as the receipt, forwarding and execution of clients' orders; and
- third party payments or debts shall not be accepted, unless said payments or debts comply with the requirements for inducements provided for by the current regulatory framework. More specifically, the following practices are deemed not to comply with the said requirements and as a result shall not be accepted:
 - an allocation of shares in the context of a share issue as an incentive for disproportionately high fees for the Bank's or Group's non-linked services (laddering), such as disproportionately high fees or commissions to be paid by the client-investor or disproportionately large transaction volumes with regular fees offered by the client-investor as compensation for getting a certain percentage of the issue,
 - an allocation of shares in the context of a share issue to top executives or a company executive of an existing or potential client-issuer, in exchange for future or past assignment of corporate financing business (spinning), and
 - an allocation of shares in the context of a share issue depending expressly or implicitly on the receipt of orders in the future or the purchase of any other service of the Bank or the Group from a client-investor, or any other entity whose investor is a company executive.

Within the context of preventing potential cases of conflict of interests when producing and disseminating research in the area of investments, the Bank takes the following measures:

- Financial analysts and other covered persons shall not carry out personal transactions or personal market making, with the exception of those who act as special market makers who act in good faith during the normal exercise of special market making operations or during the exercise of a client's self-convened order, on behalf of any other person including the Bank or Group entities, in financial instruments included in the investment research or similar financial instruments, in the event they are aware of the probable timetable or content of said investment research when said timetable is not disclosed to the public or to clients and cannot be easily deduced on the basis of available information, before the recipients of the investment research have a fair chance to use it.
- For any cases not covered by the above point, financial analysts and any other covered persons whatsoever participating in the production of investment research shall not perform personal transactions in financial instruments included in the investment research, or in relevant financial instruments, contrary to current recommendations, except only under exceptional circumstances and with the Bank's consent.
- There is a natural separation between the financial analysts participating in the production of investment research and other relevant persons whose responsibilities or business interests may conflict with the interests of the persons to whom the investment research is disseminated.
- The Bank itself, the financial analysts and other covered persons participating in the production of investment research shall not accept inducements from persons with material interests in the subject of the investment research.
- The Bank itself, the financial analysts and other covered persons participating in the production of investment research shall not promise to issuers any kind of privileged coverage based on the research, and
- Prior to disseminating the investment research, issuers and covered persons except for the financial analysts and any other persons whatsoever shall not be allowed to examine the draft version of the investment research to confirm the accuracy of factual elements included in the research for any purpose whatsoever except for ensuring compliance with legal obligations of the Bank or the Group entities, when said draft includes a recommendation or a target price.

Ensure that the Bank and its employees provide investment or ancillary services in an honest, fair and professional manner and protect client assets and client rights in connection to those assets, and try to prevent any conflicts of interest

In cases where it is ascertained that the measures already applied do not effectively ensure the prevention of conflict of interests, the Bank shall examine taking additional measures of effective conflict management so as to limit or eliminate the risk of damaging the interests of clients.

If the adoption of such additional measures does not effectively prevent cases of conflict of client interests the Bank shall duly disclose said cases, so that this factor is taken into account when an investment decision is taken.

Example of cases which could lead to conflict of interest

Between the Bank and the Group and an existing or potential client:

- The Bank and/or the Group has information regarding financial difficulties of a company and proceeds to perform transactions involving said company's financial assets;

- the Bank and/or the Group advise a company to proceed to debt issuance, while advertising to other clients the advantages and disadvantages of an investment in said debt;
- a Bank or Group employee performs numerous transactions (pointless/unauthorized) on behalf of the client in order to increase commission income;
- the Bank and/or the Group represents the buyer and the seller in an agreement at the same time;
- the intermediaries steer towards pre-selected/specific companies which proceed to make special payments (above average) for a large volume of transactions (dependent commissions);
- a client places an order to buy a large volume of shares in Company Y: the Bank and/or the Group buys Company Y shares prior to the client's order so as to benefit from the share price increase;
- the Bank and/or the Group carries out transactions while taking advantage of a positive report that has not yet been published by the Analysis Department and financial analysts;
- a Bank or Group employee accepts a client's gift that could influence him or give the impression that it could influence his objectivity;
- Bank or Group directors who participate in BoDs and/or Committees in one or more client companies;
- transactions inside the company that enhance book value or create the impression of increased demand;
- a Bank or Group officer that buys or sells shares for own account using insider information;
- financial analyst that performs personal transactions that are the opposite of the recommendation of the research done or the investment advice given to clients; and
- incentives have been given to employees for the sale of complex products that may not be suitable for the clients.

Between existing or potential clients:

- the Bank and/or Group advises two rival companies on the acquisition of the same company;
- the Bank and/or Group carries out research into an entity or a group to whom it also provides financial advice;
- key clients with major interests that are in conflict with each other; and
- orders of certain clients are given priority relative to other clients' orders.

During the provision of underwriting and placement services the Bank shall take into consideration the following potential conflict of interests;

- between the client-issuer and clients of the Bank or Group who are likely to buy the financial instruments to be issued;
- between the customer-issuer and the Bank or Group itself (including cases of proprietary trading),
- between the Bank or Group and the client-issuer in cases where the client has a previous loan or credit facility with the Bank or a Group company that can be repaid with the funds raised by the issue;
- between the Bank or a Group entity and its clients;
- between the client-issuer and a different client-issuer; and
- between different Bank or Group clients.



Inducements

As regards the provision of investment or ancillary services, the Bank may pay or collect fees, commissions or non-monetary benefits from either group companies as per Law 4308/2014 as amended, or third parties, only if their payment or collection is intended to improve the quality of said service towards the client and does not obstruct the Bank's compliance with its obligation to act in an honest, fair and professional way, in line with its clients' interests.

In such a case, the Bank shall notify its client of the existence, nature and amount or the calculation method of the fee or commission paid or collected as per the provisions of the relevant legislative and regulatory framework. Fees or commissions paid or collected or profits that allow or are necessary for the provision of investment or ancillary services, such as custodian, transaction, clearing and settlement expenses, established or legal fees and which by nature cannot lead to conflict of interest regarding the Bank's obligation to act in an honest, impartial and professional way in its clients' best interest, are not subject to the above requirements of this paragraph.

In this context, the Bank has established an Inducement Management Policy and has evidence that any inducement paid or collected by the Bank has been designed for the improvement of the quality of said service towards the client.



Outsourcing

Should the Bank outsource the investment services and/or transactions agreed with the client, it shall fully comply with the provisions of the applicable legal and regulatory framework.



Keeping records

To ensure compliance with the applicable legal and regulatory framework, and without prejudice to the law regarding protection of personal data, the Bank shall keep the following records:

- a. Client evaluation (such as client agreements, assessment of compatibility);
- b. Handling of orders (such as records on best execution of client orders);
- c. Client orders and transactions (such as keeping records of client orders or trading decisions);
- d. Client Information (such as notifications to clients);
- e. Safekeeping of client assets (such as records on the use of clients' financial instruments);
- f. Communication with clients (such as advertisements);
- g. Organizational requirements (such as records of conflicts of interests and records of inducements); and
- h. A record of client/investor grievances and complaints and the Bank's respective actions.



Complaints Management

The Bank has set up and implements procedures regarding the filing, as well as the appropriate and efficient investigation of complaints by existing or potential clients, in order to settle disputes that may arise from the provision of investment and ancillary services. For this purpose, the Bank has set up a specialized complaints handling function. Specifically, the specialized Sector for Client Conduct has been set up and operates under the Group Business Regulatory Compliance & Client Conduct Division.

If a client wishes to make a complaint, he can contact:

- the relevant officers of his local NBG branch,
- or NBG's Client Conduct Sector:
 - by calling 800 11 88988 (from a landline in Greece) or +30 210 48 06 100 (from a mobile phone or if you're calling from outside Greece), on the days and hours stated on the Bank's official website www.nbg.gr,
 - You can file your comment, suggestion or complaint by filling out the relevant online form, available on the Bank's website at www.nbg.gr,
 - by sending an e-mail to customer.service@nbg.gr,

- Send a letter or the relevant form available at all NBG Branches:
 - o by post to: National Bank of Greece, Sector for Client Conduct, Omirou 30, 10672 Athens, or
 - o by fax to +30 210 3347740.

Detailed and up-to-date information regarding the complaint procedure and the contact details of the customer complaints department are available on the Bank's website: www.nbg.gr. The filing of complaints is not subject to a charge.

The Bank shall investigate the existing/potential client's complaint and shall reply as swiftly as possible, in plain and intelligible language, within the timeframe set up by the regulatory framework each time applicable. If further examination of the issue is required, the client shall be informed accordingly.

Existing/potential customers who are not satisfied with the Bank's reply, have the option to refer to bodies of alternative dispute resolution, such as the Greek Financial Ombudsman, Massalias 1, 106 80 Athens, tel. 10440 (local call rates)/+302103376700 (international calls), website: www.hobis.gr, Hellenic Consumer's Ombudsman, Leoforos Alexandras 144, 114 71 Athens, Tel.: +30 210 6460862, website: www.synigoroskatanaloti.gr, or on the Online Dispute Resolution platform (<https://webgate.ec.europa.eu/odr>) for cases of online agreements. More details on referring a complaint to alternative dispute resolution bodies are available on the Bank's website, at www.nbg.gr; please also note that the client is able to opt for legal resolution of his dispute (civil action).



Reports to Clients

With each transaction, the Bank shall provide to its clients the respective evidence that the transaction was actually carried out, including all necessary and material information, unless otherwise specified by the relevant legal and regulatory framework. In this context, the Bank shall take the following actions regarding this order:

- (a) The Bank shall immediately provide to the Client and via a durable medium all key information regarding the execution of the order,
- (b) it addresses a notice for the purposes of confirming the execution of the Client's order, as soon as possible, and, at the latest, the first business day following the execution of the order, or following receipt of confirmation dispatched by a third party in the event that the Bank receives confirmation by a third party.

This information includes, where appropriate, the cost of transactions carried out on behalf of, and the services provided to, the client.

If the order is transmitted by the Bank to a third party to be executed, the confirmation of the execution of the order can be provided to the clients by said third party.

A statement of the client's financial instruments is sent to him by the Bank on a quarterly basis, with the legally required content, unless said statement has already been provided to the client

via another periodic statement or if the Bank gives the client access (via an appropriate application – internet/mobile banking) through an online system, which is considered a durable medium, where the client can obtain updated statements on his financial instruments, as per the provisions of the applicable legislation.

At the client's request, the Bank shall provide information on the status of his order.

The investment service information provided herein is provided to the Bank's clients under Law 4514/2018.

The potential investor, after examining the information contained herein and having requested any clarification from the relevant officer of any branch of the Bank, will be asked to sign a document confirming that he has received and agreed with the content of this document. Depending on the products to be chosen by the Client, the Bank may provide to, or request from, the Client additional information.

