

**FRAMEWORK AGREEMENT
FOR TIME DEPOSITS AND OPENING TIME DEPOSIT ACCOUNTS**

1. PARTIES AND OBJECT

1.1. The parties hereto are:

on the one hand, NATIONAL BANK OF GREECE SA, having its registered office in Athens (86 Aioulou St.), legally represented (hereinafter "NBG"), and on the other hand, NBG's customer (hereinafter "the Depositor").

Further information on the parties hereto, their representation and the account co-beneficiaries (where applicable) is provided in the Appendix hereto. The said Appendix is not produced if the initial agreement is concluded through NBG's electronic alternative banking networks.

1.2. The object hereof is to attest:

- a) the General Terms governing the Main Agreement for the establishment of one or more time deposits, which was entered into between the parties hereto as of today,
- b) the General Terms governing the Supplemental Agreement for the opening, maintenance and operation of the time deposit account and various sub-accounts thereof, which are opened for each individual time deposit.

The aforesaid Appendix and any evidencing document of time deposit issued by NBG for each time deposit, stating the special terms (as regards the amount, currency, term, maturity etc.) of each individual time deposit established hereunder also constitute an integral part hereof.

Besides the terms set out herein, the contractual relationship between NBG and the Depositor shall be governed in its entirety by the provisions of the laws, the Bank of Greece Governor's Acts and the resolutions of the Bank of Greece, as well as other appropriate bodies and authorities, relating to deposits.

1.3 Before execution of this Agreement, in writing at any NBG Branch or through NBG's electronic alternative networks, such as the Bank's Internet Banking service (provided the product is available through such networks), the Depositor was provided with full information on all the terms hereof, as well as on the individual terms of the product he has chosen, and said Depositor declared that he has understood their contents and wished to enter into this Agreement.

2. GENERAL TERMS - MAIN AGREEMENT FOR TIME DEPOSITS

2.1. NBG's obligations

2.1.1. NBG undertakes to accept any initial or subsequent time deposit from the Depositor and is under obligation to return the amount of each such deposit to the Depositor at the respective time, with interest and subject to any other conditions agreed for each individual time deposit and stated in the respective evidencing document of deposit, as well as to the terms stated under the "Other General Terms" section hereinbelow, always taking into consideration any of the Depositor's instructions, where this is provided for the specific product, for automatic renewal of the agreement in respect of the time deposit principal only, and/or interest.

2.1.2. NBG is under obligation to pay to the Depositor the interest agreed on each individual time deposit, as same is established on the basis of the respective evidencing document of time deposit.

The interest rate applicable to each time deposit from time to time is freely determined by NBG, notified to the Depositor on a personalized information service

basis, accepted by the Depositor and stated in the respective evidencing document of time deposit issued by NBG.

- 2.1.3. NBG is under obligation to execute any respective order from the Depositor, on condition it is in written form (or supplied through NBG's various alternative networks) and in line with the terms hereof.

2.2. Depositor's obligations

- 2.2.1. The Depositor undertakes to deposit the amount of each individual time deposit established hereunder with NBG against interest and subject to the rest of the terms agreed that are stated herein and in the respective evidencing document of deposit. The initial deposit amount for each time deposit shall be at least equal to the minimum amount required for each such product, as determined by NBG from time to time.
- 2.2.2. For the servicing and performance of the transactions required in the context of the management of this Framework Agreement for Time Deposit, it is agreed that it be linked to a demand deposit account (the "service account"), from which, via any NBG Branch or electronic alternative networks, the principal to be placed in the time deposit is transferred, and into which the time deposit principal and/or interest shall be automatically transferred on the dates designated for the specific product. If the Customer has provided instructions for automatic renewal of the said deposit, the transfer of funds to the service account may vary and/or be cancelled, depending on the specific instructions of the Customer as to the type of automatic renewal. Where provided for under the terms of the specific product, the Customer may designate a deposit account other than the service account to be linked hereto, into which the accrued interest may be transferred (the "interest payment account").
- 2.2.3. The Depositor accepts that any interest tax amount withheld and released to the Greek state and any fee, charge etc. amount hereunder, as applicable from time to time, shall be borne by the Depositor and debited to the time deposit account and its sub-accounts. The levels of fees and charges applicable from time to time are indicated in the relevant NBG's Rates and Charges lists that are available to the Depositor in accordance with the respective regulatory provisions, as amended, and posted in all NBG branches and on NBG's website, www.nbg.gr.
- 2.2.4. The Depositor acknowledges that NBG, in performing its legal obligation to provide the Depositor with information (on a personalized information service basis or otherwise) during the operation hereof, is also entitled to use any current electronic means available for conveying messages, such as e-mail (to the address indicated by the Depositor), telefax (to the phone number indicated by the Depositor) and/or recorded telephone conversations (through NBG's call centre); however, NBG is not to be held accountable for any error, truncation, delay etc. that might occur without NBG's fault during the use of such means as above.
- 2.2.5. The Depositor is under obligation to notify NBG in a timely manner of any change in the Depositor's ID particulars, residence address and communication address stated by the Depositor to NBG, as well as of any loss of the Depositor's personal ID documents; failure to perform such obligation would constitute an offence.
- 2.2.6. The Depositor undertakes the obligation to provide to NBG the information required in order to create his financial/transaction profile, and acknowledges that upon his signing/online acceptance hereof NBG may take any measure it deems necessary, including not proceeding with a transaction, suspending a transaction, or terminating a transaction or even terminating the depositor's transaction relationship with it, in the event that the Depositor's identity cannot be confirmed and verified, or his

transaction profile is inconsistent with the policy and procedures applied by NBG to safeguard against associated risks.

2.2.7. PERSONAL DATA PROCESSING

The Depositor acknowledges that he has been duly informed by NBG, the authorized Processor, and specifically and freely consents to the collection, maintenance (in electronic or other records) and processing by NBG, pursuant to the provisions of Law 2472/97, of the Depositor's personal data indicated by the Depositor herein for the purposes of the Depositor's overall business relationship with NBG and the NBG Group companies in Greece and abroad.

Furthermore, the Depositor acknowledges that he has been duly informed that following confirmation of the Depositor's identity, pursuant to Law 2472/97, Articles 12 and 13, the Depositor shall be entitled to access and challenge any personal data relating thereto that are subject to processing, as above, and that any application filed by the Depositor to that effect should be by letter, addressed to the Depositor's account branch (i.e. the NBG branch where this agreement was concluded and/or the respective account is held).

2.3. OTHER GENERAL TERMS OF THE MAIN AGREEMENT FOR TIME DEPOSITS

EARLY REDEMPTION – RENEWAL – INTEREST POSTING

2.3.1. NBG reserves the right to grant or decline requests for early redemption/withdrawal, in all or in part, of any time deposit.

2.3.2. In the event that a request for early redemption/withdrawal, in all or in part, is granted by NBG, NBG's right by law to expect the contractually agreed time deposit term to be observed ceases to exist and the Depositor is subject to a respective charge whose level shall be calculated on the basis of the Euribor (for deposits in euro) or the relevant Libor (for deposits in other currencies) offered for the term falling closest to the remaining term of the deposit until maturity, plus up to 2% discount margin which NBG is hereby authorized by the Depositor to withhold.

The amount released to the Depositor shall be calculated on the basis of the following mathematical formula:

$$\Delta = OA * \frac{B + \varepsilon * n}{B + y * n_i}$$

where:

Δ = Amount returned

OA = Early redeemed principal

B = Interest calculation basis, as determined for each currency

ε = Time deposit issue rate

n = Total term of the time deposit, in days

y = Discount rate

n_i = Days remaining until maturity.

If NBG accepts the Depositor's request for early partial or full redemption of a time deposit with periodic interest payment (irrespective of the frequency at which interest is earned), when calculating the return on the deposit amount on the basis of the formula set out under par. 2.3.2 hereinabove, the initial term of the time deposit shall be deemed to be the time period from the last (periodic) interest payment date until the specific deposit maturity date.

Under no circumstances can the amount returned exceed the sum of the early redeemed principal and the accrued interest corresponding thereto.

With respect to the time deposit products available through NBG's electronic alternative networks (such as Internet Banking), only early full redemption of the time deposit is allowed. Any differentiation in a particular product of this category shall be expressly provided for under the terms of the particular product.

- 2.3.3. In the event of early partial redemption (in the case of products where such redemption is permitted), NBG reserves the right to reduce the initial interest rate to the rate applicable to the specific balance scale on the date the deposit commenced, informing the Depositor by issuing a new evidencing document of time deposit.
- 2.3.4. In the event that following the Depositor's early partial redemption of a time deposit, the balance thereof falls below the minimum initial amount level required for a time deposit to be established in the same currency, the contractual relationship between the parties as regards the specific (individual) time deposit shall be automatically dissolved on maturity thereof, the balance thereof shall be made available, through the service account, to the Depositor forthwith and any pre-existing automatic renewal instructions shall be automatically cancelled.
- 2.3.5. If the time deposit is subject to automatic renewal (with respect to the products where such option is offered), interest posting on maturity shall be on the basis of the interest rate offered by NBG on each renewal date depending on the currency, balance and new term of the respective deposit.
- 2.3.6. If the Depositor has not provided NBG with automatic renewal instructions by the business day immediately preceding the maturity date of the time deposit, or the deposit concerned does not have an automatic renewal option, on maturity the respective account balance and interest shall be transferred to the Depositor's service account (or interest payment account) linked thereto, and renewal or further placement thereof shall be the responsibility of the Depositor.
- 2.3.7. In the event that the time deposit is blocked, in all or in part, in favour of NBG or a third party for any reason whatsoever (including, without limitation, due to pledge, administrative measure, attachment, temporary restraining order etc.), the Depositor's time deposit(s) shall be renewed ipso jure for a term equal to the term stated in the Depositor's immediately preceding evidencing document of time deposit and for an amount equal to the amount required for the book balance thereof to be equal to the funds blocked. This renewal is carried out whether there are automatic renewal instructions by the Depositor or not.
- 2.3.8. In the event that the maturity date falls on a non-business day, it shall be transferred to the immediately following business day.
- 2.3.9. The time deposit interest shall be paid accrued, credited into the service account or the interest payment account designated by the Depositor, on the dates designated for the specific product.
- 2.3.10. Interest shall be calculated through to the date immediately preceding the maturity date of the time deposit.
- 2.3.11. Interest calculation on euro deposits shall be on an actual/360-day basis, and on deposits in foreign currency on an actual/360-day, or on an actual/365-day basis (as is the case, for instance, for deposits in pounds sterling).
Specifically in the event that this agreement is concluded with respect to the "MONTHLY" time deposit product group, interest calculation shall be on a 30/360-day basis.
- 2.3.12. A tax amount is withheld from the interest payable to the account beneficiary, in favour of the Greek State. Certain categories of beneficiaries, such as foreign

residents, may be exempt from the interest tax withholding on the basis of appropriate documentation, pursuant to the resolutions of the Ministry of Finance applicable from time to time.

Tax refunds representing interest tax amounts withheld from time deposit accounts whose beneficiaries are exempt following submission of appropriate documentation to NBG pursuant to the resolutions of the Ministry of Finance, as above, shall be deposited to the service account.

OTHER TERMS AND ARRANGEMENTS

- 2.3.13 In the event that a time deposit established hereunder is held, whether from the outset or by means of a subsequent addition of co-beneficiary/-ies, in a joint, any-to-sign account, the following terms shall apply:

The deposit shall be governed by the provisions of Law 5638/1932 on Deposits in Joint Accounts, as supplemented by Legislative Decree 1059/1971. Accordingly, each of the co-beneficiaries is entitled to partial or total utilization of the account without any consent, approval or other concomitant act on the part of the other co-beneficiaries, even for early redemption, pursuant to NBG authorization. In the event of death of any co-beneficiary, the deposit funds and the account shall ipso jure come to the survivor(s). The beneficiaries of an individual or joint time deposit account (Law 5638/1932) shall be severally liable to NBG for any NBG claim under such account. The Depositor hereby acknowledges that any co-beneficiary of a joint, any-to-sign account is entitled to oral or written information on any transaction on such account and to copy of the relevant deposit vouchers kept with NBG. The orders of any one of the co-beneficiaries of a joint, any-to-sign time deposit account are binding on all of the co-beneficiaries in terms of contents and execution.

The names of the co-beneficiaries of the account provided hereunder are set out in the Appendix hereto and in the evidencing document of each individual time deposit.

Further co-beneficiary/-ies may be added to the account in the joint presence of and with the joint signing by the initial beneficiary/-ies and all beneficiaries added subsequently, at the Branch where the account is held.

- 2.3.14. If it is agreed that the time deposit(s) is/are or will be held in a joint, all-to-sign account, all of the beneficiaries are required to act jointly to operate the account, especially in the case of early redemption of the account balance in all or in part.

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

In particular in the case of time deposits concluded through NBG's electronic alternative networks (such as Internet Banking), such deposits are not allowed to be held in an all-to-sign account form.

- 2.3.15. Furthermore, this Agreement is subject to the terms and conditions below:

As regards confidentiality and attachment, the Agreement is subject to the provisions of Legislative Decree 1059/1971 and Law 2915/2001, respectively. Time-barring of deposit proceeds in favour of the Greek State is subject to the provisions of Legislative Decree 1195/1942, pursuant to which deposit proceeds are time-barred in favour of the Greek State after the lapse of 20 years.

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

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

It is hereby agreed that the Bank may have special reason to terminate unilaterally this agreement, specifically in the event that the Depositor is in breach, in any way, of the legal and regulatory framework governing deposits, or of any term of the present agreement, or in the event that pursuant to the legal and regulatory framework governing deposits and/or NBG's resolution, the specific type of deposit is no longer offered. Under any circumstances of dissolution of the parties' contractual relationship hereunder in its entirety, the parties undertake to act jointly for full settlement and final closure thereof (i.e. payment-up of the deposit account, return of the deposit proceeds etc.).

3. GENERAL TERMS OF THE SUPPLEMENTAL AGREEMENT FOR OPENING AND HOLDING TIME DEPOSIT ACCOUNTS

3.1 For the purposes of account monitoring of any claims arising out of or in relation to the Main Time Deposit Agreement between the parties thereto, the said parties also entered into this Supplemental Agreement governing the establishment, maintenance and operation of the time deposit account.

With respect to time deposits concluded through NBG's Branches, this time deposit agreement is monitored through an account whose number is stated in the header hereof as well as in the Appendix hereto. It is agreed that the same time deposit account can also be used to monitor the accounts of other time deposits of a different amount, interest rate, term, etc. but always in the same currency and in the name of the same Depositors-beneficiaries.

With respect to time deposits concluded through NBG's electronic alternative networks (such as Internet Banking), this time deposit agreement is monitored through an account whose number appears on the evidencing document of time deposit.

3.2 The time deposit account and its sub-accounts form part of NBG's books of account; accordingly, any excerpt showing precise details of account and sub-account activity constitutes an accurate excerpt from NBG's books of account and provides full proof of the said account, allowing however the Depositor to present any counterevidence in the manner provided for by Law.

3.3 The evidencing document of deposit issued and delivered to the deposit and deposit account beneficiary or issued and printed through NBG's Internet Banking (in the case of products available via Internet Banking), shall constitute a private document and provides full proof of all events and facts recorded therein by means of NBG

computer-generated entries, allowing however the Depositor to present any counterevidence.

- 3.4 The Depositor/account beneficiary is required to use diligence to keep any evidencing document of deposit issued thereto and present same to NBG when carrying out any transaction related to the deposit. In other cases, too, the Bank is entitled to request, at its discretion, the presentation of the evidencing document of deposit and the Depositor is required to present same. Upon maturity and paying up of each individual time deposit, and after the principal has been credited to the service account, the relevant evidencing document becomes void. In the event that the Depositor becomes aware that the evidencing document of deposit has been lost or stolen, the Depositor should notify NBG accordingly forthwith, keeping evidence of such notification, to avoid any third-party activity that may lead to loss.
- 3.5 No record of time deposit will be recognized by NBG or create any claim against NBG unless a printout by NBG's applicable IT systems duly exists on the respective evidencing document of deposit.
- 3.6 At the request of any of the time deposit beneficiaries, NBG shall deliver a copy of the original evidencing document of each active deposit. The issue of such copies as well as the possession thereof by the account co-beneficiaries does not create additional claims thereof against the Bank.
- In addition, and pursuant to a relevant request, NBG shall deliver to any co-beneficiary of the time deposit account an account statement for each individual time deposit.
- 3.7 Last, upon maturity and repayment of all individual time deposits covered by the Main Agreement for Time Deposits and monitored via the time deposit account and its sub-accounts, the Depositor shall be notified by NBG and accept that the Depositor's account is to remain active for a reasonable time period, after the lapse of which it will be deactivated and removed from NBG's deposit management systems. Time deposit documentation is kept by NBG for a time period each time determined by the respective legal and regulatory provisions, as amended.
- 3.8 The Bank may communicate with the Depositor and/or the co-beneficiaries for further verification of the particulars required in order, at the least, to verify the ID of the individuals concerned and to set up/update the relevant financial/transactional profile, especially for time deposits established through alternative networks.

DEPOSITOR'S STATEMENT (for time deposits established at an NBG Branch):

All the terms hereof (a copy of which was delivered to the DEPOSITOR, along with the APPENDIX) were read and fully understood by the Depositor and mutually accepted by the parties hereto; the Depositor's signature at the bottom of the section below ("APPENDIX") also amount to unreserved acceptance of all the terms hereof.

DEPOSITOR'S STATEMENT (for time deposits concluded via NBG's electronic alternative networks - such as NBG's Internet Banking):

All the terms hereof were read and fully understood by the parties hereto, while acceptance by the DEPOSITOR of the relevant clause, and completion of the process for opening a time deposit via the application by entering the required One Time Password (OTP), amount to unreserved acceptance by the Depositor of all the terms and conditions hereof.

APPENDIX

NATIONAL BANK OF GREECE: **BRANCH (.....)**

TYPE OF DEPOSIT – DEPOSIT ACCOUNT: TIME DEPOSIT ACCOUNT

DEPOSIT – DEPOSIT ACCOUNT CURRENCY:

ACCOUNT NUMBER:

FORM OF DEPOSIT ACCOUNT: Individual / Joint (any-to-sign) / Joint (all-to-sign)
(please delete as appropriate)

NBG'S REPRESENTATIVES: 1)
and 2)

DEPOSITOR'S AND CO-BENEFICIARIES' PARTICULARS (as per their solemn declarations)

NAME ID NUMBER / TIN	SIGNATURE

PROVISION OF CONSENT TO THE BANK FOR THE USE BY THE BANK ITSELF OR BY OTHER NBG GROUP COMPANIES OF THE DEPOSITOR'S PARTICULARS FOR UPDATING THE DEPOSITOR IN WRITTEN AND ELECTRONIC FORM AND SENDING TO THE DEPOSITOR ADVERTISING MATERIAL ON NBG'S OR NBG GROUP COMPANIES' PRODUCTS AND SERVICES: YES / NO *(please delete as appropriate)*

.....
(Depositor's signature)

(Place), / date/...../.....

NATIONAL BANK OF GREECE S.A.

THE DEPOSITOR

.....

.....