

## BASE PROSPECTUS



# NATIONAL BANK OF GREECE S.A.

(incorporated with limited liability in the Hellenic Republic)

## €10 billion Global Covered Bond Programme

Under this €10 billion global covered bond programme (the “**Programme**”), National Bank of Greece S.A. (the “**Issuer**”, “**NBG**” or the “**Bank**”) may from time to time issue bonds (the “**Covered Bonds**”) denominated in any currency agreed between the Issuer and the relevant Dealer(s) (as defined below).

This base prospectus (the “**Base Prospectus**”) has been approved as a base prospectus by the *Commission de Surveillance du Secteur Financier* (the “**CSSF**”), as competent authority under Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”) in the Grand Duchy of Luxembourg. This Base Prospectus comprises a base prospectus for the purposes of Article 8 of the Prospectus Regulation. The CSSF only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. By approving this Base Prospectus, the CSSF assumes no responsibility for the economic and financial soundness of the transactions contemplated by this Base Prospectus or the quality or solvency of the Issuer. Approval by the CSSF should not be considered as an endorsement of the Issuer or of the quality of the Covered Bonds that is the subject of this Base Prospectus. Investors should make their own assessment as to the suitability of investing in the Covered Bonds. By approving this Base Prospectus, the CSSF assumes no responsibility for the economic and financial soundness of the transactions contemplated by this Base Prospectus or the quality or solvency of the Issuer in accordance with the provisions of Article 6 (4) of the Luxembourg law on prospectuses for securities of 16 July 2019. Application has been made to the Luxembourg Stock Exchange for Covered Bonds issued under the Programme to be admitted to trading on the Luxembourg Stock Exchange’s regulated market and to be listed on the official list of the Luxembourg Stock Exchange (the “**Official List**”).

References in this Base Prospectus to Covered Bonds being listed (and all related references) shall mean that such Covered Bonds have been admitted to trading on the Luxembourg Stock Exchange’s regulated market and are intended to be listed on the Official List of the Luxembourg Stock Exchange. The Luxembourg Stock Exchange’s regulated market is a regulated market for the purposes of the Markets in Financial Instruments Directive (“**Directive 2014/65/EU**”).

The Programme also permits Covered Bonds to be issued on the basis that they will be admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system or to be admitted to listing, trading and/or quotation by such other or further competent authorities, stock exchanges and/or quotation systems as may be agreed with the Issuer.

The maximum aggregate nominal amount of all Covered Bonds from time to time outstanding under the Programme will not exceed €10 billion (or its equivalent in other currencies calculated as described herein). The payment of all amounts due in respect of the Covered Bonds will constitute direct and unconditional obligations of the Issuer, having recourse to assets forming part of the cover pool (the “**Cover Pool**”).

This Base Prospectus (as supplemented as at the relevant time, if applicable) is valid for 12 months from its date in relation to Covered Bonds (until 25 July 2024) which are to be admitted to trading on a regulated market in the European Economic Area (the “**EEA**”). The obligation to supplement this Base Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Base Prospectus is no longer valid.

The Covered Bonds may be issued on a continuing basis to one or more of the Dealers specified under “*General Description of the Programme*” and any additional Dealer appointed under the Programme from time to time, which appointment may be for a specific issue or on an ongoing basis (each a “**Dealer**” and together the “**Dealers**”). References in this Base Prospectus to the “**relevant Dealer**” shall, in the case of an issue of Covered Bonds being (or intended to be) subscribed by more than one Dealer, be to the lead manager of such issue and, in relation to an issue of Covered Bonds subscribed by one Dealer, be to such Dealer.

The price and amount of Covered Bonds to be issued under the Programme will be determined by the Issuer and each relevant Dealer at the time of issue in accordance with prevailing market conditions. Notice of the aggregate nominal amount of Covered Bonds, interest (if any) payable in respect of Covered Bonds, the issue price of Covered Bonds and any other terms and conditions not contained herein which are applicable to each Series or Tranche (as defined under “*Terms and Conditions of the Covered Bonds*”) of Covered Bonds will be set out in a separate document specific to that Series or Tranche called the final terms (each, a “**Final Terms**”) which, with respect to Covered Bonds to be listed on the official list of the Luxembourg Stock Exchange, will be delivered to the Luxembourg Stock Exchange on or before the date of issue of such Series or Tranche of Covered Bonds.

Amounts payable on Floating Rate Covered Bonds may be calculated by reference to certain reference rates which may constitute benchmarks for the purposes of Regulation (EU) No. 2016/1011 (the “**Benchmarks Regulation**”), as specified in the relevant Final Terms. As at the date of this Base Prospectus, the European Money Markets Institute (as administrator of EURIBOR) is included in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority (“**ESMA**”) under Article 36 of the Benchmarks Regulation.

The rating of certain Series of Covered Bonds to be issued under the Programme may be specified in the applicable Final Terms. Whether or not each credit rating applied for in relation to a relevant Series of Covered Bonds will be issued by a credit rating agency established in the European Union and registered under Regulation (EU) No 1060/2009 (the “**CRA Regulation**”) will be disclosed in the Final Terms. In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union and registered under the CRA Regulation unless the rating is provided by a credit rating agency operating in the European Union before 7 June 2010 which has submitted an application for registration in accordance with the CRA Regulation and such registration is not refused. The Covered Bonds issued under the Programme will have the rating set out in the

applicable Final Terms by Moody's Investors Service Limited or its successor ("Moody's") (or such other ratings that may be agreed by the applicable Rating Agencies from time to time). A credit rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating organisation.

Investing in Covered Bonds issued under the Programme involves certain risks. The principal risk factors that may affect the abilities of the Issuer to fulfil its obligations in respect of the Covered Bonds are discussed under "*Risk Factors*" below. Investors should review and consider these risk factors carefully before purchasing any Covered Bonds.

**Arranger and Dealer**

**National Bank of Greece S.A.**

The date of this Base Prospectus is 25 July 2023.

The Issuer accepts responsibility for the information contained in this Base Prospectus and the Final Terms for each Series or Tranche of Covered Bonds issued under the Programme and declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Base Prospectus and the Final Terms is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

Copies of each Final Terms (in the case of Covered Bonds to be admitted to the Luxembourg Stock Exchange) will be available from the registered office of the Issuer and from the specified office of the Paying Agents for the time being in London or in Luxembourg at the office of the Luxembourg Listing Agent.

This Base Prospectus is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see the section entitled “*Documents Incorporated by Reference*” below). This Base Prospectus shall be read and construed on the basis that such documents are so incorporated and form part of this Base Prospectus.

Each Series (as defined herein) of Covered Bonds may be issued without the prior consent of the holders of any outstanding Covered Bonds (the “**Covered Bondholders**”) subject to the terms and conditions set out herein under “*Terms and Conditions of the Covered Bonds*” (the “**Conditions**”) as completed by the Final Terms. This Base Prospectus must be read and construed together with any supplements hereto and with any information incorporated by reference herein and, in relation to any Series of Covered Bonds which is the subject of Final Terms, must be read and construed together with the relevant Final Terms. All Covered Bonds will rank *pari passu* and rateably without any preference or priority among themselves, irrespective of their Series, except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.

The Issuer confirmed to each Dealer named under “*General Description of the Programme*” below that this Base Prospectus contains all information which is (in the context of the Programme, the issue, offering and sale of the Covered Bonds) material; that such information is true and accurate in all material respects and is not misleading in any material respect; that any opinions, predictions or intentions expressed herein are honestly held or made and are not misleading in any material respect; that this Base Prospectus does not omit to state any material fact necessary to make such information, opinions, predictions or intentions (in the context of the Programme, the issue and the offering and sale of the Covered Bonds) not misleading in any material respect; and that all proper enquiries have been made to verify the foregoing.

No person has been authorised to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other document entered into in relation to the Programme or any information supplied by the Issuer or such other information as is in the public domain and, if given or made, such information or representation should not be relied upon as having been authorised by the Issuer or any Dealer.

Neither the Arranger nor any Dealer nor the Trustee nor any of their respective affiliates have authorised the whole or any part of this Base Prospectus and none of them makes any representation or warranty or accepts any responsibility as to the accuracy or completeness of the information contained in this Base Prospectus. Neither the delivery of this Base Prospectus or any Final Terms nor the offering, sale or delivery of any Covered Bond shall, in any circumstances, create any implication that the information contained in this Base Prospectus is true subsequent to the date hereof or the date upon which this Base Prospectus has been most recently supplemented or that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the prospects or financial or trading position of the Issuer since the date thereof or, if later, the date upon which this Base Prospectus has been most recently supplemented, or that any other information

supplied in connection with the Programme is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution of this Base Prospectus, any document incorporated herein by reference and any Final Terms and the offering, sale and delivery of the Covered Bonds in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus or any Final Terms comes are required by the Issuer, and each Dealer to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Covered Bonds and on the distribution of this Base Prospectus or any Final Terms and other offering material relating to the Covered Bonds, see “*Subscription and Sale*”. In particular, Covered Bonds have not been and will not be registered under the United States Securities Act of 1933 (as amended) (the “**Securities Act**”) or any applicable U.S. state securities laws and may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act (“**Regulation S**”)) except in certain transactions exempt from, or in transactions not subject to, the registration requirements of the Securities Act or pursuant to an effective registration statement under the Securities Act. Covered Bonds may be offered and sold outside the United States in reliance on Regulation S.

The Covered Bonds in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to U.S. persons, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the United States Internal Revenue Code of 1986 and regulations promulgated thereunder.

Neither this Base Prospectus nor any other information supplied in connection with the Programme or any Covered Bonds (a) is intended to provide the basis of any credit or other evaluation or (b) should be considered as a recommendation by any of the Issuer, the Arranger or any of the Dealers that any recipient of this Base Prospectus or any other information supplied in connection with the Programme or any Covered Bonds should purchase any Covered Bonds. Each investor contemplating purchasing any Covered Bonds should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. Neither this Base Prospectus nor any other information supplied in connection with the Programme or the issue of any Covered Bonds constitutes an offer or invitation by or on behalf of the Issuer or any of the Dealers to any person to subscribe for or to purchase any Covered Bonds.

None of the Dealers or the Issuer makes any representation to any investor in the Covered Bonds regarding the legality of its investment under any applicable laws. Any investor in the Covered Bonds should be able to bear the economic risk of an investment in the Covered Bonds for an indefinite period of time.

Neither the delivery of this Base Prospectus nor the offering, sale or delivery of any Covered Bonds shall in any circumstances imply that the information contained in it concerning the Issuer is correct at any time subsequent to its date or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Programme or to advise any investor in Covered Bonds issued under the Programme of any information coming to their attention.

Other than in relation to the documents which are deemed to be incorporated by reference (see “*Documents Incorporated by Reference*” below), the information on the websites to which this Base Prospectus refers does not form part of this Base Prospectus and has not been scrutinised or approved by the CSSF.

**IMPORTANT – PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – If the Final Terms in respect of any Covered Bonds include a legend entitled “*Prohibition of Sales to EEA Retail*”

*Investors*", the Covered Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, MiFID II); or (ii) a customer within the meaning of (EU) 2016/97 (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Covered Bonds or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Covered Bonds or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

**IMPORTANT – PROHIBITION OF SALES TO UK RETAIL INVESTORS** – If the Final Terms in respect of any Covered Bonds include a legend entitled "*Prohibition of Sales to UK Retail Investors*", the Covered Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("UK"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of UK domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of UK domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Covered Bonds or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Covered Bonds or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

**MIFID II PRODUCT GOVERNANCE / TARGET MARKET** – The Final Terms in respect of any Covered Bonds will include a legend entitled "*MiFID II product governance*" which will outline the target market assessment in respect of the Covered Bonds and which channels for distribution of the Covered Bonds are appropriate. Any person subsequently offering, selling or recommending the Covered Bonds (a 'distributor') should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Covered Bonds (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the Product Governance rules under EU Delegated Directive 2017/593 (the "**MiFID II Product Governance Rules**"), any Dealer subscribing for any Covered Bonds is a manufacturer in respect of such Covered Bonds, but otherwise neither the Arranger nor the Dealer(s) nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID II Product Governance Rules.

**UK MiFIR PRODUCT GOVERNANCE / TARGET MARKET** – The Final Terms in respect of any Covered Bonds will include a legend entitled UK MiFIR Product Governance which will outline the target market assessment in respect of the Covered Bonds and which channels for distribution of the Covered Bonds are appropriate. Any person subsequently offering, selling or recommending the Covered Bonds (a 'distributor') should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Covered Bonds (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Covered Bonds is a manufacturer in respect of such Covered Bonds, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

The maximum aggregate principal amount of Covered Bonds outstanding at any one time under the Programme will not exceed €10 billion (and for this purpose, the principal amount outstanding of any Covered Bonds denominated in another currency shall be converted into euro at the date of the agreement to issue such Covered Bonds (calculated in accordance with the provisions of the Programme Agreement)). The maximum aggregate principal amount of Covered Bonds which may be outstanding at any one time under the Programme may be increased from time to time, subject to compliance with the relevant provisions of the Programme Agreement as defined under “*Subscription and Sale*”.

In this Base Prospectus, unless otherwise specified, references to a “**Member State**” are references to a Member State of the European Economic Area, and references to “**€**”, “**EUR**” or “**euro**” are to the single currency introduced at the start of the third stage of European Economic and Monetary Union (“**EMU**”) pursuant to the Treaty on the Functioning of the European Union, as amended.

In this Base Prospectus, all references to “**Greece**” or to the “**Greek State**” are to the Hellenic Republic.

## ALTERNATIVE PERFORMANCE MEASURES

This Base Prospectus contains references to certain Alternative Performance Measures (“**APMs**”), as defined in the guidelines issued on 5 October 2015 by ESMA concerning the presentation of APMs disclosed in regulated information and prospectuses published as from 3 July 2016 which, although not recognised as financial measures under International Financial Reporting Standards (“**IFRS**”), are used by the management of the Issuer to monitor the Group’s financial and operating performance.

The table below sets out the Group’s APMs, which were calculated on the basis of the 2022 Annual Financial Statements: **Income Statement | Group**

€ million	APM #	FY.22	FY.21	Y-o-Y
Net interest income		1,369	1,212	13.0%
Net fee and commission income		347	287	20.9%
<b>Core Income</b>	<b>6</b>	<b>1,716</b>	<b>1,499</b>	<b>14.5%</b>
Net trading income / (loss), Net other income/(loss) and Share of profit / (loss) of equity method investments	<b>31</b>			
		344	404	(14.9)%
<b>Total income</b>	<b>46</b>	<b>2,060</b>	<b>1,903</b>	<b>8.3%</b>
Operating Expenses	<b>37</b>	(805)	(783)	2.8%
<b>Core Pre-Provision Income</b>	<b>8</b>	<b>911</b>	<b>716</b>	<b>27.2%</b>
<b>Pre-Provision Income</b>	<b>40</b>	<b>1,255</b>	<b>1,120</b>	<b>12.1%</b>
Loan impairments	<b>27</b>	(217)	(273)	(20.5)%
<b>Core Operating Profit</b>	<b>7</b>	<b>694</b>	<b>443</b>	<b>56.7%</b>
<b>Operating Profit</b>	<b>38</b>	<b>1,038</b>	<b>847</b>	<b>22.6%</b>
<b>Adjusted profit before tax</b>	<b>1</b>	<b>1,038</b>	<b>847</b>	<b>22.6%</b>
Taxes	<b>44</b>	(157)	(15)	>100%
<b>Adjusted PAT (continuing operations)</b>	<b>2</b>	<b>881</b>	<b>832</b>	<b>5.9%</b>
EVO transaction (net of tax)		237	-	-
<b>Discontinued Operations, Non controlling interest and other</b>	<b>16</b>	<b>2</b>	<b>35</b>	<b>(94.3)%</b>
<b>PAT attributable to NBG equity shareholders</b>		<b>1,120</b>	<b>867</b>	<b>29.2%</b>

### Key Ratios | Group

Profitability Ratio	APM #	FY.22	FY.21	Δ
Cost-to-Income ratio	<b>12</b>	39.1%	41.1%	(2.0)%
Cost-to-Core Income ratio	<b>11</b>	46.9%	52.2%	(5.3)%
Cost of Risk (CoR)	<b>10</b>	70	98	(28) bps
Net Interest Margin (NIM) (bps)	<b>29</b>	213	212	+1 bps

<b>Asset Quality</b>	<b>APM #</b>	<b>31.12.2022</b>	<b>31.12.2021</b>	<b>Δ</b>
Non-Performing Exposures (NPE) ratio	32	5.2%	7.0%	(1.8)%
NPE Coverage Ratio	33	87.3%	77.2%	10.1%
Core return on Tangible Equity (Core RoTE)	9	9.6%	8.2%	1.4%
<b>Liquidity</b>	<b>APM #</b>	<b>31.12.2022</b>	<b>31.12.2021</b>	<b>Δ</b>
Loans-to-Deposits Ratio	26	58.6%	56.9%	1.7%
Liquidity Coverage Ratio (LCR)	25	259.2%	242.0%	17.2%
Net Stable Funding Ratio (NSFR)	30	146.3%	134.5%	11.8%
<b>Capital</b>	<b>APM #</b>	<b>31.12.2022</b>	<b>31.12.2021</b>	
Common Equity Tier 1 (CET1) ratio	4	16.6%	16.9%	
Total Capital Ratio	45	17.7%	17.5%	
CET1 ratio fully loaded	5	15.7%	14.9%	
RWAs (€ billion)	41	36.4	34.7	

The definitions of the APMs are as follow:

1. *Adjusted Profit before Tax*: Profit before tax, excluding the gain from the sale of 51.00% of NBG Pay S.M.S.A., the additional social security contribution for LEPETE to e-EFKA, restructuring cost and other one-off costs. More specifically, for the year ended 31 December 2022, net other income excludes the gain from the sale of 51.00% of NBG PAY S.M.S.A. of €297 million. Furthermore, operating expenses exclude personnel expenses of €35 million related to defined contributions to LEPETE, VES cost of €59 million, restructuring cost of €8 million and other one-off costs of €78 million. For the year ended 31 December 2021, operating expenses exclude personnel expenses of €35 million related to defined contributions for LEPETE to e-EFKA, VES cost of €83 million, restructuring cost of €28 million, one-off ECL release of €0.2 billion relating to Project “Frontier” closing and other one-off costs of €103 million.
2. *Adjusted profit for the period (PAT) from continuing operations*: Profit for the period from continuing operations, excluding the gain from the sale of 51.00% of NBG Pay S.M.S.A., the additional social security contribution for LEPETE to e-EFKA, restructuring cost and other one-off costs. More specifically, for the year ended 31 December 2022, net other income excludes the gain from the sale of 51.00% of NBG PAY S.M.S.A. of €297 million. Furthermore, operating expenses exclude personnel expenses of €35 million related to defined contributions to LEPETE, VES cost of €59 million, restructuring cost of €8 million and other one-off costs of €184 million. For the year ended 31 December 2021, operating expenses exclude personnel expenses of €35 million related to defined contributions for LEPETE to e-EFKA, VES cost of €83 million, restructuring cost of €28 million, one-off ECL release of €0.2 billion relating to Project “Frontier” closing and other one-off costs of €103 million.
3. *Balance sheet*: Statement of Financial Position.
4. *Common Equity Tier 1 (CET1) ratio*: CET1 capital as defined by Regulation No 575/2013, with the application of the regulatory transitional arrangements for IFRS 9 impact over RWAs.
5. *CET1 ratio fully loaded*: CET1 capital as defined by Regulation No 575/2013, without the application of the regulatory transitional arrangements for IFRS 9 impact on RWAs.
6. *Core Income*: Net Interest Income (NII) + Net fee and commission income.
7. *Core Operating Profit*: Core income less operating expenses and loan impairments.
8. *Core Pre-Provision Income*: Core Income less operating expenses.
9. *Core return on Tangible Equity*: Core Operating Profit / (Loss) for the period/ year + Taxes, over average tangible equity.

10. *Cost of Risk*: Loan impairments of the period/year over average loans and advances to customers, excluding the short term reverse repo facility of €3.2 billion as at 31 December 2022.
11. *Cost-to-Core Income ratio*: Operating expenses over Core Income.
12. *Cost-to-Income ratio*: Operating expenses over total income.
13. *Deposits*: Due to customers.
14. *Depreciation*: Depreciation and amortisation on investment property, property & equipment and software & other intangible assets.
15. *Disbursements of loans*: Loan disbursements for the period/year, not considering rollover of working capital repaid and increase of unused credit limits.
16. *Discontinued Operations, Non controlling interest and other*: Includes PAT from discontinued operations, non-controlling interest, as well as the LEPETE charge, VES and restructuring costs and other one off costs, *non recurring taxes, as well as the Frontier provision release*
17. *Domestic banking activities*: Refers to banking business in Greece and includes retail, corporate and investment banking. Group's domestic operations includes Ethniki Leasing S.A (Ethniki Leasing) and Ethniki Factors S.A. (Ethniki Factors).
18. *Forborne*: Exposures for which forbearance measures have been extended according to EBA ITS technical standards on Forbearance and Non-Performing Exposures
19. *Forborne Non-Performing Exposures (FNPEs)*: Exposures with forbearance measures that meet the criteria to be considered as non performing according to EBA ITS technical standards on Forbearance and Non-Performing Exposures.
20. *Forborne Performing Exposures (FPEs)*: Exposures with forbearance measures that do not meet the criteria to be considered as non performing according to EBA ITS technical standards on Forbearance and Non-Performing Exposures and forborne exposures under probation period.
21. *Funding cost*: The weighted average cost of deposits, ECB refinancing, repo transactions, covered bonds and securitization transactions.
22. *Gross loans*: Loans and advances to customers at amortised cost before Expected Credit Loss (ECL) allowance and loans and advances to customers mandatorily measured at FVTPL.
23. *Held for Sale*: Non-current assets held for sale.
24. *Interest earning assets*: Interest earning assets include all assets with interest earning potentials and includes cash and balances with central banks, due from banks, financial assets at fair value through profit or loss (excluding Equity securities and mutual funds units), loans and advances to customers and investment securities (excluding equity securities and mutual funds units).
25. *Liquidity Coverage Ratio (LCR)*: The LCR refers to the liquidity buffer of High Quality Liquid Assets (HQLAs) that a Financial Institution holds, in order to withstand net liquidity outflows over a 30 calendar-day stressed period as per Regulation (EU) 2015/61.
26. *Loans-to-Deposits Ratio*: Loans and advances to customers over due to customers, at the end of the period, excluding the short term reverse repo facility of €3.2 billion as at 31 December 2022.

27. *Loan Impairments*: Impairment charge for ECL, excluding for 2021 the positive impact of €0.2 billion from Project “Frontier”.
28. *Net loans*: Loans and advances to customers at amortised cost after ECL allowance and loans and advances to customers mandatorily measured at FVTPL.
29. *Net Interest Margin*: Net interest income over average interest earning assets. Net Interest Margin equals net interest income divided by the average of interest earning assets (the average of interest earning assets at the end of the current period/year and the end of the previous period/year and all quarter ends in between (5 periods) for the period/year end).
30. *Net Stable Funding Ratio (NSFR)*: The NSFR refers to the portion of liabilities and capital expected to be sustainable over the time horizon considered by the NSFR over the amount of stable funding that must be allocated to the various assets, based on their liquidity characteristics and residual maturities.
31. *Net trading income/ (loss), Net other income/ (loss) and Share of profit / (loss) of equity method investments*: Net trading income / (loss) and results from investment securities (“trading income/(loss)”) + Gains / (losses) arising from the derecognition of financial assets measured at amortised cost + Net other income / (expense) (“other income / (expense)”) + Share of profit / (loss) of equity method investments, excluding the gain from the sale of 51.00% of NBG Pay S.M.S.A. More specifically, for the year ended 31 December 2022, net other income excludes the gain from the sale of 51.00% of NBG PAY S.M.S.A. of €297 million.
32. *Non-Performing Exposures (NPE) ratio*: NPEs divided by loans and advances to customers at amortised cost before ECL allowance and loans and advances to customers at FVTPL at the end of the period/year, excluding the short term reverse repo facility of €3.2 billion as at 31 December 2022.
- The Group defines NPEs, according to EBA ITS Technical Standards on Forbearance and Non-Performing Exposures, as exposures that satisfy either or both of the following criteria:
1. material exposures which are more than 90 days past due; and
  2. the debtor is assessed as unlikely to pay its credit obligations in full without realisation of collateral, regardless of the existence of any past due amount or of the number of days past due.
33. *NPE Coverage Ratio*: ECL allowance for loans and advances to customers at amortised cost divided by NPEs, excluding loans and advances to customers mandatorily measured at FVTPL, at period/year end.
34. *NPE formation*: Net increase / (decrease) of NPEs, before write-offs.
35. *NPE Organic Formation*: NPE balance change, excluding sales and write-offs.
36. *Non-Performing Loans (NPLs) ratio or 90 days past due ratio*: Loans and advances to customers at amortised cost in arrears for 90 days or more divided by total loans and advances to customers at amortised cost before Expected Credit Loss (ECL) allowance for impairment at the end of the period.
37. *Operating Expenses*: Personnel expenses + General, administrative and other operating expenses (“G&As”) + Depreciation and amortisation on investment property, property & equipment and software and other intangible assets, excluding the additional social security contribution for LEPETE to e-EFKA and other one-off costs. More specifically, for the year

ended 31 December 2022, operating expenses exclude personnel expenses of €35 million related to defined contributions to LEPETE and other one-off costs of €15 million. For the year ended 31 December 2021, operating expenses exclude personnel expenses of €35 million related to defined contributions for LEPETE to e-EFKA and other one off-costs of €97 million.

38. *Operating Profit / (Loss)*: Total income less operating expenses and loan impairments.
39. *Other impairments*: Impairment charge for securities and Other provisions and impairment charges.
40. *Pre-Provision Income*: Total income less operating expenses, before loan impairments.
41. *Risk Weighted Assets (RWAs)*: Assets and off-balance-sheet exposures, weighted according to risk factors based on Regulation (EU) No 575/2013.
42. *Staff Costs/ Personnel expenses*: Personnel expenses excluding the additional social security contribution for LEPETE to e-EFKA and one-off costs. More specifically, for the year ended 31 December 2022, personnel expenses exclude defined contributions to LEPETE of €35 million and other one-off costs of €7 million. More specifically, for the year ended 31 December 2021, operating expenses exclude personnel expenses of €35 million related to defined contributions to LEPETE and other one-off costs of €76 million.
43. *Tangible Equity / Book Value*: Equity attributable to NBG shareholders less goodwill, software and other intangible assets.
44. *Taxes*: Refers to tax benefit / (expense) excluding one-off taxes of amount €106 million.
45. *Total Capital Ratio*: Total capital as defined by Regulation No 575/2013, with the application of the regulatory transitional arrangements for IFRS 9 impact over RWAs.
46. *Total Income*: Refers to Net interest income, Net fee and commission income, Net trading income / (loss) and results from investment securities, Gains / (losses) arising from the derecognition of financial assets measured at amortised cost, Net other income / (expense) and Share of profit / (loss) of equity method investments, excluding the gain from the sale of 51.00% of NBG Pay S.M.S.A. More specifically, for the year ended 31 December 2022, net other income excludes the gain from the sale of 51.00% of NBG PAY S.M.S.A. of €297 million.

Investors should be aware that:

- these financial measures are not recognised as a measure of performance under IFRS; and
- they are used by management to monitor the underlying performance of the business and operations but are not indicative of the historical operating results of the Issuer, nor are they meant to be predictive of future results.
- Furthermore, since companies do not all calculate these measures in an identical manner, the Group's presentation may not be consistent with similar measures used by other companies. Therefore, undue reliance should not be placed on any such data.

Certain figures included in this Base Prospectus have been subject to rounding adjustments; accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

**In connection with the issue of any Series or Tranche of Covered Bonds, the Dealer or Dealers (if any) named as the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in the applicable Final Terms may over allot such Series or Tranche of Covered Bonds or effect transactions with a view to supporting the market price of the Covered Bonds at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of a Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Series of Covered Bonds is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Series or Tranche of Covered Bonds and 60 days after the date of the allotment of the relevant Series or Tranche of Covered Bonds. Any stabilisation or over allotment must be conducted by the relevant Stabilising Manager(s) (or person(s) acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.**

### **FORWARD LOOKING STATEMENTS**

This Base Prospectus includes forward-looking statements. Such statements in this Base Prospectus include, but are not limited to, statements made under “*Risk Factors*”, “*The Issuer*” and “*Regulation and Supervision of Banks in Greece*”. Such statements can be generally identified by the use of terms such as “believes”, “expects”, “may”, “will”, “should”, “would”, “could”, “plans”, “anticipates” and comparable terms, including the negatives of such terms. By their nature, forward-looking statements involve risk and uncertainty, and the factors described in the context of such forward-looking statements in this Base Prospectus could cause actual results and developments to differ materially from those expressed in or implied by such forward-looking statements. The Issuer has based these forward-looking statements on their management's current expectations and projections about future events. These forward-looking statements are subject to risks, uncertainties and assumptions about the Group, including, among other things:

- Recessionary pressure and uncertainty resulting from the Hellenic Republic’s economic crisis;
- Hellenic Republic’s commitment to achieve very demanding fiscal targets for a protracted period and legacy effects from the economic crisis may impose further constraints on economic activity in Greece;
- The effort to restore conditions of economic normalcy in the Hellenic Republic and enhance its longterm competitiveness, as well as to support the completion, delivery and continuity of reforms may not lead to the intended return of the economy to sustainable growth and the issue of the Hellenic Republic’s debt sustainability may not be fully resolved;
- Domestic political uncertainty has weighed on financial and economic conditions in the previous years and there can be no assurances that political uncertainty could not arise in the future, thus having a material adverse impact on the Group’s business, results of operations, financial condition or prospects;
- If additional European Central Bank (“ECB”) or Emergency Liquidity Assistance (“ELA”) funding is needed in the future it will be subject to ECB rules relating to the eligibility and valuation of collateral used for funding such as Greek government bonds;
- Deteriorating asset valuations may adversely affect the Group’s business, results of operations and financial condition and may limit the Group’s ability to post collateral for Eurosystem funding purposes;
- High outflows of funds from customer deposits could cause an increase in the Group’s costs of funding;

- The sufficiency of the Issuer’s level of capital if economic conditions in Greece do not improve or if they deteriorate further;
- The Group’s need for additional capital and liquidity as a result of regulatory changes;
- The Issuer’s wholesale borrowing costs and access to liquidity and capital may be negatively affected by, and there may be further material adverse consequences of, any future downgrades of the Hellenic Republic’s credit rating;
- A resurgence of default risks for the Hellenic Republic;
- Continuing recognition of the main part of deferred tax assets (“DTAs”) as regulatory capital or as an asset;
- The Issuer’s ability to continue as a “going concern”;
- Constraints to the Issuer’s operational autonomy as a recipient of State Aid;
- The ability of the Hellenic Financial Stability Fund (“HFSF”), as shareholder, to exercise significant influence over the Group’s operations;
- The high level of NPEs has had and may continue to have in the future a negative impact on the Group’s operations;
- The Group’s loan portfolio may continue to contract;
- Disruptions and volatility in the global financial markets;
- Market fluctuations and volatility which affect the Group’s trading and investment activities;
- Volatility in interest rates which may negatively affect the Group’s net interest income;
- Competition from Greek and foreign banks;
- The loss of senior management and the inability to recruit or retain experienced and/or qualified personnel;
- Fraud and illegal activities of any form;
- Future pension and post-employment benefit liabilities;
- The Issuer’s assumptions, judgments and estimates may change over time or may not be accurate, impacting the value of certain financial instruments recorded at fair value;
- Credit risk, market risk, liquidity risk, operational risk and insurance risk;
- Risk that economic hedging may not prevent losses;
- Increasing risk of continually evolving cyber security or other technological risks;
- Increasingly complex regulation which may increase the Group’s compliance costs and capital requirements;

- The Group is subject to the European resolution framework which has been implemented and may result in additional compliance or capital requirements and will dictate the procedure for the resolution of the Group;
- Application of the Minimum Requirements for Own Funds and Eligible Liabilities (“**MREL**”) under the Bank Recovery and Resolution Directive (Directive 2014/59/EU, as amended, the “**BRRD**”) may affect the Group’s profitability;
- Laws governing the bankruptcy of individuals or otherwise settlement of debts owed by individuals and regulations governing creditors’ rights in Greece and various South Eastern Europe (“**SEE**”) countries may limit the Group’s ability to receive payments on past due loans, and anticipated changes to such laws may not have the desired effect; and
- other factors described under “*Risk Factors*”.

The Issuer undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. In light of these risks, uncertainties and assumptions, the forward-looking events discussed in this Base Prospectus might not occur. Any statements regarding past trends or activities should not be taken as a representation that such trends or activities will continue in the future. Investors are cautioned not to place undue reliance on such forward-looking statements, which are based on facts known only as at the date of this Base Prospectus.

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## GENERAL DESCRIPTION OF THE PROGRAMME

*The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Base Prospectus and, in relation to the terms and conditions of any particular Series or Tranche of Covered Bonds, the applicable Final Terms. The Issuer and any relevant Dealer may agree that Covered Bonds shall be issued in a form other than that contemplated in the Terms and Conditions, in which event, if appropriate, a supplement to the Base Prospectus will be published.*

*This Overview constitutes a general description of the Programme for the purposes of Article 25.1 of Commission Delegated Regulation (EU) No 2019/980.*

*Words and expressions defined in the “Terms and Conditions of the Covered Bonds” below or elsewhere in this Base Prospectus have the same meanings in this summary.*

### PRINCIPAL PARTIES

<b>Issuer</b>	National Bank of Greece S.A. (“NBG” or the “ <b>Issuer</b> ”).
<b>Issuer Legal Entity Identifier (LEI)</b>	5UMCZOEYKCVFAW8ZLO05
<b>Arranger</b>	NBG (the “ <b>Arranger</b> ”).
<b>Dealer</b>	NBG or any other dealers appointed from time to time in accordance with the Programme Agreement.
<b>Servicer</b>	<p>NBG (in its capacity as the servicer and, together with any replacement servicer appointed pursuant to the Servicing and Cash Management Deed from time to time, the “<b>Servicer</b>”) will service the Loans and Related Security in the Cover Pool pursuant to the Servicing and Cash Management Deed.</p> <p>The Servicer shall also undertake certain notification and reporting services together with account handling services in relation to moneys from time to time standing to the credit of the Transaction Account and cash management activities (the “<b>Servicing and Cash Management Activities</b>”) in accordance with the Servicing and Cash Management Deed and the Greek Covered Bond Legislation, including the calculation of the Statutory Tests and the Amortisation Test. See “<i>Servicing and Collection Procedure</i>” below.</p>
<b>Asset Monitor</b>	<p>A reputable independent institution of auditors and accountants, not being the auditors of the Issuer for the time being, appointed pursuant to the Asset Monitor Agreement in accordance with Article 15 of the Covered Bond Law as an independent monitor to act a cover pool monitor in accordance with the Covered Bond Law and to carry out various testing and notification duties in respect of (i) the Statutory Tests when required in accordance with the requirements of the Bank of Greece and (ii) the Amortisation Test when required in accordance with the Servicing and Cash Management Deed. The initial Asset Monitor will be Ernst &amp; Young (Hellas) Certified Auditors-Accountants S.A., acting through its office</p>

at 8B Chimarras str., Maroussi 151 25 Athens, Greece (the “**Asset Monitor**”).

**Account Bank**

Citibank, N.A., London Branch acting through its office at Citigroup Centre, Canada Square, Canary Wharf London E14 5LB has agreed to act as account bank (the “**Account Bank**”) pursuant to the Bank Account Agreement.

In the event that the Account Bank ceases to be an Eligible Institution, the Servicer will be obliged to transfer the Transaction Account to a credit institution with the appropriate minimum ratings.

**Eligible Institution**

means any bank whose short term, unsecured, unsubordinated and unguaranteed debt obligations are rated at least P-1 by Moody’s (or such other ratings that may be agreed by the Rating Agencies from time to time), *provided always that* such ratings are sufficient for deposits in the Transaction Account to comply with Article 129(1)(c) of the CRR.

**Principal Paying Agent**

Citibank, N.A., London Branch (the “**Principal Paying Agent**” and, together with any agent appointed from time to time under the Agency Agreement, the “**Paying Agents**”). The Principal Paying Agent will act as such pursuant to the Agency Agreement.

**Trustee**

Citibank, N.A., London Branch acting through its office at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (the “**Trustee**”) has been appointed to act as bond trustee for the Covered Bondholders in respect of the Covered Bonds and will also act as security trustee to hold the benefit of all security granted by the Issuer (on trust for itself, the Covered Bondholders and the other Secured Creditors) under the Deed of Charge and the Statutory Pledge granted pursuant to the Greek Covered Bond Legislation. See “*Security for the Covered Bonds*” below.

**Hedging Counterparties**

The Issuer may, from time to time, enter into Hedging Agreements with various swap providers to hedge certain currency and/or other risks (each a Covered Bond Swap Provider) and interest risks (each an Interest Rate Swap Provider and, together with the Covered Bond Swap Providers, the Hedging Counterparties) associated with the Covered Bonds. The Hedging Counterparties will act as such pursuant to the relevant Hedging Agreements (as defined herein). Each Hedging Counterparty will be required to satisfy the conditions under article 13 of the Covered Bond Law and under Section F of Chapter III of the Secondary Covered Bond Legislation.

**Custodian**

A custodian (the “**Custodian**”) to be appointed at such time as a custody agreement is entered into.

**Listing Agent** Banque Internationale à Luxembourg acting through its offices at 69, route d’Esch, L-2953 Luxembourg (the “**Luxembourg Listing Agent**”).

**Rating Agencies** Moody’s Investors Service Limited for so long as and to the extent that it provides a rating in respect of any Covered Bonds, and any additional rating agency which may be appointed under the Programme from time to time to provide ratings for a specific issue of Covered Bonds or on an ongoing basis (the “**Rating Agencies**” and each a “**Rating Agency**”).

## **PROGRAMME DESCRIPTION**

**Description** NBG €10 billion Global Covered Bond Programme.

**Programme Amount** Up to €10 billion (or its equivalent in other currencies determined as described in the Programme Agreement) outstanding at any time as described herein. The Issuer may increase the amount of the Programme in accordance with the terms of the Programme Agreement.

**Issuance in Series** Covered Bonds will be issued in Series, but on different terms from each other, subject to the terms set out in the relevant Final Terms in respect of such Series. Save in respect of the first issue of Covered Bonds, Covered Bonds issued under the Programme will either be fungible with an existing Series of Covered Bonds or have different terms from an existing Series of Covered Bonds (in which case they will constitute a new Series). The Issuer will issue Covered Bonds without the prior consent of the Covered Bondholders pursuant to Condition 15 (*Further Issues*). See “*Conditions Precedent to the Issuance of a new series of Covered Bonds*” below.

As used herein, “**Tranche**” means Covered Bonds which are identical in all respects (including as to listing and admission to trading) and Series means a Tranche of Covered Bonds together with any further Tranche or Tranches of Covered Bonds which are (a) expressed to be consolidated and form a single series and (b) identical in all respects (including as to listing and admission to trading) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.

**Final Terms** Final terms (the “**Final Terms**”) will be issued and published in accordance with the terms and conditions set out herein under “*Terms and Conditions of the Covered Bonds*” (the “**Conditions**”) prior to the issue of each Series or Tranche detailing certain relevant terms thereof which, for the purposes of that Series only, complete the Conditions and the Base Prospectus and must be read in conjunction with the Conditions and the Base Prospectus. The terms and conditions applicable to any particular Series are the Conditions as completed by the relevant Final Terms.

**Conditions Precedent to the Issuance of a new Series or** It is a condition precedent to the issuance of a new Series or Tranche of Covered Bonds that (i) there is no Issuer Event

<b>Tranche of Covered Bonds</b>	outstanding and that such issuance would not cause an Issuer Event, (ii) such issuance would not result in a breach of any of the Statutory Tests, (iii) the Rating Agencies, to the extent they are rating any Covered Bonds at that time, have been notified of such issuance, (iv) such issuance has been notified to the Bank of Greece in accordance with Article 20(4) of the Covered Bond Law and (v) if applicable, in respect of any Series or Tranche, a Hedging Agreement is entered into.
<b>Proceeds of the Issue of Covered Bonds</b>	The gross proceeds from each issue of Covered Bonds will be used by the Issuer to fund its general corporate purposes.
<b>Form of Covered Bonds</b>	The Covered Bonds will be issued in bearer form, see “ <i>Form of the Covered Bonds</i> ”.
<b>Issue Dates</b>	The date of issue of a Series or Tranche as specified in the relevant Final Terms (each, the “ <b>Issue Date</b> ” in relation to such Series or Tranche).
<b>Specified Currency</b>	Subject to any applicable legal or regulatory restrictions, such currency or currencies as may be agreed from time to time by the Issuer and the relevant Dealer(s) (as set out in the applicable Final Terms).
<b>Denominations</b>	The Covered Bonds will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer(s) and set out in the applicable Final Terms save that, except in certain limited circumstances, the minimum denomination of each Covered Bond will be at least €100,000 (or, if the Covered Bonds are denominated in a currency other than Euro, at least the equivalent amount in such currency) or such other higher amount as is required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency.
<b>Redenomination</b>	The applicable Final Terms may provide that certain Covered Bonds may be redenominated in Euro. If so, the redenomination provisions will be set out in the applicable Final Terms.
<b>Fixed Rate Covered Bonds</b>	The applicable Final Terms may provide that certain Covered Bonds will bear interest at a fixed rate (“ <b>Fixed Rate Covered Bonds</b> ”), which will be payable on such date or dates as may be agreed between the Issuer and the relevant Dealer(s) and on redemption and will be calculated on the basis of such Day Count Fraction as may be agreed between the Issuer and the relevant Dealer(s) (as set out in the applicable Final Terms).
<b>Floating Rate Covered Bonds</b>	The applicable Final Terms may provide that certain Covered Bonds bear interest at a floating rate (“ <b>Floating Rate Covered Bonds</b> ”). Floating Rate Covered Bonds will bear interest at a rate determined:

- (a) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the ISDA Definitions; or
- (b) on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service; or
- (c) on such other basis as may be agreed between the Issuer and the relevant Dealer(s); or
- (d) by an Independent Adviser or the Issuer in accordance with Condition 4.2(h),

as set out in the applicable Final Terms.

**Other Provisions in relation to Floating Rate Covered Bonds**

Floating Rate Covered Bonds may also have a Maximum Rate of Interest, a Minimum Rate of Interest or both (as indicated in the applicable Final Terms). Interest on Floating Rate Covered Bonds in respect of each Interest Period, as agreed prior to issue by the Issuer and the relevant Dealer(s), will be payable on such Interest Payment Dates, and will be calculated on the basis of such Day Count Fraction, in each case as may be agreed between the Issuer and the relevant Dealer(s).

**Zero Coupon Covered Bonds**

The Final Terms may provide that Covered Bonds, bearing no interest (“**Zero Coupon Covered Bonds**”), may be offered and sold at a discount to their nominal amount.

**Ranking of the Covered Bonds**

All Covered Bonds will rank *pari passu* and rateably without any preference or priority among themselves, irrespective of their Series, for all purposes except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.

**Taxation**

All payments (if any) of principal, interest and other proceeds (if any) on the Covered Bonds will be made free and clear of any withholding or deduction for, or on account of, any taxes, unless the Issuer or any intermediary that intervenes in the collection of interest and other proceeds on the Covered Bonds is required by applicable law to make such a withholding or deduction. In the event that such withholding, or deduction is required by law, the Issuer will not be required to pay any additional amounts in respect of such withholding or deduction.

**Status of the Covered Bonds**

The Covered Bonds are covered bonds that could be eligible for the label “European Covered Bond (Premium)” (in Greek “ΕυρωπαϊκόΚαλυμμένοΟμόλογο (ΑνωτέραςΠοιότητας)”) subject to the final assessment of the program by the Bank of Greece, certifying the label, and are issued on an unconditional basis and in accordance

with articles 1-33 of Law 4920/2022 (published in the Government Gazette No 74/A/15.04. 2022), (the “**Covered Bond Law**”) and the decision nr. 215/1/03.02.2023 of the Executive Committee of Bank of Greece issued pursuant to the Covered Bond Law (the “**Secondary Greek Covered Bond Legislation**”) and, together with the Covered Bond Law, the “**Greek Covered Bond Legislation**”). The Covered Bonds are backed by assets forming the Cover Pool of the Issuer and to the extent such assets are governed by Greek law, have the benefit of a statutory pledge established pursuant to Article 14(2) of the Covered Bond Law (the “**Statutory Pledge**”) by virtue of registration statement(s) filed with the Athens Pledge Registry (each a “**Registration Statement**”) pursuant to Article 14(4) of the Covered Bond Law. The form of the Registration Statement is defined in Ministerial Decree No 95630/8-9-2008 (published in the Government Gazette No 1858/B/12-9-2008) of the Minister of Justice. See also “*Overview of Greek Covered Bond Legislation*” below.

#### **Payments on the Covered Bonds**

Payments on the Covered Bonds will be direct and unconditional obligations of the Issuer. Prior to an Issuer Event on each Cover Pool Payment Date the Issuer will apply any funds available to it (including, but not limited to, funds arising in relation to the assets comprised in the Cover Pool) to pay all items which are listed in the Post Issuer Event Priority of Payments. After the occurrence of an Issuer Event on each Cover Pool Payment Date, the Servicer will apply the Covered Bonds Available Funds in accordance with the relevant Priority of Payments.

Following the occurrence of a Cover Pool Event of Default and the delivery of a Notice of Default, on any Athens Business Day, all funds deriving from the Cover Pool Assets and the Transaction Documents will be applied in accordance with the Post-Cover Pool Event of Default Priority of Payments.

#### **Security for the Covered Bonds**

In accordance with the Greek Covered Bond Legislation, by virtue of the Transaction Documents and pursuant to any Registration Statement, the Cover Pool and all cashflows derived therefrom (including any amounts standing to the credit of the Collection Account) will be available both prior to and following a winding up of the Issuer, to satisfy the obligations of the Issuer to the Covered Bondholders and the other Secured Creditors in priority to the Issuer’s obligations to any other creditors, until the repayment in full of the Covered Bonds.

In accordance with the Deed of Charge, security will be created for the benefit of the Trustee on behalf of the Secured Creditors in respect of the Hedging Agreements and any other Transaction Documents governed by English law.

“**Secured Creditors**” means the Covered Bondholders, the Couponholders, the Trustee, any Receiver, the Asset Monitor, the Account Bank, the Agents, the Servicer, the Hedging Counterparties and any other creditor of the Issuer pursuant to

any Transaction Document entered into in the course of the Programme having recourse to the Cover Pool (*provided that* where NBG performs any of the above roles, NBG will not be a Secured Creditor).

“**Receiver**” means any person or persons appointed (and any additional person or persons appointed or substituted) as an administrative receiver, receiver, manager, or receiver and manager of the Charged Property by the Trustee pursuant to the Deed of Charge.

“**Charged Property**” means the property, assets and undertakings charged by the Issuer pursuant to Clause 3 of the Deed of Charge together, where applicable, the property pledged pursuant to the Statutory Pledge.

### **Cross-collateralisation and Recourse**

By operation of the Covered Bond Law and in accordance with the Transaction Documents, the Cover Pool Assets shall form a single portfolio, irrespective of the date of assignment to the Cover Pool and shall be held for the benefit of the Covered Bondholders and the other Secured Creditors irrespective of the Issue Date of the relevant Series. The Covered Bondholders and the other Secured Creditors shall have recourse to the Cover Pool.

The Cover Pool Assets may not be seized or attached in any form by creditors of the Issuer other than by the Trustee on behalf of the Covered Bondholders and the other Secured Creditors.

In order to ensure that the Cover Pool is, at any time, sufficient to meet the payment obligations of the Issuer under the Covered Bonds, the Issuer shall be obliged, within certain limits and upon certain conditions, to effect certain changes to the Cover Pool Assets comprising the Cover Pool. See “*Optional Changes to the Cover Pool*” below.

### **Issue Price**

Covered Bonds of each Series may be issued at par or at a premium or discount to par on a fully-paid basis (in each case, the “**Issue Price**” for such Series or Tranche) as specified in the relevant Final Terms in respect of such Series.

### **Interest Payment Dates**

In relation to any Series of Covered Bonds, the meaning given in the applicable Final Terms (as the case may be).

### **Cover Pool Payment Date**

The 20th day of each month and if such day is not an Athens Business Day the first Athens Business Day thereafter (the “**Cover Pool Payment Date**”).

“**Athens Business Day**” means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in Athens.

**Final maturity and extendable** The final maturity date for each Series (the “**Final Maturity**

**obligations under the Covered Bonds**

**Date**”) will be specified in the relevant Final Terms as agreed between the Issuer and the relevant Dealer(s). Unless specified otherwise in the Final Terms or previously redeemed as provided in the Conditions, the Covered Bonds of each Series will be redeemed at the Final Redemption Amount on the relevant Final Maturity Date.

If the **Issuer** has failed to pay the Final Redemption Amount in respect of a Series of Covered Bonds on the applicable Final Maturity Date specified in the Final Terms, then (subject as provided below) payment of any unpaid Final Redemption Amount by the Issuer shall be automatically deferred until the Extended Final Maturity Date and the relevant Series of Covered Bonds shall become Pass-Through Covered Bonds, provided that any amount representing the Final Redemption Amount due and remaining unpaid on such Series of Pass-Through Covered Bonds after the Final Maturity Date shall be paid by the Issuer on any Interest Payment Date occurring thereafter up to (and including) the relevant Extended Final Maturity Date.

Following the occurrence of an Issuer Event and breach of the Amortisation Test all Series of Covered Bonds become Pass-Through Covered Bonds ("**Pass-Through Covered Bonds**") and the Issuer shall redeem all Series of Covered Bonds on each Interest Payment Date, in accordance with and subject to the relevant Priority of Payments.

Failure to pay by the Issuer of the Final Redemption Amount on any Series of Covered Bonds on the Final Maturity Date shall not constitute a Cover Pool Event of Default for the purposes of Condition (a) (but, for the avoidance of doubt, such failure to pay shall be deemed to be a payment default and, accordingly, constitute an Issuer Event).

Following service of a Notice of Default, any amount outstanding shall bear interest in accordance with Condition 6.8 (*Late Payment*).

**Ratings**

Each Series issued under the Programme will be assigned a rating by the applicable Rating Agency.

**Approval, listing and admission to trading**

Application has been made to the CSSF to approve this document as a base prospectus. Application has also been made and will be made to the Luxembourg Stock Exchange for Covered Bonds issued under the Programme after the date hereof to be admitted to trading on the Luxembourg Stock Exchange’s regulated market and to be listed on the official list of the Luxembourg Stock Exchange.

Covered Bonds may be unlisted or may be listed or admitted to trading, as the case may be, on a regulated market for the purposes of the Markets in Financial Instruments Directive, as

may be agreed between the Issuer, the Trustee and the relevant Dealer(s) in relation to each issue. The Final Terms relating to each Tranche of the Covered Bonds will state whether or not the Covered Bonds are to be listed and/or admitted to trading and, if so, on which regulated markets.

**Clearing Systems**

Euroclear Bank S.A./N.V. (Euroclear), and/or Clearstream Banking, *société anonyme* (Clearstream, Luxembourg) in relation to any Series of Covered Bonds or any other clearing system as may be specified in the relevant Final Terms.

**Selling Restrictions**

There are restrictions on the offer, sale and transfer of the Covered Bonds in the United States, the European Economic Area (including the Hellenic Republic and Luxembourg), the United Kingdom and Japan and such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Covered bonds. See “*Subscription and Sale*” below.

**Greek Covered Bond Legislation**

The Covered Bonds will be issued pursuant to the Greek Covered Bond Legislation.

For further information on the Greek Covered Bond Legislation, see “*Overview of Greek Covered Bond Legislation*” below.

**Governing law**

The Servicing and Cash Management Deed, the Trust Deed, the Deed of Charge, the Agency Agreement, the Asset Monitor Agreement, the Bank Account Agreement, the Programme Agreement, each Custody Agreement, each Subscription Agreement and each Hedging Agreement will be governed by, and construed in accordance with, English law.

The Covered Bonds are governed by and construed in accordance with English law. The Statutory Pledge referred to in Condition 2 (*Status of the Covered Bonds*), is governed by and construed in accordance with Greek law.

**CREATION AND ADMINISTRATION OF THE COVER POOL**

**Principal source of payments under Covered Bonds**

Payments on the Covered Bonds will be direct and unconditional obligations of the Issuer.

Prior to an Issuer Event on each Cover Pool Payment Date the Issuer will apply any funds available to it (including, but not limited to, funds arising in relation to the assets comprised in the Cover Pool) to pay all items in the Post Issuer Event of Default Priority of Payments.

After the occurrence of an Issuer Event on each Cover Pool Payment Date, the Servicer will apply the Covered Bonds Available Funds in accordance with the relevant Priority of Payments.

**The Cover Pool**

Pursuant to the Greek Covered Bond Legislation, the Issuer will be entitled to create the Statutory Pledge over:

- (a) certain eligible assets set out in Article 129 of Regulation 575/2013 (the “**Capital Requirements Regulation**” or “**CRR**”), as amended and in force, pursuant to Article 8 of the Covered Bond Law, including, but not limited to, claims deriving from Loans (including Subsidised Loans) and their Related Security;
- (b) derivative financial instruments limited to the Hedging Agreements satisfying the requirements of Article 13 of the Covered Bond Law, as this is supplemented by Section F of Chapter III of the Secondary Covered Bond Legislation;
- (c) deposits with credit institutions (including any cash flows deriving therefrom) provided that such deposits comply with Article 8 of the Covered Bond Law, as supplemented by Chapter III, Section A of the Secondary Covered Bond Legislation (including the Transaction Account (and therefore the Liquidity Buffer Reserve Ledger) but excluding the Collection Account);
- (d) Liquid Assets; and
- (e) Marketable Assets,

which the Issuer, by virtue of Registration Statements, has created a Statutory Pledge over in accordance with the Greek Covered Bond Legislation;

By virtue of the Registration Statement(s) filed with the Athens Pledge Registry on or prior to the Issue Date for the first Series of Covered Bonds, the Issuer shall segregate the Cover Pool in connection with the issuance of Covered Bonds for the satisfaction of the rights of the Covered Bondholders and the other Secured Creditors.

## **CHANGES TO THE COVER POOL**

**Optional changes to the Cover Pool** The Issuer shall be entitled, subject to filing a Registration Statement so providing, to:

- (a) *Allocation of Further Assets*: allocate to the Cover Pool Additional Cover Pool Assets for the purposes of issuing further Series of Covered Bonds and/or complying with the Statutory Tests and/or maintaining the rating(s) assigned to the Covered Bonds *provided that*, in respect of any New Asset Type (A) Moody's (to the extent it is rating any Covered Bonds at that time) has provided confirmation in writing that the ratings on the Covered Bonds would not be adversely affected by, or withdrawn as a result of addition of the New Asset Type to the Cover Pool (and in the case of any other Rating Agency (to the extent it is rating any Covered Bonds at that time), such Rating Agency has been notified of such

addition); and (B) the risk weighting of the Covered Bonds will not be negatively affected; and

- (b) *Removal or substitution of Cover Pool Assets*: prior to the occurrence of an Issuer Event and provided that no breach of any Statutory Test has occurred or would occur as a result of such removal or substitution (i) remove Cover Pool Assets from the Cover Pool or (ii) substitute Cover Pool Assets with Additional Cover Pool Assets, provided that for any substitution of Additional Cover Pool Assets which are New Asset Types, Moody's (to the extent it is rating any Covered Bonds at that time) has provided confirmation in writing that the ratings on the Covered Bonds would not be adversely affected by, or withdrawn as a result of, such substitution (and in the case of any other Rating Agency (to the extent it is rating any Covered Bonds at that time), such Rating Agency has been notified of such substitution).

Any further assets added to the Cover Pool at the option of the Issuer in accordance with the above shall form part of the Cover Pool.

**“Additional Cover Pool Assets”** means further assets assigned to the Cover Pool by the Issuer for the purposes of issuing further Series of Covered Bonds and/or complying with the Statutory Tests, provided that such assets comply with the Greek Covered Bond Legislation.

**“New Asset Type”** means a new type of mortgage loan originated by the Issuer, which the Issuer intends to assign to the Cover Pool as an Additional Cover Pool Asset, the terms and conditions of which are materially different (in the opinion of the Issuer acting reasonably) from any of the Cover Pool Assets in the Cover Pool. For the avoidance of doubt, a mortgage loan will not constitute a New Asset Type if it differs from any of the Cover Pool Assets in the Cover Pool solely due to it having different interest rates and/or interest periods and/or time periods for which it is subject to a fixed rate, capped rate or any other interest rate or the benefit of any discounts, cash-backs and/or rate guarantees.

**“Minimum Credit Rating”** means at least Baa3 by Moody's.

## **Disposal of the Loan Assets**

Following the occurrence of an Issuer Event which is continuing, the Servicer shall be obliged to sell in whole or in part the Loan Assets in accordance with the provisions of the Servicing and Cash Management Deed. The proceeds from any such sale will be credited to the Transaction Account and applied in accordance with the relevant Priority of Payments.

In certain circumstances the Issuer shall have the right to prevent the sale of Loan Assets to third parties by removing the Loan Assets made subject to sale from the Cover Pool and

transferring within 10 Athens Business Days from the receipt of an offer letter, to the Transaction Account, an amount equal to the price set forth in such offer letter, subject to the provision of a solvency certificate. See “*Description of the Transaction Documents – The Servicing and Cash Management Deed*”.

Following the occurrence of a Cover Pool Event of Default, the Trustee shall be entitled to direct the Servicer to dispose of the Cover Pool.

**Undertakings of the Issuer  
in respect of the Cover Pool**

Pursuant to the Transaction Documents, the Issuer undertakes to manage the Cover Pool in the interest of the Covered Bondholders and the other Secured Creditors and undertakes to take any actions required in order to ensure that the servicing of the Loan Assets is conducted in accordance with the collection policy and recovery procedure applicable to the Issuer.

**Representations and  
Warranties of the Issuer**

Under the Servicing and Cash Management Deed, the Issuer has made and will make certain representations and warranties regarding itself and the Cover Pool Assets including, *inter alia*:

- (i) its status, capacity and authority to enter into the Transaction Documents and assume the obligations expressed to be assumed by it therein;
- (ii) the legality, validity, binding nature and enforceability of the obligations assumed by it;
- (iii) the existence of the Cover Pool Assets, the absence of any lien attaching to the Cover Pool Assets;
- (iv) its full, unconditional, legal title to the Cover Pool Assets; and
- (v) the validity and enforceability against the relevant debtors of the obligations from which the Cover Pool Assets arise.

**Individual Eligibility Criteria**

Each Loan Asset to be included in the Cover Pool shall comply with the following criteria (the “**Individual Eligibility Criteria**”):

- (i) it is an existing Loan, denominated in euro and is owed by Borrowers who are individuals;
- (ii) it is governed by Greek law and the terms and conditions of such Loan do not provide for the jurisdiction of any court outside Greece;
- (iii) its nominal value remains a debt, which has not been paid or discharged;

- (iv) it is secured by a valid and enforceable first ranking Mortgage and/or Pre-Notation over property located in Greece that may be used for residential purposes;
- (v) notwithstanding (iv) above, if the Mortgage and/or Pre-Notation is of lower ranking, (i) the Issuer has determined to its satisfaction acting as a prudent mortgage lender that there are no actual claims capable of being made in connection with such prior ranking Mortgages and/or Pre-Notations; or (ii) the Loans that rank higher have also been originated by the Issuer (or, as applicable, are Loans the legal and beneficial title to which are held by the Issuer) and are included in the Cover Pool;
- (vi) only completed properties secure the Loan;
- (vii) (a) in the case of Loans originated by the relevant Originators, all lending criteria and preconditions applied by the relevant Originator's credit policy and customary lending procedures and the "European Code of Conduct on Mortgage Loans" have been satisfied with regards to the granting of such Loan and (b) in the case of Loans acquired by the Issuer, each loan has been administered by the Issuer from the date of acquisition according to a level of skill, care and diligence of a reasonable, prudent mortgage lender;
- (viii) the purpose of such Loan is either to buy, construct or renovate a property or refinance a loan granted by another bank for one of these purposes;
- (ix) it is either a fixed or floating rate Loan or a combination of both;
- (x) it is not an interest only Loan;
- (xi) it is a Loan that is fully disbursed and in relation to which there is no obligation or possibility to make additional disbursements; and
- (xii) on the date on which such Loan is added in the Cover Pool, it has a maturity of no longer than the day falling 4 years before the Extended Final Maturity Date of the Earliest Maturing Covered Bonds then outstanding.

“**Mortgage**” means the legal charge, standard security, mortgage or charge securing a Loan.

“**Pre-Notation**” means a judicial mortgage pre-notation under Articles 1274 et seq. of the Greek Civil Code granted in respect of a Property.

“**OEK**” means the Greek Worker Housing Association.

“**DYPA**” means the Public Employment Service, previously named the Manpower Employment Organisation (“**OAED**”), which succeeded in full the OEK by virtue of Greek Law 4144/2013 and other relevant legislation; any references to DYPA shall include reference to OEK and/or OAED as appropriate.

“**Subsidised Interest Amounts**” means the interest subsidy amounts, which for the avoidance of doubt shall only be denominated in euro, due and payable from the Greek State in respect of the State Subsidised Loans and/or from the DYPA in respect of the DYPA Subsidised Loans and/or from any other Greek State subsidised entity in respect of any other Subsidised Loan (as the case may be).

“**Subsidised Loan**” means either the DYPA Subsidised Loans, the State Subsidised Loans or the State/DYPA Subsidised Loan or loans subsidised by any additional Greek State subsidised or owned entity, which for the avoidance of doubt are only denominated in euro.

“**DYPA Subsidised Loans**” means those Loans, which for the avoidance of doubt are only denominated in euro, in respect of which the DYPA makes payment of Subsidised Interest Amounts pursuant to the applicable laws and the DYPA Framework Agreement.

“**State/DYPA Subsidised Loans**” means those Loans, which for the avoidance of doubt are only denominated in euro, which are both State Subsidised Loans and DYPA Subsidised Loans.

“**State Subsidised Loans**” means those Loans, which for the avoidance of doubt are only denominated in euro, in respect of which the Hellenic Republic makes payment of Subsidised Interest Amounts pursuant to all applicable laws.

### **Monitoring of the Cover Pool**

Prior to an Issuer Event, the Servicer shall verify that the Cover Pool satisfies the following aggregate criteria:

- (i) the Cover Pool satisfies the Nominal Value Test;
- (ii) the Cover Pool satisfies the Net Present Value Test; and
- (iii) the Cover Pool satisfies the Interest Cover Test, (collectively, the “**Statutory Tests**” and each a “**Statutory Test**”).

The Servicer shall provide such verifications on each Applicable Calculation Date.

“**Applicable Calculation Date**” means, in respect of the Nominal Value Test, Net Present Value Test and the Interest Cover Test, each Calculation Date which falls in January, April, July and October of each year.

## Statutory Tests

Pursuant to the Greek Covered Bond Legislation, the Cover Pool is subject to the Statutory Tests as set out in the Secondary Covered Bond Legislation. Failure of the Issuer to cure a breach of any one of the Statutory Tests within two Athens Business Days will result in the Issuer not being able to issue further Covered Bonds. The Statutory Tests will include the following:

- (a) *The Nominal Value Test:* On each Applicable Calculation Date prior to an Issuer Event which is continuing, the Issuer must ensure that, as at the last calendar day of the calendar month immediately preceding such Applicable Calculation Date, the Nominal Value of the Cover Pool exceeds the Euro Equivalent of the Principal Amount Outstanding of all Series of Covered Bonds by the Minimum OC Percentage (or such higher percentage which the Issuer may determine in accordance with the Servicing and Cash Management Deed). In order to assess compliance with this test, all of the assets comprising the Cover Pool shall be evaluated at their nominal value, with the exception of any Hedging Agreement which shall instead be evaluated at its mark to market value.

“**Nominal Value of the Cover Pool**” has the meaning given to it in Clause 7.1 (*Nominal Value Test*) of the Servicing and Cash Management Deed.

“**Marketable Assets**” has the meaning given to that term in the Act of the Monetary Policy Council of the Bank of Greece No. 96/22.4.2015, as in force and amended from time to time, and which comply with the requirements for Eligible Investments, are allowed to be included in the Cover Pool only for the purposes of overcollateralisation and will be included in assessing compliance with the Statutory Tests.

- (b) *The Net Present Value Test:* On each Applicable Calculation Date prior to an Issuer Event which is continuing, the Issuer must ensure that, as at the last calendar day of the calendar month immediately preceding such Applicable Calculation Date, the net present value of the Covered Bond Liabilities is less than or equal to the Net Present Value of the Cover Pool, including the Interest Rate Swap and Covered Bond Swap.

The Net Present Value Test must also be satisfied under the assumption of parallel shifts of the yield curve by 200 basis points.

In addition, on Applicable Calculation Date, the Servicer shall determine whether, as at the last calendar day of the calendar month immediately preceding such

Calculation Date, the limits set forth in Article 129 paragraph 1, lett. 1a, lett. (a)(b)(c) and (d) and Section H of the Secondary Covered Bond Legislation are complied with in the calculation of the net present value of the Interest Rate Swap, the Covered Bond Swaps and the Transaction Account (if not held with the Issuer).

- (c) *The Interest Cover Test:* On each Applicable Calculation Date prior to an Issuer Event which is continuing, the Issuer must ensure that, as at the last calendar day of the calendar month immediately preceding such Applicable Calculation Date, the amount of interest due on all Series of Covered Bonds does not exceed the amount of interest expected to be received (including, in respect of Subsidised Loan, for these purposes any Subsidised Interest Amounts that are expected to be received during such period but excluding any amounts from Borrowers which represent the cost to the Issuer of the Levy in respect of such Loan) in respect of the assets comprised in the Cover Pool (including the Interest Rate Swap and the Covered Bond Swaps) and the Marketable Assets and Liquid Assets which are to be included for the purpose of valuation in accordance with Article 17 of the Covered Bond Law and Chapter III (G) of the Secondary Covered Bond Legislation, in each case during the period of 12 months from such Applicable Calculation Date.

**“Calculation Date”** means five Athens Business Days prior to each Cover Pool Payment Date.

**“Eligible Investments”** means any Marketable Assets and/or Liquid Assets denominated in Euro, provided that, in all cases:

- (a) such investments are immediately repayable on demand, disposable without penalty or have a maturity date falling on or before the next Cover Pool Payment Date;
- (b) such investments provide a fixed principal amount at maturity (such amount not being lower than the initially invested amount); and
- (c) each of the debt securities or other debt instruments and the issuing entity or (in the case of debt securities or other debt instruments which are fully and unconditionally guaranteed on an unsubordinated basis) the guaranteeing entity are rated at least:

(A) A2 and P-1 by Moody's, with regards to investments having a maturity of up to 365 days where such investments are given both a short-term and a long-term rating by the relevant Rating Agency; or

(B) P-1 by Moody's with regards to investments having a maturity of up to 365 days where such investments are given a short-term rating but not a long-term rating by the relevant Rating Agency,

provided that if the then outstanding Covered Bonds are rated Ba1 or lower by Moody's or BB(H):

(1) P-1 by Moody's with regards to investments having a maturity of up to 365 days where such investments carry both short term and long term ratings; and

(2) P-1 by Moody's with regards to investments having a maturity of up to 365 days where such investment, are given a short-term rating but not a long-term rating by the relevant Rating Agency; or

(d) each of the debt securities or other debt instruments is issued by a money market fund or variable net asset value fund, in each case having a money market fund rating from Moody's that would comply with the requirement I(c)(i) above.

For the purposes of calculating the Interest Cover Test set out above, each Loan will be deemed to have an outstanding principal balance of and bear interest on an amount equal to the lower of:

- a) the Euro Equivalent of the actual Outstanding Principal Balance of the relevant Loan in the Cover Pool as calculated on the relevant Applicable Calculation Date;
- b) the Euro Equivalent of the latest of either the physical valuation or the Prop Index Valuation relating to that Loan multiplied by 0.80, less the Outstanding Principal Balance of any first-ranking Loan if such Loan is a

second-ranking Loan, provided that such Loan can never be given a value of less than zero; and

- c) if a default is considered to have occurred pursuant to article 178 of Regulation (EU) No 575/2013 and in any case if a relevant Loan is in arrear of more than 90 days, zero,
- d) and each Loan shall be deemed to bear interest on the lower of the amounts calculated in (i), (ii) and (iii) above.

In addition, in calculating such tests, all Loans that do not comply with the representations and warranties during the immediately preceding Calculation Period, shall be given a zero value.

“**Levy**” means the levy payable under Greek law 128/1975, as amended and in force.

“**Prop Index Valuation**” means the index of movements in house prices issued by Prop Index SA in relation to residential properties in Greece.

### **Breach of Statutory Tests**

If on an Applicable Calculation Date any one or more of the Statutory Tests being tested on such Applicable Calculation Date are not satisfied, the Issuer must take immediate action to cure any breach(es) of the relevant Statutory Tests.

The Servicer or (where NBG is not the Servicer) the Issuer, as the case may be will immediately notify in writing the Trustee of any breach of any of the Statutory Tests.

In the event that the Issuer breaches any Statutory Test (and such breach is not remedied within two Athens Business Days) the Issuer will not be permitted to issue any further Covered Bonds until such time as such Statutory Test breach has been cured.

### **Verification of calculation of Liquidity Buffer Reserve Required Amount**

Pursuant to the Servicing and Cash Management Deed, on each Cover Pool Payment Date, an amount equal to the Liquidity Buffer Reserve Required Amount (less the nominal value of any Liquid Assets purchased from amounts standing to the credit of the Liquidity Buffer Reserve which have not matured on or prior to such date) (the “**Liquidity Buffer Reserve Withdrawal Amount**”) will be debited from the Liquidity Buffer Reserve Ledger and applied as Covered Bonds Available Funds.

In accordance with the Asset Monitor Agreement, the Asset Monitor will verify the arithmetic accuracy of the calculations performed by the Servicer in relation to the relevant Statutory Test on the First Issue Date and the Statutory Tests and the Liquidity Buffer Reserve Required Amount.

“**Liquidity Buffer Reserve Required Amount**” means maximum cumulative net liquidity outflow of the Programme over the next one hundred eighty (180) days following such Calculation Date, *provided that* for the purposes of calculating the maximum cumulative net liquidity outflows, the Principal Amount Outstanding of the Covered Bonds shall be deemed to be due on the relevant Extended Final Maturity Date (where applicable) and not on the relevant Final Maturity Date.

#### **Amortisation Test**

In addition to the Statutory Tests, pursuant to the Servicing and Cash Management Deed the Servicer shall determine, Calculation Date following an Issuer Event which is continuing, whether the Nominal value of the Cover Pool exceeds an amount equal to the Euro Equivalent of the aggregate Principal Amount Outstanding of all Series of Covered Bonds *plus* senior expenses that rank in priority or *pari passu* with amounts due on the Covered Bonds, by the Minimum OC Percentage (the “**Amortisation Test**”). The Amortisation Test is intended to ensure that the Cover Pool Assets are sufficient to meet the obligations under all Covered Bonds outstanding together with senior expenses that rank in priority or *pari passu* with amounts due on the Covered Bonds.

Following the occurrence of an Issuer Event and breach of the Amortisation Test, all Cover Pool Available Funds will be applied to repay all Series of Covered Bonds subject to and in accordance with the relevant Priority of Payments.

The Servicer will immediately notify in writing the Trustee of any breach of the Amortisation Test.

#### **Amendment to definitions**

The Servicing and Cash Management Deed will provide that the definitions of Cover Pool, Cover Pool Asset, Individual Eligibility Criteria, Statutory Test and Amortisation Test may be amended by the Issuer from time to time without the consent of the Trustee as a consequence of the inclusion in the Cover Pool of a New Asset Type and/or changes to the hedging policies or servicing and collection procedures of the Issuer and/or as a result of any updates, amendments or supplements to the Greek Covered Bond Legislation, *provided that* Moody’s (to the extent it is rating any Covered Bonds at that time) has provided confirmation in writing that the ratings on the Covered Bonds would not be adversely affected by, or withdrawn as a result of such amendment, and in the case of any other Rating Agencies (to the extent it is rating any Covered Bonds at that time), such Rating Agency has been notified of such amendment

See “*Description of the Transaction Documents – The Servicing and Cash Management Deed – Amendment to Definitions*”.

## Issuer Events

Prior to the occurrence of a Cover Pool Event of Default, if any of the following events (each, an Issuer Event) occurs and is continuing:

- (i) an Issuer Insolvency Event (as defined below) (except, for the avoidance of doubt, that the occurrence of any event specified under paragraph (f) of such definition shall not give rise to an Issuer Event);
- (ii) the Issuer fails to pay any principal or interest in respect of any Series of Covered Bonds within a period of seven Athens Business Days from the due date thereof;
- (iii) the Issuer fails to pay the Final Redemption Amount in respect of any Series of Covered Bonds on the Final Maturity Date (notwithstanding that the relevant Series of Covered Bonds has an Extended Final Maturity Date);
- (iv) default is made by the Issuer in the performance or observance of any obligation, condition or provision binding on it (other than any obligation for the payment of amounts due under the Covered Bonds or Coupons of any Series) under the Trust Deed, the Deed of Charge or any other Transaction Document to which the Issuer is a party which, in the opinion of the Trustee would have a materially prejudicial effect on the interests of the Covered Bondholders of any Series and (except where such default is or the effects of such default are, in the opinion of the Trustee, not capable of remedy when no such continuation and notice as is hereinafter mentioned will be required) such default continues for 30 days (or such longer period as the Trustee may permit) after written notice has been given by the Trustee to the Issuer requiring the default to be remedied;
- (v) any present or future Indebtedness in respect of moneys borrowed or raised in an amount of €10,000,000 or more (other than Indebtedness under this Programme) of the Issuer becomes due and payable prior to the stated maturity thereof as extended by any grace period originally applicable thereto; or if any present or future guarantee of, or indemnity given by the Issuer in respect of such Indebtedness is not honoured when called upon or within any grace period originally applicable thereto; or
- (vi) if there is a breach of a Statutory Test on an Applicable Calculation Date and such breach is not remedied within two Athens Business Days,

then (i) no further Covered Bonds will be issued, (ii) the Servicer will procure that any and all payments due under the Cover Pool Assets effected on the Collection Account are transferred henceforth directly to the Transaction Account

pursuant to the provisions of the Servicing and Cash Management Deed, (iii) all collections of principal and interest on the Cover Pool Assets will be dedicated exclusively to the payment of interest and repayment of principal on the Covered Bonds and to the fulfilment of the obligations of the Issuer vis-à-vis the Secured Creditors in accordance with the Post-Issuer Event Priority of Payments and (iv) if NBG is the Servicer, its appointment as Servicer will be terminated and a new servicer will be appointed pursuant to the terms of the Servicing and Cash Management Deed and the Secondary Covered Bond Legislation.

“**Indebtedness**” means all indebtedness in respect of moneys borrowed on the capital markets.

“**Issuer Insolvency Event**” means, in respect of NBG:

- a) NBG stops payment of part or all of its debts;
- b) NBG having resolved to enter into voluntary liquidation, other than in respect of reconstruction, merger or amalgamation as approved in writing by the Trustee or by an Extraordinary Resolution of the Covered Bondholders or which has been effected in compliance with Condition 17 (*Substitution of the Issuer*);
- c) NBG admits in writing its inability to pay or meet its debts;
- d) NBG is forced to enter into liquidation pursuant to Greek law, other than in respect of reconstruction, merger or amalgamation as approved in writing by the Trustee or by an Extraordinary Resolution of the Covered Bondholders or which has been effected in compliance with Condition 17 (*Substitution of the Issuer*);
- e) a receiver, trustee or other similar official is appointed in relation to the Issuer or in relation to all or a substantial part of the assets of the Issuer, or an interim supervisor of the Issuer is appointed or an encumbrancer takes possession of all or a substantial part of the assets of the Issuer, or a distress or execution or other process is levied or enforced upon or sued out against the whole or a substantial part of the assets of the Issuer and in any of the foregoing cases such event is not discharged within 60 days of the occurrence;
- f) notification by the Bank of Greece that the conditions of article 32 of the BRR Law apply or the imposition on the Issuer of resolution measures in accordance with article 37ff of the BRR Law;

- g) a supervisor (*Epitropos*) of the Issuer is appointed in accordance with article 137 of Greek Banking Legislation or the Issuer is placed in liquidation in accordance with article 145 of the Greek Banking Legislation; or
- h) any action or step is taken which has a similar effect to the foregoing.

### **Authorised Investments**

Pursuant to the Servicing and Cash Management Deed, the Servicer is entitled to draw sums from time to time standing to the credit of the Transaction Account for effecting Authorised Investments.

In accordance with the terms of the Servicing and Cash Management Deed, prior to an Issuer Event, the Servicer may, in its discretion, invest sums in Authorised Investments.

**“Authorised Investments”** means each of:

- (a) Euro denominated demand or time deposits, certificates of deposit, long-term debt obligations and short-term debt obligations (including commercial paper) provided that in all cases such investments are rated at least P-1 by Moody's (or such other ratings that may be agreed by the Rating Agencies from time to time), have a remaining period to maturity of 30 days or less and mature on or before the next following Cover Pool Payment Date and the short-term, unsecured, unguaranteed and unsubordinated debt obligations of the issuing or guaranteeing entity or the entity with which the demand or time deposits are made are rated at least P-1 by Moody's (or such other ratings that may be agreed by the Rating Agencies from time to time);
- (b) Euro denominated government and public securities, provided that such investments have a remaining period to maturity of 30 days or less and mature on or before the next following Cover Pool Payment Date and which are rated Aaa by Moody's (or such other ratings that may be agreed by the Rating Agencies from time to time); and
- (c) Euro denominated residential mortgage backed securities provided that such investments have a remaining period to maturity of 30 days or less and mature on or before the next following Cover Pool Payment Date, are actively traded in a continuous, liquid market on a recognised stock exchange, are held widely across the financial system, are available in an adequate supply and which are rated at least Aaa by

Moody's (or such other ratings that may be agreed by the Rating Agencies from time to time),

*provided that* (A) such Authorised Investments (i) shall provide a fixed principal amount due at its maturity (such amount not being lower than the initially invested amount) and shall not include any embedded options (i.e. it shall not be callable, puttable, or convertible), unless full payment of principal is paid in cash upon the exercise of the embedded option, (ii) satisfy the requirements for rating levels and maturities of Article 129(1)(c) of the Capital Requirements Regulation (EU) 575/2013 and (iii) satisfy the requirements for eligible assets that can collateralise covered bonds under article 8 of the Covered Bond Law, as this is supplemented by Chapter III, Section A of the Secondary Covered Bond Legislation and (B) provided further that such investments may not consist, in whole or in part, actually or potentially, of (i) credit-linked notes or similar claims resulting from the transfer of credit risk by means of credit derivatives or (ii) asset-backed securities, irrespective of their subordination, status or ranking, or (iii) swaps, other derivatives instruments, or synthetic securities, or (iv) any other instrument from time to time specified in the European Central Bank monetary policy regulations applicable from time to time as being instruments in which funds underlying asset-backed securities eligible as collateral for monetary policy operations sponsored by the European Central Bank may not be invested.

### **Servicing and collection procedures**

The Servicer will be responsible for the servicing of the Cover Pool, including, *inter alia*, for the following activities:

- (a) collection and recovery in respect of each Cover Pool Asset;
- (b) administration and management of the Cover Pool;
- (c) management of any judicial or extra judicial proceeding connected to the Cover Pool;
- (d) keeping accounting records of the amounts due and collected under the Loan Assets and the Hedging Agreements;
- (e) preparation, upon request of the Issuer, the Trustee or the Rating Agencies, of monthly reports (to be delivered to the Issuer, the Trustee and the Rating Agencies (in each case if requested) on the amounts due by debtors, and on the collections and recoveries made in respect of the Loan Assets and Hedging Agreements; and
- (f) carrying out the reconciliation of the amounts due and the amounts effectively paid by the debtors under the Loans on the relevant Cover Pool Payment Date.

## ACCOUNTS AND CASH FLOW STRUCTURE:

### Collection Account

Prior to an Issuer Event which is continuing, the Issuer ( or the Servicer on behalf of the Issuer) will deposit on a daily basis within one Athens Business Day of receipt, all collections of interest and principal it receives on the Cover Pool Assets and all moneys received from Marketable Assets, Liquid Assets and Authorised Investments, if any, included in the Cover Pool into a segregated euro-denominated account maintained at NBG (the “**Collection Account**”). NBG will not commingle any of its own funds and general assets with amounts standing to the credit of the Collection Account. For the avoidance of doubt, any cash amounts standing to the credit of the Collection Account shall not comprise part of the Cover Pool for purposes of the Statutory Tests.

To the extent not otherwise pre-funded by the Servicer, prior to the occurrence of an Issuer Event which is continuing, the Servicer shall procure that all Subsidy Payments received from the DYPA and/or the Greek State or any other Greek State-owned entity in respect of the Subsidised Loans will be deducted from the applicable Subsidy Bank Account and paid into the Collection Account within three Athens Business Days of receipt.

All amounts deposited in, and standing to the credit of, the Collection Account shall constitute segregated property distinct from all other property of NBG pursuant to Article 14 of the Covered Bond Law.

“**Additional Business Centre**” has the meaning (if any) given in the applicable Final Terms.

“**Subsidy Bank Account**” means the DYPA Savings Account, the NBG BoG Account and any other bank accounts in the name of the DYPA, the Greek State or any other Greek State owned entity maintained in respect of the Subsidised Loans with either the Bank of Greece, NBG, the Replacement Servicer, or if the Replacement Servicer is not a Credit Institution, with the Credit Institution appointed by such Replacement Servicer in accordance with the Servicing and Cash Management Deed, as applicable;

“**Subsidy Payments**” means the aggregate of all amounts, which for the avoidance of doubt shall only be denominated in euro, actually received from the DYPA, the Greek State and any other Greek State subsidised entity representing the Subsidised Interest Amounts in respect of the Subsidised Loans comprised in the Cover Pool.

“**DYPA Savings Account**” means the savings bank account in the name of the DYPA maintained in respect of the DYPA Subsidised Loans with NBG, the Replacement Servicer or, if the Replacement Servicer is not a Credit Institution, with the Credit Institution appointed by such Replacement Servicer in accordance with Servicing and Cash Management Deed, as applicable.

“**NBG BoG Account**” means the bank account in the name of NBG, maintained in respect of the State Subsidised Loans with the Bank of Greece.

“**Credit Institution**” means a credit institution for the purposes of the Greek Banking Legislation.

“**Replacement Servicer**” means any entity appointed as a substitute servicer in accordance with Clause 22 of the Servicing and Cash Management Deed.

## **Transaction Account**

On or about the Programme Closing Date, a segregated Euro denominated account was established with the Account Bank (the “**Transaction Account**”).

Following the occurrence of an Issuer Event (as defined above), the Servicer shall (i) procure that within two days after the occurrence of such Issuer Event, all collections of principal and interest on deposit in the Collection Account be transferred to the Transaction Account. Following the occurrence of an Issuer Event, the Transaction Account will be used for the crediting of the following amounts:

- (a) any amounts standing to the credit of the Collection Account;
- (b) any amount received by the Issuer or the Servicer in respect of the Loan Assets, Marketable Assets and Liquid Assets;
- (c) all amounts received by the Issuer for effecting payments on the Covered Bonds;
- (d) all amounts received by the Issuer to effect an optional substitution of Cover Pool Assets (including any amount deposited by the Issuer to prevent a sale of the Loan Assets to a third party);
- (e) all amounts received in connection with the sale of a Cover Pool Asset;
- (f) all amounts received by the Issuer pursuant to the Interest Rate Swap and the Covered Bond Swaps (other than Swap Collateral Excluded Amounts (if any)); and
- (g) all amounts deriving from the maturity or liquidation of Authorised Investments; and
- (h) any Subsidy Payments received from the DYPA and/or the Greek State and/or any other Greek State subsidised or owned entity.

The Issuer (or the Servicer on its behalf) will maintain records in relation to the Transaction Account in accordance with the Transaction Documents.

## **Covered Bonds Available Funds**

Following the occurrence of an Issuer Event, the Issuer shall transfer any amounts it receives in respect of any Cover Pool Assets to the Transaction Account within two Athens Business Days of receipt.

The Transaction Account will be maintained with the Account Bank for as long as the Account Bank is an Eligible Institution.

Following the occurrence of an Issuer Event, payments on the Covered Bonds will be made from the Covered Bonds Available Funds in accordance with the relevant Priority of Payments.

**“Covered Bonds Available Funds”** means, at any time upon or after the occurrence of an Issuer Event in respect of any Cover Pool Payment Date, as the case may be, the aggregate of:

(a) all amounts standing to the credit of the Transaction Account at the immediately preceding Calculation Date (other than amounts standing to the credit of the Liquidity Buffer Reserve Ledger);

(b) all amounts (if any) paid or to be paid on or prior to such Cover Pool Payment Date by the Hedging Counterparties into the Transaction Account pursuant to the Hedging Agreement(s);

(c) all amounts of interest paid on the Transaction Account during the Interest Period immediately preceding such Cover Pool Payment Date;

(d) the Liquidity Buffer Reserve Withdrawal Amount; and

(e) all amounts deriving from repayment at maturity of any Authorised Investment, Marketable Assets and Liquid Assets on or prior to such Cover Pool Payment Date.

For the avoidance of doubt:

(i) should there be any duplication in the amounts included in the different items of the Covered Bonds Available Funds above, the Servicer shall avoid such duplication when calculating the Covered Bonds Available Funds; and

(ii) the Covered Bonds Available Funds will not include any asset (including, without limitation, cash or securities) which is paid or transferred by any Hedging Counterparty to the Issuer as collateral to secure the performance by such Hedging Counterparty of its obligations under a Hedging Agreement together with any income or distributions received in respect of such asset and any equivalent or replacement of such asset into which such asset is transferred but which may not be applied at such time in satisfaction of the obligations of the relevant Hedging Counterparty under the terms of such Hedging Agreement.

**“Swap Collateral”** means, at any time, any asset (including, without limitation, cash and/or securities) which is paid or

transferred by a Swap Provider to the Issuer as collateral in respect of the performance by such Swap Provider of its obligations under the relevant Hedging Agreement together with any income or distributions received in respect of such asset and any equivalent of such asset into which such asset is transformed.

#### **Cover Pool Event of Default**

If, following an Issuer Event, any of the following events occurs (a “**Cover Pool Event of Default**”):

- (a) on the Extended Final Maturity Date in respect of any Series of Pass-Through Covered Bonds there is a failure to pay any amount of principal due on such Pass-Through Covered Bonds on such date and such default is not remedied within a period of seven Athens Business Days from the due date thereof; or
- (b) on any Interest Payment Date, a default in the payment of the amount of interest due on any Series of Pass-Through Covered Bonds and any other Series of Covered Bonds occurs and such default is not remedied within a period of 14 Athens Business Days from the due date thereof;

then the Trustee shall, upon receiving notice from the Principal Paying Agent, or the Servicer, of the occurrence of such Cover Pool Event of Default, serve a notice (a “**Notice of Default**”) on the Issuer.

Following the service of a Notice of Default, the Covered Bonds of each Series shall become immediately due and payable.

Following the occurrence of a Cover Pool Event of Default, the Trustee shall be entitled to direct the Servicer to dispose of the Cover Pool. See “*Description of Principal Documents - Servicing and Cash Management Deed*”.

#### **Priority of Payments Prior to the delivery of a Notice of Default**

Following an Issuer Event but prior to the delivery of a Notice of Default, the Servicer shall apply all Covered Bonds Available Funds on each Cover Pool Payment Date in making the following payments and provisions in the following order of priority (the **Post-Issuer Event Priority of Payments**) (in each case only if and to the extent that payments of a higher priority have been made in full):

- (i) *first*, in or towards satisfaction of all amounts then due and payable or to become due and payable prior to the next Cover Pool Payment Date to the Trustee (including remuneration payable to it) under the provisions of the Trust Deed together with interest and applicable VAT (or other similar taxes) thereon to the extent provided therein;
- (ii) *second, pari passu and pro rata* according to the respective amounts thereof to pay any additional fees, costs, expenses and taxes due and payable on the Cover

Pool Payment Date or to provide for all such amounts that will become due and payable prior to the next Cover Pool Payment Date to fund any notice to be given to any parties in accordance with any of the Transaction Documents or to the Covered Bondholders;

- (iii) *third, pari passu* and *pro rata* according to the respective amounts thereof, (a) to pay all amounts due and payable on the Cover Pool Payment Date, or to provide for all such amounts that will become due and payable prior to the next Cover Pool Payment Date (and for which payment has not been provided for elsewhere in the relevant Priorities of Payments), to any Secured Creditors other than the Covered Bondholders with the exception of any amount due to be paid, or that will become due and payable prior to the next Cover Pool Payment Date, to the Hedging Counterparties under the Hedging Agreements, and (b) to the Servicer an amount representing the cost of the Levy in respect of such Loans received from Borrowers, such amount to be used by the Servicer towards satisfaction of the Issuer's obligation to pay any Levy;
- (iv) *fourth, pari passu* and *pro rata*, according to the respective amounts thereof (a) to pay all amounts of interest due and payable on the Pass-Through Covered Bonds and on the Covered Bonds on the Cover Pool Payment Date, or to provide for all such amounts that will become due and payable prior to the next Cover Pool Payment Date on any Covered Bonds and (b) to pay any amounts due and payable on the Cover Pool Payment Date, or to provide for all such amounts that will become due and payable prior to the next Cover Pool Payment Date under any Hedging Agreement other than Subordinated Termination Payments to any Hedging Counterparties under any such Hedging Agreement;
- (v) *fifth*, to credit the Liquidity Buffer Reserve Ledger with an amount equal to the difference between the Liquidity Buffer Reserve Required Amount and the aggregate of the amount standing to the credit of the Liquidity Buffer Reserve Ledger and the nominal value of Liquid Assets which have not matured on or prior to such Cover Pool Payment Date (other than Liquid Assets represented by amounts previously credited to the Liquidity Buffer Reserve Ledger) purchased from amounts previously credited to the Liquidity Buffer Reserve Ledger after having made the payments under paragraphs (i) to (iv) above, only to the extent that the same would not give rise to a Cover Pool Event of Default pursuant to these Conditions;

- (vi) *sixth*, to pay *pari passu* and *pro rata*, according to the respective amounts thereof all amounts of principal due and payable in respect of any Series of Pass-Through Covered Bonds and any other Series of Covered Bonds then outstanding on the Cover Pool Payment Date, or to provide for all such amounts that will become due and payable prior to the next Cover Pool Payment Date (if any) on any Series of Pass-Through Covered Bonds and any other Series of Covered Bonds;
- (vii) *seventh*, for so long as any Covered Bonds remain outstanding, any remaining Covered Bonds Available Funds will remain standing to the credit of the Transaction Account, or, as applicable, be deposited in the Transaction Account;
- (viii) *eighth*, to pay *pari passu* and *pro rata*, according to the respective amounts thereof, any amount due and payable on the Cover Pool Payment Date, or to provide for all such amounts that will become due and payable prior to the next Cover Pool Payment Date to any Hedging Counterparties arising out of any Subordinated Termination Payment; and
- (ix) *ninth*, to pay any excess to the Issuer.

“**Subordinated Termination Payment**” means any termination payments due and payable to any Hedging Counterparty under a Hedging Agreement where such termination results from (a) an Additional Termination Event - "Ratings Event" as specified in the schedule to the relevant Hedging Agreement, (b) bankruptcy of the relevant Hedging Counterparty, or (c) any default and/or failure to perform by such Hedging Counterparty under the relevant Hedging Agreement, other than, in the event of (a) or (c) above, the amount of any termination payment due and payable to such Hedging Counterparty in relation to the termination of such transaction to the extent of any premium received by the Issuer from a replacement hedging counterparty.

Following the occurrence of a Cover Pool Event of Default and the delivery of a Notice of Default all funds deriving from the Cover Pool Assets and the Transaction Documents, standing to the credit of the Transaction Account shall be applied on any Athens Business Day in accordance with the following order of priority of payments (the “**Post Cover Pool Event of Default Priority of Payments**” and, together with the Post Issuer Event Priority of Payments, the “**Priorities of Payments**” and, each of them a “**Priority of Payments**”) (in each case only if and to the extent that payments of a higher priority have been made in full) provided that any such amount has not been paid by the Issuer using funds not forming part of the Cover Pool:

- (i) *first*, to pay any Indemnity to which the Trustee is entitled pursuant to the Trust Deed and any costs and expenses

incurred by or on behalf of the Trustee (a) following the occurrence of a Potential Cover Pool Event of Default in connection with or as a result of serving on the Issuer a Notice of Default (to the extent that any such amounts have not yet been paid out of the Covered Bonds Available Funds before the delivery of a Notice of Default) and (b) following the delivery of a Notice of Default in connection with or as a result of the enforcement of (A) the security granted under the Statutory Pledge and the Deed of Charge and/or (B) any other right or remedy that the Trustee is entitled to, or is required to pursue, under or in connection with the Transaction Documents and the Covered Bonds for the purpose of protecting the interests of the Covered Bondholders and the other Secured Creditors;

- (ii) *second, pari passu and pro rata* according to the respective amounts thereof, (a) to pay all amounts of interest and principal then due and payable on any Covered Bonds, (b) to pay any additional fees, costs, expenses and taxes due and payable in connection with any listing or deposit of the Covered Bonds or to fund any notice to be given to any parties in accordance with any of the Transaction Documents or to the Covered Bondholders, (c) to pay all amounts due and payable to any Secured Creditors, other than the Covered Bondholders and (d) any amounts due and payable under any Hedging Agreement other than the Subordinated Termination Payments to any Hedging Counterparties under any such Hedging Agreements; and
- (iii) *third, to pay pari passu and pro rata*, according to the respective amounts thereof, any amount due and payable to any Hedging Counterparties arising out of any Subordinated Termination Payment; and
- (iv) *fourth*, following the payment in full of all items under (i) to (iii) above, to pay all excess amounts to the Issuer.

“**Indemnity**” means any indemnity amounts due to the Trustee under Clause 14 of the Trust Deed.

## **Servicing and Cash Management Deed**

Under the terms of the Servicing and Cash Management Deed entered into on the Programme Closing Date between the Issuer, the Trustee and the Servicer (as amended and restated, the “**Servicing and Cash Management Deed**”), the Issuer has been authorised, subject to the conditions specified therein, to administer the cash flows arising from the Cover Pool.

The Servicing and Cash Management Deed sets forth the terms and conditions upon which the Servicer shall be required to administer the Cover Pool Assets.

Pursuant to the Servicing and Cash Management Deed the Servicer has undertaken to prepare and deliver certain reports in

connection with the Loan Assets. Pursuant to the Servicing and Cash Management Deed, the Servicer will agree to perform certain obligations in connection with the management of the Cover Pool.

The Servicing and Cash Management Deed contains provisions under which the Issuer shall be obliged upon the terms and subject to the conditions specified therein, to appoint an appropriate entity to perform the Servicing and Cash Management Activities to be performed by the Servicer.

**“Programme Closing Date”** means 26 November 2008.

See *“Description of the Principal Documents – The Servicing and Cash Management Deed”*.

#### **Asset Monitor Agreement**

Under the terms of the asset monitor agreement entered into on the Programme Closing Date between the Asset Monitor, the Servicer, the Issuer and the Trustee (as amended and restated, the **“Asset Monitor Agreement”**), the Asset Monitor has agreed to carry out various testing and notification duties in relation to the calculations performed by the Servicer in relation to the Statutory Tests, the Liquidity Buffer Reserve Required Amount and, if required, the Amortisation Test.

#### **Trust Deed**

Under the terms of the Trust Deed entered into on the Programme Closing Date (as amended and restated) between the Issuer and the Trustee, the Trustee has been appointed to act as the Covered Bondholders’ representative in accordance with Article 14(3) of the Covered Bond Law.

#### **Deed of Charge**

The Issuer shall, where necessary, assign its rights arising under the Hedging Agreements and any Transaction Document governed by English law to the Trustee (on trust for itself and on behalf of the Covered Bondholders and the other Secured Creditors) in accordance with a deed of charge (the **“Deed of Charge”**).

In addition, the Covered Bondholders and the other Secured Creditors have agreed that, upon the occurrence of an Issuer Event, all the Covered Bonds Available Funds will be applied in or towards satisfaction of all the Issuer’s payment obligations towards the Covered Bondholders and the other Secured Creditors, in accordance with the terms of the Servicing and Cash Management Deed and the relevant Priority of Payments.

The Trustee has been authorised, in accordance with the Servicing and Cash Management Deed, subject to a Notice of Default being delivered to the Issuer following the occurrence of a Cover Pool Event of Default or upon failure by the Issuer to exercise its rights under the Transaction Documents, to exercise, in the name and on behalf of the Issuer, all the Issuer’s rights arising out of the Transaction Documents to which the Issuer is a party.

The Deed of Charge is governed by English Law.

#### **Agency Agreement**

Under the terms of an agency agreement entered into on the Programme Closing Date between the Issuer, the Agents and the Trustee (as amended and restated) (the “**Agency Agreement**”), the Agents have agreed to provide the Issuer with certain agency services and the Paying Agents have agreed, *inter alia*, to make available for inspection such documents as may be required from time to time by the rules of the Luxembourg Stock Exchange and to arrange for the publication of any notice to be given to the Covered Bondholders.

#### **Bank Account Agreement**

Under the terms of the bank account agreement entered into on the Programme Closing Date between the Account Bank, the Servicer, the Issuer and the Trustee (as amended and restated) (the “**Bank Account Agreement**”), the Account Bank has agreed to operate the Transaction Account and any Swap Collateral Accounts (together with the Transaction Account, the “**Bank Accounts**”) in accordance with the instructions given by the Servicer.

#### **Custody Agreement**

The Issuer may enter into any custody agreement, after the Programme Closing Date, between, *inter alios*, the Custodian and the Issuer (the “**Custody Agreement**”) (as any of the same may be amended, restated, supplemented, replaced or novated from time to time).

#### **Hedging Agreements**

The Issuer may, from time to time during the Programme, enter into Interest Rate Swap Agreements and Covered Bond Swap Agreements, (together the “**Hedging Agreements**”) with one or more Hedging Counterparties for the purpose of, *inter alia*, protecting itself against certain risks (including, but not limited to, interest rate, liquidity, currency and credit) related to the Loan Assets and/or the Covered Bonds. In accordance with the terms set forth in the Servicing and Cash Management Deed, the Issuer may include the claims of the Issuer arising from the Hedging Agreements, together with the cash flows deriving therefrom in the Cover Pool provided that, *inter alia* the terms and conditions of such Hedging Agreements shall not adversely affect the ratings of the then outstanding Covered Bonds.

The Hedging Agreements shall be governed by English Law.

The Issuer’s rights arising from the Hedging Agreements will be included as part of the Cover Pool at the Issuer’s discretion.

#### **Transaction Documents**

The Servicing and Cash Management Deed, the Programme Agreement, each Subscription Agreement, the Agency Agreement, the Trust Deed, the Deed of Charge, the Bank Account Agreement, the Asset Monitor Agreement, the Master Definitions and Construction Schedule, each of the Final Terms, each Registration Statement, the Conditions, the Hedging Agreements, any agreement entered into with a new Servicer, any custody agreement entered into from time to time in connection with the holding of any Authorised Investments or the Swap Collateral

together with any additional document entered into in respect of the Covered Bonds and/or the Cover Pool and designated as a Transaction Document by the Issuer and the Trustee, are together referred to as the “**Transaction Documents**”.

“**Subscription Agreement**” means an agreement supplemental to the Programme Agreement (by whatever name called) in or substantially in the form set out in the Programme Agreement or in such other form as may be agreed between the Issuer and the Lead Manager or one or more Dealers (as the case may be).

## **Investor Report**

On the day which falls two Athens Business Days prior to the Cover Pool Payment Date falling in March, June, September and December of each year (each an “**Investor Report Date**”), the Servicer will produce an investor report (the “**Investor Report**”), which will contain information regarding the Covered Bonds and the Cover Pool, including statistics relating to the financial performance of the Cover Pool Assets. Such report will be available to the prospective investors in the Covered Bonds and to Covered Bondholders at the offices of Citibank, N.A., London Branch, on Bloomberg and on the website [www.nbg.gr](http://www.nbg.gr).

## RISK FACTORS

*The Issuer believes that the following factors may affect its ability to fulfil its obligations in respect of the Covered Bonds issued under the Programme. All of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.*

*In addition, factors which are material for the purpose of assessing the market risks associated with Covered Bonds issued under the Programme are also described below. It is not possible to identify all risks or to determine which risks are most likely to occur, as the Issuer may not be aware of all relevant risks and certain risks which it currently deems not to be material may become material as a result of the occurrence of events outside the Issuer's control.*

*The Issuer believes that the factors described below represent the principal risks inherent in investing in Covered Bonds issued under the Programme, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Covered Bonds may occur for other unknown reasons. Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus and reach their own views prior to making any investment decision. If potential investors are in doubt about the contents of this Base Prospectus they should consult with an appropriate professional adviser to make their own legal, tax, accounting and financial evaluation of the merits and risk of investment in such Covered Bonds.*

*Prospective investors should read the entire Base Prospectus. Words and expressions defined in the "Terms and Conditions of the Covered Bonds" below or elsewhere in this Base Prospectus have the same meanings in this section. Investing in the Covered Bonds involves certain risks. Prospective investors should consider, among other things, the following:*

### **FACTORS THAT MAY AFFECT THE ABILITY OF THE ISSUER TO FULFIL ITS OBLIGATIONS UNDER COVERED BONDS ISSUED UNDER THE PROGRAMME**

#### **Risks relating to the long-lasting implications of the Hellenic Republic's economic crisis in the previous decade, the COVID-19 outbreak, the evolving geopolitical turbulence and inflation pressures.**

*The economic outlook and the fiscal position of the Hellenic Republic continues to be affected by the legacy of the prolonged economic crisis of the previous decade, the COVID-19 pandemic since 2020, and the surge in inflation since 2021, compounded by heightened geopolitical tensions and still considerable risks to the energy outlook, which could have additional adverse effects on the Group's business, results of operations and financial condition.*

The Group's financial condition and its results of operations are heavily dependent on macroeconomic, social and political conditions prevailing in Greece.

Following almost eight years of recession in the period 2008 to 2016, the annual growth of the Gross Domestic Product ("GDP") in Greece entered positive territory in 2017 and accelerated further in 2018 and 2019, with annual growth rates of 1.1% year-on-year, 1.5% year-on-year and 1.8% year-on-year, respectively. Source: *The Hellenic Statistical Authority ("ELSTAT"), Quarterly National Accounts, 4<sup>th</sup> Quarter 2022, Press Release, March 2023*), despite the tighter-than-initially expected fiscal conditions, due to the over-performance over this three-year period against the fiscal targets of the European Stability Mechanism ("ESM") stability support programme ("**Third Programme**"). Due to the high level of Greece's public debt, which is primarily held by the official sector, ambitious fiscal targets had been pursued in the context of the enhanced surveillance framework (the "**Enhanced Surveillance Framework**"), applied to Greece between August 2018 and August 2022,

following the completion of the Third Programme (as further described below). These fiscal targets have been temporarily suspended due to the Coronavirus (“**COVID-19**”) pandemic crisis but will be reactivated from 2024 onwards when the suspension expires (*Source: European Commission, Statement, “State aid: Commission will phase out State Aid COVID Temporary Framework”, 12 May 2022*). Fiscal targets remain demanding for a prolonged period, in the context of the post-programme surveillance (“**PPS**”) and the European Union’s common framework for the coordination and surveillance of economic and social policies (the “**European Semester**”), which also applies to Greece as regards the design and targets of economic, fiscal and financial policy, following the conclusion of the Enhanced Surveillance Framework in August 2022, as further described below.

Greece’s recovery has been temporarily interrupted by the outbreak of the COVID-19 pandemic since late February 2020, that led to a severe GDP contraction of 8.7% year-on-year in the 2020 fiscal year, due to the application of strict containment measures – that included extensive restrictions on mobility and economic activities in some periods – and high uncertainty. However, the provision of a sizeable amount of fiscal support measures against the COVID-19-induced stress on liquidity conditions and the labour market in 2020-2021 (including the use of approval of Greek state (the “**State**”) guarantees on lending, employment allowances and subsidised employment schemes) limited the pandemic impact on the Greek labour market and private sector disposable income. GDP growth recovered strongly by 8.0% year-on-year in 2021 and by 6.1% year-on-year in 2022, bolstered by the activation of deferred demand following the easing of COVID-19 restrictions and the rapid recovery of tourism activity (*Source: ELSTAT, Quarterly National Accounts, 4<sup>th</sup> Quarter 2022, Press Release, March 2023*). Most notably, the labour market has shown remarkable responsiveness to the gradual unwinding of the extraordinary State support measures over the course of 2021 and 2022, with the unemployment rate dropping to a 13-year low of 12.4% in December 2022, confirming the temporary nature of the COVID-19 impact on the economy (*Source: ELSTAT, Labour Force Survey database*). Similarly, the private sector disposable income contracted by 4.2% year-on-year in 2020 and recovered strongly in 2021 and 2022 (+9.7% and +11.9% year-on-year, respectively) (*Source: ELSTAT, Quarterly Non-Financial Sector Accounts database*).

The sharp acceleration in inflation recorded since mid-2021, along with geopolitical turbulence caused by the Russian invasion of Ukraine in February 2022, had driven energy and food commodity inflation to multi-decade highs, increasing pressure on major central banks to tighten their monetary policy stance. Despite the resilience of Greece’s and the Euro area’s economic growth 2022 and early 2023, and increasing signs of a slowing in inflation, on the back of more favourable-than-previously-expected energy market conditions, risks on the energy front, as the crisis in Ukraine evolves, as well as the lagging impact of monetary policy tightening, continue to create material pressures to the economic outlook for 2023 and the medium term. In this context, official forecasts for the macroeconomic outlook of major economies, published in the first months of the year, have been revised slightly upwards for 2023 fiscal year, but medium-term forecasts remain more subdued compared with those before the pandemic and the eruption of the Ukraine crisis.

#### *The economy’s transition to the “Post-programme” era*

In 2018, Greece successfully completed the Third Programme – following a precipitate termination of the first two Programmes in 2012 and 2015 respectively – and was subjected to a post-programme monitoring framework between August 2018 and August 2022, which is based on the Enhanced Surveillance Framework directed by the European Commission (*Sources: European Commission, Occasional Papers 94, “The Second Economic Adjustment Programme for Greece”, March 2012, ESM Press Release, “EFSF programme for Greece expires today”, 30 June 2015 and European Commission, “Commission implementing decision of 11.7.2018 on the activation of enhanced surveillance for Greece”, 11 July 2018*).

The Third Programme was activated on 19 August 2015 against a backdrop of severe economic uncertainty, intensifying liquidity tensions and capital flight that appeared to threaten the membership of the Hellenic Republic in the European Monetary Union and the European Union (“**EU**”) and gave

rise to a new recessionary spiral, following a cumulative contraction in economic activity of 29.2% year-on-year between 2008 and 2014 (Source: ELSTAT, *Quarterly National Accounts, 4<sup>th</sup> Quarter 2022, Press Release, March 2023*). In this environment, the Greek government officially requested financial assistance from the EU on 10 July 2015 (Source: *European Commission's proposal for a council implementation decision on granting short-term European Union financial assistance to Greece under a new programme from the ESM*). On 19 August 2015, the Hellenic Republic entered a Memorandum of Understanding (“**MoU**”) with the European Commission (“**EC**”) and the ESM for the provision of further stability support accompanied by the Third Programme.

The Third Programme was successfully completed on 20 August 2018. This completion was accompanied by a new agreement on the provision of additional debt relief, aimed at lowering Greece's gross financing needs (“**GFNs**”) in the medium-to-long-term and the build-up of a sizeable cash buffer by the Hellenic Republic financed by Third Programme funding and new debt issuances. Moreover, for the longterm, the Eurogroup of 21 June 2018 has recalled the agreement that had been reached in the Eurogroup of May 2016, on a contingency mechanism on debt that could be activated in the case of an unexpectedly more adverse macroeconomic scenario, adjusting debt servicing costs to more sustainable levels if required and decided by the Eurogroup (Sources: *Eurogroup Statements, 25 May 2016, 24 May 2018 and 22 June 2018*). An enhanced surveillance framework (the “**Enhanced Surveillance Framework**”), under the existing mechanisms of fiscal coordination in the EU, supervised by the EC, has been agreed and the Hellenic Republic has also committed to ensure the continuity and completion of reforms adopted under the Third Programme. Moreover, the official European lenders have committed to reassess the sustainability of Greek debt by 2032, or earlier if deemed necessary, after taking into account Greece's compliance with the targets of the post-Third Programme Enhanced Surveillance Framework and the potential role of adverse factors beyond the control of the Hellenic Republic's economic policy.

The Enhanced Surveillance Framework for Greece expired on 20 August 2022. Greece delivered on the bulk of the policy commitments made to the Eurogroup upon its exit from its financial assistance programme in June 2018 and achieved effective reform implementation. Monitoring Greece's economic, fiscal and financial situation will continue in the context of the post-programme surveillance (the “**PPS**”) and the European Semester. The first PPS report, published on 22 November 2022 by the European Commission, marks the country's transition from the exceptional status of enhanced surveillance to a broader group of Euro area countries that received some form of official sector financial support in the previous years. The report recognises that Greece has taken the necessary actions to fulfil its commitments and serves as a basis for the Eurogroup to take a decision on the release of the final tranche of policy-contingent debt-relief measures agreed in June 2018. Moreover, major reforms and investments are foreseen in the Greek Recovery and Resilience Plan (the “**NRRP**”)

Potential delays in the completion of remaining reforms or the inability to safeguard the objectives of the adopted reforms and/or the sustainability of the fiscal performance in the medium and longer term, due to endogenous or exogenous factors, could weigh on the markets' assessment of the risks surrounding the creditworthiness of the Hellenic Republic and, therefore, could raise concerns regarding its capacity to maintain a continuous access to market financing at sustainable terms. Such a development could, in turn, have a material adverse impact on the Bank's liquidity position, business, results of operations, financial condition or prospects.

The aforementioned developments continue to create significant challenges for the Group, as the negative legacy-effects of the Greek fiscal crisis in the period 2009 to 2017, combined with the lagging impact of the COVID-19 pandemic and still considerable inflation and energy risks under the evolving geopolitical crisis, could give rise to persistent, direct and indirect, adverse effects on private sector income, the quality of private sector balance sheets and liquidity conditions in general. See also “*The Hellenic Republic's commitment to achieve very demanding fiscal targets for a protracted period and legacy effects from the energy crisis and inflation pressures may impose further constraints on economic activity in Greece*” and “*The COVID-19 pandemic, the economic policy*

*response and the impact on the Hellenic Republic's economy to date may materially and adversely affect the Group's business, results of operations, prospects and financial condition" below.*

*The COVID-19 pandemic, the economic policy response and the impact on the Hellenic Republic's economy to date may materially and adversely affect the Group's business, results of operations, prospects and financial condition.*

The outbreak of the COVID-19 pandemic in February 2020 has inflicted high human costs worldwide and had led to a sharp deterioration in economic conditions. As a result, the European and global economies had entered a sharp recession in the first semester of 2020, which continued, at a slower pace, until the end of the year. To counter the spread of COVID-19, strict containment measures were imposed around the world, including Greece, voluntarily shutting down large parts of the economy. The enforcement of protective restrictions, along with elevated uncertainty, weighed heavily on economic conditions, interrupting Greece's recovery in a period when the economy had exhibited signs of further improvement.

Greek GDP suffered a decline of historical proportions in the second quarter of 2020 (-15.6% year-on-year and -13.4% quarter-on-quarter, on a seasonally adjusted basis), against a backdrop of high uncertainty and the enforcement of restrictions on a wide range of activities aimed at limiting the spread of the pandemic (Source: ELSTAT, *Quarterly National Accounts, 4<sup>th</sup> Quarter 2022, Press Release March 2023*). COVID-19 adversely affected a broad range of indicators of economic activity and resulted in a sharp drop in business turnover and corporate profitability (-10.3% and -8.2% year-on-year, respectively, in 2020 (Sources: ELSTAT, *Evolution of turnover of enterprises, Press Release, April 2023 and Quarterly Non-Financial Sector Accounts, Press Release, 4<sup>th</sup> Quarter 2022, April 2023*)).

A sizeable fiscal expansion was put in place by the Greek government aimed at addressing the effects of COVID-19 on the economy. The support included several fiscal and liquidity measures, which were activated over the course of 2020 and 2021, mainly comprising social transfers, subsidies and deferrals of tax and social security contributions, as well as state loans and guarantees for new bank lending, amounting to about 15.0% of GDP or €27.0 billion (Sources: Ministry of Finance, *Budget 2022, November 2021, in Greek and Stability Programme 2022, April 2022*). These measures have been endorsed by the European Commission, which has suspended the Enhanced Surveillance primary surplus target for Greece since 2020 (3.5% of GDP in 2022), as part of the activation of the general "escape clause" within the Stability and Growth Pact for all countries to allow the necessary increase in government spending in order to contain the coronavirus outbreak and mitigate its negative socio-economic effects (Source: European Commission, *Coronavirus: Commission proposes activating fiscal framework's general escape clause to respond to pandemic, Press Release, 20 March 2020*). Although the fiscal response ameliorated the pandemic hit to the economy and strengthened the recovery in 2021, it has also led to a significant deterioration in the Greek general government balance, which recorded a sizeable deficit of 9.7% of GDP in 2020 and of 7.1% of GDP in 2021 from a surplus of 0.9% of GDP in 2019 (European System of Accounts ("ESA") 2010 definition). The sizeable deficits in 2020-2021 and the sharp drop in 2020 GDP pushed public debt to a new high of 206.3% of GDP in 2020, which declined to 194.6% of GDP in 2021 (Source: ELSTAT, *Fiscal Data, April 2023*).

Various measures were announced by the Greek and European authorities in response to the economic and market conditions resulting from the COVID-19 pandemic, with the most significant relating to the activation of the Next Generation EU ("NGEU") on 21 July 2020, approved by the European Parliament on 10 November 2020 (Sources: Council of the European Union, *European Council conclusions, 17-21 July 2020 and Council of the European Union, Next multiannual financial framework and recovery package: Council presidency reaches political agreement with the European Parliament, 10 November 2020*), which was intended to provide higher support to the most adversely affected economies such as Greece's. In particular, the NGEU has been designed in order to speed up the reversal of activity losses in 2020 and bolster critical elements of activity, such as business and

public investment. Greece is one of the top recipients among the EU countries, with grants under the Recovery and Resilience Facility (the “RRF”), which is the main financing programme of the NGEU, for the period 2021 to 2026 amounting to €17.8 billion (10.8% of 2020 GDP) and increasing to €30.5 billion (18.4% of 2020 GDP), if lending under the same mechanism is included (*Source: European Commission, Factsheet: Greece’s recovery and resilience plan, June 2021*). Greece has received €11.1 billion of RRF funding until the second quarter of 2023 (corresponding to a pre-financing tranche in 2021 and the first two payments in April 2022 and January 2023, respectively). (*Source: European Commission, Recovery and Resilience Scoreboard website*).

See further “*The effort to restore conditions of economic normalcy in the Hellenic Republic and enhance its long-term competitiveness, as well as to support the completion, delivery and continuity of reforms may not lead to the intended return of the economy to sustainable growth and the issue of the Hellenic Republic’s debt sustainability may not be fully resolved, especially in view of the ongoing and legacy effects from multiple sources of stress that affect the economy, which could have a material adverse impact on the Group’s business, results of operations, financial condition or prospects*” below.

### *Greek asset valuations and market activity between 2018 and early 2023*

Greek financial asset valuations had started to recover following the successful completion of the Third Programme, along with the broad-based improvement in economic conditions since 2018, with the yields of Greek Government Bonds (“GGBs”) following a broadly steady downward trend, which intensified in 2020-2021 due to the exceptional inclusion to the European Central Bank’s (“ECB”) temporary Pandemic Emergency Purchase Programme (“PEPP”). Substantial government bond purchases under the PEPP (that reached €37.7 billion between March 2020 and March 2023), along with the relatively benign debt servicing profile of the Hellenic Republic, have contributed to the significant appreciation of Greek sovereign bonds (*Source: ECB, PEPP website*). Specifically, the 10-year GGB yield dropped by 469 bps cumulatively in 2018-2020 and to an all-time low of 0.59% in August 2021. Nonetheless, GGB yields started to pick-up since the fourth quarter of 2021, against a backdrop of increasing market worries regarding the rapid acceleration in inflationary pressures worldwide. Bond yields increased significantly during 2022, with the 10-year GGB yield averaging at 3.49% in 2022 and peaking to 5.08% on 19 October 2022, against a backdrop of rising sovereign bond yields worldwide, in parallel with the rapid monetary policy tightening by the ECB and other major central banks. Greece’s 10-year GGB yield stood at 4.27%, on average, in the first four months of 2023, with the spread over the German 10-year government bond stabilizing at 192 bps in this period, compared with 230 in 2022 and 120 bps in 2021 (*Source: Bank of Greece, Government benchmark bond prices and yields database*).

As regards the role of the ECB in shaping financial conditions, it should be stressed that the first half of 2022 marked the turning point of an unprecedented cycle of monetary policy easing by the ECB and other major central banks worldwide. Rapidly increasing inflation and resilient economic recovery until the first quarter of 2022 had already set the stage for a withdrawal of extraordinary support measures, activated due to COVID-19, with net purchases of securities under the PEPP having been discontinued in March 2022. The ECB stated that the re-investment of funds from maturing bonds will continue until at least the end of 2024 and will be used with increased flexibility in order to avoid disruptions in monetary policy transmission. The ECB also stated in April 2022 that Greece’s sovereign securities will continue to be accepted in refinancing operations, despite their non-investment grade status.

In view of the very strong reaction of fixed income markets to the prospects of accelerated monetary policy tightening, the ECB’s Governing Council mandated, on 15 June 2022, the relevant Eurosystem Committees to accelerate the completion of a new “anti-fragmentation instrument”, with a view to ease the heightened pressure on valuations of specific euro area bonds (*Source: ECB, Statement after the ad hoc meeting of the ECB Governing Council, Press Release, 15 June 2022*). In the July 2022 meeting the ECB stressed its intention to remain vigilant against financial fragmentation risks using

targeted reinvestments of PEEP bond-holding redemptions and presented its new Transmission Protection Instrument (“TPI”) to cushion potential unwarranted pressures in fixed income markets, which could impair its monetary policy transmission mechanism. The access to the TPI is subject to certain conditions related, mainly, to the implementation of sound fiscal policies and the sustainability of public debt for sovereigns that are eligible for asset purchases (*Source: ECB, Account of the monetary policy meeting of the Governing Council of the European Central Bank held in Frankfurt am Main on Wednesday and Thursday, 20-21 July 2022*). In regard to the ECB’s moves concerning the normalization of policy rates, following a long period of accommodative monetary policy, its Governing Council has increased by 3.75% its main policy rates between July 2022 and May 2023, with the central bank stressing its determination to combat persistent inflationary pressures through additional rate hikes even at the risk of a sharp weakening in economic activity in 2023 (*Source: ECB, Monetary policy decisions, Press Release, 9 June 2022, 21 July 2022, 8 September 2022, 27 October 2022, 15 December 2022, 2 February 2023, 16 March 2023 and 4 May 2023*).

Against this backdrop, the Hellenic Republic accessed the markets several times in the period 2018-2022, at increasingly competitive terms, raising a total gross amount of €50 billion, through the issuance of GGBs with maturities ranging between five and thirty years and an exchange offer between the Hellenic Republic and the Bank, who exchanged its three GGBs for a new GGB with a maturity of thirty years. Despite the more challenging market environment, the Hellenic Republic has raised €6.3 billion in the first four months of 2023 (*Sources: Public Debt Management Agency, Announcements on the issuance of government bonds, 2018-2023, Ministry of Finance, MTFIS Programme 2023-2026, May 2023 and National Bank of Greece, Announcement on the Exchange of Greek Government Bonds, 22 January 2020*).

Equity and real estate valuations recorded significant cumulative gains in the last four years, starting from a very low basis, with the ASE General Index increasing by 17.5% between 2018 and 2022 – showing, however, high volatility during this period – and residential real estate prices up by 33.8% cumulatively in the same period. This trend in Greece’s equity market continued in early-2023, with the ASE General Index increasing by 19.9% on a year-to-date basis (early-May 2023) (*Sources: Datastream database and Bank of Greece, Real Estate database*). Furthermore, supply remains relatively subdued, despite the acceleration in construction activity by 24.6% year-on-year in 2022 (+44.5% year-on-year in the fourth quarter of 2022), with the level of activity corresponding to a small fraction of the boom period 2002-2008 (*Source: ELSTAT, Quarterly gross fixed capital formation, 4th Quarter 2022, Press Release, March 2023*).

Moreover, improved investors’ confidence regarding Greece’s economic prospects led to increasing inflows of foreign direct investment amounting to €22.7 billion, cumulatively, in the period between 2018 and 2022 – reaching an all-time high of €6.4 billion in 2022 (*Source: Bank of Greece, Balance of Payments Statistics*).

There are still considerable risks surrounding the Greek economy’s prospects, including uncertainties regarding the near-term outlook for private consumption, as well as business investment and the private sector’s capital spending and lending decisions, in view of (i) the protracted impact of the preceding crises; (ii) the required rebalancing of the fiscal position following the COVID-19 shock; (iii) the continuing tightening in monetary policy, due to rising inflation worldwide, which is combined with higher volatility in the financial markets; and (iv) the prolonged geopolitical stress, which affects energy security in the EU and amplifies energy and non-energy commodities inflation, despite the significant easing of energy-related pressures in the first months of 2023. The Group’s business activities are dependent on the level of banking, finance and financial products and services it offers, as well as customers’ capacity to repay their liabilities. In particular, the levels of savings and credit demand are heavily dependent on customer confidence, disposable income trends and the availability and cost of funding, each of which factors continues to show a relatively slow improvement in Greece. Moreover, the Group’s customers may further decrease their risk tolerance to non-deposit investments, such as stocks, bonds and mutual funds, which would continue to adversely affect the Group’s fee and commission income. For related information, see

*“The Hellenic Republic’s commitment to achieve very demanding fiscal targets for a protracted period and legacy effects from the energy crisis and inflation pressures may impose further constraints on economic activity in Greece” and “The effort to restore conditions of economic normalcy in the Hellenic Republic and enhance its long-term competitiveness, as well as to support the completion, delivery and continuity of reforms may not lead to the intended return of the economy to sustainable growth and the issue of the Hellenic Republic’s debt sustainability may not be fully resolved, especially in view of the ongoing and legacy effects from multiple sources of stress that affect the economy, which could have a material adverse impact on the Group’s business, results of operations, financial condition or prospects” below.*

*The Hellenic Republic’s commitment to achieve very demanding fiscal targets for a protracted period and legacy effects from the energy crisis and inflation pressures may impose further constraints on economic activity in Greece.*

The significant increase in Greece’s fiscal credibility, due to the overperformance vis-à-vis the fiscal targets under the Third Programme and the Enhanced Surveillance Framework, enabled the government to implement a significant amount of fiscal expansion measures in 2020-2021. However, the requirement to restore a sustainable fiscal equilibrium in the medium term, as agreed under the Enhanced Surveillance Framework and the subsequent regime of post-programme monitoring to which the economy has been subjected since August 2022, following the lifting of the suspension in the EU of the “general escape clause” from fiscal rules due to the pandemic, poses the risk of (i) an increase in the effective burden from taxes (personal, corporate, indirect and consumption taxes) in the event that additional fiscal effort will be required to meet the fiscal targets, and/or (ii) a sharper-than-anticipated reduction in government spending, with a view to ensure the achievement of the agreed fiscal surpluses that permit a sustainable reduction in the public debt. The above factors could impose further constraints on economic activity and result in weaker-than-initially-expected GDP growth outcomes in the coming years, while in conjunction with other fiscal measures could also exert additional pressure on private sector spending and liquidity. Although Greece overperformed vis-à-vis its officially agreed fiscal targets in 2021-22, despite the additional cost of fiscal support against the COVID-19 and energy/inflation crisis, the targeted return to primary fiscal surpluses higher than 2% in the medium term could be a challenging task under a less supportive macroeconomic environment.

The fiscal position of the Hellenic Republic deteriorated sharply in 2020, due to the extraordinary interventions (c. €12 billion) implemented to address the effects of COVID-19, with the General Government primary deficit reaching 6.7% of GDP, compared with a primary surplus of 3.9% of GDP in 2019 (*Source: Ministry of Finance, Stability Programme 2023, May 2023 and Ministry of Finance, MTF5 2022-2025, June 2021*). However, the strong economic recovery in 2021-2022 bolstered the fiscal performance, despite the cost of additional support measures in response to the pandemic, the energy crisis and the rise in inflation. The publication of annual fiscal data for Greece by ELSTAT on 21 April 2023 showed that, following an improvement in primary deficit (4.7% of GDP) in 2021, the General Government achieved a small primary surplus of 0.1% of GDP (calculated in accordance with the ESA 2010 standard) in 2022 – a year earlier than planned and against a Budget 2023 estimate for a primary deficit of 1.6% of GDP – strongly outperforming its fiscal targets as well as the euro area average. (*Source: ELSTAT, Fiscal Data, April 2023*). For 2023, Greece’s Stability Programme targets to a higher primary surplus of 1.1% of GDP, with increasing margin for a new overperformance following the strong fiscal outcome in 2022 and the strong start to 2023 (*Source: Ministry of Finance, Stability Programme 2023, May 2023*). Moreover, the Hellenic Republic’s gross General Government debt as per cent of GDP recorded, for a second consecutive year, an outstanding annual decline in 2022, dropping to 171.3% of GDP – the lowest ratio since 2012 – from 194.6% in 2021 and 206.3% in 2020, and is expected to reduce further, to c. 160% of GDP, in 2023. Most notably, Greece recorded the largest improvement among all euro area countries as regards the annual pace of decrease of both fiscal deficit and public debt (-4.8% and -23.3% of GDP, respectively, for Greece compared with -1.9% and -4.0% of GDP for the same aggregates in the euro area) (*Sources:*

*ELSTAT, Fiscal Data, April 2023, Ministry of Finance, Stability Programme 2023, May 2023 and Eurostat, Fiscal Data, April 2023).*

Against this backdrop, Greece's sovereign credit rating outlook was revised to positive by the S&P Global Ratings on 21 April 2023, while the sovereign rating was kept unchanged at "BB+", highlighting an increased probability of an upgrade to investment grade status in the coming months. S&P noted that its decision was based on Greece's solid progress in structural reforms, the accelerating shrinkage of NPLs, the surge in investment and the significant improvement of its fiscal position, which have made the country one of EU's fastest-growing economies (*Source: S&P Global Ratings, "Greece Outlook Revised To Positive On Improving Fiscal And Structural Reform Trajectory; 'BB+/B' Ratings Affirmed" rating report, April 2023*). The next planned reviews of Greece's rating are scheduled on 9 June by Fitch, 4 August by Scope, 8 September by DBRS, 15 September by Moody's and 20 October by S&P, with 5 out of the 6 international rating agencies rating Greece only 1 notch below investment grade.

### *Latest developments in 2023 and challenges*

Economic activity in Greece remained on a solid upward trend in 2022 and early-2023, exceeding official and private sector expectations. Greece's GDP growth reached 6.1% year-on-year in 2022, strongly outpacing the euro area average (+3.5% year-on-year) for a second consecutive year. The higher-than-expected annual growth outturn mainly reflects: i) an upward revision in GDP growth to 4.4% year-on-year in the third quarter of 2022, from an initial estimate of 2.8% year-on-year, due to the significantly decreased drag from energy subsidies; and ii) an acceleration in GDP growth to 5.2% year-on-year in the fourth quarter of 2022 (+1.4% quarter-on-quarter, on a seasonally adjusted basis), driven by buoyant domestic demand (*Source: ELSTAT, Quarterly National Accounts, 4th Quarter 2022, Press Release, March 2023*).

This recovery was broad-based, with private consumption increasing by a solid 4.2% year-on-year in the fourth quarter of 2022 (+7.9% year-on-year, on average, in 2022), on the back of highly supportive labor market conditions (labor compensation and employment growth up by 5.5% year-on-year in 2022, with unemployment rate down to a 13-year low of 12.4%). Investment spending accelerated further (14.8% year-on-year in the fourth quarter of 2022 and 11.6% year-on-year, on average, in 2022), with the share of Gross Fixed Capital Formation ("GFCF") in GDP climbing to 14.6%, compared to a 10-year average of 11.4%, bolstered by surging construction activity and increased investment on transport equipment (*Source: ELSTAT, Quarterly National Accounts, 4th Quarter 2022, Press Release, March 2023, ELSTAT, Quarterly Gross Fixed Capital Formation, 4th Quarter 2022, Press Release, March 2023 and ELSTAT, Labor Market statistics*).

Residential real estate prices, which account for more than 80% of household wealth, rose by 11.1% year-on-year in 2022 (+12.2% year-on-year in the fourth quarter of 2022), posting the 5th consecutive year of positive growth and recording a cumulative appreciation of nearly 42% between the third quarter of 2017 and the fourth quarter of 2022. (*Source: Bank of Greece, Real Estate Market statistics*). Residential construction activity surged by 117% year-on-year in the fourth quarter of 2022 (+36.3% year-on-year, on average, in 2022), contributing more than half of GFCF growth (*Source: ELSTAT, Quarterly Gross Fixed Capital Formation, 4th Quarter 2022, Press Release, March 2023*).

Profits from entrepreneurial activity and non-labor income – approximated by the economy-wide gross operating surplus and mixed income – rose by 14.3% year-on-year in the fourth quarter of 2022 (15.1% year-on-year, on average, in 2022), to the highest level in absolute terms since 2010 (*Source: ELSTAT, Quarterly National Accounts, 4th Quarter 2022, Press Release, March 2023*). The buoyancy of business profits reflects the adaptability and resilience of the competitive corporate sector to sharply rising production costs, combined with strengthened pricing power and favourable demand conditions.

Moreover, latest releases of leading and conjunctural indicators of economic activity (namely, economic sentiment, manufacturing Purchasing Managers' Index (“PMI”), industrial and manufacturing production, business turnover, tourism arrivals by air, labor force survey data etc.) point to significant upside risks to Greece’s economic outlook, at least for the first half of 2023. The economic sentiment indicator (“ESI”) picked up to 108.8 in April from 107.0 on average in the first quarter of 2023 and 101.6 in the fourth quarter of 2022 (*Source: European Commission, Business and Consumer Surveys*). The manufacturing PMI for Greece re-entered expansion territory – for the first time since June 2022 – in February 2023 and reached 52.4 in April, on the back of improving operating conditions and greater production, stronger demand, and an easing in production cost pressures (*Source: S&P Global, Greece Manufacturing PMI, monthly press releases*). Similarly, the manufacturing production index level climbed to a 14½-year high in March 2023, with its annual growth rate remaining in positive territory since May 2022 (*Source: ELSTAT, Industrial Production Index, March 2023, Press Release, May 2023*). Employment increased by 0.5% year-on-year in the first three months of 2023, while unemployment rate dropped to 10.8% in the same period from 12.4%, on average, in 2022 (*Source: ELSTAT, Labour Force Survey (Monthly data), March 2023, Press Release, May 2023*).

Early signs of tourism activity in 2023 have also been very encouraging. International arrivals in the Athens International Airport increased by 54.7% year-on-year in the first four months of 2023, while tourism revenue increased by 76.5% (€0.2 billion) year-on-year in the first two months of 2023 (*Sources: Athens International Airport, Passenger Traffic 2023 statistics and Bank of Greece, Balance of Payment Statistics*). The latest market estimates point to an annual increase in tourism revenue of at least 10%.

Headline inflation in Greece decelerated at a faster pace in March-April 2023, with Consumer Price Index (“CPI”) growth slowing to a 1½ year low of 3.0% in April, from 7.2% in December 2022 and a peak of 12.1% in June 2022, while the Harmonised Index of Consumer Prices (“HICP”) declined to 4.5% compared with 7.0% for the euro area in the same month (*Source: ELSTAT, Consumer Price Index, April 2023, Press Release, May 2023*). This slowing, mainly, reflects the much more favorable than previously expected energy price trends, following the all-time highs in oil and natural gas prices recorded in June and August 2022, respectively. Nonetheless, developments in the energy front remain a key risk factor for inflation and economic conditions in general, despite the recent easing of energy prices. Against this backdrop, the Federal Reserve System (“Fed”) and the European Central Bank (“ECB”) continued their monetary policy tightening, increasing their benchmark rates by 0.25% in early-May 2023, to 3.25% as regards the ECB deposit facility rate and to a range of 5-5.25% regarding the Federal funds rate target, indicating that further monetary policy tightening will depend on inflation developments and the overall economic and financial conditions. However, Fed and ECB official statements signal that we are nearing the end of the hiking cycle, at least in the US (*Sources: Fed and ECB, Monetary Policy Statements, May 2023*).

The above trends, in conjunction with a stronger-than-previously-expected carryover effect on activity growth from 2022, led to an upward revision of the Bank’s estimates for Greece’s GDP growth to above 2.5% in 2023, while government and official sector forecasts have also been revised upwards. Greece’s Stability Programme for 2023 projects a GDP growth of 2.3% year-on-year, from a Budget 2023 estimate of 1.8% year-on-year for the same year. The European Commission and IMF revised their projections for Greece’s GDP growth to 1.2% and 2.6% year-on-year, respectively, from previous estimates of 1.0% and 1.8% (*Sources: European Commission, Winter (Interim) Forecasts 2023, February 2023 and IMF, World Economic Outlook Databases, April 2023 and October 2022*).

Nevertheless, the above estimates are subject to some considerable downside risks, with energy-related risks and a new upsurge of inflation pressures, in the event of a new escalation of Ukraine crisis or a stronger-than-expected increase in global demand and/or supply cuts by major energy producers, representing the key risk factors in view of the limited margins for new fiscal interventions. The delayed drag on activity and financial conditions from the ongoing monetary policy tightening and new incidences of banking system stress since March 2023 in the US and Switzerland

could also affect business and banking activity. Furthermore, financial market conditions remain volatile, as market participants attempt to assess the final impact of inflation and monetary tightening on economic and financial conditions. However, Greece shows less sensitivity to the near-term tightening in financial conditions, due to the relatively low leverage of the private sector and the unique characteristics of public debt, which are combined with substantial cash buffers of financially stronger companies and households, as well as the State.

A potential recurrence of an energy crisis and/or a new spike in energy prices, due to geopolitical tensions or frictions in the implementation of the ambitious energy transition agenda of the EU, could weigh on Greece's economic performance, entailing downward pressures on economic growth, given the decreasing capacity for large scale fiscal interventions. The outlook of the economy could weaken significantly if geopolitical risks escalate further, at a global or regional level, undermining confidence and tourism activity and leading to a deferral of private spending decisions.

Potential downside risks from the above factors on the private sector's financial position and asset valuations could have an adverse effect on the Group and the financial sector as a whole. For further information, see *"The effort to restore conditions of economic normalcy in the Hellenic Republic and enhance its long-term competitiveness, as well as to support the completion, delivery and continuity of reforms may not lead to the intended return of the economy to sustainable growth and the issue of the Hellenic Republic's debt sustainability may not be fully resolved, especially in view of the ongoing and legacy effects from multiple sources of stress that affect the economy, which could have a material adverse impact on the Group's business, results of operations, financial condition or prospects"* below.

*The effort to restore conditions of economic normalcy in the Hellenic Republic and enhance its long-term competitiveness, as well as to support the completion, delivery and continuity of reforms may not lead to the intended return of the economy to sustainable growth and the issue of the Hellenic Republic's debt sustainability may not be fully resolved, especially in view of the ongoing and legacy effects from multiple sources of stress that affect the economy, which could have a material adverse impact on the Group's business, results of operations, financial condition or prospects.*

Over the past decade, the Hellenic Republic has undertaken significant structural measures intended to restore competitiveness and promote economic growth in Greece through the financial support programmes agreed with the IMF, the ECB, the ESM and the EC (the **"Institutions"**). A programme was initially agreed in May 2010 (the **"First Programme"**, *Source: IMF Country Report No. 10/110, May 2010*) and was renewed by way of a second economic adjustment programme in March 2012 and further amended pursuant to Eurogroup decisions of November 2012 (the **"Second Programme"**, *Sources: IMF, Country Report No. 12/57, March 2012, European Commission, Occasional paper on Greece March 2012 and Eurogroup Statement on Greece, November 2012*). The First Programme and the Second Programme established, through related financial facility agreements signed between the Hellenic Republic, the participating Eurozone countries, the European Financial Stability Facility (**"EFSF"**) and the IMF, financing intended to fully cover the Hellenic Republic's external financing needs until the end of 2014, conditioned on the implementation of a number of fiscal adjustment policies and growth enhancing structural reforms. On 8 December 2014, the Eurogroup announced a "technical extension" of the EU side of the Second Programme to the end of February 2015 (*Source: Eurogroup statement, 8 December 2014*). On 20 February 2015, the Eurogroup agreed to a four-month extension of the Master Financial Assistance Facility Agreement (**"MFA"**) underpinning the Second Programme (*Source: Eurogroup Statement, 20 February 2015*).

On 19 August 2015, the Hellenic Republic entered a MoU with the EC and the ESM for the provision of further stability support accompanied by the Third Programme. The Third Programme was designed to support a sustainable fiscal consolidation and promote key structural reforms (*Source: ESM, Press Releases, 20 August 2015*). On 21 June 2018, the Eurogroup confirmed the successful conclusion of the fourth review and, therefore, the effective completion of the Third Programme, and also welcomed the commitment of the Greek authorities to continue with and complete all key

reforms adopted under the Third Programme (*Source: Eurogroup Statement, 22 June 2018*). On 11 July 2018, following the preceding Eurogroup agreement, the EC adopted the decision on the activation of enhanced surveillance for Greece, under Article 2(1) of the EU Regulation 472/2013, for a renewable period of six months. The Hellenic Republic officially concluded its three-year ESM financial assistance programme on 20 August 2018 (*Source: ESM, Press Release, 20 August 2018*). The Enhanced Surveillance Framework has entered into force, following the Third Programme completion on 20 August 2018, and has been designed to support the completion, delivery and continuity of reforms that Greece has committed to implement under the Third Programme, ensuring a smooth transition of the economy to normalcy and maintaining a high degree of credibility (*Source: European Commission, Commission Implementing Decision of 11 July 2018 on the activation of enhanced surveillance for Greece*).

These remaining reforms are mainly related to the areas of fiscal efficiency, structural reforms, social welfare, financial stability, labour and product markets efficiency, privatisation and public administration and could impose further constraints on economic activity and could result in weaker than initially expected GDP growth outcomes in future years. Despite the completion of the Third Programme, the stabilisation of economic activity and the improvement in economic sentiment, the financial position of the private sector has been severely impaired by the multi-year recession and the COVID-19 pandemic, factors that are expected to continue to have an adverse impact on economic conditions in the Hellenic Republic. The last (fourteenth) Enhanced Surveillance Report released in May 2022 paved the way for Greece's official exit from the Enhance Surveillance Procedure in August 2022 - however, under the obligation of continuing the structural reforms under the post Program monitoring framework along with the national Recovery and Resilience Plan (the "RRP") - while acknowledging Greece's progress achieved in certain areas and specific commitments that have been completed (*Sources: European Commission, Enhanced Surveillance Report May 2022 and Eurogroup statement on Greece on 17 June 2022*). However, a new increase in uncertainty, in the event that Greece deviates from its fiscal and reform targets agreed under the EU's government mechanisms and in the context of the RRF, as well as unexpected downside pressures on economic activity and the private sector's financial position due to ongoing inflation pressures and lagged effects of previous crises, could have a material adverse impact on the Bank's business, results of operations, financial condition or prospects.

Moreover, if the benefits from the significant economic adjustment and structural reforms to Greece's economic performance are smaller-than-initially-expected, and/or the effects of the COVID-19 pandemic and/or the ongoing energy/inflation crisis and geopolitical turbulence are more protracted than currently envisaged and extend beyond 2023, they could further weaken Greece's fiscal position, weigh on sovereign risk premia and on banking system performance, including the performance of the Group, and create uncertainties, bringing forward the need for additional interventions for public debt.

#### *Conditions in the banking sector*

The Greek sovereign debt crisis had a substantial impact on the real economy and the Greek banking sector, leading to a multi-year deleveraging – in the period 2008-2017 credit to private sector growth declined by 26.3% cumulatively – and a sharp contraction of private sector deposits (by €97.3 billion between 2008 and 2017). However, clear signs of improvement started to show from 2018 onwards, with credit growth stabilizing and entering positive territory since mid-2020 and private sector deposits returning on an upward trend. Bank credit to corporations increased by 0.9% per annum, on average, in 2018-2019 and private sector deposits by €16.9 billion cumulatively in the same period. Notably, the banking system showed remarkable resilience to the COVID-19 pandemic in 2020 and 2021. In fact, credit to the corporate sector recorded its strongest expansion since the beginning of the Greek crisis in 2009, with the annual credit growth to non-financial corporations at 10.0% in 2020, 3.7% in 2021, 11.8% in 2022 and 10.6% in the first quarter of 2023, corresponding to a cumulative net flow of lending of €15.8 billion over this period. Total annual credit growth to the private sector has been more subdued at 3.5% in 2020, 1.4% in 2021, 6.3% in 2022 and 5.1% in the first quarter of

2023, due to the continuing deleveraging in the household sector (*Source: Bank of Greece, Monetary and Banking Statistics*).

Private sector deposits recorded an impressive increase of €45.3 billion between 2020-2022, with corporate deposits increasing by €20.7 billion and household deposits by €24.6 billion in this period (*Source: Bank of Greece, Monetary and Banking Statistics*). Notably, the increase in deposits is, mainly, attributed to: i) the cash accumulation of the more competitive and resilient firms, which experienced a rapid increase in their turnover; ii) lower outflows, due to the debt moratoria and the tax deferrals in 2020-21 but also permanent tax reductions; iii) supportive labour market conditions, with average employment growth at 5.9% year-on-year in 2021 and 5.4% year-on-year in 2022 and private sector disposable income growth at 9.7% year-on-year in 2021 and 11.9% year-on-year in 2022 (*Sources: ELSTAT, Labour Force Survey database and ELSTAT, Quarterly Non-Financial Sector Accounts database*); iv) the extension of credit lines to corporates; and v) the diffusion of liquidity related to State support measures, EU funding and accelerating Foreign Direct Investment (“**FDI**”) inflows. However, in the first quarter of 2023 private sector deposits declined slightly, by €3.7 billion, with corporate deposits decreasing by €2.8 billion and household deposits by €0.9 billion (*Source: Bank of Greece, Monetary and Banking Statistics*).

NPLs rose sharply during the multi-year crisis, with the NPL ratio peaking at 49.1% in the first half of 2017 and starting to gradually decline since 2018, reaching single-digit ratio as percent of total loans in end-2022, on the back of synchronised bank efforts and government support through the provision of guarantees to loan securitisations. Greek banks have securitised or sold NPLs in recent years reducing total NPL ratio by about 40% from the 2017 peak, to 8.7% in the first semester of 2022. The progress has been supported by the activation of the state-sponsored Hellenic Asset Protection Scheme (“**Hercules**”), which provided government guarantees for the senior tranches of the bank’s NPEs securitisations with an upper limit of guarantees of €12 billion on the senior tranches of securitisations. In April 2021, this Scheme was extended until October 2022, under the “Hercules II” programme, with the provision of another €12 billion of guarantees on the senior tranches of securitisations, in order to speed up the final phase of clearance of bank portfolios (*Source: Hellenic Financial Stability Fund*).

However, adverse legacy effects and the challenges surrounding the successful workout of the NPLs transferred to NPL-servicing companies will continue to affect banking activity. The financial position of a significant share of households and enterprises remains fragile and has been further stressed by COVID-19, surging energy prices and high inflation, despite the significant State support. Although the impact of the COVID-19 crisis and the still evolving inflation and energy crisis on the private sector’s debt servicing behaviour remains limited, with most debtors – even those that take advantage of temporary relief schemes – servicing their debt in 2021, the legacy effects of the multi-year crisis continue to weigh on the financing position of a significant part of private sector entities. Despite the rapid pace of disposals of NPLs by Greek banks and the concomitant significant reduction of the NPL ratio, the amount of impaired assets and the number of overleveraged entities remain significantly higher than the euro area average at an economy-wide level if take into account the total amount of obligations of the private sector towards the State, the banking sector, loan servicing companies and B2B exposures. The above factors, in conjunction with the sizeable stock of private sector tax and social security contribution arrears, as well as the relatively low private saving rate – compared to other euro area countries – impose additional risks on banking activity and portfolio quality. All these entities are unlikely to face a rapid improvement in their creditworthiness and liquidity position in the near term and by delaying or cancelling potential spending decisions will continue to slow the recovery process of the economy and impede the recovery of asset valuations.

*A resurgence of default risks for the Hellenic Republic would have a material adverse effect on the Group’s business and could lead to a higher cost of funding or the inability of the Bank to raise capital.*

The ability of the Hellenic Republic to service its outstanding debt depends on a variety of factors, including the overall health of the Greek economy, the GDP growth rate that can be achieved in future years, the maintenance of sound fiscal and current account positions and the provision by the official lenders of additional concessions for lowering debt-servicing costs. The extraordinary reversal of the fiscal position as a consequence of the COVID-19 pandemic and the resulting deep recession led to a significant deterioration in Government deficit and debt figures in 2020, which was, however, reversed in the course of 2021 and 2022. On that note, the General Government primary balance recorded a deficit of 4.7% of GDP in 2021, but returned to a small surplus of 0.1% of GDP in 2022 (*Source: ELSTAT, Fiscal Data, April 2023*), with the Greek government anticipating an ever larger primary surplus of 1.1% of GDP in 2023 (*Source: Ministry of Finance, MTFIS Programme 2023-2026, May 2023*). Nonetheless, ongoing geopolitical tensions, persistent underlying inflation and structural energy challenges (including energy transition risks and adjustment to the ambitious EU climate agenda), as well as the rapid monetary policy tightening by central banks, increase the probability of lower trend GDP growth in the Euro area in 2023 and beyond, accompanied by more volatile financing market conditions due to increased levels of public and private debt worldwide. In the event of the re-emergence of the need for an additional restructuring of the Hellenic Republic's debt, owing to adverse conditions arising from the foregoing or other influences, the Bank's regulatory capital would be severely affected due to its direct exposure to Hellenic Republic debt as well as due to the indirect effects of the credit event on the Bank's borrowers (and thus asset quality) and on investor confidence, requiring the Bank to raise additional capital. In addition, if the Hellenic Republic were to default on its debt obligations to the Bank, the latter could suffer losses and require further capital. There can be no assurance that, under the above-described stress conditions, the Bank could raise any or all of the required additional capital on acceptable terms.

*The Bank's wholesale borrowing costs and access to liquidity and capital may be negatively affected by, and there may be further material adverse consequences to the Group of, any future downgrades of the Hellenic Republic's credit rating.*

The capacity of the Hellenic Republic to maintain continuous access to market financing at competitive costs is an important element of Greece's economic and financial recovery and will be closely related to the financial conditions of the private sector in the coming years. The terms of this access remain also dependent on international economic conditions and sources of financial risk, as well as on the prospective path of domestic disposable income and Greek asset valuations. As acknowledged by all major rating agencies, the significant size of the Greek State's cash buffer, along with the very long maturity of the debt and affordable debt-servicing terms, offset the risks from the temporary increase in the debt ratio to GDP due to the COVID-19 shock. On that note and in response to the remarkable progress in fiscal adjustment and macroeconomic recovery, the distance of the Hellenic Republic's rating from the investment grade territory has been narrowed to 1 notch by S&P, Fitch, Scope and DBRS and to 3 notches by Moody's away from investment grade. In particular, S&P Global Ratings affirmed Greece's long-term sovereign rating at "BB+", changing its outlook from stable to positive on 21 April 2023, highlighting an increased probability of an upgrade to investment grade status in the coming months, if fiscal discipline and the pace of structural reforms are maintained. In addition, Fitch Ratings upgraded Greece's credit rating to "BB+" with a stable outlook, on 30 January 2023, while Moody's Ratings and DBRS Morningstar affirmed Greece's long-term sovereign ratings at "Ba3" changing its outlook to positive from stable, on 17 March 2023, recognising the country's economic resilience and fiscal and debt sustainability, despite the increasing global risks (*Sources: S&P Ratings, Fitch Global Ratings and Moody's press releases on Greek Sovereign outlook*). Nevertheless, there are still considerable uncertainties surrounding the prospective pace of improvement in the country's sovereign rating, which is also closely related to the private sector's creditworthiness.

The rating agencies note that the probability of new downgrades of the Hellenic Republic's rating could re-appear in the event of an emergence of doubts about the country's commitment to maintaining a sound fiscal position and in case of the country's failure to reduce government debt as a percentage of GDP over the short term, in the event of, for example, a more pronounced and longer

period of fiscal easing and weak economic performance. A stabilisation or even a downgrade of the Hellenic Republic's rating may also occur if official sector lenders waiver from their commitment to conditionally provide further relief to the Hellenic Republic's debt servicing costs over a medium-to-long term horizon, if needed, in the future, as the activation or not of this package is conditional on the debt sustainability review planned at the end of the extended grace period on the specific part of the EFSF loans in 2032 (Source: Eurogroup Statement, 24 May 2018). Moreover, in their latest assessments of the Greek economy, the rating agencies refer to downside risks, such as the possibility that the budgetary performance to deviate significantly and negatively from the anticipated, as well as external imbalances, such as a worse-than-expected current account deficit, and the event a more pessimistic downside scenarios for the global economy materializes.

Should any downgrades occur or rating outlooks turn negative, the financing costs of the Hellenic Republic would increase and its access to market financing could be disrupted, with negative effects on the cost of capital for Greek banks (including the Bank) and the Bank's business, financial condition and results of operations. Downgrades of the Hellenic Republic's credit rating could also result in a corresponding downgrade in the Bank's credit rating and, as a result, increase wholesale borrowing costs and the Bank's access to liquidity.

*A material outflow of customer deposits, particularly retail deposits, an inability to attract new deposits, or an inability to contain the cost of deposits over time, could materially impact the Group's liquidity position and have a material adverse effect on the Group's operating results and financial condition.*

Historically, the Group's principal source of funds has been customer deposits. Since the Group relies on customer deposits for the majority of its funding, if its depositors withdraw their funds at a rate faster than the rate at which borrowers repay their loans, or if the Group is unable to obtain the necessary liquidity by increasing its funding under the facilities of the ECB and/or the capital markets, it may be unable to maintain its current levels of liquidity without incurring significantly higher funding costs or having to liquidate certain of its assets, or without resorting to funding from the Bank of Greece and the ECB under emergency liquidity assistance schemes. Although the Group's domestic deposits stabilised in 2016, followed by an increasing trend from 2017 to 2022 there can be no assurance that outflows will not occur in the future.

The on-going availability of customer deposits to fund the Group is subject to changes due to factors outside its control, such as significant deterioration in economic conditions in Greece, depositors' concerns relating to the Greek economy, the financial services industry or the Bank specifically. Any loss in customer confidence in the Group's banking businesses, or the banking sector in general, could significantly increase the amount of customer deposit withdrawals and increase the cost of deposits and the overall cost of funding in a short period.

Any of these factors separately or in combination could lead to a sustained reduction in the Group's ability to access deposit funding in the future and significantly higher funding costs, which would impact the Group's ability to fund its operations and meet its minimum liquidity requirements and have a material adverse effect on the Group's liquidity results of operations, financial condition and prospects.

*The phasing out of the pandemic collateral easing measures and potential changes in the collateral acceptance rules for Greek Government Bonds may have a material impact on the Group's liquidity.*

The ECB adopted in April 2020 a package of temporary collateral easing measures to facilitate the availability of eligible collateral for Eurosystem counterparties to participate in liquidity-providing operations, such as the targeted longer-term refinancing operations ("TLTRO-III"), as a response to the coronavirus emergency. The measures collectively support the provision of bank lending. This has been achieved through:

- the expansion of the additional credit claims (the “ACCs”) frameworks. The ACC frameworks provide the possibility for National Central Banks to enlarge the scope of eligible credit claims for counterparties in their jurisdictions. This includes the possibility to accept loans with lower credit quality, loans to other types of debtors, not accepted in the ECB’s general framework, and foreign-currency loans;
- a waiver of the minimum credit quality requirement for marketable debt instruments issued by the Hellenic Republic for acceptance as collateral in Eurosystem credit operations; and
- a general reduction of collateral valuation haircuts by a fixed factor of 20%.

The ECB decided on March 2022, to gradually phase out these measures and gradually restore Eurosystem’s pre-pandemic risk tolerance. From July 2022, the ECB halved the temporary reduction in collateral valuation haircuts across all assets from the current 20% adjustment to 10%. In June 2023 the ECB expects to implement a new valuation haircut schedule based on its pre-pandemic risk tolerance level for credit operations, phasing out the remaining general 10% reduction in collateral valuation haircuts. In March 2024 the ECB will in principle phase out the remaining pandemic collateral easing measures related to ACC frameworks, following a comprehensive review.

Notwithstanding the above, the ECB has decided to continue to accept as eligible collateral GGBs that do not satisfy the Eurosystem’s minimum credit quality requirements but fulfil all other applicable eligibility criteria, for at least as long as reinvestments in GGBs under the PEPP continue, currently defined as at least until the end of 2024.

If the ECB were to revise their respective collateral standards and remove GGBs from being accepted as eligible collateral, the Group’s access to the ECB’s liquidity-providing operations could be adversely affected, as the amount of funding available from the ECB is tied to the collateral the Group has provided. In addition, if the ECB were to revise collateral haircuts and the value of the Group’s eligible assets declined, then the amount of funding the Group can obtain from the ECB would be proportionally limited. Increases in past due loans will also negatively affect the available collateral used for funding purposes (see also “*Deteriorating asset valuations may adversely affect the Group’s business, results of operations and financial condition and may limit its ability to post collateral for Eurosystem funding purposes*” below).

*Deteriorating asset valuations may adversely affect the Group’s business, results of operations and financial condition and may limit its ability to post collateral for Eurosystem funding purposes.*

A substantial portion of the Group’s loans and advances to corporate and individual borrowers are secured by collateral such as real estate, securities, vessels, term deposits and receivables. In particular, as mortgage loans are one of the Group’s principal assets, the Group is currently highly exposed to developments in the real estate markets, especially in Greece. The Greek real estate market has shown increasing signs of revival since 2018, with residential valuations posting further increases of 7.2% year-on-year in 2019, 4.5% year-on-year in 2020 despite the pandemic, 7.6% year-on-year in 2021 and 11.1% year-on-year in 2022, while prices of prime commercial spaces (average of retail and office prices) increased by 3.1%, on average, in 2019-2021 and by 2.8% year-on-year in the first half of 2022 (Sources: *Bank of Greece, Real Estate database*). Notably, the Athens area continued to outperform the market average with prices increasing by 10.2% on average per annum in 2020-2022 compared to 7.7%, respectively, for the market average. House prices have appreciated in the fourth quarter of 2022 by 41.8% from their lowest point in the third quarter of 2017, while prices in the region of Athens have risen by 60.4% from their lowest point in the first quarter of 2017 (Source: *Bank of Greece, Real Estate database*). The resilience of the real estate market reflects the support from pent-up demand and limited supply of new buildings, which has been buoyed by a reactivation demand from abroad in 2021-22 – including indirect effects of revived tourism on demand for short-term renting as well as though outright purchases by non-residents. Construction

activity started to respond to rising demand, increasing by 3.9% year-on-year in 2020, 14.7% year-on-year in 2021 and 24.6% year-on-year in 2022 on the back of higher residential construction and public works activity (*Source: ELSTAT, Quarterly National Accounts, 4<sup>th</sup> Quarter 2022, Press Release, March 2023*).

Accordingly, downside risks remain considerable given a still sizeable backlog of unsold houses and relatively high effective tax burden, despite a significant reduction in the unified property tax (“ENFIA”) in 2019 and 2022 and a further suspension of the VAT rate on new buildings and of the capital gains tax rate on property that is currently proposed until 2024.

Downside risks mainly related to the scarring effects of the pandemic and to the evolving inflation shock and the concomitant increase in interest rates on mortgage loans, which could lead to a persistent difference in the speed of the recovery, weighing on the private sector’s financial position and economic sentiment. These developments could lead to a deterioration of economic and business conditions in sectors and activities in which the Group’s borrowers operate or in the market of the collateral, which may result in the value of collateral falling below the outstanding principal balance for some loans. A decline in the value of collateral or the Group’s ability to obtain additional collateral, may require the Group to establish additional allowance for loan losses.

The value of assets collateralising the Group’s secured loans, including residential and other real estate, remains highly sensitive in the event of re-emergence of pressure on real estate valuations. In the scenario of a re-emergence of pressure on real estate market activity and valuations, the financial performance and creditworthiness of the Group’s borrowers could worsen and an increase in the level of the Group’s past-due loans could occur, having a material adverse impact on the Group’s financial condition and results of operations.

An increase in financial market volatility or adverse changes in the marketability of the Group’s assets could impair the Group’s ability to value certain of its assets and exposures. The value the Group ultimately realises will depend on the fair value determined at that time and may be materially different from current value. Any decrease in the value of such assets and exposures could require the Group to realise additional impairment charges, which could adversely affect the Group’s financial condition and results of operations, as well as its capital adequacy.

*There can be no assurance that the Bank’s capital will be sufficient, in particular if economic conditions in Greece do not improve or if they deteriorate further.*

There can be no assurance that the Bank will not require further capital in future periods in order to continue to meet its capital adequacy requirements (see “*Regulation and Supervision of Banks in Greece – EU-wide stress test 2023*”).

The potential deterioration in the credit quality of the Group’s assets as a result of the economic implications from the COVID-19 crisis, may exceed current expectations, lead to additional impairments in the future which may result in higher losses than currently anticipated, or the regulators may otherwise increase their Supervisory Review and Evaluation Process (“SREP”) asset quality requirements for the Group. Any of these consequences may in turn generate the need for the Group to raise additional capital.

Further to the above, the four systemic Banks in Greece (Alpha Bank, the Bank, Eurobank and Piraeus Bank) on 31 July 2018 entered into a servicing agreement with a credit institution specialised in the servicing of NPLs, doBank S.p.A (“doBank”). This agreement is part of the strategic framework of the Greek systemic banks to reduce their NPEs by protecting the viability of small and medium sized enterprises (“SMEs”) and supporting the recovery of the Greek economy.

To the extent that part of the NPE decrease is achieved through sales of loans at prices below their net carrying amount, the Group may recognise additional charges in such periods. If the levels of

additional charges are significant, the Group could be required to raise additional capital to absorb any losses.

Furthermore, the Group anticipates that stress tests or other supervisory exercises analysing the strength and resilience of the European banking sector will continue to be carried out by national and supranational supervisory authorities in future periods. (See also “*Regulation and Supervision of Banks in Greece – EU-wide stress test 2023*” below).

Loss of confidence in the European banking sector following the announcement of any future stress tests, a market perception that any such tests are not sufficiently rigorous, or capital shortfalls identified by such stress tests or by any other supervisory exercises that assess the classification and provisioning practices applied by the Group, could also have a negative effect on the Group's operations and financial condition. Furthermore, the results of any stress tests or other supervisory exercises may result in a requirement for the Group to raise additional capital.

*There is uncertainty about the Bank's ability to continue as a “going concern”.*

The going concern basis of the Bank is dependent on the profitability, the Group's CET1 ratio exceeding the Overall Capital Requirements (“**OCR**”), the access to the Eurosystem facilities and recent developments regarding the Greek economy, including the latest estimates regarding macroeconomic indicators and the measures that have been adopted from 2020 in order to provide support to the European banking system and to the Greek economy in dealing with COVID-19. More specifically, Management concluded that the Bank is a going concern and that the application of the going concern principle for the preparation of the Three Months 2023 Financial Statements (as defined below) is appropriate after considering (a) the significant recurring profitability of the Group, (b) the significant collateral buffer and Liquidity Coverage Ratio (“**LCR**”) and Net Stable Funding Ratio (“**NSFR**”) which is well above 100% (c) the current level of European Central Bank (“**ECB**”) funding solely from Targeted Long-term Refinancing Operations (“**TLTROs**”) (d) the Group's Common Equity Tier 1 (“**CET1**”) ratio at 31 March 2023 which exceeded the OCR, (e) the increasing support from the Recovery and Resilience Facility (“**RRF**”), (f) the activation of new fiscal measures in response to pressures from increased inflation and (g) the Group's insignificant exposure to Russia and the Ukraine and Management's actions with respect to the crisis.

Greek economy is expected to outperform the euro area in the baseline scenario for 2023, on the back of: i) stronger carryover effects from its solid economic growth momentum in 2022; ii) a more defensive position in the credit cycle, with the business sector hardened by multiyear restructurings and exhibiting lower leverage levels and sizeable liquidity buffers, fueled further by significant 2022 activity; and iii) increasing support from the RRF, with inflows (*i.e.* grants and loans, excluding leverage), according to the European Commission, estimated at €11.1 billion in 2021 – Feb 2023, providing a significant boost to fixed capital investment in 2023.

More specifically, the strong economic recovery bolstered the fiscal performance, despite the cost of additional energy support measures. Fiscal data for 2019-2022 (announced by the Hellenic Statistical Authority (“**ELSTAT**”) on 21 April 2023) showed that the General Government achieved a marginal primary fiscal surplus of 0.1% of GDP in 2022 (according to the European System of National and Regional Accounts (“**ESA**”) 2010 definition), overperforming the State Budget 2023 estimate for a primary deficit of 1.6% of GDP in 2022 and following a downwardly revised primary deficit of 4.7% of GDP in 2021. For 2023, the State Budget targets to a higher primary surplus of 0.7% of GDP, with increasing margin for a new overperformance. Moreover, Greece's public debt as per cent of GDP recorded for a second consecutive year an outstanding annual decline in 2022 (-23.3 pps), dropping to 171.3% of GDP – the lowest ratio since 2012 – from 194.6% in 2021 and 206.3% in 2020, and is expected to decline further in 2023.

Headline inflation decelerated at a faster pace in March 2023, with Consumer Price Index (“**CPI**”) growth slowing to a 17-month low of 4.6% y-o-y, from 7.2% in December 2022 and a peak of 12.1% in June 2022. This slowing mainly reflects favorable base effects on energy prices with petrol, heating

oil and electricity prices subtracting 3.0 pps from the annual change of CPI. These trends also remain in line with the respective NBG estimates, pointing to an average annual inflation rate of 4-4.5% in FY.2023.

Moreover, available information from high-frequency leading and conjunctural indicators (economic sentiment, manufacturing production growth, manufacturing Purchasing Managers' Index (“PMI”)) showed signs of strengthened activity in q-o-q terms in 1Q.2023. Employment increased by 0.8% y-o-y in 2M.2023, whereas unemployment rate dropped to c. 11% in the same period from 12.4%, on average, in FY.2022. Early signs of tourism activity in 2023 have also been very encouraging. International arrivals in the Athens International Airport increased by 70.6% y-o-y in 1Q.2023, while tourism revenue increased by 76.5% (€0.2 billion) y-o-y in 2M.2023. The latest market estimates point to an annual increase in tourism revenue of at least 10%.

The stronger-than-expected GDP outcome in 2022 and robust signs from leading and conjunctural indicators, along with an upward revision in forecasts of economic growth in the euro area by the ECB, point to an increasing probability that the GDP growth forecast of 2.0% y-o-y, which underpins the NBG baseline macroeconomic scenario for FY.2023, will be exceeded.

Nonetheless, the above estimates are subject to some considerable downside risks, which may create uncertainty about the Bank’s ability to continue as a going concern, such as:

- A potential recurrence of energy crisis and/or a new spike in energy prices due to revived international demand, which could bring the Greek economy to a disadvantaged position, entailing additional downward pressures on economic growth, given the decreasing capacity for large scale fiscal interventions.
- Similarly, a slower-than-expected easing of inflation pressures globally, would prompt an even more aggressive monetary policy tightening, giving rise to stronger recessionary and financial headwinds, weighing on fiscal capacity and weakening private investment spending.
- The negative impact on activity from the ongoing monetary policy tightening worldwide and the incidences of banking sector turbulence in March 2023 (Silicon Valley Bank, Credit Suisse) is likely to become evident with a time lag. However, Greece shows less sensitivity to the near-term tightening in financial conditions, due to the relatively low leverage of the private sector and the unique characteristics of public debt, which are combined with substantial cash buffers of financially stronger companies and households, as well as the State.
- The outlook of the economy could weaken significantly if geopolitical risks escalate further, at a global or regional level, undermining confidence and tourism activity and leading to a deferral of private spending decisions.

For additional information on the going concern analysis carried out by the Bank, please refer to “Note 2.2: Going concern” of the 2022 Annual Financial Statements, “Note 2.2: Going concern” of the March 2023 Interim Financial Statements, each of which is incorporated by reference herein.

If the Bank were to assess that the upcoming financial statements could not be prepared on a going-concern basis, whether as a result of the considerations discussed above, or due to new considerations or risks, such event would have a material adverse effect on the Group’s results of operations, financial condition and prospects and the ability of the Bank to meet its payment obligations under the Covered Bonds.

### **Risks Relating to the Bank’s Recapitalisation and Receipt of State Aid**

*As a recipient of state aid, the Bank’s operational autonomy is constrained.*

As a result of recapitalisations in 2013 and 2015, each of which included State Aid within the meaning of applicable EU legislation, and in order for the HFSF to fulfil its objectives under the HFSF Law (as defined below), exercise its rights and obligations and comply with the commitments

undertaken through the Financial Assistance Facility Agreement (“**FFA**”) signed on 19 August 2015 by and between the ESM, the Hellenic Republic, the Bank of Greece and the HFSF and the MoU signed on 19 August 2015 between the ESM, on behalf of the European Commission, the Hellenic Republic and the Bank of Greece, the HFSF and the Bank entered into a revised relationship framework agreement dated 3 December 2015 (the “**Relationship Framework Agreement**”), which amended the initial relationship framework agreement dated 10 July 2013 between the Bank and the HFSF. The Relationship Framework Agreement applies in alignment with the Greek law 3864/2010 as amended and in force (see “*Regulation and Supervision of Banks in Greece—The Hellenic Financial Stability Fund—The Greek Recapitalisation Framework—Relationship Framework Agreement*” below).

Under European State Aid rules, the Bank had undertaken certain commitments, among others, setting out restrictions, as well as certain procedures that the Bank had to follow (the “**Commitments**”) and in 2015 submitted a Revised Restructuring Plan which was approved by the Directorate General for Competition on 4 December 2015 (the “**Revised Restructuring Plan**”). On 10 May 2019, the Directorate General for Competition of the European Commission approved the Bank’s 2019 Revised Restructuring Plan (as defined in “*Description of the Group – History and Development of the Group – 2019 Revised Restructuring Plan*”) and, together with the 2015 Revised Restructuring Plan, the Revised Restructuring Plans and each a Revised Restructuring Plan.

Furthermore, the Commitments of the Hellenic Republic towards the European Commission also provided for the appointment of a monitoring trustee (the “**Monitoring Trustee**”) for each bank under restructuring, including the Bank. The Monitoring Trustee acted on behalf of the European Commission and aimed to ensure the compliance of the Bank with such Commitments and oversaw the implementation of restructuring plans and the Bank’s compliance with the applicable State Aid rules. As communicated by Directorate General for Competition in June 2022, the restructuring period and the mandate of the Monitoring Trustee for NBG has ended, as NBG complied with its commitments with the exception of the run-off of NBG Egypt. It is noted that the size of asset deleveraging remaining in NBG Egypt is very limited compared to the overall assets NBG deleveraged, and that NBG exceeded the overall level of deleveraging required by the commitments of its Restructuring Plan. The effort to complete the wind-down of NBG Egypt is in progress (See also p. 17-18 of the 31 December 2022 Group and Bank Annual Financial Report – “*2019 Revised Restructuring Plan*”, as incorporated by reference in this Base Prospectus).

*The Hellenic Financial Stability Fund (“**HFSF**”), as shareholder, has certain rights in relation to the operation of the Bank and has, and will continue to have, the ability to exercise significant influence over the Group’s operations.*

Under the Relationship Framework Agreement governing the relationship between the Bank and the HFSF, the HFSF, as shareholder, has certain rights in relation to the operation of the Bank. Although the Relationship Framework Agreement provides that the Bank’s decision making bodies will continue to determine independently, among other things, the veto powers held by the HFSF representative appointed to the Board of Directors (appointed since June 2012 pursuant to Greek law 3864/2010) restrict to a certain extent the discretion of the Bank’s management. Accordingly, as a result of the Bank’s participation in recapitalization programmes, the HFSF is able to exercise on certain matters significant influence over the operations of the Bank (see “*Regulation and Supervision of Banks in Greece*”).

Pursuant to the provisions of the HFSF Law and the Relationship Framework Agreement, the HFSF’s appointed representative has powers to veto key corporate decisions of the Bank.

In addition to the provisions of the HFSF Law, and pursuant to the Relationship Framework Agreement, the HFSF free access to credit institutions books and records is restricted only to information needed for the purpose of the divestment of the HFSF’s holding in the Bank. Additionally, as prescribed by the Relationship Framework Agreement, the HFSF representative shall

be appointed as member of all Board Committees, while the HFSF observer (who participates in the Board without voting rights) will also be appointed in all Committees.

Consequently, there is a risk that the HFSF may exercise the rights it has to exert influence over the Bank and may disagree with certain of the Bank's decisions relating to, dividend distributions, benefits policies which will ultimately limit the Group's operational flexibility.

As at 19 June 2023, the HFSF holds 369,468,775 common shares with voting rights, representing 40.39% of the Bank's share capital. See "*Description of the Group – Major Shareholders – Common Shares*" below.

### **Risks relating to the Group's Business**

*The Group may not be able to meet its NPE targets for the period 2023-2025, which may have an adverse effect on the Group's operations and business.*

From December 2015 to December 2022, the Group achieved a decrease of €22.6 billion of the NPE stock through a combination of organic and inorganic actions, with Group NPE stock as of 31 December 2022 at €1.8 billion. Similarly, the NPE ratio dropped from 46.8% to 5.2% post to NPE securitisations (Project "Frontier" derecognition) and in 2022 the Project "Frontier II" classification as Held for Sale. More specifically, NPE reduction continued in 2022, with the stock of domestic NPEs reduced further by €0.5 billion to €1.6 billion, reflecting mainly inorganic actions. Domestic NPE ratio dropped by c. 180 basis points ("bps") to 5.1% in 4Q.22, with NPE coverage at 88.4% from 77.5% in 4Q.21. International NPE ratio and coverage in 4Q.22 settled at 7.6% and 73.7%, respectively. Furthermore, as per the regular ECB calendar, the revised NPE targets for the 2023-2025 period were submitted to the Single Supervisory Mechanism ("SSM") on 31 March 2023.

However, if geopolitical risks escalate further, a potential recurrence of energy crisis and/or a new spike in energy prices due to revived international demand, the negative impact on activity from the ongoing monetary policy tightening worldwide and the incidences of banking sector turbulence in March 2023 (Silicon Valley Bank, Credit Suisse), as well as adverse macroeconomic conditions in the countries in which the Group operates may result in adverse effects on the credit quality of the Group's borrowers, leading to delinquencies and defaults (see also "*Our business may indirectly be impacted by the war between Russia and Ukraine*", "*Persistent inflation pressures, compounded by a looming energy crisis and expectations of a significant deterioration in economic conditions worldwide, may have an adverse effect on our business*"). Since a major part of legacy NPEs has been managed, the evolution of the NPE balance and ratio going forward is primarily dependent on the containment of new NPE formation, driven by the performing book asset quality and the performance of already restructured facilities. The level of the future NPE formation is considered to be highly correlated with the evolution of the risks already described. Future provisions for NPEs could have a materially adverse effect on the Group's profitability. Also, Group's failure to reduce its NPE levels on a timely basis, or in its entirety, or on the terms that it currently expects, could adversely affect its financial condition, capital adequacy and operating results.

*Regulation regarding the bankruptcy of individuals, creditors' rights and further protective measures related to the COVID-19 pandemic may limit the Group's ability to collect receivables on NPEs, and lead to an additional impairments.*

Pursuant to the previously applicable regime under Greek law 3869/2010, as amended and in force, individuals who were in a state of permanent inability to pay their debts not attributable to wilful misconduct, had the ability to adjust their debts and could be released from a portion of such debts through filing of an application to the competent court Greek law 4738/2020 has established, inter alia, a special regime for protecting main residences of eligible individuals who are considered to be vulnerable distressed debtors and a business debt settlement mechanism (see "*Settlement of Amounts Due by Indebted Individuals*" and "*Restrictions on Enforcement of Granted Collateral*" under

“*Regulation and Supervision of Banks in Greece*”). At 31 December 2022 and 30 June 2022, 18,585 and 21,077 NBG customers (excluding held for sale) that had applied to the court under the provisions of Greek law 3869/2010 had outstanding balances of EUR 471 million and EUR 634 million, respectively. In addition, the Group may not be able to enforce certain collateral in enforcement proceedings for real estate used as the main residence of the debtors, subject to certain conditions as described in “*Regulation and Supervision of Banks in Greece—Restrictions on Enforcement of Granted Collateral*”. Future provisions for NPEs could have a materially adverse effect on the Group’s profitability.

The COVID-19 outbreak is still an existing risk and the Bank is unable to predict the ultimate impact from COVID-19 on the results of operations, prospects, financial condition and business of the Group in future periods. The financial strains caused by the COVID-19 pandemic have been and are expected to continue to be extensive in the Group’s markets, and deteriorating financial conditions in Greece have led to an increase, and will likely lead to further increases, in the Group’s credit impairments. Moreover, notwithstanding the efforts of the Greek government and the EU to address the economic impact of the COVID-19 pandemic, uncertainty remains with regards to the extent and timing of the Greek and/or global economic recovery to pre-COVID-19 levels. The situation caused by COVID-19 is unique and difficult to assess, and the situation is changing rapidly. In any case, any potential change in the regulatory framework could result in an increase of future provisions, the need for additional capital, the classification of loans and exposures as “non-performing” and a corresponding significant decrease in the Group’s revenue, which could materially and adversely affect its financial position, capital adequacy and results of operations.

*Our business may indirectly be impacted by the war between Russia and Ukraine.*

On 24 February 2022, Russia invaded Ukraine, leading to an upsurge in geopolitical uncertainty and putting severe pressure on energy and non-energy market conditions. Rapidly rising energy and food prices were combined with already existing supply-side inflation pressures that followed the COVID-19 recovery and prompted monetary authorities to adopt a more restrictive stance. Despite the activation of new fiscal measures to cushion the spike in inflation, and especially its energy-related aspects, this combination of adverse developments started to weigh on economic conditions and the sentiment of business and households since the second half of 2022. However, energy saving measures, favourable weather conditions, increasing differentiation of energy supply sources and stronger-than-expected tourism activity, cushioned the impact of accelerating inflation on economic conditions in EU as well as in Greece. In this respect, global inflation started to show signs of slowing in the first months of 2023. Nonetheless, risks remain elevated as the war in Ukraine continues, while geopolitical uncertainty remains high and new energy-related risks or larger threats to global economic and geopolitical stability could emerge in the event of a further escalation of the Ukraine crisis. The invasion has also escalated tensions between Russia and the U.S., NATO, the EU and the UK. The U.S. has imposed, and is likely to further impose, material, financial and economic sanctions and export controls against certain Russian organizations and/or individuals, with similar actions implemented by the EU and the UK and other jurisdictions. In 2022 and the first months of 2023, the U.S., the EU and the UK, each imposed packages of financial and economic sanctions that, in various ways, constrain transactions with numerous Russian entities and individuals; transactions in Russian sovereign debt; investment, trade and financing to and from certain regions of Ukraine as well as in trade of energy products and some non-energy commodities.

The Group has taken all necessary measures to comply with sanctions imposed by the competent authorities. Management is closely monitoring the developments and periodically assessing the impact that these may have on the Group’s operations and financial position. The Group has no significant exposure in securities, interbank transactions (secured or unsecured), derivatives, or commercial transactions, related to Russia or Ukraine, or to the Ruble, or with any Bank or subsidiary that is domiciled in these countries. The Group also examined any indirect exposure through its corporate loan portfolio. As a result of the Ukrainian crisis, the expected impact from first order effects on the underlying obligors was deemed immaterial. However, although the direct economic

exposure of the Greek economy to the crisis zone (Russia, Ukraine) remains comparably low, the energy factor represents a significant risk for economic growth in Greece and the Euro area as a whole, whereas a prolonged increase in geopolitical threats could impose significant pressures on the performance of other sectors of economic activity, including tourism. Moreover, additional and unexpected geopolitical and financial shocks could increase risk aversion, leading to a deferral of private spending decisions, especially for new investment on fixed capital, and could also put downward pressure on collateral values, having an adverse effect on the Group's business and results of operations. The ongoing tightening of monetary policy, with ECB increasing its main policy rates by 3.75 percentage points between July 2022 and May 2023, and the reversal of extraordinary liquidity measures adopted during the pandemic, as inflation pressures appear to be more intense and persistent than initially considered, are likely to put additional pressure on financial market conditions, borrowing costs, asset valuations and private sector sentiment.

*Potential increase of cyber risk due to new conditions introduced by the COVID-19 pandemic and the recent geopolitical events, regarding the Russia - Ukraine tension.*

COVID-19 affected and continues to affect the global cybersecurity landscape. The increased usage of digital services during the pandemic, that is expected to remain increased even following the end of the pandemic, in tandem with the dependence on technology make the technological infrastructure of financial institutions more efficient, but also more vulnerable to cyber-attacks. Advanced social engineering attacks, targeted phishing attacks, and the exploitation of special conditions created by working from home were on the rise worldwide. The Group has successfully identified and addressed the risks from the onset of the pandemic.

Moreover, following the Russian invasion of Ukraine in February 2022, significant cyber activity has been noted worldwide. While the situation is evolving rapidly and the attack on Ukraine continues to widen, the Bank adopts a heightened posture when it comes to cybersecurity and the protection of its most critical assets. Controls are in place in order to reduce the likelihood of a damaging cyber intrusion, mechanisms to ensure that the Bank is prepared to respond if an intrusion occurs, whereas plans have been developed to maximize the Bank's resilience to a destructive cyber incident.

The Group safeguards its systems and processes and continuously monitors and develops them to protect its technology infrastructure and data from embezzlement. The Bank, in order to certify that it follows best practices regarding information security and to strength its security footprint, has attained the ISO 27001 certification and PCI DSS certification for the scope of IT infrastructure and services.

The digital global landscape is continuously changing and evolving, thus the risks related to information security in the banking sector are also increasing.

Group's cyber security systems continue to improve with the strengthening of detection, response, and protection mechanisms, in order to ensure high quality of customer service, protection of personal data, increase of service efficiency and secure business activity. See also *"The Group's information systems and networks have been, and will continue to be, exposed and vulnerable to an increasing risk of continually evolving cybersecurity or other technological risks which could result in the unavailability of IT services or in the disclosure of confidential client or customer information, damage to its reputation, additional costs to it, regulatory penalties and financial losses"*.

The Group also continuously invests in infrastructure to prevent, detect, and mitigate cyber threats. NBG already has in place a robust framework supported by experienced staff and appropriate IT infrastructure to minimize the probability of a cyber-intrusion. From the onset of the COVID-19 pandemic and the recent geopolitical events, NBG has proactively augmented this framework with a significant number of preparedness and security enhancement actions which will help reduce the impact of any such attacks. However, such precautions may not be sufficient to avert cyber-attacks affecting the Group's IT systems which, if successful, could have an adverse effect on the Group's operations and business.

*Our businesses may be impacted from the persistent energy challenges and increased recession fears for the euro area.*

The prolonged war in Ukraine remains a source of concern, resulting in increased macroeconomic uncertainty, causing a sharp rise in commodity prices and inflationary pressure, further global supply-chain disruption, a tightening of financial conditions, heightened uncertainty and a sharp drop in consumer confidence. More specifically, geopolitical risks have pushed energy prices upwards, since Russia has been, through time, the main supplier of natural gas to the European Union. Although the direct economic exposure of the Greek economy to the crisis zone (*i.e.*, Russia and Ukraine) has been comparably low, near-term pressures have been minimized through the differentiation of energy supplies, and natural gas consumption in Greece and the EU has been reduced, nonetheless the energy factor represents a significant risk for economic growth. In this respect, a potential recurrence of the energy crisis and/or a new spike in energy prices due to revived international demand, possibly driven by China, could bring the Greek economy to a disadvantaged position, entailing additional downward pressures on economic growth, given the decreasing capacity for large scale fiscal interventions, and could also impose new risks as regards the performance of other sectors of economic activity, including tourism. Moreover, if geopolitical tensions escalate further, at a global or regional level, financial shocks could increase risk aversion, leading to a deferral of private spending decisions, especially for new investment on fixed capital, and could also put downward pressure on collateral values. Therefore, the war in Ukraine, in conjunction with the ongoing normalization in monetary policy by the ECB that leads to more restrictive financial conditions, may adversely affect the value of assets collateralising secured loans, including houses and other real estate, where such a decline could result in impairment of its values or an increase in the level of the Bank's NPEs. Finally, the war in Ukraine may adversely affect South Eastern European countries where the NBG has certain subsidiaries and could therefore have an adverse effect on the Group's business and results of operations.

In light of the above, related assessments by the ECB (March 2022 and September 2022) indicated that the Russian invasion of Ukraine will have a significant impact on economic activity and inflation, even in the medium term, with rising energy and commodity prices, a disruption in international trade and weaker confidence as its main drivers. Most recent analysis by the ECB in December 2022 and March 2023 acknowledge that energy market conditions and the inflation impact on economic conditions were less severe than initially feared, but refer to existence of persistent sources of risk as regards activity and inflation persistence. Although energy-related pressures on economic activity were smaller-than-initially-expected, the transmission of inflation pressures on food and other categories of goods and services led to higher-than-initially-estimated inflation and increased the pressure on monetary authorities to tighten further their stance. Elevated geopolitical uncertainty, lags in the transmission of the impact of interest rate hikes to macroeconomic and financial conditions, and adverse second-round effects on production costs and global trade dynamics could impose downside pressure on economic activity in the Euro area, as well as in Greece, during the course of 2023 or/and in the coming years. As inflation persists, the ECB is changing its monetary stance and the markets are repricing interest rate expectations to embed inflation pressures. Moreover, energy-security risks for the EU remain elevated, with a significant reduction in the pipeline flows of natural gas from Russia and/or a complete interruption of supply for specific countries. This pressure was largely offset by LNG imports, and additional energy savings, that have been compounded by supportive weather conditions during the winter 2022-23. As regards the ongoing monetary policy tightening, on 21 July 2022, 8 September 2022, 27 October 2022, 15 December 2022, 2 February 2023, 16 March 2023 and 4 May 2023, the ECB raised the key policy interest rates by 50 basis points, 75 basis points, 75 basis points, 50 basis points, 50 basis points, 50 basis points and another 25 basis points, respectively (Source: ECB, Monetary policy decisions, Press Release, 9 June 2022, 21 July 2022, 8 September 2022, 27 October 2022, 15 December 2022, 2 February 2023, 16 March 2023 and 4 May 2023). Against a backdrop of a material inflation-impact on private sector disposable income, which was partially offset by fiscal policy, and tightened monetary policy worldwide, expectations regarding the performance of the global economy remain uncertain in both the short and medium term. See further *"Persistent inflation pressures, compounded by a looming energy crisis and expectations of a*

*significant deterioration in economic conditions worldwide, may have an adverse effect on our business” below.*

*Persistent inflation pressures, compounded by a looming energy crisis and expectations of a significant deterioration in economic conditions worldwide, may have an adverse effect on our business.*

The Group’s business and operations may be affected by the ongoing inflation surge, which started around mid-2021 – mostly reflecting a sluggish adjustment of the supply/production side of the global economy to the sharp rebound in activity that followed the lifting of COVID-19 restrictions – and has been amplified by the eruption of the crisis in Ukraine, as well as the subsequent stress in energy and non-energy commodity markets.

Specifically, the buoyant response of global demand to the gradual reopening of economic activities worldwide from the pandemic-induced lockdowns – following a period of limited investment and a scaling down of production – had set the stage for a spike in inflation. The Russian invasion in Ukraine and retaliatory sanctions since February 2022 have led to new massive increases in energy costs and other international commodity prices, having pushed inflation rates in most advanced economies around the world to the highest level since the early 1980s. In Greece, inflation started to increase in the third quarter of 2021, mainly due to rising import costs and food and energy products appreciation, with the annual increase in the Consumer Price Index (“CPI”) reaching 5.1% in December 2021. CPI growth spiked further in the first nine months of 2022, climbing to a 28-year high of 12.1% year-on-year in June and 12.0% year-on-year in September, but slowed to 8.3% year-on-year in the fourth quarter of 2022. This downward path continued into 2023, with headline inflation averaging at 5.2% year-on-year in the first four months of 2023 and slowing to 3.0% year-on-year in April (*Source: ELSTAT, Consumer Price Index (CPI) Database*). This upsurge followed a decade of very low or negative inflation in Greece, resulting from intensive economic adjustment and restrictive policies, which have been accompanied by a significant contraction of economic activity and high unemployment.

This observed surge in inflation during 2022 is attributed to a variety of reasons, some of which have been magnified by the crisis in Ukraine, posing broader risks even as regards the EU’s energy security in the near term. Higher energy prices and prolonged disruptions in supply chains, combined with profound changes in global trade patterns that followed the war-related sanctions on Russia, increase the uncertainty regarding the future path of inflation. However, the slowing in global economic growth and normalizing conditions in global supply chains have led to an easing of the above pressures on global economic and trade conditions since late-2022 and in the first months of 2023. Nonetheless, inflation risks remain considerable, due to high geopolitical uncertainty, the implications of the ambitious energy transition agenda of the EU, and the ongoing labor market adjustment involving compensatory wage increases. The intensity of future inflation challenges largely depends on the distribution of current and future shocks to the economy and how the monetary and fiscal policies will react, as well as on the duration of the war in Ukraine and its impact on energy costs, food prices, and global growth.

In this respect, the persistence of inflation, especially as regards the food component and the “core” measure, poses additional pressure for a more rapid tightening in monetary policy, following a long period of highly accommodative monetary and liquidity conditions. Increases in policy rates are already material in the US and the euro area and additional hikes are expected until the third quarter of 2023, bringing the monetary policy stance in contractionary territory. This tightening, along with its lagged impact on financial conditions and credit demand and the prospective slowdown of the world economy, tend to reduce risk appetite and perceived credit risk levels in the euro area.

The exact impact of inflationary pressures on the Group’s activities depends on the duration and the actual inflation rate and, therefore, it is difficult to predict. It is possible that there will be a significant, and economically important, negative relationship between inflation, household

disposable income and business conditions which will also adversely affect both banking and equity market activity. This unfavourable sequence of developments has been avoided in 2022 and in the first months of 2023, due to the dynamic recovery of tourism and the increased fiscal support to cushion the pressure from rising energy costs, but may have a material adverse effect on the business operations and economic results of the Group in the future. Moreover, inflation is expected to put upward pressure on the Group's expenses.

For what concerns the Euro area, annual inflation (measured by the harmonised index of consumer prices – HICP) averaged at 8.4% year-on-year in 2022 is expected at 5.6% year-on-year in 2023 by the European Commission (*Source: European Commission, Winter 2023 Economic Forecast, February 2023*). Actual data available until April 2023 showed that the Euro area annual inflation rate reached 7.0% in April 2023 (7.8%, on average, in the first four months of 2023), down from 10.6% year-on-year in October 2022 but still higher than 5.0% in December 2021 (*Source: Eurostat, Harmonised Index of Consumer Prices (HICP) Database*). The figure is driven, once again, mainly by increases in the prices of food, alcohol and tobacco, as well as in components of core inflation such as services and other industrial goods.

Should the inflation spike persist or increase further in the following months, this would adversely impact Greek households, businesses, banks and the Greek government. Reduced purchasing power of households and increased costs for businesses, could reduce the size and/or the quality of the pool of prospective borrowers, and increase repayment delinquency rates. In addition, if inflation persists and leads to further increases in policy rates and market risk premia, the Group may have to identify proper strategies and products for hedging interest rate risk and adjust its operations. Any failure of the Group to address and adjust its strategy to the implications of the new monetary and inflation environment, and the concomitant financial market and real economy's reaction to the monetary policy tightening, could adversely affect its financial condition, capital adequacy and operating results.

*According to NBG Risk Taxonomy, the Group is exposed to credit risk, market risk, liquidity risk, operational risk, model risk and climate and environmental risk, strategic/business risk (primary risk types), as well as to model risk; the Group treats climate and environmental risks as transversal, cross-cutting risks, considering them as drivers of the aforementioned existing risk types (financial and non-financial risks).*

As a result of the Group's activities, NBG is exposed to credit risk, market risk, liquidity risk, operational risk, strategic/business risk (primary risk types), as well as to model risk; the Group treats climate and environmental risks as transversal, cross-cutting risks, considering them as drivers of the aforementioned existing risk types (financial and non-financial risks).. Failure to control these risks could have a material adverse effect on the Group's results of operations, financial condition, prospects and reputation.

- *Credit Risk.* Credit risk is the risk of financial loss relating to the failure of a borrower to honour its contractual obligations. It arises in lending activities as well as in various other activities where the Group is exposed to the risk of counterparty default, such as its trading, capital markets and settlement activities. Credit risk is the largest single risk the Group faces.
- *Market Risk.* Market risk is the current or prospective risk to earnings and capital arising from adverse movements in interest rates, equity and commodity prices and exchange rates, as well as their levels of volatility. The Group seeks to identify, estimate, monitor and effectively manage market risk through a robust framework of principles, measurement processes and a valid set of limits that apply to all the Treasury's transactions. The most significant types of market risk to which the Group is exposed are the following: interest rate risk, equity risk, foreign exchange risk and commodity risk. The performance of financial markets or financial conditions generally may cause changes in the value of the Group's investment and trading portfolios. However, it is difficult to predict with accuracy changes in economic or market

conditions and to anticipate the effects that such changes could have on the Group's financial performance and business operations. See "*Volatility in interest rates may negatively affect the Group's net interest income and have other adverse consequences*" and "*The Group is vulnerable to disruptions and volatility in the global financial markets*" below.

- *Liquidity Risk.* Liquidity risk is defined as the current or prospective risk to earnings and capital arising from the institution's inability to meet its liabilities when they fall due, without incurring unacceptable losses. It reflects the potential mismatch between incoming and outgoing payments, taking into account unexpected delays in repayments (term liquidity risk) or unexpectedly high outflows (withdrawal/call risk). Liquidity risk involves both the risk of being unable to liquidate assets in a timely manner and on reasonable terms and of unexpected increases in the cost of funding of the portfolio of assets at appropriate maturities and rates and the risk of being unable to liquidate a position in a timely manner and on reasonable terms.
- *Operational Risk.* Operational risk corresponds to the risk of loss resulting from inadequate or failure in internal processes/systems, or *due* to external events, whether deliberate, accidental or natural occurrences. Internal events include, but are not limited to, fraud by employees, clerical and record keeping errors and information systems malfunctions or manipulations. External events include pandemics, floods, fires, earthquakes, riots or terrorist attacks, fraud by outsiders and equipment failures. Finally, the Group may also fail to comply with regulatory requirements or conduct of business rules. This definition includes legal risk, excludes strategic and business risk, but takes into consideration the reputational impact of Operational Risk.
- *Model Risk.* Model Risk is the potential loss the Group may incur, as a consequence of decisions that could be principally based on the output of the models deployed, due to errors in the development, implementation or use of these models.
- *Strategic/Business Risk.* These risks are associated with vulnerabilities in strategic positioning or strategy execution (delivery) as a result of external or endogenous risk factors and possible inability to effectively react thereon. The impact of strategic risks is demonstrated through: (i) failure to deliver the expected results, *i.e.*, material deviations from a defined business plan in terms of profitability, capital and/or brand perception; (ii) long term deterioration of competitiveness, *i.e.*, worsening relative position compared to peers' benchmarks in strategically important areas.
- *Climate and environmental risk.* Acknowledging the importance and potential impact of climate and environmental risks, the Group has proceeded with the identification and materiality assessment of such risks and their incorporation in the overall Risk Management Framework. Recognizing climate change as a major challenge, the Bank commits to enhance its role as a financier and advisor in the transition effort to net zero. At the same time the Bank aims at promoting cyclical economy, reduced dependency on natural resources and environmentally responsible practices. In order to fulfil these ambitions and reach the relevant targets or any other climate related ambitions, the Group incorporate climate considerations into its strategy, business model, the products and services it provides to customers and its financial and non-financial risk management processes (including processes to measure and manage the various financial and non-financial risks the Group faces as a result of climate change). Failure to adequately embed risks associated with climate change into its risk framework to appropriately measure, manage and disclose the various financial and operational risks it faces as a result of climate change, or failure to adapt the Group's strategy and business model to the changing regulatory requirements and market expectations on a timely basis may have a material and adverse impact on the Group's level of business growth, funding, profitability, capital and financial position, as well as competitiveness and reputation.

Although management believes that its risk management and risk mitigation policies are adequate, the Group's risk management processes may not prevent all instances to mitigate or fully manage the

above risks. In addition, the volatility as a result of market forces out of the Group's control could cause the Bank's liquidity position to deteriorate. Such deterioration would increase funding costs and limit the Bank's capacity to increase its credit portfolio and the total amount of its assets, which could have a material adverse effect on the Bank's business, results of operations and financial condition.

*Volatility in interest rates may negatively affect the Group's net interest income and have other adverse consequences.*

Interest rates are highly sensitive to many factors beyond the Group's control, including monetary policies, domestic and international economic and political conditions, as well as other factors. Further variations in interest rates could affect the interest earned on the Group's assets and the interest paid on its borrowings, thereby affecting its net interest income, which is part of its core revenue, reducing its growth rate and profitability and potentially resulting in. Cost of funding is especially at risk for the Bank.

In the current interest rate climate, central banks of the major developed economies (including the US Federal Reserve, the ECB, the Bank of England and the Bank of Japan, among others) are widely perceived to have a significant influence on the volatility and direction of short term rates. The method and rate at which central banks adjust their target rates cannot be predicted, nor can the effects that changes in such rates will have, be anticipated.

There are risks involved in both an increase of rates and a prolonged period of low or negative interest rates. Variations in short term interest rates could affect the Group's net interest income, reducing its growth rate and potentially resulting in losses. When interest rates rise, the Group may be required to pay higher interest on floating rate borrowings while interest earned on fixed rate assets does not rise as quickly, which could cause profits to grow at a reduced rate or decline.

Conversely, increases in interest rates may reduce the volume of loans the Group originates. Sustained high interest rates have historically discouraged customers from borrowing and have resulted in increased delinquencies in outstanding loans and deterioration in the quality of assets. Increases in interest rates may also reduce the propensity of the Group's customers to prepay or refinance fixed rate loans, reduce the value of its financial assets and reduce gains or require it to record losses on sales of loans or securities.

If interest rates decrease, although this is likely to reduce the Group's funding costs, it is likely to compress the Group's interest margin, as well as adversely impact income from investments in securities and loans with similar maturities, which could have a negative effect on the Group's operating results, financial condition and prospects.

Changes in market interest rates may affect the interest rates the Group charges on its interest earning assets differently from the interest rates it pays on its interest bearing liabilities. This difference could reduce the Group's net interest income. Since the majority of the Group's loan portfolio effectively re prices within a year, rising interest rates may also result in an increase in the Group's allowance for loan losses if customers cannot refinance in a higher interest rate environment. Further, an increase in interest rates may reduce the Group's clients' capacity to repay in the current economic circumstances.

*The Group faces significant competition from Greek and foreign banks.*

The changes in the level of interest rates imposed by the ECB may lead to a significant increase in competition for retail deposits in Greece among the four largest banks (including the Bank) and other smaller banks, which means that the Bank may have to pay higher rates to attract equivalent levels of deposits. The Bank faces competition from foreign banks in its banking operations outside of Greece, some of which may have resources greater than that of the Bank. The Bank may not be able to continue to compete successfully with domestic and international banks in the future. These

competitive pressures may have a material adverse effect on its business, financial condition and results of operations.

*The Group is vulnerable to disruptions and volatility in the global financial markets.*

The global economy lost steam in 2022, following a vigorous recovery in 2021. Global real gross domestic product (“GDP”) increased by +3.4% from +6.3% mainly due to less favourable financial conditions amid faster-than-expected tightening by monetary authorities to stem elevated inflation. In addition, lockdown measures in China to control covid infections contributed significantly to the slowdown of domestic and offshore economic activity. Finally, high energy costs due to the war in Ukraine and related sanctions on Russia took their toll on households’ purchasing power and businesses’ investment decisions. In the euro area, real GDP increased by +3.5% in 2022, following an increase of +5.3% in 2021. Growth decelerated further in the first quarter of 2023 (+1.3% year-over-year), although the slowdown of activity was less-than-anticipated, as fiscal support has been substantial, households drew down their stock of pandemic-related savings and businesses adapted to the energy shock. Overall, euro area real GDP growth is expected at +0.8% in 2023.

Principal risks for the euro area economy mainly relate to the duration of shocks unleashed by Russia’s invasion of Ukraine. Moreover, high, and persistent inflation could cause excessive wage and price dynamics, jeopardizing more aggressive monetary policy tightening by the European Central Bank and resulting in a sharper than expected decline in economic activity and higher unemployment. In turn, a sudden tightening of financial conditions due to rising interest rates could exacerbate vulnerabilities stemming from elevated asset valuations in residential and commercial real estate, as well as in financial markets. Indeed, the recent US banking sector turmoil, triggered by the collapse of several mid-sized US banks, if not contained, could pose significant risks to financial stability. Moreover, as a large part of the increase in European aggregate public investment is related to investment financed by the Recovery and Resilience Facility (“RRF”), delays in the disbursements of RRF funds have the potential to curb growth. These factors, among other things, may restrict the European economic recovery, with a corresponding adverse effect on the Group’s business, results of operations and financial condition.

Financial market volatility could edge higher, with a corresponding material adverse effect on the Group’s business, results of operations and financial condition, including the Group’s ability to fund its operations. Results of operations in Greece in the past have been, and in the future may continue to be, materially affected by many factors of a global nature, including: political and regulatory risks and the condition of public finances; the availability and cost of capital; the liquidity of global markets; the level and volatility of equity prices, commodity prices and interest rates; currency values; the availability and cost of funding; inflation; the stability and solvency of financial institutions and other companies; investor sentiment and confidence in the financial markets; or a combination of the above factors.

Adverse developments could also be triggered by Eurozone sovereign and corporate debt stress as the massive fiscal and monetary policy measures employed to stem the negative economic repercussions from the pandemic suggest more strains for the balance sheets of sovereigns and corporates when the COVID-19 crisis ends. A rise in corporate defaults and subsequently of non-performing loans could also induce banking stress, as well as a potentially weaker than expected performance of the Greek economy. Finally, a protracted slowdown in Chinese economic activity amidst authorities’ efforts to contain leverage in the property sector, and adverse pandemic developments, which may lead to a re-imposition of strict containment measures, could intensify downside European economic growth risks.

These developments could:

- further directly impact the carrying amount of the Group’s portfolio of Greek government debt;
- further directly impact the impairment losses for receivables relating to the Hellenic Republic;

- severely affect the Group's ability to raise capital and meet minimum regulatory capital requirements; and severely limit the Group's ability to access liquidity.

In addition, events involving limited liquidity, defaults, non-performance or other adverse developments that affect financial institutions, transactional counterparties or other companies in the financial services industry or the financial services sector generally, as well as concerns or rumours about any events of these kinds or other similar risks, have in the past and may in the future lead to additional market-wide liquidity problems.

In particular, the recent collapse of Silicon Valley Bank and other banks in the US in 2023, followed closely in Europe by the rescue plan for Credit Suisse, has raised serious concerns over the risk of another banking crisis. If other banks and financial institutions enter receivership or become insolvent in the future in response to financial conditions affecting the banking system and financial markets and the Group's ability to access existing cash, cash equivalents and investments may be threatened and could have a material adverse effect on its business and financial condition.

*The Group's economic hedging may not prevent losses.*

If any of the variety of instruments and strategies that the Group uses to economically hedge its exposure to market risk is not effective, the Group may incur losses. The Group does not economically hedge all of its risk exposure in all market environments or against all types of risk. In the Group's view, the principal market risk to which it is exposed, which is not fully economically hedged, is the sovereign credit risk of the Hellenic Republic, in respect of which the Group does not maintain any hedging positions (such as, for example, credit default swaps).

*The Group has incurred and may continue to incur significant losses on its trading and investment activities due to market fluctuations and volatility.*

The Group maintains trading and investment positions in debt, currency, equity and other markets. These positions could be adversely affected by continuing volatility in financial and other markets, creating a risk of losses. Significant decline in perceived or actual values of the Group's assets has resulted from previous market events.

Continuing volatility and further dislocation affecting certain financial markets and asset classes could further impact the Group's results of operations, financial condition and prospects. In the future these factors could have an impact on the mark to market valuations of assets in the Group's Hold to Collect and Sell ("HTCS") measured at fair value through other comprehensive income ("FVTOCI") bond portfolios, trading portfolios and financial assets and liabilities for which the fair value option has been elected. In addition, any further deterioration in the performance of the assets in the Group's investment securities portfolios could lead to additional impairment losses, including the Group's holdings of Greek government bonds.

*The Group could be exposed to significant future pension and post-employment benefit liabilities.*

The employees of the Bank and certain of its subsidiaries participate in employee-managed pension schemes, retirement and medical benefit plans. The Bank and certain of the Bank's subsidiaries make significant defined contributions to these schemes. In addition, the Bank and several of its subsidiaries offer certain defined benefit plans. The Group's consolidated retirement benefit obligations under these plans are determined by reference to a number of critical assumptions such as discount rate assumptions, mortality, assumptions inflation. These include assumptions about movements in interest rates which may not be realised. Potential variations may cause the Group to incur significantly increased liability in respect of these obligations.

*The Group, like any other credit institution, is exposed to the risk of fraud and illegal activities of any form, which, if not dealt with in a timely manner and successfully, could have negative effects on its business activities, financial condition, results of its activities and its prospects for success.*

The Group is subject to rules and regulations related to combating money laundering and terrorism financing in the jurisdictions where it operates. Compliance with anti-money laundering and anti-terrorist financing rules entails significant cost and effort, especially after the imposition of a new set of financial and economic sanctions, as applicable and in force, that, in various ways, constrain transactions with numerous Russian entities and individuals; transactions in Russian sovereign debt; investment, trade and financing to and from certain regions of Ukraine. Non-compliance with these rules may have serious consequences, including adverse legal and reputational consequences. Although the Group believes that its current anti money laundering and anti-terrorism financing policies and procedures are adequate to ensure compliance with applicable legislation, it cannot guarantee that they will comply at all times with all rules applicable to money laundering and terrorism financing as extended to the entire Group and applied to its staff in all circumstances. A possible violation, or even any suspicion of a violation of these rules, may have serious adverse legal and financial impacts, which could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

*The Group's information systems and networks have been, and will continue to be, exposed and vulnerable to an increasing risk of continually evolving cybersecurity or other technological risks which could result in the unavailability of IT services or in the disclosure of confidential client or customer information, damage to its reputation, additional costs to it, regulatory penalties and financial losses.*

The Bank is increasingly dependent on information and communication technologies to achieve its mission and carry out its day-to-day operation. Timely and valid information is necessary to support the Bank's business decisions. The Bank considers its information, as well as that of its Group of Companies, a strategic asset, and fully recognizes the importance of protecting and safeguarding it, as it is critical to its operation.

Information and communication technologies are subject to ever-increasing and complex threats, which exploit known and unknown system vulnerabilities with potentially serious impact on business operation, individuals, and critical infrastructure due to the breach of confidentiality, integrity, and availability of information that these systems process, store or transmit.

In a continuously evolving and changing digital global landscape, there is an increase of information security risks in the banking sector:

- The rapid growth of important technological breakthroughs (e.g., Cloud, Quantum computing, 5th generation networks, artificial intelligence - AI, Internet of Things - IoT);
- Unpredictable geopolitical developments;
- The increased use of new technologies and digital applications to provide services to consumers and companies, in the midst of an unprecedented pandemic (COVID - 19), with shocking consequences for humanity.

In fact, after all, the more the society and the economy rely on the digitization of processes and services, the more the attack surface, or else, the perpetrators' opportunities for malicious actions increase, compelling all relevant bodies involved, in timely planning and an effective response.

Therefore, information security is a key success factor in the Bank's business activities. The need for information security is particularly important in this modern, sophisticated, and interconnected business environment.

The Group continuously analyzes its threat environment in order to identify the most important threats that may undermine the achievement of its business objectives.

The Bank has implemented appropriate security controls, aiming to mitigate the risks arising from cyber-attacks (cyber risk) and to facilitate the increase of its resilience to the challenges related to cybersecurity.

The most essential, among others, controls are outlined below:

- NBG Group has a designated Group CISO role who oversees the Information Security function as well as the Group's Cybersecurity Division.
- NBG Group Enterprise Information Security Policy is the cornerstone for the implementation of a complete Information Security Management System, reflecting Management's commitment, the governance framework, and the Group's Information Security / Cybersecurity principles. The NBG Group Enterprise Information Security Policy is supplemented by an extensive set of Information Security Procedures and Guidelines (Information Security Management System), based on international standards, compliance regulations and best practices.
- The Bank has attained the ISO 27001 certification.
- The Bank has attained the PCI DSS certification.
- The Bank follows a multilayered approach for the protection of its information assets. This approach includes but is not limited to DDoS protection, information intelligence services, perimeter controls such as firewalls, IDSs / IPSs, Secure Email Gateways, Secure Web Gateways, Endpoint protection, Data Leakage Prevention (DLP) solution, Security Information and Event Management (SIEM) solution, 24X7 Security Operation Center (SOC) etc.
- The Bank performs a modern security awareness program.
- The Bank carries out security reviews regularly, and whenever deemed necessary in accordance with best practices. The Bank complies to the applicable Greek and European regulatory framework and is subject to cybersecurity audits at least annually from regulators, the independent Internal Audit function, external auditors for the Cybersecurity certifications that the Bank has attained etc.
- The Bank has adopted best practices to ensure the Group's business continuity, enhancing its resilience to cyber-attacks.
- Even though all necessary security measures are applied and enforced, the Bank maintains a cybersecurity insurance contract in the unlikely event of a successful cyber-attack or data breach.

NBG Group's cyber security systems continue to improve with the strengthening of detection, response, and protection mechanisms, in order to ensure high quality of customer service, protection of personal data, increase of service efficiency and secure business activity.

*The value of certain financial instruments recorded at fair value is determined using financial models incorporating assumptions, judgments and estimates that may change over time or may not be accurate.*

In establishing the fair value of certain financial instruments, the Group relies on quoted market prices or, where the market for a financial instrument is not sufficiently active, internal valuation models that utilise observable financial market data. In certain circumstances, the data for individual financial instruments or classes of financial instruments utilised by such valuation models may not be available or may become unavailable due to changes in financial market conditions. In such circumstances, the Group's internal valuation models require it to make assumptions, judgments and estimates to establish fair value. In common with other financial institutions, these internal valuation models are complex, and the assumptions, judgments and estimates the Group is often required to make relate to inherently uncertain matters, such as expected cash flows. Such assumptions, judgments and estimates may need to be updated to reflect changing facts, trends and market conditions. The resulting change in the fair values of the financial instruments could have a material adverse effect on the Group's earnings and financial condition. Also, market volatility can challenge the factual bases of certain underlying assumptions and has made it difficult to value certain of the Group's instruments. Valuations in future periods, reflecting prevailing market conditions, may result in changes in the fair values of these instruments, which could have a material adverse effect on the Group's results, financial condition and prospects.

*The loss of senior management may adversely affect the Group's ability to implement its strategy.*

The Group's current senior management team includes several experienced executives the Group believes contribute significant experience and expertise to its management in the banking sectors in which the Bank operates. The continued performance of the Group's business and its ability to execute its business strategy will depend, in large part, on the efforts of the senior management of the Group. Furthermore, a potential change in share ownership percentages and shareholders rights or a situation of effective control by the HFSF could lead to the departure of certain senior managers. If a substantial number of the Group's senior management team leave the Group, its business may be materially adversely affected.

*The Group may be unable to recruit or retain experienced and/or qualified personnel.*

The Group's competitive position depends, in part, on its ability to continue to attract, retain and motivate qualified and experienced banking and management personnel. Competition in the Greek and South-eastern European banking industries for personnel with relevant expertise is intense due to the relatively limited availability of qualified individuals. To recruit qualified and experienced employees and to minimise the possibility of their departure, the Group provides compensation packages consistent with evolving standards in the relevant labour markets.

The HFSF representative has the right to veto any decision of the Board of Directors regarding the distribution of dividends and the benefits and bonus policy concerning the Chairman, the Chief Executive Officer and the other members of the Board of Directors, as well as whoever exercises the general manager's powers and their deputies if the ratio of non-performing loans to total loans is above 10%.

Additionally, restrictions on variable remuneration under CRD IV (as defined below) have been implemented into Greek law.

*The Group may not be allowed to continue to recognize the main part of deferred tax assets (DTAs) as regulatory capital or as an asset, which may have an adverse effect on its operating results and financial condition.*

The Group currently includes deferred tax assets ("DTAs") in calculating the Group's capital and capital adequacy ratios. As at 31 December 2022, the Group's DTAs amounted to €4.6 billion.

The Bank reviews the carrying amount of its DTAs at each reporting date, and such review may lead to a reduction in the value of the DTAs on the Bank's Statement of Financial Position, and therefore reduce the value of the DTAs as included in the Group's regulatory capital.

The CRR provides that, DTAs recognised for IFRS purposes that rely on future profitability and arise from temporary differences of a credit institution and exceed certain thresholds must be deducted from its CET1 capital.

The deduction would have a significant impact on Greek credit institutions, including the Bank. However, as a measure to mitigate the effects of the deduction, Article 27A of Greek law 4172/2013, ("**DTC Law**"), as currently in force, allows credit institutions, under certain conditions, and from 2017 onwards, to convert DTAs arising from (a) private sector initiative ("**PSI**") losses, (b) accumulated provisions for credit losses recognised as at 30 June 2015, (c) losses from final write-off or the disposal of loans and (d) accounting write-offs, which will ultimately lead to final write-offs and losses from disposals, to a receivable ("**Tax Credit**") from the Greek State. Items (c) and (d) above were added with Greek law 4465/2017 enacted on 29 March 2017. The same Greek law 4465/2017 provided that the total tax relating to cases (b) to (d) above cannot exceed the tax corresponding to accumulated provisions recorded up to 30 June 2015 less (a) any definitive and cleared Tax Credit which arose in the case of accounting loss for a year according to the provisions of par. 2 of Article 27A, which relate to the above accumulated provisions, (b) the amount of tax corresponding to any subsequent specific tax provisions, which relate to the above accumulated provisions, and (c) the amount of the tax corresponding to the annual amortisation of the debit difference that corresponds to the above provisions and other losses in general arising due to credit risk.

Furthermore, Greek law 4465/2017 amended Article 27 "Carry forward losses" by introducing an amortisation period of 20 years for losses due to loan write-offs as part of a settlement or restructuring and losses that crystallise as a result of a disposal of loans. In addition, in 2021 Greek law 4831 further amended article 27 of Greek law 4172/2013. According to this amendment the annual amortization / deduction of the debit difference arising from PSI losses is deducted at a priority over the debit difference arising from realized NPL losses. The amount of annual deduction of the debit difference arising from realized NPL losses is limited to the amount of the profits determined according to the provisions of the tax law as in force before the deduction of such debit differences and after the deduction of the debit difference arising from PSI losses. The remaining amount of annual deduction that has not been offset, is transferred to be utilized in the 20 subsequent tax years, in which there will be sufficient profit after the deduction of the above debit differences (PSI & NPL losses) that correspond to those years. As to the order of deduction of the transferred (unutilized) amounts, older balances of debit difference have priority over newer balances. If at the end of the 20-year amortization period, there are balances that have not been offset, these qualify as tax losses which are subject to the 5-year statutes of limitation.

As at 31 December 2022, the Group's eligible DTAs amounted to €3.9 billion. The main condition for the conversion of DTAs to a Tax Credit is the existence of an accounting loss at Bank level of a respective year, starting from accounting year 2016 and onwards. The Tax Credits will be calculated as a ratio of IFRS accounting losses to net equity (excluding the year's losses) on a solo basis and such ratio will be applied to the remaining Eligible DTAs in a given year to calculate the Tax Credit that will be converted in that year, in respect of the prior tax year. The Tax Credit may be offset against income taxes payable. The non-offset part of the Tax Credit is immediately recognised as a receivable from the Greek State. The Bank is obliged to issue conversion rights to the Greek State for an amount of 100% of the Tax Credit in favour of the Greek State and will create a specific reserve for an equal amount. Common shareholders have pre-emption rights on these conversion rights. The reserve will be capitalised with the issuance of common shares in favour of the Greek State. This legislation allows credit institutions to treat such DTAs as not "relying on future profitability" according to Capital Requirement Directive ("**CRD**") IV, and as a result such DTAs are not deducted from CET1, hence improving a credit institution's capital position.

On 7 November 2014, the Bank convened an extraordinary General Shareholders' Meeting which resolved to include the Bank in the DTC Law. An exit by the Bank from the provisions of the DTC Law requires regulatory approval and a General Shareholders' Meeting resolution.

If the regulations governing the use of Deferred Tax Credits (“DTCs”) as part of the Group’s regulatory capital change, this may affect the Group’s capital base and consequently its capital ratios. As at 31 December 2022, 67.7% of the Group’s CET1 capital (including the profit for the period) was comprised of DTA eligible for DTC. Additionally, there can be no assurance that any final interpretation of the amendments described above will not change or that the European Commission will not rule the treatment of the DTCs under Greek law illegal and as a result Greek credit institutions will ultimately not be allowed to maintain certain DTCs as regulatory capital. If any of these risks materialise, this could have a material adverse effect on the Group’s ability to maintain sufficient regulatory capital, which may in turn require the Group to issue additional instruments qualifying as regulatory capital, to liquidate assets, to curtail business or to take any other actions, any of which may have a material adverse effect on the Group’s operating results and financial condition and prospects.

### **Legal, Regulatory and Compliance Risks**

*The Group’s business is subject to increasingly complex regulation which may increase its compliance costs and capital requirements.*

The Group is subject to financial services laws, regulations, administrative actions and policies in each jurisdiction in which it operates. All of these regulatory requirements have changed, are continuing to change, and are subject to further change following the unprecedented levels of government intervention and changes to the regulations governing financial institutions, as a result of the financial crisis. In response to the global financial crisis, national governments as well as supranational groups, such as the EU, have implemented significant changes to the existing regulatory frameworks for financial institutions, including those pertaining to supervision, capital adequacy, liquidity, resolution and the scope of banks’ operations and those pertaining to investors’ protection and financial products’ governance requirements.

Since 4 November 2014, the Group has been a significant entity in the Eurozone supervised by SSM and is subject to continuous evaluation of its capital adequacy, and could be requested to operate with higher than minimum regulatory capital and/or liquidity ratios. The supervisory regime applicable to European banks is undergoing a period of change since the SSM took responsibility for the prudential supervision of banks in the Eurozone in November 2014. Competent Authorities will continue to be responsible for supervisory matters not conferred on the ECB, such as consumer protection, money laundering, payment services, and branches of third country banks, besides supporting ECB in day to day supervision. In light of the new supervision legal framework the ECB and the competent national authorities shall carry out a SREP at least on an annual basis. In this view the European Banking Authority (“EBA”) published on 19 December 2014 the final guidelines for common procedures and methodologies in respect of the SREP (“EBA Guidelines”). Such EBA Guidelines draw a common approach to determining the amount and composition of additional Pillar 2 own funds requirement implemented since 1 January 2016. The first update took place in 2017 and the revised Guidelines became applicable since 2019. The revised SREP guidelines reflected the on-going (at that time) policy initiatives related to Pillar 2/SREP, which included, among other things, the introduction of Pillar 2 capital guidance (“P2G”), the integration of supervisory stress testing requirements and supervisory assessment of banks’ stress testing from the EBA Consultation Paper on Guidelines on stress testing and supervisory stress testing 2, clarification of certain aspects of scoring, further details on the articulation of total SREP capital requirements (“TSCR”) and overall capital requirements (“OCR”), and various consistency checks with relevant EBA standards and guidelines that came into force after the publication of the original SREP Guidelines in 2014. On 28 June 2021, the EBA launched a public consultation and a second review of the SREP guidelines was carried out, aiming at aligning the guidelines with other regulatory developments that took place since their latest revision.

In particular, the revised guidelines take into account changes stemming from Directive (EU) 2019/878 amending the CRD and Regulation (EU) 2019/876 amending the CRR, as well as the issuance by the EBA of other relevant guidelines and technical standards. In this context, the latest revised SREP guidelines were issued on 18 March 2022.

Following the completion of the 2022 SREP cycle, in December 2022 the Bank received the final SREP Decision letter from the ECB which established the capital requirements for 2023. In particular based on 2022 SREP letter, the Pillar 2 Requirement rate for 2023 remained stable at 3%, but OCR increased to 14.50% (from 14.25% in 2022) due to the phase-in of the O-SII buffer (i.e., increased by 0.25%). Consequently, the OCR + P2G capital requirements for 2023 increased to 16.25%.

The SSM might impose new compliance, governance or system and control mandates that will increase compliance costs for the Bank. As a result of these and other on-going and possible future changes in the financial services regulatory framework (including requirements imposed by virtue of the Group's participation in any Greek government or regulator-led initiatives, such as the Hellenic Republic's Bank Support Plan), the Group will face greater regulation in the Hellenic Republic and SEE. Current and future regulatory requirements may be different across each of these locations and even requirements with EEA-wide application may be implemented or applied differently in different jurisdictions.

Compliance with these new requirements will increase the Group's regulatory capital and liquidity requirements and may increase its compliance costs and disclosure requirements, restrict certain types of transactions, affect its strategy and limit or require the modification of rates or fees that it charges on certain loans and other products, any of which could lower the return on the Group's investments, assets and equity. The Group may also face increased compliance costs and limitations on its ability to pursue certain business opportunities. The Group cannot predict the effect of any such changes on its business, financial condition, cash flows or future prospects.

*The Group may need additional capital and liquidity as a result of regulatory changes.*

The Bank and the Group are required by the SSM and the regulators in the Hellenic Republic and other countries in which they undertake regulated activities to maintain minimum levels of capital and liquidity. The Bank, its regulated subsidiaries and its branches may be subject to the risk of having insufficient capital resources to meet the minimum regulatory capital and/or liquidity requirements. In addition, those minimum regulatory capital requirements may increase in the future, or the methods of calculating capital resources may change. Likewise, liquidity requirements are under heightened scrutiny, and may place additional stress on the Group's liquidity demands in the jurisdictions in which it operates. Changes in regulatory requirements may require the Group to raise additional capital. Directive 2013/36/EU (the "**CRD IV Directive**") and the CRR (the CRR together with the CRD IV Directive, the "**CRD IV**") which incorporate the key amendments that were adopted by the Basel Committee on Banking Supervision (known as "**Basel III**") have been directly applicable in all EU member states (the "**Member States**") since 1 January 2014, with particular elements being phased in over a period of time (the requirements are largely fully effective and some minor transitional provisions provide for phase-in until 2024) but it is possible that in practice implementation under national laws may be delayed. Additionally, it is possible that Member States may introduce certain provisions at an earlier date than that set out in the CRD IV. In addition, on 23 November 2016, the European Commission published legislative proposals for amendments to the CRR, CRD IV Directive and the BRRD and the SRM Regulation (together, the "**EC Proposals**"), which proposals were subsequently amended during the approval process prior to formal approval of the final text by the European Council in May 2019. Amendments to the BRRD to introduce a new asset class of "non-preferred" senior debt entered into force on 28 December 2017 and were transposed into Greek legislation on 18 December 2018 by Greek law 4583/2018. The final text of the EC Proposals was published in the Official Journal of the European Union on 7 June 2019 and entered into force on 27 June 2019. Among other things, these proposals aim to implement a number of new Basel standards (such as the leverage ratio, the net stable funding ratio, market risk rules and requirements for own funds and eligible liabilities) into European law. CRR II (as defined below) is

directly applicable to the Bank and applies from 28 June 2021, subject to certain exceptions. The Directive (EU) 2019/878 of the European Parliament and of the Council of 20 May 2019 (the “**CRD V Directive**”) has been transposed into Greek legislation by Greek law 4799/2021 which amended to this effect Article 2 of Greek law 4335/2015 (the law that has initially transposed into Greek law the BRRD, the “**BRR Law**”) and Greek law 4261/2014 (the law that has initially transposed into Greek law the CRD IV, the “**Greek Banking Legislation**”).

Greek law 4583/2018, implementing certain provisions of Directive 2017/2399/EU, and Greek law 4799/2021, transposing into Greek law the BRRD II, has amended the ranking of claims from unsecured debt instruments in the insolvency hierarchy, introducing, *inter alia*, senior non-preferred notes, as debt instruments that meet the following conditions: (a) the original contractual maturity of the debt instruments is at least one year; (b) they do not contain any embedded derivatives and they are not themselves derivatives; and (c) the relevant contractual documentation and, where applicable, the prospectus related to the issuance explicitly refer to the lower ranking as provided for by article 145A of the Greek Banking Legislation (see further “*Regulation and Supervision of Banks in Greece – Bank Recovery and Resolution Directive*”).

The Capital Requirements Regulation defines the minimum capital requirements (Pillar 1 requirements) and the CRD IV Directive defines the combined buffer requirements for EU institutions. In addition, the CRD IV Directive provides (Articles 97 *et seq.*) that Competent Authorities regularly carry out the SREP, to assess and measure risks not covered, or not fully covered, under Pillar 1 and determine additional capital and liquidity requirements (Pillar 2 requirements). SREP is conducted under the lead of the ECB. The SREP decision is tailored to each bank’s individual profile. Implementing regulations in Greece under the CRD IV or higher SREP requirements may impose higher capital requirements, such as higher prudential buffers, which may require the Group to raise further capital. See “*Regulation and Supervision of Banks in Greece – Single Supervisory Mechanism (SSM)*”.

Furthermore, on 20 March 2017, the ECB published its final “Guidance to banks on non-performing loans”, setting out expectations in relation to strategy, governance, and operations. On 15 March 2018, the ECB launched the final addendum to the aforementioned ECB guidance on NPLs. The addendum sets out supervisory expectations for minimum levels of prudential provisioning for new NPLs and reinforces the guidance with regards to fostering timely provisioning and write off practices, and may be amended from time to time.

On 14 March 2018, the European Commission presented a package of measures to tackle high NPL ratios in Europe. On 31 October 2018 the European Banking Authority published its final guidelines on management of non-performing and forborne exposures (the “**EBA Guidelines**”). The EBA Guidelines applied from 30 June 2019. They are developed in accordance with the European Council Action Plan, aim to ensure that credit institutions have adequate prudential tools and frameworks in place to manage effectively their NPEs and to achieve a sustainable reduction on their balance sheets. To this end, the EBA Guidelines require institutions to establish NPE reduction strategies and introduce governance and operational requirements to support them. The EBA Guidelines specify sound risk management practices for credit institutions in their management of NPEs and forborne exposures (“**FBEs**”), including requirements on NPE reduction strategies, governance and operations of NPE workout framework, internal control framework and monitoring. The EBA Guidelines also set out requirements for processes to recognise NPEs and FBES, as well as a forbearance granting process with a focus on the viability of forbearance measures. In particular, the EBA Guidelines specify that institutions should grant forbearance measures only with the view to return the borrower to a sustainable performing repayment status and are thus in the borrower's interest. The EBA Guidelines introduce a threshold of 5% of gross NPL ratio as a trigger for developing NPE strategies and applying associated governance and operational arrangements. Finally, the EBA Guidelines outline requirements for competent authorities' assessment of credit institutions' NPE management activity as part of the SREP.

The above measures and guidelines will have an impact on the Group's risk management, governance or control systems as these relate to its management of NPEs and FBEs, as well as on how the SSM assesses the Group's capital requirements for NPEs and FBEs.

If the Bank or the Group does not satisfy the minimum capital requirements (taking into account relevant combined buffer requirements) in the future, it may be subject to the measures that the SSM can take pursuant to the Greek Banking Legislation which transposed into Greek law the CRD IV and Regulation 1024/2013, including appointment of a commissioner to the Bank (see "*Regulation and Supervision of Banks in Greece – Bank Recovery and Resolution Directive*").

If the Bank is required to raise further capital but is unable to do so on acceptable terms, the Group may be required to further reduce the amount of the Bank's risk weighted assets and thus engage in further disposal of core and other non-core businesses, which may not occur on a timely basis or achieve prices which would otherwise be attractive to the Bank. Any failure to maintain minimum regulatory capital ratios could result in administrative actions or other sanctions, which in turn may have a material adverse effect on the Bank's operating results, financial condition and prospects. If the Bank is required to strengthen its capital position, it may not be possible for the Bank to raise additional capital from the financial markets or to dispose of marketable assets. That could potentially lead to further requests for State Aid pursuant to the provisions of Greek law 3864/2010, as amended, *inter alia*, by Law 4941/2022 and in force (the "**HFSF Law**") in the circumstances permitted under the BRR Law and the HFSF Law, which could result in the application of Burden Sharing Measures (as described in "*Description of the Group – History and Development of the Group –2015 Recapitalisation*").

*The Group is subject to the European resolution framework which has been implemented and may result in additional compliance or capital requirements and will dictate the procedure for the resolution of the Group.*

The BRRD provides for the establishment of an EU wide framework for the recovery and resolution of credit institutions and investment firms. The BRRD is designed to provide authorities with a credible set of resolution tools and powers to intervene sufficiently early and quickly to avoid a significant adverse effect on the financial system, to prevent threats to market infrastructures, to protect depositors and investors and to minimise reliance on public financial support. On 23 November 2016, the European Commission published the Proposals (see "*The Group may need additional capital and liquidity as a result of regulatory changes*" above), including a proposal to amend certain provisions of the BRRD (the "**BRRD Reforms**").

The BRRD's broad range of resolution tools and powers may be used alone or in combination where the relevant resolution authority considers that certain required conditions are met.

Directive (EU) 2019/879 amending Directive 2014/59/EU (BRRD) as regards the loss-absorbing and recapitalisation capacity of credit institutions and investment firms was formally approved by the European Council in May 2019 and published in the Official Journal of the European Union on 7 June 2019. Regulation (EU) 2019/877 ("**SRM II Regulation** or **SRMR II**") amended Regulation (EU) No 806/2014 ("**SMR Regulation**" or "**SRMR**") as regards the loss-absorbing and recapitalisation capacity of credit institutions and investment firms. This Regulation applies from 28 December 2020. Directive (EU) 2019/879 ("**BRRD II**") amended Directive 2014/59/EU as regards the loss-absorbing and recapitalisation capacity of credit institutions and investment firms and has been transposed into Greek legislation by Greek law 4799/2021 amending to this effect the BRR Law and the Greek Banking Legislation. See "*The Group may need additional capital and liquidity as a result of regulatory changes*" above and "*Regulation and Supervision of Banks in Greece – Bank Recovery and Resolution Directive*" below.

In addition to the bail in tool which is available for an institution in resolution, the BRRD provides for relevant resolution authorities with pre resolution powers to permanently write down or convert into

equity capital instruments and eligible liabilities of the financial institution, including “CET1 instruments” (which includes ordinary shares), “Additional Tier 1 instruments” and “Tier 2 instruments” (each as defined under the CRD IV) at the point of non viability of the institution, with losses taken in accordance with the priority of claims under normal insolvency proceedings (“**Non Viability Loss Absorption**”), as further described under “*Regulation and Supervision of Banks in Greece — Bank Recovery and Resolution Directive*”. For the purposes of the application of any Non Viability Loss Absorption measure, the point of non viability under the BRRD is the point at which the relevant resolution Authority determines that the institution meets the conditions for resolution (but no resolution action has yet been taken) or that the institution or, in certain circumstances, its group, will no longer be viable unless the relevant capital instruments and eligible liabilities are written down/converted or extraordinary public support is to be provided and without such support the appropriate authority determines that the institution and/or, as appropriate, its group, would no longer be viable.

The capital instruments and eligible liabilities write down and conversion power may be exercised independently of, or in combination with, the exercise of other resolution tools. These measures could be applied to certain of the Group’s instruments; the occurrence of circumstances in which write down or conversion powers would need to be exercised (or any perceived risk of such powers being exercised) would be likely to have a material adverse impact on the Group’s business, financial condition and results of operations. Furthermore, in circumstances where capital instruments are converted into equity securities by application of the mandatory conversion tool, those equity securities may be subjected to the bail in powers in resolution, resulting in their cancellation, significant dilution or transfer away from the investors therein.

EBA Guidelines on “the interpretation of the different circumstances when an institution shall be considered as failing or likely to fail” provide clarifications on the cases where an institution is assessed as “failing or likely to fail”.

Although there are pre-conditions for the exercise of the bail-in power, there remains uncertainty regarding the specific factors which the relevant resolution authority would consider in deciding whether to exercise the bail-in power with respect to the relevant financial institution and/or securities issued by that institution.

Given the final discretion provided to the relevant resolution authority, it may be difficult to predict when, if at all, the exercise of any bail in power by the relevant resolution authorities may occur which would result in a principal write off or conversion to equity. Accordingly, the threat of bail in or exercise of the write down or conversion power may affect trading behaviour, including prices and volatility, of the securities of any institution which the market perceives to be potentially considered as failing or likely to fail by the relevant resolution authority.

The BRRD also provides for a Member State as a last resort, after having assessed and exploited the above resolution tools (including the general bail in tool) to the maximum extent practicable whilst maintaining financial stability, to be able to provide extraordinary public financial support through additional financial stabilisation tools. These consist of the public equity support and temporary public ownership tools. Any such extraordinary financial support must be provided in accordance with the burden sharing requirements of the EU state aid framework and the BRRD.

The powers set out in the BRRD will impact how credit institutions and investment firms are managed as well as, in certain circumstances, the rights of creditors. As such, it is too early to anticipate the full impact of the BRRD, and there can be no assurance that Covered Bondholders and potential investors will not be adversely affected by actions taken under it. In addition, there can be no assurance that its application will not have a significant impact on the Group’s results of operations, business, assets, cash flows and financial condition, as well as on its funding activities and the products and services offered. In addition, the SRM Regulation establishes uniform rules and a

uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism (“**SRM**”) and a Single Resolution Fund (the “**Fund**”).

The SRM Regulation, which will complement the SSM (as discussed under “*The Group may need additional capital and liquidity as a result of regulatory changes*” above), applies to all banks supervised by the SSM, including the Bank. These uniform rules and uniform procedures established under the SRM Regulation will be applied by a single resolution board (the “**Single Resolution Board**” or the “**SRB**”) together with the EU Council and the European Commission and the national resolution authorities within the framework of the SRM.

On 11 October 2017, the European Commission urged the European Parliament and Council to progress quickly in the adoption of additional measures to tackle the remaining risks in the banking sector and suggested new actions to reduce NPLs and to help banks diversify their investment in sovereign bonds. The Group could be subject to any such additional measures or actions adopted which may result in additional compliance or capital requirements, and such measures or actions could have a material adverse effect on the Group’s business, results of operations, financial condition or prospects.

*Application of the Minimum Requirements for Own Funds and Eligible Liabilities (MREL) under the Bank Recovery and Resolution Directive (Directive 2014/59/EU, as amended, the BRRD) may affect the Group’s profitability.*

Since 2016, European banks have had to comply with the rules under the BRRD, which, *inter alia*, introduced the Minimum Requirement for Own Funds and Eligible Liabilities (“**MREL**”). MREL aims to facilitate the orderly resolution of financial institutions by requiring them to hold at all times sufficient loss absorbing instruments to ensure that shareholders, subordinated creditors and senior unsecured creditors primarily bear losses in the event of resolution. MREL includes own funds (including, for the avoidance of doubt, ordinary shares) as well as eligible liabilities (as defined in the BRRD) and is expressed as a percentage of either risk weighted assets or total liabilities and own funds, as contemplated by the BRRD. The BRRD does not mandate a minimum threshold for MREL, but instead provides for a case by case assessment of the MREL for each institution or group, against a minimum set of criteria prescribed by the rules made under the BRRD and applied by the Single Resolution Board in the case of financial institutions which are located in the Banking Union, such as the Group. Article 45 of the BRRD, as amended by BRRD II, sets out a procedure for the determination of MREL. Commission Delegated Regulation 2016/1450 further defines the way in which resolution authorities, including the SRB, are to determine MREL.

In June 2019, the SRB published an update to its 2018 MREL policy in light of the publication of the banking package (comprising CRR II, CRD V Directive, BRRD II and SRM II Regulation) in the Official Journal of the EU on 7 June 2019. This was followed by an overall updated MREL policy under the banking package (BRRD II and SRMR II Regulation) published on 20 May 2020. The Single Resolution Board has set binding MREL targets (at consolidated level) for the Bank for 1 January 2022 and for the end of the transitional period which is 31 December 2025.

The CRD IV Directive has subsequently been amended by the CRD V Directive and the CRR has subsequently been amended by the publication of Regulation (EU) 2019/876 of the European Parliament and of the Council of 20 May 2019 (“**CRR II**”). The CRD V Directive and CRR II were both published in the Official Journal of the European Union on 7 June 2019. The CRR II applies from 28 June 2021 subject to certain exceptions and the CRD V Directive has been transposed into Greek law by law 4799/2021 which amended to this effect the BRR Law and the Greek Banking Legislation.

The SRM II Regulation amended the SRM Regulation as regards the loss-absorbing and recapitalisation capacity of credit institutions and investment firms. The SRM II Regulation is valid as of the date of its publication in the Official Journal of the European Union and applies from 28

December 2020. Directive (EU) 2019/879 amended Directive 2014/59/EU, among others, as regards the loss-absorbing and recapitalisation capacity of credit institutions and investment firms. Member States were supposed to bring into force the laws, regulations and administrative provisions necessary to comply with this Directive by 28 December 2020. Directive (EU) 2019/879 was transposed into Greek law by law 4799/2021, coming into force as of 17 May 2021, with few exceptions.

The BRRD Reforms contain a new Article 16a that clarifies the stacking order between the combined buffer and the MREL Requirement. Pursuant to this new provision the relevant resolution authority has the power to prohibit an entity from distributing more than the Maximum Distributable Amount (as defined below) for the MREL where the combined buffer requirement and the MREL Requirement are not met.

Should the Single Resolution Board not provide an adequate transition period, issuance of MREL eligible liabilities in a short timeframe could be very costly having thus a material adverse effect on Group's financial condition and results of operations.

*Laws governing the bankruptcy of individuals or otherwise settlement of debts owed by individuals and regulations governing creditors' rights in Greece and various South Eastern Europe (SEE) countries may limit the Group's ability to receive payments on past due loans, and anticipated changes to such laws may not have the desired effect.*

Laws governing the bankruptcy of individuals or otherwise settlement of debts owed by individuals (including Greek law 3869/2010, 4738/2020 (into force from 1 March or 1 June 2021 depending on the provisions), which regulates the settlement of debts and other laws and regulations governing creditors' rights generally vary significantly within the region in which the Group operates. See further "Regulation and Supervision of Banks in Greece – Settlement of Amounts Due by Indebted Individuals" for a description of Greek laws governing the bankruptcy of individuals or otherwise settlement of debts owed by individuals. In some countries, the laws offer significantly less protection for creditors than the bankruptcy regimes in Western Europe. In Greece, foreclosures and auctions of all properties were prohibited until 31 October 2015. Although the Greek suspension of every enforcement action due to capital controls was lifted by 29 October 2015 official announcement of the Ministry of Justice, Transparency and Human Rights on 2 November 2015, a prolonged abstention by lawyers, bailiffs and notaries that commenced in January 2016 and ended in November 2017 for all parties, restrained the Bank from proceeding to enforcement, seizures and auctions of any real estate during that period. Further to the above, there are certain interest groups organizing demonstrations previously at physical auctions and currently at electronic auctions which hinder their execution and sometimes result in violence. Consequently, the pace at which auctions of residential properties occur is often delayed.

Although measures undertaken in the context of the Third Programme are in principle designed to address certain of the foregoing concerns in respect of creditors' rights in Greece, and reduce legal impediments to, and the tax consequences of, the enforcement of such rights, these measures may not be enacted as proposed or may not provide any of the protections to creditors that are hoped for. As a consequence, the Bank may continue to encounter difficulties recovering or enforcing collateral on past due loans, and such difficulties may be exacerbated in light of COVID-19, which could have a material adverse effect on its financial condition and results of operations.

If the current economic conditions persist or worsen, including as a result of the COVID-19 pandemic, bankruptcies could intensify, or applicable bankruptcy protection laws and regulations may change to limit the impact of the recession on corporate and retail borrowers. Such changes may have an adverse effect on the Group's business, results of operations and financial condition.

## **FACTORS WHICH ARE MATERIAL FOR THE PURPOSE OF ASSESSING THE MARKET RISKS ASSOCIATED WITH COVERED BONDS ISSUED UNDER THE PROGRAMME**

## Risks related to the Covered Bonds

### *Extension of the Covered Bonds' maturity under the Conditions*

Unless previously redeemed as provided in the Conditions, the Covered Bonds of each Series will be redeemed by the Issuer at the relevant amount due on the Final Maturity Date as set out in the Final Terms (the “**Final Redemption Amount**”). If the Issuer fails to pay the Final Redemption Amount in respect of a Series of Covered Bonds on the applicable Final Maturity Date (as specified in the relevant Final Terms) then payment of any unpaid Final Redemption Amount by the Issuer shall be deferred automatically until the Extended Final Maturity Date (as specified in the Final Terms, such date the “**Extended Final Maturity Date**”) and the relevant Series of Covered Bonds shall become Pass-Through Covered Bonds, provided that, any amount representing the Final Redemption Amount due and remaining unpaid on such Series of Pass-Through Covered Bonds after the Final Maturity Date shall be paid by the Issuer on any Interest Payment Date thereafter up to (and including) the relevant Extended Final Maturity Date. Interest will continue to accrue and be payable on any unpaid amounts on each Interest Payment Date up to the Extended Final Maturity Date in accordance with the Conditions and the Issuer (or the Servicer on its behalf) will make payments on each relevant Interest Payment Date and Extended Final Maturity Date. If, on the Extended Final Maturity Date in respect of any Series of Pass-Through Covered Bonds there is a failure to pay any amount of principal due on such Pass-Through Covered Bonds on such date and such default is not remedied within a period of 7 (seven) Athens Business Days from the date thereof then the Trustee shall serve a Notice of Default on the Issuer pursuant to the Conditions. Following the service of a Notice of Default the Covered Bonds of all Series shall become immediately due and payable. Furthermore, following the occurrence of an Issuer Event and breach of the Amortisation Test all Series of Covered Bonds shall automatically become Pass-Through Covered Bonds and the Issuer shall redeem all Series of Pass-Through Covered Bonds pro rata and *pari passu* on each Interest Payment Date, in accordance with and subject to the relevant Priority of Payments.

The circumstances described above under “Risks relating to the Covered Bonds – *Extension of the Covered Bonds' maturity under the Conditions*” may result in Covered Bondholders receiving principal repayments sooner, or (as applicable) later, than they might otherwise have expected. If, as a result of the relevant circumstances described above Covered Bonds of any outstanding Series become Pass Through Covered Bonds (and therefore become required to be redeemed (subject to funds being available for such purpose) prior to their Final Maturity Date (or, as applicable, Extended Final Maturity Date)) this may cause the relevant Covered Bondholders to receive repayment of their Covered Bonds sooner than they might otherwise have expected, and this may result in a lower yield on such Covered Bondholders' investment (particularly given that no premium or other compensation will be paid in such circumstances).

Where such circumstances result in all outstanding Series becoming required to be so redeemed, the overall speed of repayment is likely to be reduced because the available funds for repayment will be divided pro rata between all outstanding Covered Bonds and not only those that have become Pass Through Covered Bonds due to the relevant Final Maturity Date having passed without full repayment of the relevant Series having occurred. In such case, it is likely that the repayment of the Covered Bonds will take longer than would be the case if only one Series were being redeemed in such way.

Any such circumstances are also likely to result in Covered Bondholders receiving irregular, infrequent and/or uncertain amounts as and when funds become available to make the required repayments, and this will create a materially different repayment profile for the relevant Covered Bonds than the one anticipated by the relevant Final Terms.

*The Covered Bonds will be obligations of the Issuer only*

The Covered Bonds will be solely obligations of the Issuer and will not be obligations of or guaranteed by the Trustee, the Asset Monitor, the Account Bank, the Agents, the Hedging Counterparties, the Arranger, the Dealer or the Listing Agent (as defined below) or any party to the Programme. No liability whatsoever in respect of any failure by the Issuer to pay any amount due under the Covered Bonds shall be accepted by any of the Arranger, the Dealer, the Hedging Counterparties the Trustee, the Agents, the Account Bank, any company in the same group of companies as such entities or any other party to the transaction documents relating to the Programme.

#### *Maintenance of the Cover Pool*

Pursuant to the Greek Covered Bond Legislation, the Cover Pool is subject to a number of Statutory Tests set out in the Covered Bond Law and the Secondary Covered Bond Legislation. Failure of the Issuer to take prompt remedial action to cure any breach of these tests will result in the Issuer being unable to issue further Covered Bonds and any failure to satisfy the Statutory Tests may have an adverse effect on the ability of the Issuer to meet its payment obligations in respect of the Covered Bonds. Furthermore, a failure to comply with the Greek Covered Bond Legislation may also result in the Bank of Greece subjecting the Issuer to administrative sanctions pursuant to Articles 23 and 24 of the Covered Bond Law. In addition, the Issuer has covenanted to comply with the requirements of the Greek Covered Bond Legislation (including, but not limited to Articles 17 and 18 of the Covered Bond Law and Chapter III of the Secondary Covered Bond Legislation). Pursuant to the Covered Bond Law, the Issuer must maintain a cover pool liquidity buffer to cover the maximum cumulative net liquidity outflow of the Programme over the next 180 days; the liquidity buffer can only consist of Liquid Assets. Such Liquid Assets may include cash standing to the credit of the Liquidity Buffer Reserve Ledger (*provided that* such amounts always represent a Liquid Asset) or other Liquid Assets purchased from funds standing to the credit of the Liquidity Buffer Reserve Ledger. Covered Bondholders should note that the Issuer covenanted, pursuant to the Servicing and Cash Management Deed, to ensure that the amount standing to the credit of the Liquidity Buffer Reserve Ledger, together with the nominal value of any Liquid Assets (other than amounts standing to the credit of the Liquidity Buffer Reserve Ledger) purchased from amounts standing to the credit of the Liquidity Buffer Reserve ledger is equal to or greater than the Liquidity Buffer Reserve Required Amount.

Pursuant to the Servicing and Cash Management Deed after the occurrence of an Issuer Event the Cover Pool is subject to an Amortisation Test. The Amortisation Test is intended to ensure that the Cover Pool Assets are sufficient to meet the obligations under all Covered Bonds outstanding together with senior expenses that rank in priority or *pari passu* with amounts due on the Covered Bonds. Failure to satisfy the Amortisation Test on any Calculation Date following an Issuer Event will constitute a Cover Pool Event of Default, thereby entitling the Trustee to accelerate the Covered Bonds subject to and in accordance with the Conditions and the Trust Deed.

#### *Factors that may affect the realisable value of the Cover Pool or any part thereof*

The realisable value of Loans and their Related Security comprised in the Cover Pool may be reduced by:

- (a) default by borrowers (each borrower being, in respect of a Loan Asset, the individual specified as such in the relevant mortgage terms together with each individual (if any) who assumes from time to time an obligation to repay such Loan Asset (the “**Borrower**”) in payment of amounts due on their Loans;
- (b) changes to the lending criteria of the Issuer; and
- (c) possible regulatory changes by the regulatory authorities;

Each of these factors is considered in more detail below. However, it should be noted that the Statutory Tests, the Amortisation Test and the Eligibility Criteria are intended to ensure that there will be an adequate amount of Loan Assets in the Cover Pool to enable the Issuer to repay the Covered Bonds following service of a Notice of Default and accordingly it is expected (but there is no assurance) that the Loan Assets could be realised for sufficient value to enable the Issuer to meet its obligations under the Covered Bonds.

#### *Default by Borrowers in paying amounts due on their Loans*

Borrowers may default on their obligations under the Loans in the Cover Pool. Defaults may occur for a variety of reasons. The Loans are affected by credit, liquidity and interest rate risks. Various factors influence mortgage delinquency rates, prepayment rates, repossession frequency and the ultimate payment of interest and principal, such as changes in the national or international economic climate, regional economic (due to local, national and/or global macroeconomic and geopolitical factors such as the war between Russia and Ukraine) or housing conditions, changes in tax laws, interest rates, inflation, the availability of financing, yields on alternative investments, political developments and government policies. Other factors in Borrowers' individual, personal or financial circumstances may affect the ability of Borrowers to repay the Loans. Loss of earnings, illness, divorce or widespread health crises or the fear of such crises (including, but not limited to, coronavirus/COVID-19 (or any strain of the foregoing), or other epidemic and/or pandemic diseases) and other similar factors may lead to an increase in delinquencies by and bankruptcies of Borrowers and could ultimately have an adverse impact on the ability of Borrowers to repay the Loans. In addition, governmental action or inaction in respect of, or responses to, any widespread health crises or such potential crises (such as those mentioned previously), whether in Greece or in any other jurisdiction, may lead to a deterioration of economic conditions both globally and also within Greece. Given the unpredictable effect such factors may have on the local, national or global economy, no assurance can be given as to the impact of any of the matters described in this paragraph and, in particular, no assurance can be given that such matters would not adversely affect the ability of the Issuer to satisfy its obligations under the Covered Bonds.

In addition, the ability of a Borrower to sell a property given as security for a Loan at a price sufficient to repay the amounts outstanding under that Loan will depend upon a number of factors, including the availability of buyers for that property, the value of that property and property values in general at the time.

#### *Changes to the Lending Criteria of the Issuer*

Each of the Loans originated by the Issuer will have been originated in accordance with its Lending Criteria at the time of origination. It is expected that the Issuer's Lending Criteria will generally consider, *inter alia*, type of property, term of loan, age of applicant, the loan-to-value ratio, status of applicant and credit history. The Issuer retains the right to revise its Lending Criteria from time to time but would do so only to the extent that such a change would be acceptable to a reasonable, prudent mortgage lender. If the Lending Criteria change in a manner that affects the creditworthiness of the Loans, that may lead to increased defaults by Borrowers and may affect the realisable value of the Cover Pool, or part thereof, and the ability of the Issuer to make payments under the Covered Bonds.

#### *Risks relating to Subsidised Loans*

In the Hellenic Republic subsidies are available to borrowers in respect of interest payments made under residential mortgage loans. The availability and amount of subsidy is determined by reference to the financial and social circumstances of a borrower and are made available from the Greek State and/or the DYPA. It is noted that in accordance with article 35 of Greek law 4144/2013 (GG A' 88/18.4.2013), the Manpower Employment Organisation ("OAED") became successor of both the

OEK and the Greek Workers Housing Organisation (“OEE”) and acquired every right and obligation thereof. As of 14 February 2012, OEK and OEE ceased to exist pursuant to article 1 paragraph 6 of Greek law 4046/2012. Assets, liabilities and any kind of pending cases since the entry into force of Greek law 4144/2013 were transferred from those legal persons to OAED. The OAED was renamed the Public Employment Service (“DYPA”) pursuant to Greek law 4921/2022. For the avoidance of doubt, any Subsidised Loans included in the Cover Pool are only euro denominated.

Regarding loans, in respect of which exclusively OEK made payment of the subsidised interest amount, DYPA shall continue the payments thereof (as a universal successor of OEK). The Greek State, the DYPA and any other applicable Greek State owned entity's subsidy payments will be part of the Cover Pool in accordance with the Covered Bond Law along with the other receivables under the loan agreements.

The Issuer receives the subsidised component of interest due under the Subsidised Loans from the DYPA, the Greek State or any other applicable Greek State subsidised entity. The DYPA will maintain the DYPA Savings Account and the Servicer will be authorised to deduct the amount of the subsidy related to the relevant Subsidised Loan from this account and then transfer such amounts to the Collection Account or, following an Issuer Event, to the Transaction Account according to the terms of the Servicing and Cash Management Deed. On the other hand, until such withdrawal from the DYPA Savings Account by the Servicer, DYPA remains liable to the Issuer for the relevant subsidy. If the DYPA Savings Account balance for any given month has not been sufficiently replenished by the DYPA in advance of the next month's automated deduction of the subsidy amounts, the remaining balance owing to NBG and to be transferred by the Servicer into the Collection Account or, following an Issuer Event, the Transaction Account will be deducted once additional funds have been deposited by the DYPA.

The Greek State will make payments of the subsidised interest amounts to NBG into the NBG BoG Account and then the Servicer shall be authorised to transfer such amounts to the Collection Account or, following an Issuer Event, to the Transaction Account according to the terms of the Servicing and Cash Management Deed. The Servicer will notify the Greek State of the subsidised interest amounts that are payable by them and will undertake to take action necessary to ensure that the Greek State make payment of the subsidised interest amounts that are payable by them.

In respect of any other subsidies provided by a Greek State subsidised entity, the amounts paid by way of subsidy will be transferred by the Servicer into the Collection Account or, following an Issuer Event, to the Transaction Account in accordance with the standard procedures applicable to such entity and the Servicer shall notify the relevant Greek State subsidised entity of the amount of any such subsidy due as soon as possible.

Although the Greek State, the DYPA or the relevant Greek State subsidised entity, as appropriate, is required to pay the Subsidised Interest Amounts, the relevant borrowers remain liable to repay the full amount of interest due under their Subsidised Loan. If the Greek State and/or the DYPA fails to pay any Subsidised Interest Amounts then the Borrower may be unable to meet payments due under the relevant Subsidised Loan. If the Borrower fails to pay the full amount under the Subsidised Loan, this may have an adverse impact on the funds available for the payments in respect of the Covered Bonds.

The DYPA pays subsidised interest amounts under the relevant Subsidised Loans on a monthly basis and up to two months in arrears and the Greek State pays subsidised interest amounts under the relevant Subsidised Loans every six months in arrears. Accordingly, the Issuer will not receive the portion of the interest that is subsidised by the DYPA and the Greek State in respect of such Subsidised Loan at the same time as the unsubsidised portion of interest paid by the Borrower. In addition, a Greek State subsidised entity may not pay the subsidy at the same time as unsubsidised amounts are paid by the Borrower.

By virtue of the terms and conditions stated in article 55 of Greek law 4305/2014, it has been allowed for Borrowers to file a petition for the extension of the term of their DYPA Subsidised Loans, provided that at the date of such petition the amount of any due payments that remain unpaid does not exceed the aggregate of six monthly instalments. Such petition should also have been filed within six months from the aforementioned Greek law's publication (the Greek law was published in the Government Gazette 237/A/31.10.2014) (such deadline was extended initially until 31 December 2015 by virtue of Decision no. 19068/819/4.5.2015 of the Minister of Finance (Government Gazette 878/B/19.5.2015), and subsequently until 31 December 2016 by virtue of Decision no. 21559/732/25.5.2016 of the Minister of Finance (Government Gazette 1478/B/25.5.2016). Also, ministerial decision of the Minister of Labour, Social Security and Social Solidarity under number 52246/3173/26/1/2018 allowed eligible borrowers of loans funded by own funds of DYPA to restructure such loans and specifically to restructure the amount of the loan, the repayment of capital, interest on capital, capitalised interest, default interest and the term of the loan and was recently amended by ministerial decision number 34920/1896/04-09-2020 to provide for the extension of the petition until 31 December 2020. Therefore, the said law, as amended per above, may have an adverse effect on the timing of the amount of collections under the loans granted to the Borrowers that make use of its provisions.

Under Greek law, the Greek State and DYPA will not benefit from sovereign immunity in respect of their obligations. Investors should also note that enforcement of judgments against the Greek State or the DYPA may be subject to limitations.

Any changes in Greek law or the administrative practice of the Greek State or the DYPA which affect the timing and amount of subsidised interest payable could result in an adverse affect of the ability of the Issuer to make payments in respect of the Covered Bonds.

#### *Sale of Loans and their Related Security following the occurrence of an Issuer Event*

Following the occurrence of an Issuer Event which is continuing, the Servicer (or the Special Administrator, if appointed) shall be obliged to sell in whole or in part the Loan Assets in respect of the relevant Series of Pass-Through Covered Bonds, in accordance with the Servicing and Cash Management Deed. The proceeds from any such sale will be credited to the Transaction Account and applied in accordance with the applicable Priority of Payments. There is no guarantee that the Servicer will be able to sell in whole or in part the Loan Assets as the Servicer may not be able to find a buyer at the time it is obliged to sell.

The Issuer will have the right to prevent the sale of a Loan Asset to third parties by removing the Loan Asset made subject to sale from the Cover Pool and transferring within ten Athens Business Days from the receipt of the offer letter, to the Transaction Account, an amount equal to the price set forth in such offer letter, subject to the provision of a solvency certificate.

#### *No representations or warranties to be given by the Servicer if Loan Assets are to be sold*

Following an Issuer Event, the Servicer will be obliged to sell Loan Assets to third parties (subject in certain circumstances to a right of pre-emption in favour of the Issuer) pursuant to the terms of the Servicing and Cash Management Deed. In respect of any sale of Loan Assets to third parties, however, the Servicer will not be permitted to give representations and warranties or indemnities in respect of those Loan Assets. There is no assurance that the Issuer would give any representations and warranties or indemnities in respect of the Loan Assets. Any representations and warranties previously given by the Issuer in respect of the Loan Assets in the Cover Pool may not have value for a third party purchaser if the Issuer is then insolvent. Accordingly, there is a risk that the realisable value of the Loan Assets could be adversely affected by the lack of representations and warranties or indemnities. See "*Description of Principal Documents – Servicing and Cash Management Deed*".

### *Reliance on Hedging Counterparties*

To provide a hedge against possible variances in the rates of interest payable on the Loans in the Cover Pool (which may, for instance, include discounted rates of interest, fixed rates of interest or rates of interest which track a base rate and other variable rates of interest) and EURIBOR for 1, 3 or 6 month euro deposits, the Issuer may enter into an Interest Rate Swap with the Interest Rate Swap Provider in respect of each Series of Covered Bonds under the Interest Rate Swap Agreement. In addition, to provide a hedge against interest rate, currency and/or other risks in respect of amounts received by the Issuer under the Loans in the Cover Pool and the Interest Rate Swaps and amounts payable by the Issuer under the Covered Bonds, the Issuer may enter into a Covered Bond Swap with a Covered Bond Swap Provider in respect of a Series of Covered Bonds under the Covered Bond Swap Agreement.

If the Issuer fails to make timely payments of amounts due under any Hedging Agreement, then it will have defaulted under that Hedging Agreement. A Hedging Counterparty is only obliged to make payments to the Issuer as long as the Issuer complies with its payment obligations under the relevant Hedging Agreement. If the Hedging Counterparty is not obliged to make payments or if it defaults on its obligations to make payments of amounts in the relevant currency equal to the full amount to be paid to the Issuer on the due date for payment under the relevant Hedging Agreement, the Issuer will be exposed to any changes in the relevant currency exchange rates to Euro and to any changes in the relevant rates of interest. Unless a replacement swap is entered into, the Issuer may have insufficient funds to make payments under the Covered Bonds.

If a Hedging Agreement terminates, then the Issuer (or the Servicer on its behalf) may be obliged to make a termination payment to the relevant Hedging Counterparty. There can be no assurance that the Issuer (or the Servicer on its behalf) will have sufficient funds available to make a termination payment under the relevant Hedging Agreement, nor can there be any assurance that the Issuer will be able to enter into a replacement swap agreement, or if one is entered into, that the credit rating of the replacement swap counterparty will be sufficiently high to prevent a downgrade of the then current ratings of the Covered Bonds by the Rating Agencies.

If the Issuer is obliged to pay a termination payment under any Hedging Agreement, such termination payment will rank ahead of amounts due on the Covered Bonds (in respect of the Interest Rate Swaps) and *pari passu* with amounts due on the Covered Bonds (in respect of the Covered Bond Swaps), except where default by, or downgrade of, the relevant Hedging Counterparty has caused the relevant Swap Agreement to terminate.

### *Conflicts of Interest*

Certain parties to this Transaction act in more than one capacity. The fact that these entities fulfil more than one role could lead to a conflict between the rights and obligations of these entities in one capacity and the rights and obligations of these entities in another capacity. In addition, this could also lead to a conflict between the interests of these entities and the interests of the Covered Bondholders. Any such conflict may adversely affect the ability of the Issuer to make payments of principal and/or interest in respect of the Covered Bonds.

### *Differences in timings of obligations of the Issuer and the Covered Bond Swap Provider under the Covered Bond Swaps*

With respect to each of the Covered Bond Swaps, the Issuer (or the Servicer on its behalf) will, periodically, pay or provide for payment of an amount to each corresponding Covered Bond Swap Provider based on EURIBOR for Euro deposits for the agreed period. The Covered Bond Swap Provider may not be obliged to make corresponding swap payments to the Issuer under a Covered Bond Swap until amounts are due and payable by the Issuer under the Covered Bonds. If a Covered

Bond Swap Provider does not meet its payment obligations to the Issuer under the relevant Covered Bond Swap Agreement or such Covered Bond Swap Provider does not make a termination payment that has become due from it to the Issuer under the Covered Bond Swap Agreement, the Issuer may have a larger shortfall in funds with which to make payments under the Covered Bonds than if the Covered Bond Swap Provider's payment obligations coincided with the Issuer's payment obligations under the Covered Bond Swap. Hence, the difference in timing between the obligations of the Issuer and the obligations of the Covered Bond Swap Providers under the Covered Bond Swaps may affect the Issuer's ability to make payments with respect to the Covered Bonds. A Covered Bond Swap Provider may be required, pursuant to the terms of the relevant Covered Bond Swap Agreement, to post collateral with the Issuer if the relevant rating of the Covered Bond Swap Provider is downgraded by a Rating Agency below the rating specified in the relevant Covered Bond Swap Agreement.

#### *Change of counterparties*

The parties to the Transaction Documents who receive and hold moneys pursuant to the terms of such documents (such as the Account Banks) are required to satisfy certain criteria in order that they can continue to receive and hold moneys.

These criteria include requirements in relation to the short-term, unguaranteed and unsecured credit ratings ascribed to such party by one or more of the Rating Agencies. If the party concerned ceases to satisfy the applicable criteria, including the ratings criteria detailed above, then the rights and obligations of that party (including the right or obligation to receive moneys on behalf of the Issuer) may be required to be transferred to another entity which does satisfy the applicable criteria. In these circumstances, the terms agreed with the replacement entity may not be as favourable as those agreed with the original party pursuant to the relevant Transaction Document.

In addition, should the applicable criteria cease to be satisfied, then the parties to the relevant Transaction Document may agree to amend or waive certain of the terms of such document, including the applicable criteria, in order to avoid the need for a replacement entity to be appointed. The consent of Covered Bondholders may not be required in relation to such amendments and/or waivers.

#### *Appointment of a Special Administrator*

In the event of insolvency of the Issuer, the Greek Covered Bond Legislation (in conjunction with Greek insolvency law) provides that the Cover Pool will at all times remain segregated from the insolvency estate of the Issuer until payment of all amounts due to the Covered Bondholders have been made in full. Article 21 of the Covered Bond Law provides that the Trustee shall use its reasonable endeavours to appoint a Special Administrator upon the insolvency or resolution of the Issuer pursuant to the Transaction Documents.

If no Special Administrator is appointed by the Trustee pursuant to the Transaction Documents, in the event of the Issuer's insolvency or resolution, the Bank of Greece may appoint a Special Administrator.

The Special Administrator (if any) will be obliged to comply with the duties set out in Article 21 of the Covered Bond Law and to service (or procure the servicing of) the Loan Assets in accordance with the terms of the Servicing and Cash Management Deed. The statutory duties of the Special Administrator, as set out in Article 21(3) of the Covered Bond Law are:

- a) ensuring that the obligations relating to the Covered Bonds are met;
- b) managing and liquidating the Cover Pool including, if there is an opportunity to do so, transferring the assets comprising the Cover Pool, together with the obligations under the

Covered Bonds (and any Hedging Agreements and/or other contractual obligations relating to the Covered Bonds and the Cover Pool) to another bank that is a covered bond issuer regulated in accordance with the Covered Bond Law and the Secondary Covered Bond Legislation;

- c) ensuring that any receipts or recoveries received in respect of the Cover Pool are made available to pay the obligations and liabilities arising under the Covered Bonds, the Hedging Agreements and any other obligations secured by the Statutory Pledge, in accordance with the terms of the Programme; and
- d) carrying out the proper management of the assets comprising the Cover Pool, monitoring the Cover Pool to ensure that it continues to be sufficient to meet the liabilities and obligations arising under and in respect of the Covered Bonds and the other Transaction Documents (including for these purposes monitoring the ongoing compliance of the Cover Pool with the Statutory Tests), initiation of proceedings in order to return to the Cover Pool from the insolvency estate of the Issuer any Cover Assets that have been transferred from the Cover Pool to the insolvency estate of the Issuer, and following the redemption in full of all Covered Bonds and the satisfaction of all liabilities arising under or in respect of the Transaction Documents, to transfer to the Issuer (or its insolvency estate or as directed by any relevant resolution authority) all remaining assets in or representing the Cover Pool.

Subject to certain conditions, the Special Administrator may transfer the assets comprising the Cover Pool, together with the obligations under the Covered Bonds (and any Hedging Agreements and/or other contractual obligations relating to the Covered Bonds and the Cover Pool) to another bank that is a covered bond issuer regulated in accordance with the Covered Bond Law and the Secondary Covered Bond Legislation. Subject to certain conditions, the Special Administrator may also sell in all or any part of the Cover Pool to raise proceeds for the purposes of meeting obligations due to Covered Bondholders and/or other counterparties under the Transaction Documents in accordance with the conditions of the Covered Bonds and the terms of the Transaction Documents. The proceeds from any such sale will be credited to the Transaction Account and applied in accordance with the Priority of Payments. There is no guarantee that the Special Administrator will be able to generate sufficient funds from the Loan Assets that would enable all amounts to be paid in full under the Covered Bonds. There can also be no assurance that an appointment of a Special Administrator (or any delay in making such appointment) would not cause delays in payment on the Covered Bonds and Covered Bondholders might suffer loss as a result. See also “*Insolvency of the Issuer*” below.

#### *Limited description of the Cover Pool*

Covered Bondholders will not receive detailed statistics or information in relation to the Loan Assets in the Cover Pool, because it is expected that the constitution of the Cover Pool will frequently change due to, for instance:

- a) the Issuer assigning Additional Cover Pool Assets to the Cover Pool; and
- b) the Issuer removing Cover Pool Assets from the Cover Pool or substituting existing Cover Pool Assets in the Cover Pool with Additional Cover Pool Assets.

There is no assurance that the characteristics of the Loan Assets assigned to the Cover Pool will be the same as those Loan Assets in the Cover Pool as at that date. However, each Loan Asset will be required to meet the Individual Eligibility Criteria and be subject to the representations and warranties set out in the Servicing and Cash Management Deed. In addition, the Nominal Value Test to be carried out on each Applicable Calculation Date is intended to ensure that, as at the last calendar day of the calendar month immediately preceding such Applicable Calculation Date, the Nominal Value of the Cover Pool exceeds the Euro Equivalent of the Principal Amount Outstanding of all Series of Covered Bonds by the Minimum OC Percentage (or such higher percentage which the Issuer may

determine in accordance with the Servicing and Cash Management Deed (although there is no assurance that it will do so) and the Asset Monitor will provide, on an annual basis, an agreed upon procedures report on the required tests (including Nominal Value Test) where exceptions, if any, will be noted.

#### *Ratings of the Covered Bonds*

One or more independent Rating Agencies may assign credit ratings to the Covered Bonds. The credit ratings assigned to the Covered Bonds may address the probability of default, loss given default and credit risk. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Covered Bonds.

The expected credit ratings of the Covered Bonds are set out in the relevant Final Terms for each Series of Covered Bonds. Any Rating Agency may lower its rating or withdraw its rating if, in the sole judgment of the Rating Agency, the credit quality of the Covered Bonds has declined or is in question. If any credit rating assigned to the Covered Bonds is lowered or withdrawn, the market value of the Covered Bonds may reduce. A security rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time.

In general, European regulated investors are restricted under Regulation (EC) No. 1060/2009 (as amended) (the “**CRA Regulation**”) from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). The list of registered and certified rating agencies published by ESMA on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list. Certain information with respect to the credit rating agencies and ratings is set out on the cover of this Base Prospectus.

#### *Rating Agency Confirmation in respect of Covered Bonds*

The terms of certain of the Transaction Documents provide that, in certain circumstances (including, *inter alia*, amendments to the Transaction Documents), the Issuer must, and the Trustee may, obtain confirmation from one or more of the Rating Agencies (to the extent they are rating any Covered Bonds at that time) that any particular action proposed to be taken by the Issuer, the Servicer or the Trustee will not adversely affect or cause to be withdrawn the then current ratings of the Covered Bonds (a “**Rating Agency Confirmation**”).

By acquiring the Covered Bonds, investors will be deemed to have acknowledged and agreed that, notwithstanding the foregoing, a credit rating is an assessment of credit and does not address other matters that may be of relevance to Covered Bondholders, including, without limitation, in the case of a Rating Agency Confirmation, whether any action proposed to be taken by the Issuer, Servicer, the Trustee or any other party to a Transaction Document is either (i) permitted by the terms of the relevant Transaction Document, or (ii) in the best interests of, or not prejudicial to, some or all of the Covered Bondholders. In being entitled to have regard to the fact that one or more of the Rating Agencies have confirmed that the then current ratings of the Covered Bonds would not be adversely affected or withdrawn, each of the Issuer, the Trustee and the other Secured Creditors (including the Covered Bondholders) is deemed to have acknowledged and agreed that the above does not impose or extend any actual or contingent liability on the Rating Agencies to the Issuer, the Trustee, the

Secured Creditors (including the Covered Bondholders) or any other person or create any legal relations between the Rating Agencies and the Issuer, the Trustee, the Secured Creditors (including the Covered Bondholders) or any other person whether by way of contract or otherwise.

Any such Rating Agency Confirmation may or may not be given at the sole discretion of each Rating Agency. It should be noted that, depending on the timing of delivery of the request and any information needed to be provided as part of any such request, it may be the case that a Rating Agency cannot provide a Rating Agency Confirmation in the time available or at all, and the Rating Agency will not be responsible for the consequences thereof. Such confirmation, if given, will be given on the basis of the facts and circumstances prevailing at the relevant time, and in the context of cumulative changes to the transaction of which the securities form part since the issuance closing date. A Rating Agency Confirmation represents only a restatement of the opinions given, and is given on the basis that it will not be construed as advice for the benefit of any parties to the transaction.

#### *Covered Bonds issued under the Programme*

Covered Bonds issued under the Programme will either be fungible with an existing Series of Covered Bonds or have different terms to an existing Series of Covered Bonds (in which case they will constitute a new Series). All Covered Bonds will rank *pari passu* and *pro rata* without any preference or priority among themselves, irrespective of their Series, except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.

Following the occurrence of a Cover Pool Event of Default and service by the Trustee of a Notice of Default, the Covered Bonds of all outstanding Series will become immediately due and payable against the Issuer.

#### *Further Issues*

The Issuer may from time to time, without the consent of the Covered Bondholders or the Couponholders, create and issue further Covered Bonds, provided that, *inter alia*:

- (i) there is no outstanding Issuer Event and that such issuance would not cause an Issuer Event;
- (ii) such issuance would not result in a breach of any of the Statutory Tests;
- (iii) the Rating Agencies have been notified of such issuance;
- (iv) such issuance has been notified to the Bank of Greece in accordance with paragraph II.3 of the Secondary Covered Bond Legislation; and.
- (v) if applicable, in respect of any Series or Tranche, a Hedging Agreement is entered into.

#### *The Trustee may agree to modifications to the Transaction Documents without the Covered Bondholders' or Secured Creditors' prior consent*

Pursuant to the terms of the Trust Deed and the Deed of Charge, the Trustee may, without the consent or sanction of any of the Covered Bondholders or any of the other Secured Creditors (other than the Swap Providers in respect of modification to the Post-Issuer Event Priority of Payments, the Post-Cover Pool Event of Default Priority of Payments, the Conditions, the Individual Eligibility Criteria or the Servicing and Cash Management Deed), concur with the Issuer and any other party in making any modification (other than a Series Reserved Matter) to the Transaction Documents and the Terms and Conditions of the Covered Bonds:

- (i) provided that in the sole opinion of the Trustee, such modification will not be materially prejudicial to the interests of any of the Covered Bondholders of any Series; or
- (ii) which in the sole opinion of the Trustee is of a formal, minor or technical nature or is to correct a manifest error,

and Moody's (to the extent it is rating any Covered Bonds at that time) has confirmed in writing to the Issuer that such modification will not adversely affect the then current ratings of the Covered Bonds (and in the case of any other Rating Agency (to the extent it is rating any Covered Bonds at that time), such Rating Agency has been notified of such modification).

#### *Certain decisions of Covered Bondholders taken at Programme level*

Any Extraordinary Resolution to direct the Trustee to take any enforcement action must be passed at a single meeting of the holders of all Covered Bonds of all Series then outstanding.

#### *Absence of secondary market*

There is not, at present, an active and liquid secondary market for the Covered Bonds, and no assurance is provided that a secondary market for the Covered Bonds will re-emerge. The Arranger is not obliged to and do not intend to make a market for the Covered Bonds. None of the Covered Bonds has been, or will be, registered under the Securities Act or any other applicable securities laws and they are subject to certain restrictions on the resale and other transfer thereof as set forth under Subscription and Sale and Transfer and Selling Restrictions. If a secondary market does re-emerge, it may not continue for the life of the Covered Bonds or it may not provide Covered Bondholders with liquidity of investment with the result that a Covered Bondholder may not be able to find a buyer to buy its Covered Bonds readily or at prices that will enable the Covered Bondholder to realise a desired yield.

In addition, Covered Bondholders should be aware of the prevailing and widely reported global credit market conditions (which continue at the date hereof), whereby there is a general lack of liquidity in the secondary market for instruments similar to the Covered Bonds. As a result of the liquidity crisis, there exist significant additional risks to the Issuer and the investors which may affect the returns on the Covered Bonds to investors.

In addition, the liquidity crisis has stalled the primary market for a number of financial products including instruments similar to the Covered Bonds. While it is possible that the liquidity crisis may soon alleviate for certain sectors of the global credit markets, there can be no assurance that the market for securities similar to the Covered Bonds will recover at the same time or to the same degree as such other recovering global credit market sectors.

#### *General legal investment considerations*

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Covered Bonds are legal investments for it, (2) Covered Bonds can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Covered Bonds. Financial institutions should consult their legal advisors or the appropriate regulators to determine the appropriate treatment of Covered Bonds under any applicable risk-based capital or similar rules.

#### *Changes in reference rates*

Interest rates and indices which are deemed to be “benchmarks”, (including the euro interbank offered rate (“**EURIBOR**”)) are the subject of national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Covered Bonds linked to or referencing such a “benchmark”. Regulation (EU) 2016/1011 (the “**EU Benchmarks Regulation**”) applies, subject to certain transitional provisions, to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU. Among other things, it (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU supervised entities of “benchmarks” of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed). Regulation (EU) 2016/1011 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**UK Benchmarks Regulation**”) among other things, applies to the provision of benchmarks and the use of a benchmark in the UK. Similarly, it prohibits the use in the UK by UK supervised entities of benchmarks of administrators that are not authorised by the FCA or registered on the FCA register (or, if non-UK based, not deemed equivalent or recognised or endorsed).

The EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable, could have a material impact on any Covered Bonds linked to or referencing a benchmark in particular, if the methodology or other terms of the benchmark are changed in order to comply with the requirements of the EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the relevant benchmark.

More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of benchmarks, could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements.

The euro risk free-rate working group for the euro area has published a set of guiding principles and high level recommendations for fallback provisions in, amongst other things, new euro denominated cash products (including bonds) referencing EURIBOR. The guiding principles indicate, among other things, that continuing to reference EURIBOR in relevant contracts (without robust fallback provisions) may increase the risk to the euro area financial system. On 11 May 2021, the euro risk-free rate working group published its recommendations on EURIBOR fallback trigger events and fallback rates.

Such factors may have (without limitation) the following effects on certain benchmarks: (i) discouraging market participants from continuing to administer or contribute to a benchmark; (ii) triggering changes in the rules or methodologies used in the benchmark and/or (iii) leading to the disappearance of the benchmark. Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Covered Bonds linked to, referencing or otherwise dependent (in whole or in part) upon, a benchmark.

Investors should be aware that, if an Inter Bank Offered Rate (“**IBOR**”) were discontinued or otherwise unavailable, the rate of interest on Floating Rate Covered Bonds which reference such IBOR will be determined for the relevant period by the fall-back provisions applicable to such Covered Bonds. Depending on the manner in which the relevant IBOR rate is to be determined under the “*Terms and Conditions of the Covered Bonds*”, this may (i) if ISDA Determination applies, be reliant upon the provision by reference banks of offered quotations for the relevant IBOR rate which, depending on market circumstances, may not be available at the relevant time or (ii) if Screen Rate Determination applies, result in the effective application of a fixed rate based on the rate which

applied in the previous period when the relevant IBOR was available. Any of the foregoing could have an adverse effect on the value or liquidity of, and return on, any Floating Rate Covered Bonds which reference the relevant IBOR.

The “*Terms and Conditions of the Covered Bonds*” provide for certain fallback arrangements in the event that a published benchmark (including any page on which such benchmark may be published (or any successor service)) becomes unavailable, including the possibility that the rate of interest could be set by reference to a Successor Rate or an Alternative Reference Rate determined by an Independent Adviser in consultation with the Issuer or failing that, by the Issuer, and that such Successor Rate or Alternative Reference Rate may be adjusted (if required) by an Adjustment Spread. In certain circumstances the ultimate fallback of interest for a particular Interest Period may result in the rate of interest for the last preceding Interest Period being used. This may result in the effective application of a fixed rate for Floating Rate Covered Bonds based on the rate which was last observed on the Relevant Screen Page. In addition, due to the uncertainty concerning the availability of Successor Rates and Alternative Reference Rates and the involvement of an Independent Adviser, the relevant fallback provisions may not operate as intended at the relevant time. If the Independent Adviser or, as applicable, the Issuer determines that amendments to the “*Terms and Conditions of the Covered Bonds*” or any other Transaction Document are necessary to ensure the proper operation of any Successor Rate or Alternative Reference Rate and/or Adjustment Spread, then the necessary amendments shall be made to vary the “*Terms and Conditions of the Covered Bonds*” without any requirement for the consent or approval of Covered bondholders, as provided by Condition 4.2(i) (*Benchmark Replacement Modifications*).

Any such consequences could have a material adverse effect on the value of and return on any such Covered Bonds. Moreover, any of the above matters or any other significant change to the setting or existence of any relevant reference rate could affect the ability of the Issuer to meet its obligations under the Covered Bonds or could have a material adverse effect on the value or liquidity of, and the amount payable under, the Covered Bonds.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable, or any of the international or national reforms and the possible application of the benchmark replacement provisions of Covered Bonds in making any investment decision with respect to any Floating Rate Covered Bonds linked to or referencing a benchmark.

#### *European Covered Bond (premium) Label*

The Covered Bonds to be issued under this Base Prospectus are intended to be labelled as “European Covered Bond (Premium)” (in Greek “Ευρωπαϊκό Καλυμμένο Ομόλογο (Ανωτέρας Ποιότητας)”, subject to the final assessment of the Programme by the Bank of Greece, certifying the label, and provided that the Covered Bonds are in compliance with Covered Bond Law and Article 129 of the CRR. Given that the labelling of the Covered Bonds as “European Covered Bond (Premium)” depends on the fulfilment of legal requirements under Covered Bond Law and Article 129 of the CRR, investors should consider, amongst other things, any regulatory impacts when deciding whether or not to purchase any Covered Bonds and assess autonomously the compliance of the Covered Bonds with the applicable regulatory framework. No assurance or representation is given as to the assets that comprise the Cover Pool (including, without limitation, whether such assets comply with Article 129(1) of the CRR) nor as to any label assigned to any Series of Covered Bonds (including, without limitation, where such Covered Bonds are labelled as “European Covered Bond (Premium)”. Furthermore, no assurance is given whether Covered Bonds labelled as European Covered Bond (Premium) will continue to maintain such label even after their issuance.

## **Risks related to the structure of a particular issue of Covered Bonds**

A wide range of Covered Bonds may be issued under the Programme. A number of these Covered Bonds may have features which contain particular risks for potential investors. Set out below is a description of the most common such features:

### *Covered Bonds subject to optional redemption by the Issuer*

An optional redemption feature of Covered Bonds is likely to limit their market value. During any period when the Issuer may elect to redeem Covered Bonds, the market value of those Covered Bonds generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may be expected to redeem Covered Bonds when its cost of borrowing is lower than the interest rate on the Covered Bonds. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Covered Bonds being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

The Issuer may also, at its option, redeem Covered Bonds for tax reasons in the circumstances described in, and in accordance with, Condition 6.2 (Redemption for tax reasons) or, if so specified in the applicable Final Terms, in accordance with Condition 6.3 (Redemption at the option of the Issuer).

The redemption at the option of the Issuer provided in Condition 6.3 (Redemption at the option of the Issuer) is exercisable in whole or, if so specified in the applicable Final Terms, in part. If the Issuer decides to redeem certain Covered Bonds in part only, such partial redemption may affect the liquidity of the Covered Bonds of the same Series in respect of which such option is not exercised. Depending on the number of the Covered Bonds of the same Series in respect of which the Issuer's optional redemption is exercised, any trading market in respect of those Covered Bonds in respect of which such option is not exercised may become illiquid.

### *Fixed/Floating Rate Covered Bonds*

Fixed/Floating Rate Covered Bonds may bear interest at a rate that converts from a fixed rate to a floating rate or from a floating rate to a fixed rate. Where the Issuer has the right to effect such a conversion, this will affect the secondary market and the market value of the Covered Bonds since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate in such circumstances, the spread on the Fixed/Floating Rate Covered Bonds may be less favourable than then prevailing spreads on comparable Floating Rate Covered Bonds tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Covered Bonds. If the Issuer converts from a floating rate to a fixed rate in such circumstances, the fixed rate may be lower than then prevailing rates on its Covered Bonds.

### *Covered Bonds which are issued at a substantial discount or premium may experience price volatility in response to changes in market interest rates*

The market values of securities issued at a substantial discount (such as Zero Coupon Covered Bonds) or premium to their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for more conventional interest-bearing securities. Generally, the longer the remaining term of such securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

### *Covered Bonds issued at a substantial discount or premium*

The market values of securities issued at a substantial discount or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

*In respect of any Covered Bonds issued with a specific use of proceeds, such as a “Green Covered Bond”, “Social Covered Bond” and “Sustainable Covered Bond”, the application of the net proceeds of such Covered Bonds (or an amount equal thereto) might not meet investor expectations or be (or remain) suitable for an investor’s investment criteria*

The applicable Final Terms relating to any specific Series of Covered Bonds may provide that it will be the Issuer’s intention to apply the net proceeds from an offer of those Covered Bonds (or an amount equal thereto) towards the financing and/or refinancing of projects and activities that promote climate-friendly and other environmental purposes in accordance with the National Bank of Greece Green Bond Framework (as defined below), as further described in the “*General Information – Use of proceeds*” section of this Base Prospectus (“**Green Projects**”) and / or that promote access to labour market and accomplishment of general interest initiatives (**Social Projects**) and/or that promote both Green Projects and Social Projects (respectively, “**Green Bonds**”, “**Social Bonds**” and “**Sustainable Bonds**”). The Issuer may request, on an annual basis, starting one year after the issuance of any such Covered Bonds and until full allocation, annual post-issuance review of the allocation of an amount equivalent to the net proceeds to the Green Bonds, Social Bonds and/or Sustainable Bonds, provided by a qualified external party. Prospective investors should have regard to the information in “*General Information – Use of proceeds*” section of this Base Prospectus and the applicable Final Terms regarding such use of proceeds and must determine for themselves the relevance of such information for the purpose of any investment in such Covered Bonds together with any other investigation such investor deems necessary (including the then applicable National Bank of Greece Green Bond Framework, as defined below). In particular, no assurance is given by the Issuer or the Dealers that the use of such proceeds for any Green Projects and for any Social Projects will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates (in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects or uses, the subject of, or related to, the relevant Green Projects or the relevant Social Projects).

Furthermore, it should be noted that the definition (legal, regulatory or otherwise) of, and market consensus for a particular project to be defined as, a “green”, “social” or “sustainable” or equivalently labelled project is still under development. As a result, there is currently no clearly defined definition (legal, regulatory or otherwise) of, nor market consensus as to what constitutes, a “green” or “social” or “sustainable” or an equivalently-labelled project or as to what precise attributes are required for a particular project to be defined as “green” or “social” or “sustainable” or such other equivalent label nor can any assurance be given that such a clear definition or consensus will develop over time or that any prevailing market consensus will not significantly change. A basis for the determination of the definitions of, *inter alia*, “green” has been established in the EU with the publication in the Official Journal of the EU on 22 June 2020 of Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 (the “**Sustainable Finance Taxonomy Regulation**”) on the establishment of a framework to facilitate sustainable investment (the “**EU Sustainable Finance Taxonomy**”). On 21 April 2021, the European Commission adopted the EU Taxonomy Climate Delegated Act, introducing the first set of technical screening criteria to define which activities contribute substantially to two of the environmental objectives under the EU Sustainable Finance Taxonomy: climate change adaptation and climate change mitigation (the “**Taxonomy Climate Delegated Act**”). The Taxonomy Climate Delegated Act entered into force on 1 January 2022. In addition, on 9 March 2022 the European Commission adopted the EU Taxonomy Complementary

Climate Delegated Act covering certain nuclear and gas activities, which is expected to enter into force from 1 January 2023. Furthermore, on 6 April 2022, the European Commission adopted the Regulatory Technical Standards (RTS) to Regulation (EU) 2019/2088 (the “**Sustainable Finance Disclosure Regulation**”) which is expected to apply from 1 January 2023. Any further delegated act that is adopted by the European Commission in implementation of the Sustainable Finance Taxonomy Regulation or the Sustainable Finance Disclosure Regulation (the “**Taxonomy Regulation Delegated Acts**”) may furthermore evolve over time with changes to the scope of activities and other amendments to reflect technological progress, resulting in regular review to the relating screening criteria.

Accordingly, no assurance can be given that the Issuer’s Green Projects or any Social Projects will meet any or all investor expectations regarding such “green”, “social” (or other equivalently-labelled) performance objectives (including those set out under the Sustainable Finance Taxonomy Regulation and any Taxonomy Regulation Delegated Act) or that any adverse social or green and/or other impacts will not occur during the implementation of any green or social project. Moreover, in light of the continuing development of legal, regulatory and market conventions in the green and positive social impact markets, there is a risk that the legal frameworks and/or definitions may (or may not) be modified to adapt any update that may be made to the ICMA’s Green Bond Principles and/or the EU framework standard. Such changes may have a negative impact on the market value and the liquidity of any Green Bond or Social Bond issued prior to their implementation.

In April 2020, the Issuer published a framework relating to investments in Green Projects, which may be amended or updated from time to time, (the “**National Bank of Greece Green Bond Framework**”) which is available on the Bank’s website ([https://www.nbg.gr/-/jssmedia/Files/nbgportal/debt-investors/documents/NBG-Green-Bond-Framework\\_April-2020vF.pdf?rev=6d3b4d606fa244fc8f5f51b84c776beb](https://www.nbg.gr/-/jssmedia/Files/nbgportal/debt-investors/documents/NBG-Green-Bond-Framework_April-2020vF.pdf?rev=6d3b4d606fa244fc8f5f51b84c776beb)), together with a second-party opinion on the National Bank of Greece Green Bond Framework (the “**Second-Party Opinion**”). The most recent version of the National Bank of Greece Green Bond Framework will be available on the Issuer’s website. For the avoidance of doubt, neither the National Bank of Greece Green Bond Framework nor the Second-Party Opinion is, or shall be deemed to be, incorporated in and/or form part of this Base Prospectus.

No assurance or representation is given as to the suitability or reliability for any purpose whatsoever of any opinion or certification of any third party (whether or not solicited by the Issuer, and including for the avoidance of doubt the Second-Party Opinion) which may or may not be made available in connection with the issue of any Green Bonds, Social Bonds or Sustainable Bonds and in particular with any Green Projects or any Social Projects to fulfil any environmental, sustainability, social and/or other criteria. For the avoidance of doubt, any such opinion or certification is not, nor shall be deemed to be, incorporated in and/or form part of this Base Prospectus. Any such opinion or certification is not, nor should be deemed to be, a recommendation by the Issuer, the Arrangers, the Dealers or any other person to buy, sell or hold any Green Bonds, Social Bonds or Sustainable Bonds. Any such opinion or certification is only current as of the date that opinion was initially issued. Prospective investors must determine for themselves the relevance of any such opinion or certification and/or the information contained therein and/or the provider of such opinion or certification for the purpose of any investment in such Covered Bonds. Currently, the providers of such opinions and certifications are not subject to any specific regulatory or other regime or oversight.

In addition, a withdrawal of any such opinion or certification may affect the value of such Green Bonds, Social Bonds or Sustainable Bonds and/or may have consequences for certain investors with portfolio mandates to invest in green or social assets. The withdrawal of any opinion or certification as described above, attesting that the Issuer is not complying in whole or in part with any matters for which such opinion or certification is reporting, assessing, opining or certifying on, and/or any such Green Bonds, Social Bonds or Sustainable Bonds no longer being listed or admitted to trading on any stock exchange or securities market, as aforesaid, may have a material adverse effect on the value of

Green Bonds, Social Bonds or Sustainable Bonds and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

In the event that any Green Bonds, Social Bonds or Sustainable Bonds are listed or admitted to trading on any dedicated “green”, “social”, “sustainable” or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated), no representation or assurance is given by the Issuer, the Dealers or any other person that such listing or admission satisfies, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects or uses, the subject of or related to, any Green Projects and to any Social Projects. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. Nor is any representation or assurance given or made by the Issuer, the Dealers or any other person that any such listing or admission to trading will be obtained in respect of any Green Bonds, Social Bonds or Sustainable Bonds or, if obtained, that any such listing or admission to trading will be maintained during the life of the Green Bonds, Social Bonds or Sustainable Bonds.

While it is the intention of the Issuer to apply the proceeds of any Green Bonds, Social Bonds or Sustainable Bonds so specified, respectively, for Green Projects and/or Social Projects in, or substantially in, the manner described in the National Bank of Greece Green Bond Framework (with respect to the Green Bonds only), this Base Prospectus and/or the applicable Final Terms, there can be no assurance that the relevant project(s) or use(s) the subject of, or related to, any Green Projects and any Social Projects, as appropriate, will be capable of being implemented in or substantially in such manner and/or in accordance with any timing schedule and that accordingly such proceeds will be totally disbursed for the specified Green Projects and/or the specified Social Projects, as applicable. Nor can there be any assurance that such Green Projects or such Social Projects, will be completed within any specified period or at all or with the results or outcome (whether or not related to the environmental goals, social goals, sustainability goals or similar goals) as originally expected or anticipated by the Issuer.

Any such event or failure by the Issuer (including to comply with reporting obligations or to obtain any assessment, opinion or certification in relation to Green Bonds, Social Bonds or Sustainable Bonds, or any such report, assessment, opinion or certification concluding that the Issuer is not complying in whole or in part with any matters for which such report, assessment, opinion or certification is obtained, and/or such Covered Bonds no longer being listed or admitted to trading on any securities exchange or market, or any such failure to apply the proceeds of such Covered Bonds (or an amount equal thereto) for any Green Projects or Social Projects or to obtain and publish any such reports, assessments, opinions and certifications and irrespective of the results or outcome or otherwise of any Green Project or Social Project), will not (i) give rise to any claim of a Coveredbondholder against the Issuer; (ii) constitute an event of default under the relevant Covered Bonds; or (iii) lead to an obligation of the Issuer to redeem such Covered Bonds or be a relevant factor for the Issuer in determining whether or not to exercise any optional redemption rights in respect of any Covered Bonds. Neither the proceeds of any Green Bonds, Social Bonds or Sustainable Bonds nor any amount equal to such proceeds or asset financed with such proceeds will be segregated by the Issuer from its capital and other assets. For the avoidance of doubt, payments of principal and interest (as the case may be) on the relevant Green Bonds, Social Bonds or Sustainable Bonds shall not depend on the performance of the relevant project nor have any preferred or any other right against the green, social or sustainable assets towards which proceeds of the Covered Bonds are to be applied.

Any such event or failure (as described in the paragraph above) and/or any such report, assessment, opinion or certification or there being any such opinion or certification concluding that the Issuer is

not complying, in whole or in part, with any matters for which such report, assessment, opinion or certification is obtained, and/or such Green Bonds, Social Bonds or Sustainable Bonds no longer being listed or admitted to trading on any stock exchange or securities market as aforesaid, may have a material adverse effect on the value of such Green Bonds, Social Bonds or Sustainable Bonds and also potentially the value of any other Covered Bonds which are intended to finance Green Projects and to finance Social Projects and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

Investors should refer to the National Bank of Greece Green Bond Framework (as further described in “General Information – Use of proceeds” below) for further information with respect to the Green Bonds only.

None of the Dealers will verify or monitor the proposed use of proceeds of Covered Bonds issued under the Programme.

### **General risk factors**

Set out below is a description of risks relating to the Covered Bonds that have not been indicated in the previous paragraphs:

#### *Modification, waivers and substitution*

The conditions of the Covered Bonds contain provisions for calling meetings of Covered Bondholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Covered Bondholders including Covered Bondholders who did not attend and vote at the relevant meeting and Covered Bondholders who voted in a manner contrary to the majority.

#### *Insurance*

Under the terms and conditions of the Loan Documentation, each Borrower is required to obtain and maintain fire and earthquake insurance only, unless the property was built before 1 January 1960, in which case only fire insurance is available in the market. Accordingly, a claim under such policy for damage to the relevant property can be made only if the damage results from the occurrence of a fire or earthquake. However, this is not inconsistent with the terms and conditions of loans similar to the Loans made by other mortgage lenders in Greece who also only require borrowers to obtain and maintain fire and earthquake insurance. In addition, certain Borrowers, at their option, take out life insurance policies, with the Issuer as the primary loss payee, to secure their obligations under the relevant Loans.

#### *Delays in Enforcement Proceedings*

The reforms of the Greek Civil Procedure Code by virtue of Greek law 4335/2015, as amended and in force, aim at speeding up the conducting of enforcement proceedings. Nevertheless, the length, complexity and uncertainty of success of enforcement procedures in Greece may lead to a substantial delay in recovering any amounts due under any defaulted or delinquent loan which may adversely affect the Issuer’s ability to meet its obligations under the Covered Bonds. For further information, see “*Enforcing Security*” in the section headed “*The Mortgage and Housing Market in Greece*”.

#### *Auction Proceeds*

The proceeds of an auction following enforcement against a property securing a Loan must be allocated in accordance with the provisions of the Greek Civil Procedure Code. These articles require the notary public which acted as the auction clerk to deduct from the proceeds the expenses (including legal, bailiff’s and notarial fees) incurred in connection with the enforcement proceedings. Following such deduction, the proceeds are allocated among participating creditors, depending on their

classification. Accordingly, the Issuer, as owner of a first ranking pre-notation could be limited to receiving approximately two-thirds or 65% (as applicable) of the proceeds raised by an auction of a property securing a Loan if creditors by operation of law or unsecured creditors co-exist. In such case, the proceeds may not be sufficient to discharge the amount that is owed by the Borrower to the Issuer under the Loan, which may in turn affect the Issuer's ability to meet its obligations in respect of the Covered Bonds. For further information, see "Enforcing Security" in the section headed "The Mortgage and Housing Market in Greece".

However, given that the Loans are given a maximum 80% LTV indexed value for the purpose of calculating the Statutory Tests the value of the property securing a Loan should exceed the Outstanding Principal Balance of that portion of the Loan accredited value for the purposes of the Statutory Tests. Accordingly, the possibility that the Issuer will not receive sufficient proceeds following the enforcement against a property securing a Loan to discharge the amounts that are owed to it by the relevant Borrower is reduced.

### *Special Insolvency Schemes*

In addition to the standard enforcement and bankruptcy procedures, a series of special insolvency schemes were enacted over the last years for individuals or businesses, including Greek laws 3869/2010, 4307/2014, and 4605/2019, resulting in a fragmented and complex insolvency framework in Greece. In 2020, Greek law 4738/2020 was enacted introducing a new bankruptcy regime for individuals and legal entities, which entered into force on 1 March 2021. Upon the new law coming into force, debtors are no longer able to apply for submission to the procedures under Greek law 4307/2014, whereas submission to the procedures under Greek law 3869/2010 is no longer available as of 1 June 2021; thus concerns raised in relation to those procedures of the previous legal regime will be relevant only for procedures already commenced until such date. For further information, see "*Settlement of Amounts Due by Indebted Individuals*", "*The out-of-court debt settlement process pursuant to Greek law 4738/2020*" and "*Settlement of business debts*" in the Section "*Regulation and Supervision of Banks In Greece*"

### *Greek Covered Bond Legislation*

In November 2019, the European Parliament and the Council adopted the legislative package on covered bond reforms made up of a new covered bond directive (Directive (EU) 2019/2162) (the "**Covered Bond Directive**") and a new regulation (Regulation (EU) 2019/2160) (the "**Article 129 Regulation**"), which entered into force on 7 January 2020 with the deadline for application of 8 July 2022 (both texts have relevance for the EEA and are to be implemented in due course in other countries in the EEA, and, for these purposes, the EEA includes the UK). The Covered Bond Directive replaces current article 52(4) of Directive 2009/65/EC (the "**UCITS Directive**"), establishes a revised common base-line for issue of covered bonds for EU regulatory purposes (subject to various options that members states may choose to exercise when implementing the new directive through national laws). The Covered Bond Directive does not have direct effect in EEA jurisdictions and will need to be implemented in the relevant jurisdiction by national legislation. In Greece, this has been effected by way of the Greek Covered Bond Legislation. The Article 129 Regulation is directly applicable in Member States from 8 July 2022 and it amends article 129 of the CRR (and certain related provisions) and further strengthens the criteria for covered bonds that benefit from preferential capital treatment under the CRR regime.

In addition, it should be noted that the Covered Bond Directive provides for permanent grandfathering with respect to certain requirements of the new regime for article 52(4) UCITS Directive-compliant covered bonds issued before 8 July 2022 and includes an option for the Member States to allow tap issues with respect to grandfathered covered bonds (for up to 24 months after 8 July 2022), provided such tap issues comply with certain prescribed requirements.

The Covered Bond Law implemented into Greek law the Covered Bond Directive, including its grandfathering provisions, and is the primary legal basis for covered bond issuance in Greece. On 9 February 2023 the Executive Committee of the Bank of Greece issued decision nr. 215/1/03.02.2023 on the basis of the provisions and authorisations of the Covered Bond law which together with the Covered Bond Law, shall constitute the Greek Covered Bond Legislation. The Covered Bonds are expected to be fully compliant with the CRR. However, the Issuer cannot be certain as to how any of the regulatory developments described above or other regulatory changes not currently known to the Issuer will impact the treatment of the Covered Bonds for investors.

The structure of the issue of the Covered Bonds and the ratings which are to be assigned to them are based on English and Greek law and administrative practice, respectively, in effect as at the date of this Base Prospectus, and having regard to the expected tax treatment of all relevant entities under such law and practice. No assurance can be given as to the impact of any possible change to English or Greek law (or the laws of any other jurisdiction) (including any change in regulation which may occur without a change in the primary legislation) or administrative practice in the U.K. or Greece after the date of this Base Prospectus or can any assurance be given as to whether any such change would adversely affect the ability of the Issuer to make payments under the Covered Bonds.

#### *Harmonisation of the EU covered bond framework*

In Europe, the U.S. and elsewhere, there is significant focus on fostering greater financial stability through increased regulation of financial institutions, and their corresponding capital and liquidity positions. This has resulted in a number of regulatory initiatives which are currently at various stages of implementation and which may have an impact on the regulatory position for certain investors in covered bond exposures and/or on the incentives for certain investors to hold covered bonds, and may thereby affect the liquidity of such securities. Investors in the Covered Bonds are responsible for analysing their own regulatory position and none of the Issuer, the Dealers or the Arrangers makes any representation to any prospective investor or purchaser of the Covered Bonds regarding the treatment of their investment on the closing date or at any time in the future.

In particular, it should be noted that the Basel Committee on Banking Supervision (“**BCBS**”) has approved a series of significant changes to the Basel regulatory capital and liquidity framework (such changes being referred to by the BCBS as “**Basel III**”). Basel III provides for a substantial strengthening of existing prudential rules, including new requirements intended to reinforce capital standards (with heightened requirements for global systemically important banks) and to establish a leverage ratio “backstop” for financial institutions and certain minimum liquidity standards. BCBS member countries agreed to implement the initial phase of the Basel III reforms from 1 January 2013 and the second phase from 1 January 2022, subject to transitional and phase-in arrangements for certain requirements. As implementation of Basel III requires national legislation, the final rules and the timetable for its implementation in each jurisdiction, as well as the treatment of covered bonds, may be subject to some level of national variation. It should also be noted that changes to regulatory capital requirements have been made for insurance and reinsurance undertakings through participating jurisdiction initiatives, such as Directive No. 2009/138/EC (“**Solvency II**”) framework in Europe. Prospective investors should therefore make themselves aware of the requirements described above (and any corresponding implementing rules of their regulator), where applicable to them, in addition to any other applicable regulatory requirements with respect to their investment in the Covered Bonds. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

It should also be noted that in November 2019, the European Parliament and the Council adopted the legislative package on covered bond reforms made up of a new covered bond directive (Directive (EU) 2019/2162) and a new regulation (Regulation (EU) 2019/2160) which entered into force on 7 January 2020 with the deadline for application of 8 July 2022 (both texts have relevance for the EEA and are to be implemented in due course in other countries in the EEA) (the “**Covered Bond Directive**”). The new covered bond directive replaces Article 52(4) of the UCITS Directive, establishes a revised common

base-line for the issue of covered bonds for EU regulatory purposes (subject to various options that members states may choose to exercise when implementing the new directive through national laws). The new regulation is directly applicable in the EU, and Article 129 of the Capital Requirements Regulation (“EU CRR”) (and certain related provisions) and further strengthens the criteria for covered bonds that benefit from preferential capital treatment under the EU CRR regime. As EU CRR permits the exercise of certain national discretion, the implementation may be subject to some level of national variation.

Prospective investors should therefore make themselves aware of the changes and corresponding national implementing measures in addition to any other applicable regulatory requirements with respect to their investment in the Covered Bonds.

#### *Covered Bonds where denominations involve integral multiples: definitive Covered Bonds*

In relation to any issue of Covered Bonds that have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Covered Bonds may be traded in amounts that are not integral multiples of such minimum Specified Denomination. In such a case, a Covered Bondholder who, as a result of trading such amounts, holds an amount which (after deducting integral multiples of such minimum Specified Denomination) is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time may not receive a definitive Covered Bond in respect of such holding (should definitive Covered Bonds be printed) and would need to purchase a principal amount of Covered Bonds such that its holding amounts to a Specified Denomination.

If definitive Covered Bonds are issued, Covered Bondholders should be aware that definitive Covered Bonds that have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

#### *Exchange rate risks and exchange controls*

The Issuer (or the Servicer on its behalf) will pay principal and interest on the Covered Bonds in the Specified Currency. This presents certain risks relating to currency conversions if an investor’s financial activities are denominated principally in a currency or currency unit other than the Specified Currency (the “**Investor’s Currency**”). These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor’s Currency) and the risk that authorities with jurisdiction over the Investor’s Currency may impose or modify exchange controls. An appreciation in the value of the Investor’s Currency relative to the Specified Currency would decrease (1) the Investor’s Currency equivalent yield on the Covered Bonds, (2) the Investor’s Currency-equivalent value of the principal payable on the Covered Bonds and (3) the Investor’s Currency-equivalent market value of the Covered Bonds.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

#### *Greek Withholding Tax*

Potential investors of Covered Bonds should consult their own tax advisers as to which countries’ tax laws could be relevant to acquiring, holding and disposing Covered Bonds and receiving payments of interest, principal and/or other amounts or delivery of securities under the Covered Bonds and the consequences of such actions under the tax laws of those countries. Please refer to the “Taxation” section below for further details.

## DOCUMENTS INCORPORATED BY REFERENCE

The following documents which have previously been published and have been filed with the CSSF shall be incorporated by reference, and form part of, this Base Prospectus:

- (a) Unaudited interim condensed consolidated financial statements of the Bank and the Group as at and for the three month period ended 31 March 2023 (the “**Three Months 2023 Financial Statements**”) which have been prepared in accordance with IFRS (available at
- (b) Group and Bank 2022 Annual Financial Report, which includes the Certification of the Board of Directors, the Board of Directors’ Report, the Independent Auditor’s Report and the Audited Separate and Consolidated Financial Statements for the Bank and the Group as at and for the year ended 31 December 2022, which have been prepared in accordance with IFRS as endorsed by the EU (the “**2022 Annual Financial Statements**”) (available at
- (c) Unaudited interim condensed consolidated financial statements of the Bank and the Group as at and for the six month period ended 30 June 2022 (the “**Six Months 2022 Financial Statements**”) which have been prepared in accordance with IFRS (available at  [and](https://www.nbg.gr/-/jssmedia/Files/Group/enhmerwsh-ependutwn/Financial-statements-annual-interim/Financial-Report-30-06-2022-EN.pdf?rev=30d42e6cae7446c89d0833fcd021bbf6&_gl=1*1kipp27*_ga*MTQ2ODc1OTQ5NC4xNjg1NDQ3Mzgw*_up*MQ..*_ga_44Y14P97V7*MTY4NTQ0Nm3OS4xLjAuMTY4NTQ0Nm3OS4wLjAuMA..)
- (d) Group and Bank 2021 Annual Financial Report, which includes the Certification of the Board of Directors, the Board of Directors’ Report, the Independent Auditor’s Report and the Audited Separate and Consolidated Financial Statements for the Bank and the Group as at and for the year ended 31 December 2021, which have been prepared in accordance with IFRS as endorsed by the EU (the “**2021 Annual Financial Statements**” and, together with the 2022 Annual Financial Statements, the “**Annual Financial Statements**”) (available at  [and](https://www.nbg.gr/-/jssmedia/Files/Group/enhmerwsh-ependutwn/Annual_Financial_Reports/Annual-Financial-Report-2021-EN.pdf?rev=1af4ccd624fb46b1a0e321f203dc4fde&_gl=1*1ttn022*_ga*MTgxMjg1NDY1OS4xNjg0NTA5NTEEx*_up*MQ..*_ga_44Y14P97V7*MTY4NDUwOTUxMS4xLjAuMTY4NDUwOTUxMS4wLjAuMA..)
- (e) The sections entitled ‘*Terms and Conditions of the Covered Bonds*’ set out on pages 111 to 146 (inclusive) of the Base Prospectus dated 9 April 2019 (for the avoidance of doubt, the applicable Final Terms for a Series or Tranche of Covered Bonds will indicate the Terms and Conditions applicable to such Series or Tranche and, unless otherwise indicated in the applicable Final Terms, the Terms and Conditions of all Covered Bonds issued after the date hereof shall be those set out in full in this Base Prospectus) (available at

[https://www.nbg.gr/-/jssmedia/Files/nbgportal/debt-investors/documents/National\\_Bank\\_of\\_Greece\\_CB1\\_2019\\_Base\\_Prospectus.pdf?rev=9a3352ea0fe94bbab659063ac6409690&\\_gl=1\\*1t5cspq\\*\\_ga\\*ODEzMTMwMDc3LjE2OTAyODAlNjA.\\*\\_up\\*MQ.\\*\\_ga\\_44Y14P97V7\\*MTY5MDI4MDU2MC4xLjAuMTY5MDI4MDU2MC4wLjAuMA..](https://www.nbg.gr/-/jssmedia/Files/nbgportal/debt-investors/documents/National_Bank_of_Greece_CB1_2019_Base_Prospectus.pdf?rev=9a3352ea0fe94bbab659063ac6409690&_gl=1*1t5cspq*_ga*ODEzMTMwMDc3LjE2OTAyODAlNjA.*_up*MQ.*_ga_44Y14P97V7*MTY5MDI4MDU2MC4xLjAuMTY5MDI4MDU2MC4wLjAuMA..)). The remaining portions of the Base Prospectus dated 9 April 2019 are not relevant for prospective investors.

Following the publication of this Base Prospectus a supplement to this Base Prospectus may be prepared by the Issuer and approved by the CSSF in accordance with Article 23 of the Prospectus Regulation. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Base Prospectus or in a document which is incorporated by reference in this Base Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

Copies of documents incorporated by reference in this Base Prospectus can be obtained free of charge from the registered office of the Issuer at 86 Aiolou Street, 10559 Athens, the Issuer's website <https://www.nbg.gr/en/group/investor-relations>, the Luxembourg Stock Exchange website [www.luxse.com](http://www.luxse.com) and from the specified offices of the Paying Agents for the time being in London and Luxembourg. Any non-incorporated parts of a document referred to herein, which for the avoidance of doubt are not mentioned in the cross-reference list below, are either deemed not relevant for an investor or are otherwise covered elsewhere in this Base Prospectus.

In accordance with Article 19 of the Prospectus Regulation, any information contained in any of the documents specified above which is not incorporated by reference in this Base Prospectus is either not relevant to investors or is covered elsewhere in this Base Prospectus.

The Issuer will, in the event of any significant new factor, material mistake or inaccuracy relating to information included in this Base Prospectus which is capable of affecting the assessment of any Covered Bonds, prepare a supplement to this Base Prospectus or publish a new Base Prospectus for use in connection with any subsequent issue of Covered Bonds.

**CROSS-REFERENCE LIST RELATING TO THE AUDITOR'S REPORT AND AUDITED CONSOLIDATED FINANCIAL STATEMENTS OF NATIONAL BANK OF GREECE S.A. FOR THE FINANCIAL YEARS ENDED 31 DECEMBER 2022 AND 31 DECEMBER 2021**

	31 December 2022	31 December 2021
Information Incorporated		
Statement of Financial Position	p. 184	p. 182
Income Statement	p. 185	p. 183
Statement of changes in equity	p. 187-188	p. 185-186
Cash-flow statement	p. 189	p. 187
Accounting policies and explanatory notes	p. 190-305	p. 188-314
Auditor's report	p. 176-182	p. 174-180

The information incorporated by reference that is not included in the cross-reference list is considered as additional information and is not required by the relevant schedules of Commission Delegated Regulation (EU) 2019/980.

**CROSS-REFERENCE LIST RELATING TO THE UNAUDITED INTERIM CONSOLIDATED FINANCIAL STATEMENTS OF NATIONAL BANK OF GREECE S.A. FOR THE SIX MONTH PERIOD ENDED 30 JUNE 2022**

Information Incorporated	30 June 2022
Independent Auditor’s Report	p. 46
Statement of Financial Position	p. 48
Income Statement – 6-month period	p. 49
Statement of changes in equity	p. 53-54
Cash-flow statement	p. 55
Accounting policies and explanatory notes	p. 56-91

The information incorporated by reference that is not included in the cross reference list is considered as additional information and is not required by the relevant schedules of Commission Delegated Regulation (EU) 2019/980.

**CROSS-REFERENCE LIST RELATING TO THE UNAUDITED INTERIM CONSOLIDATED FINANCIAL STATEMENTS OF NATIONAL BANK OF GREECE S.A. FOR THE THREE MONTH PERIOD ENDED 31 MARCH 2023**

Information Incorporated	31 March 2023
Statement of Financial Position	p. 3
Income Statement – 3-month period	p. 4
Statement of changes in equity - Group	p. 6
Cash-flow statement	p. 7
Accounting policies and explanatory notes	p. 8-38

The information incorporated by reference that is not included in the cross reference list is considered as additional information and is not required by the relevant schedules of Commission Delegated Regulation (EU) 2019/980.

## TERMS AND CONDITIONS OF THE COVERED BONDS

*The following are the Terms and Conditions of the Covered Bonds which will be incorporated by reference into each Global Covered Bond (as defined below) and each Definitive Covered Bond (as defined below), in the latter case only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the Issuer and the relevant Dealer at the time of issue but, if not so permitted and agreed, such Definitive Covered Bond will have endorsed thereon or attached thereto such Terms and Conditions. The applicable Final Terms in relation to any Series or Tranche of Covered Bonds may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the following Terms and Conditions, replace or modify the following Terms and Conditions for the purpose of such Covered Bonds. The applicable Final Terms (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Covered Bond and Definitive Covered Bond. Reference should be made to “Form of the Covered Bonds” for a description of the content of Final Terms which will specify which of such terms are to apply in relation to the relevant Covered Bonds.*

This Covered Bond is one of a Series (as defined below) of Covered Bonds issued by National Bank of Greece S.A. (the “**Issuer**”) pursuant to the Trust Deed (as defined below).

References herein to the Covered Bonds shall be references to the Covered Bonds of this Series and shall mean:

- (a) in relation to any Covered Bonds represented by a global Covered Bond (a “**Global Covered Bond**”), units of the lowest denomination specified in the relevant Final Terms (“**Specified Denomination**”) in the currency specified in the relevant Final Terms (“**Specified Currency**”);
- (b) any Global Covered Bond; and
- (c) any definitive Covered Bonds (each a “**Definitive Covered Bond**”) issued in exchange for a Global Covered Bond.

The Covered Bonds and the Coupons (as defined below) are constituted by a trust deed (such trust deed as amended and/or supplemented and/or restated from time to time, the “**Trust Deed**”) dated the Programme Closing Date and made between *inter alios* the Issuer, Citibank, N.A., London Branch (the “**Trustee**”, which expression includes the trustee or trustees for the time being of the Trust Deed) as trustee for the Covered Bondholders.

The Covered Bonds and the Coupons (as defined below) have the benefit of an agency agreement (such agency agreement as amended and/or supplemented and/or restated from time to time, the “**Agency Agreement**”) dated the Programme Closing Date and made between *inter alios* the Issuer, Citibank N.A. as principal paying agent (the “**Principal Paying Agent**”, which expression shall include any successor principal paying agent), and the other paying agents named therein (together with the Principal Paying Agent, the “**Paying Agents**”, which expression shall include any additional or successor paying agents).

Interest bearing Definitive Covered Bonds have interest coupons (“**Coupons**”) and, if indicated in the applicable Final Terms, talons for further Coupons (“**Talons**”) attached on issue. Any reference herein to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons. Global Covered Bonds do not have Coupons or Talons attached on issue.

The Final Terms for this Covered Bond (or the relevant provisions thereof) are set out in Part A of the Final Terms attached to or endorsed on this Covered Bond which complete these Terms and Conditions (the “**Conditions**”) and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the Conditions, replace or modify the Conditions for the

purposes of this Covered Bond. References to the applicable Final Terms are to Part A of the Final Terms (or the relevant provisions thereof) attached to or endorsed on this Covered Bond.

Any reference to Covered Bondholders or holders in relation to any Covered Bonds shall mean the holders of the Covered Bonds and shall, in relation to any Covered Bonds represented by a Global Covered Bond, be construed as provided below. Any reference herein to “**Couponholders**” shall mean the holders of the Coupons and shall, unless the context otherwise requires, include the holders of the Talons.

As used herein, “**Tranche**” means Covered Bonds which are identical in all respects (including as to listing and admission to trading) and “**Series**” means a Tranche of Covered Bonds together with any further Tranche or Tranches of Covered Bonds which are (a) expressed to be consolidated and form a single series and (b) identical in all respects (including as to listing and admission to trading) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.

Copies of the applicable Final Terms are available for viewing at the registered office of the Issuer and of the Principal Paying Agent and copies may be obtained from those offices save that, if this Covered Bond is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Regulation, the applicable Final Terms will only be obtainable by a Covered Bondholder holding one or more Covered Bonds and such Covered Bondholder must produce evidence satisfactory to the Issuer and the relevant Paying Agent as to its holding of such Covered Bonds and identity. The Covered Bondholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Trust Deed and the applicable Final Terms which are applicable to them. The statements in the Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed.

Except where the context otherwise requires, capitalised terms used and not otherwise defined in these Conditions shall bear the meanings given to them in the applicable Final Terms and/or the master definitions and construction schedule made between the parties to the Transaction Documents on or about the Programme Closing Date as the same may be amended, varied or supplemented from time to time (the “**Master Definitions and Construction Schedule**”), a copy of each of which may be obtained as described above.

## **1. Form, Denomination and Title**

The Covered Bonds are in bearer form and, in the case of Definitive Covered Bonds, serially numbered, in the Specified Currency and the Specified Denomination(s). Covered Bonds of one Specified Denomination may not be exchanged for Covered Bonds of another Specified Denomination.

This Covered Bond may be a Fixed Rate Covered Bond, a Floating Rate Covered Bond, a Zero Coupon Covered Bond or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Final Terms.

The Covered Bonds will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer(s) and set out in the applicable Final Terms save that the minimum denomination of each Covered Bond will be €100,000 (or, if the Covered Bonds are denominated in a currency other than euro, the equivalent amount in such currency) or such other higher amount as is required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency.

It is a condition precedent to the issuance of a new Series or Tranche of Covered Bonds that (i) there is no Issuer Event outstanding and that such issuance would not cause an Issuer

Event, (ii) such issuance would not result in a breach of any of the Statutory Tests, (iii) the Rating Agencies, to the extent they are rating any Covered Bonds at that time, have been notified of such issuance, (iv) such issuance has been notified to the Bank of Greece in accordance with Article 20(4) of the Covered Bond Law and (v) if applicable, in respect of any Series or Tranche, a Hedging Agreement is entered into.

Definitive Covered Bonds are issued with Coupons attached, unless they are Zero Coupon Covered Bonds in which case references to Coupons and Couponholders in these Conditions are not applicable.

Subject as set out below, title to the Covered Bonds and Coupons will pass by delivery. The Issuer, the Paying Agents and the Trustee will (except as otherwise required by law) deem and treat the bearer of any Covered Bond or Coupon as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any Global Covered Bond, without prejudice to the provisions set out in the next succeeding paragraph.

For so long as any of the Covered Bonds are represented by a Global Covered Bond held on behalf of Euroclear Bank S.A./N.V. (**Euroclear**) and/or Clearstream Banking, *société anonyme* (**Clearstream, Luxembourg**), each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular nominal amount of such Covered Bonds (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of such Covered Bonds standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error and any such certificate or other document may comprise any form of statement or printout of electronic records provided by the relevant clearing system (including, without limitation, Euroclear's EUCLID or Clearstream's Cedcom system) in accordance with its usual procedures and in which the holder of a particular nominal amount of the Covered Bonds is clearly identified with the amount of such holding) shall be treated by the Issuer, the Paying Agents and the Trustee as the holder of such nominal amount of such Covered Bonds for all purposes other than with respect to the payment of principal or interest on such nominal amount of such Covered Bonds, for which purpose the bearer of the relevant Global Covered Bond shall be treated by the Issuer, any Paying Agent and the Trustee as the holder of such nominal amount of such Covered Bonds in accordance with and subject to the terms of the relevant Global Covered Bond and the expressions **Covered Bondholder** and **holder of Covered Bonds** and related expressions shall be construed accordingly.

Covered Bonds which are represented by a Global Covered Bond will be transferable only in accordance with the rules and procedures for the time being of Euroclear and Clearstream, Luxembourg, as the case may be.

References to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms or as may otherwise be approved by the Issuer, the Principal Paying Agent and the Trustee.

## **2. Status of the Covered Bonds**

### **Status**

The Covered Bonds constitute direct, unconditional and unsubordinated obligations of the Issuer secured by (i) the statutory pledge provided by Article 14(2) of the Covered Bond Law (the **Statutory Pledge**) in respect of the Greek law governed Cover Pool Assets and (ii) the

Deed of Charge in respect of the other Cover Pool Assets. They are issued in accordance with Greek Covered Bond Legislation and are backed by the assets of the Cover Pool. They will at all times rank *pari passu* without any preference among themselves.

### 3. Priorities of Payments

#### *Post-Issuer Event Priority of Payments*

Following an Issuer Event but prior to the delivery of a Notice of Default, the Servicer shall apply all Covered Bonds Available Funds on each Cover Pool Payment Date in making the following payments and provisions in the following order of priority (the **Post-Issuer Event Priority of Payments**) (in each case only if and to the extent that payments of a higher priority have been made in full):

- (i) *first*, in or towards satisfaction of all amounts then due and payable or to become due and payable prior to the next Cover Pool Payment Date to the Trustee (including remuneration payable to it) under the provisions of the Trust Deed together with interest and applicable VAT (or other similar taxes) thereon to the extent provided therein;
- (ii) *second, pari passu and pro rata* according to the respective amounts thereof to pay any additional fees, costs, expenses and taxes due and payable on the Cover Pool Payment Date or to provide for all such amounts that will become due and payable prior to the next Cover Pool Payment Date to fund any notice to be given to any parties in accordance with any of the Transaction Documents or to the Covered Bondholders;
- (iii) *third, pari passu and pro rata* according to the respective amounts thereof, (a) to pay all amounts due and payable on the Cover Pool Payment Date, or to provide for all such amounts that will become due and payable prior to the next Cover Pool Payment Date (and for which payment has not been provided for elsewhere in the relevant Priorities of Payments), to any Secured Creditors other than the Covered Bondholders with the exception of any amount due to be paid, or that will become due and payable prior to the next Cover Pool Payment Date, to the Hedging Counterparties under the Hedging Agreements, and (b) to the Servicer an amount representing the cost of the Levy in respect of such Loans received from Borrowers, such amount to be used by the Servicer towards satisfaction of the Issuer's obligation to pay any Levy;
- (iv) *fourth, pari passu and pro rata*, according to the respective amounts thereof (a) to pay all amounts of interest due and payable on the Pass-Through Covered Bonds and on the Covered Bonds on the Cover Pool Payment Date, or to provide for all such amounts that will become due and payable prior to the next Cover Pool Payment Date on any Covered Bonds and (b) to pay any amounts due and payable on the Cover Pool Payment Date, or to provide for all such amounts that will become due and payable prior to the next Cover Pool Payment Date under any Hedging Agreement other than Subordinated Termination Payments to any Hedging Counterparties under any such Hedging Agreement;
- (v) *fifth*, to credit the Liquidity Buffer Reserve Ledger with an amount equal to the difference between the Liquidity Buffer Reserve Required Amount and the aggregate of the amount standing to the credit of the Liquidity Buffer Reserve Ledger and the nominal value of Liquid Assets which have not matured on or prior to such Cover Pool Payment Date (other than Liquid Assets represented by amounts previously credited to the Liquidity Buffer Reserve Ledger) purchased from amounts previously

credited to the Liquidity Buffer Reserve Ledger after having made the payments under paragraphs (i) to (iv) above, only to the extent that the same would not give rise to a Cover Pool Event of Default pursuant to these Conditions;

- (vi) *sixth*, to pay *pari passu* and *pro rata*, according to the respective amounts thereof all amounts of principal due and payable in respect of any Series of Pass-Through Covered Bonds and any other Series of Covered Bonds then outstanding on the Cover Pool Payment Date, or to provide for all such amounts that will become due and payable prior to the next Cover Pool Payment Date (if any) on any Series of Pass-Through Covered Bonds and any other Series of Covered Bonds;
- (vii) *seventh*, for so long as any Covered Bonds remain outstanding, any remaining Covered Bonds Available Funds will remain standing to the credit of the Transaction Account, or, as applicable, be deposited in the Transaction Account;
- (viii) *eighth*, to pay *pari passu* and *pro rata*, according to the respective amounts thereof, any amount due and payable on the Cover Pool Payment Date, or to provide for all such amounts that will become due and payable prior to the next Cover Pool Payment Date to any Hedging Counterparties arising out of any Subordinated Termination Payment; and
- (ix) *ninth*, to pay any excess to the Issuer.

#### *Post-Cover Pool Event of Default Priority of Payments*

Following the occurrence of a Cover Pool Event of Default and the delivery of a Notice of Default all funds deriving from the Cover Pool Assets and the Transaction Documents, standing to the credit of the Transaction Account shall be applied on any Athens Business Day in accordance with the following order of priority of payments (the **Post-Cover Pool Event of Default Priority of Payments** and, together with the Post-Issuer Event Priority of Payments, the **Priorities of Payments** and, each of them a **Priority of Payments**) (in each case only if and to the extent that payments of a higher priority have been made in full) provided that any such amount has not been paid by the Issuer using funds not forming part of the Cover Pool:

- (i) *first*, to pay any Indemnity to which the Trustee is entitled pursuant to the Trust Deed and any costs and expenses incurred by or on behalf of the Trustee (a) following the occurrence of a Potential Cover Pool Event of Default in connection with or as a result of serving on the Issuer a Notice of Default (to the extent that any such amounts have not yet been paid out of the Covered Bonds Available Funds before the delivery of a Notice of Default) and (b) following the delivery of a Notice of Default in connection with or as a result of the enforcement of (A) the security granted under the Statutory Pledge and the Deed of Charge and/or (B) any other right or remedy that the Trustee is entitled to, or is required to pursue, under or in connection with the Transaction Documents and the Covered Bonds for the purpose of protecting the interests of the Covered Bondholders and the other Secured Creditors;
- (ii) *second, pari passu* and *pro rata* according to the respective amounts thereof, (a) to pay all amounts of interest and principal then due and payable on any Covered Bonds, (b) to pay any additional fees, costs, expenses and taxes due and payable in connection with any listing or deposit of the Covered Bonds or to fund any notice to be given to any parties in accordance with any of the Transaction Documents or to the Covered Bondholders, (c) to pay all amounts due and payable to any Secured Creditors, other than the Covered Bondholders and (d) any amounts due and payable

under any Hedging Agreement other than the Subordinated Termination Payments to any Hedging Counterparties under any such Hedging Agreements;

- (iii) *third*, to pay *pari passu* and *pro rata*, according to the respective amounts thereof, any amount due and payable to any Hedging Counterparties arising out of any Subordinated Termination Payment; and
- (iv) *fourth*, following the payment in full of all items under (i) to (iii) above, to pay all excess amounts to the Issuer.

#### 4. Interest

##### 4.1 Interest on Fixed Rate Covered Bonds

Each Fixed Rate Covered Bond bears interest on its Principal Amount Outstanding from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will be payable, subject as provided in these Conditions, in arrear on the Interest Payment Date(s) in each year up to (and including) the Final Maturity Date.

Except as provided in the applicable Final Terms, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on but excluding such date (**Fixed Coupon Amount**). Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the broken amount specified in the relevant Final Terms (the **Broken Amount**) so specified.

As used in the Conditions, **Fixed Interest Period** means the period from (and including) an Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

If interest is required to be calculated for a period other than a Fixed Interest Period, such interest shall be calculated by applying the Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit

of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

##### 4.2 Floating Rate Covered Bond Provisions

###### (a) Interest on Payment Dates

Each Floating Rate Covered Bond bears interest on its Principal Amount Outstanding from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

- (i) the Specified Interest Payment Date(s) in each year specified in the applicable Final Terms; or
- (ii) if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each such date, together with each Specified Interest Payment Date, an **Interest Payment Date**) which falls the number of months or other period specified as the **Specified Period** in the applicable Final Terms after the preceding

Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period. In these Conditions, the expression **Interest Period** shall mean the period from (and including) an Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

(b) Rate of Interest

The Rate of Interest payable from time to time in respect of Floating Rate Covered Bonds will be determined in the manner specified in the applicable Final Terms.

(i) ISDA Determination for Floating Rate Covered Bonds

Where **ISDA Determination** is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any), *provided that* in any circumstances where under the ISDA definitions the Calculation Agent or Principal Paying Agent would be required to exercise any discretion, including the selection of any reference banks and seeking quotations from reference banks, when calculating the relevant ISDA Rate, the relevant determinations(s) which require the Calculation Agent or the Principal Paying Agent to exercise its discretion shall instead be made by the Issuer or its designee. For the purposes of this subparagraph (i), **ISDA Rate** for an Interest Period means a rate equal to the Floating Rate that would be determined by the Principal Paying Agent or other person specified in the applicable Final Terms under an interest rate swap transaction if the Principal Paying Agent or that other person were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Covered Bonds (the **ISDA Definitions**), and under which:

- (A) the Floating Rate Option is as specified in the applicable Final Terms;
- (B) the Designated Maturity is the period specified in the applicable Final Terms; and
- (C) the relevant Reset Date is either (I) if the applicable Floating Rate Option is based on the Euro-zone inter-bank offered rate (**EURIBOR**), the first day of that Interest Period or (II) in any other case, as specified in the applicable Final Terms.

For the purposes of this subparagraph (i), (1) **Floating Rate, Calculation Agent, Floating Rate Option, Designated Maturity** and **Reset Date** have the meanings given to those terms in the ISDA Definitions and (2) **Euro-zone** means the region comprising the member states of the European Union (the "**Member States**") that adopt or have adopted the single currency in accordance with the Treaty establishing the European Community, as amended from time to time.

When this subparagraph (i) applies, in respect of each relevant Interest Period the Principal Paying Agent or the above-mentioned person will be deemed to have discharged its obligations under **Condition 4.2(d)** below in respect of the

determination of the Rate of Interest if it has determined the Rate of Interest in respect of such Interest Period in the manner provided in this subparagraph (i).

(ii) Screen Rate Determination for Floating Rate Covered Bonds

Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be either:

- (A) the offered quotation (if there is only one quotation on the Relevant Screen Page); or
- (B) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. (Brussels time, in the case of EURIBOR) on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Principal Paying Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Principal Paying Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

The Agency Agreement contains provisions for determining the Rate of Interest pursuant to this subparagraph (ii) in the event that the Relevant Screen Page is not available or if, in the case of (A) above, no such offered quotation appears or, in the case of (B) above, fewer than three such offered quotations appear, in each case as at the time specified in the preceding paragraph.

If the Reference Rate from time to time in respect of Floating Rate Covered Bonds is specified in the applicable Final Terms as being other than EURIBOR, the Rate of Interest in respect of such Covered Bonds will be determined as provided in the applicable Final Terms.

(c) Minimum Rate of Interest and/or Maximum Rate of Interest

If the applicable Final Terms for a Floating Rate Covered Bond specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Final Terms for a Floating Rate Covered Bond specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

(d) Determination of Rate of Interest and calculation of Interest Amounts

The Principal Paying Agent, in the case of Floating Rate Covered Bonds, will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period.

The Principal Paying Agent will calculate the amount of interest (the **Interest Amount**) payable on the Floating Rate Covered Bonds for the relevant Interest Period by applying the Rate of Interest to:

- (i) in the case of Floating Rate Covered Bonds which are represented by a Global Covered Bond, the aggregate outstanding nominal amount of the Covered Bonds represented by such Global Covered Bond (or, if they are Partly Paid Covered Bonds, the aggregate amount paid up); or
- (ii) in the case of Floating Rate Covered Bonds in definitive form, the Calculation Amount,

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Floating Rate Covered Bond in definitive form comprises more than one Calculation Amount, the Interest Amount payable in respect of such Covered Bond shall be the aggregate of the amounts (determined in the manner provided above) for each Calculation Amount comprising the Specified Denomination without any further rounding.

(e) Notification of Rate of Interest and Interest Amounts

The Principal Paying Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer, the Trustee and to any stock exchange or other relevant competent authority or quotation system on which the relevant Floating Rate Covered Bonds are for the time being listed, quoted and/or traded or by which they have been admitted to listing or trading and to be published in accordance with Condition 16 (*Notices*) as soon as possible after their determination but in no event later than the fourth Business Day (as defined in Condition 4.5) thereafter and in the case of any notification to be given to the Luxembourg Stock Exchange on or before the first Business Day of each Interest Period. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment or alternative arrangements will be promptly notified to the Trustee and each stock exchange or other relevant authority on which the relevant Floating Rate Covered Bonds are for the time being listed, quoted and/or traded or by which they have been admitted to listing or trading and to Covered Bondholders in accordance with Condition 16 (*Notices*).

(f) Determination or Calculation by Trustee

If for any reason at any relevant time after the Issue Date, the Principal Paying Agent or, as the case may be, the Calculation Agent defaults in its obligation to determine the Rate of Interest or the Principal Paying Agent defaults in its obligation to calculate any Interest Amount in accordance with subparagraph 4.2(b)(i) or 4.2(b)(ii) above or as otherwise specified in the applicable Final Terms, as the case may be, and in each case in accordance with paragraph 4.2(d) above, the Trustee may determine the Rate of Interest at such rate as, in its absolute discretion (having such regard as it may think fit to the foregoing provisions of

this Condition, but subject always to any Minimum Rate of Interest or Maximum Rate of Interest specified in the applicable Final Terms), it shall deem fair and reasonable in all the circumstances or, as the case may be, the Trustee may calculate the Interest Amount(s) in such manner as it shall deem fair and reasonable in all the circumstances. In making any such determination or calculation, the Trustee may appoint and rely on a determination or calculation by a calculation agent (which shall be an investment bank or other suitable entity of international repute). If such determination or calculation is made the Trustee shall as soon as reasonably practicable notify the Issuer and the Stock Exchange of such determination or calculation and each such determination or calculation shall be deemed to have been made by the Principal Paying Agent or the Calculation Agent, as the case may be.

(g) Certificates to be final

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 4.2, whether by the Principal Paying Agent, the Calculation Agent or the Trustee shall (in the absence of wilful default or manifest error) be binding on the Issuer, the Principal Paying Agent, the Calculation Agent, the other Paying Agents, the Trustee and all Covered Bondholders and Couponholders and (in the absence of wilful default, gross negligence, bad faith or fraud) no liability to the Issuer the Covered Bondholders or the Couponholders shall attach to the Principal Paying Agent, the Calculation Agent or the Trustee in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

(h) Benchmark Replacement

In addition, notwithstanding the provisions above in this Condition 4.2 (*Floating Rate Covered Bond Provisions*), if the Issuer determines that the relevant Reference Rate specified in the relevant Final Terms has ceased to be published on the Relevant Screen Page as a result of such benchmark ceasing to be calculated or administered when any Rate of Interest (or the relevant component part thereof) remains to be determined by such Reference Rate, then the following provisions shall apply:

- (i) the Issuer shall use reasonable endeavours to appoint, as soon as reasonably practicable, an Independent Adviser to determine (acting in good faith and in a commercially reasonable manner as an expert and in consultation with the Issuer), no later than 5 Business Days prior to the relevant Interest Determination Date relating to the next succeeding Interest Period (the “**Relevant Interest Determination Date**”), a Successor Rate (as defined below) or, alternatively, if there is no Successor Rate, an Alternative Reference Rate (as defined below) for purposes of determining the Rate of Interest (or the relevant component part thereof) applicable to the Covered Bonds;
- (ii) if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine a Successor Rate or an Alternative Reference Rate prior to the Relevant Interest Determination Date, the Issuer (acting in good faith and in a commercially reasonable manner) may determine a Successor Rate or, if there is no Successor Rate, an Alternative Reference Rate;
- (iii) if a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) is determined in accordance with the preceding provisions, such Successor Rate or, failing which, an Alternative Reference Rate (as applicable) shall be the Reference Rate for each of the future Interest Periods (subject to the subsequent operation of, and to adjustment as provided in, this Condition 4.2(h) (*Benchmark Replacement*)); provided, however, that if sub-paragraph (ii) applies and the Issuer is unable to or

does not determine a Successor Rate or an Alternative Reference Rate prior to the relevant Interest Payment Date, the Rate of Interest applicable to the next succeeding Interest Period (as applicable) shall be equal to the Rate of Interest last determined in relation to the Covered Bonds in respect of the preceding Interest Period (or alternatively, if there has not been a first Interest Payment Date, the rate of interest shall be the Rate of Interest specified in the relevant Final Terms) (subject, where applicable, to substituting the Margin that applied to such preceding Interest Period for the Margin that is to be applied to the relevant Interest Period); for the avoidance of doubt, the provision in this sub-paragraph (iii) shall apply to the relevant Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, this Condition 4.2(h) (*Benchmark Replacement*));

- (iv) if the Independent Adviser or the Issuer determines a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) in accordance with the above provisions, the Independent Adviser or the Issuer (as applicable), may also specify changes to these Conditions, including but not limited to the Day Count Fraction, Relevant Screen Page, Business Day Convention, Business Days, Interest Determination Date and/or the definition of Reference Rate applicable to the Covered Bonds, and the method for determining the fallback rate in relation to the Covered Bonds, in order to follow market practice in relation to the Successor Rate or the Alternative Reference Rate (as applicable). If the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable), determines that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Reference Rate (as applicable) and determines the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Reference Rate (as applicable). If the Independent Adviser or the Issuer (as applicable) is unable to determine the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Successor Rate or Alternative Reference Rate (as applicable) will apply without an Adjustment Spread. Covered Bondholder consent shall not be required in connection with effecting the Successor Rate or Alternative Reference Rate (as applicable) or such other changes; and
- (v) the Issuer shall promptly, following the determination of any Successor Rate or Alternative Reference Rate (as applicable), give notice thereof to the Agents and the Covered Bondholders, which shall specify the effective date(s) for such Successor Rate or Alternative Reference Rate (as applicable) and any consequential changes made to the Conditions.

For the purposes of this Condition 4.2(i) (*Benchmark Replacement*):

**“Adjustment Spread”** means a spread (which may be positive or negative) or formula or methodology for calculating a spread, which the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable), determines is required to be applied to the Successor Rate or the Alternative Reference Rate (as applicable) in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to Covered Bondholders and Couponholders as a result of the replacement of the Reference Rate with the Successor Rate or the Alternative Reference Rate (as applicable) and is the spread, formula or methodology which:

- (i) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Reference Rate with the Successor Rate by any Relevant Nominating Body; or

- (ii) in the case of a Successor Rate for which no such recommendation has been made or in the case of an Alternative Reference Rate, the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable) determines is recognised or acknowledged as being in customary market usage in international covered bonds transactions which reference the Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Reference Rate (as applicable); or
- (iii) if no such customary market usage is recognised or acknowledged, the Independent Adviser (in consultation with the Issuer) or the Issuer in its discretion (as applicable), determines (acting in good faith and in a commercially reasonable manner) to be appropriate;

“**Alternative Reference Rate**” means the rate that the Independent Adviser or the Issuer (as applicable) determines has replaced the relevant Reference Rate in customary market usage in the international bond markets for the purposes of determining rates of interest in respect of bonds denominated in the Specified Currency and of a comparable duration to the relevant Interest Period, or, if the Independent Adviser or the Issuer (as applicable) determines that there is no such rate, such other rate as the Independent Adviser or the Issuer (as applicable) determines in its discretion (acting in good faith and in a commercially reasonable manner) is most comparable to the relevant Reference Rate;

“**Independent Adviser**” means an independent financial institution of international repute or other independent financial adviser experienced in the international bond markets, in each case appointed by the Issuer at its own expense;

“**Relevant Nominating Body**” means, in respect of a reference rate:

- (i) the central bank for the currency to which the reference rate relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the reference rate; or
- (ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the reference rate relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the reference rate, (c) a group of the aforementioned central banks or other supervisory authorities, or (d) the Hellenic Financial Stability Board or any part thereof; and

“**Successor Rate**” means the rate that the Independent Adviser or the Issuer (as applicable) determines is a successor to or replacement of the Reference Rate which is formally recommended by any Relevant Nominating Body.

- (i) **Benchmark Replacement Modifications**

Notwithstanding the provisions of Condition 14 (*Meetings of Covered Bondholders, Modification and Waiver*) but subject as provided in the next following paragraph, the Trustee shall be obliged, without any consent or sanction of the Covered Bondholders or any of the other Secured Creditors, to concur with the Issuer in making any modification to these Conditions or any other Transaction Document to which it is a party or in relation to which it holds security or entering into any new, supplemental or additional documents that the Issuer certifies to the Trustee is considered by the Issuer necessary or advisable for the purpose of changing the Reference Rate to a Successor Rate or Alternative Reference Rate in accordance with Condition 4.2(i) (such certification being a “**Benchmark Rate Modification Certificate**”).

When implementing any modification pursuant to this Condition 4.2(i) (*Benchmark Replacement Modifications*), (i) the Trustee shall not consider the interests of the Covered Bondholders, any other Secured Creditor or any other person and shall act and rely solely and without further investigation, on any Benchmark Rate Modification Certificate and shall not be liable to the Covered Bondholders, any other Secured Creditor or any other person for so acting or relying, irrespective of whether any such modification is or may be materially prejudicial to the interests of any such person; and (ii) the Trustee shall not be obliged to agree to any modification which, in the sole opinion of the Trustee would have the effect of (A) exposing the Trustee to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (B) increasing the obligations or duties, or decreasing the rights or protection, of the Trustee in the Transaction Documents and/or these Conditions.

#### 4.3 Interest on Zero Coupon Covered Bonds

Zero Coupon Covered Bonds will be offered and sold at a discount to their nominal amount and will not bear interest. When a Zero Coupon Covered Bond becomes repayable prior to its Maturity Date it will be redeemed at the Early Redemption Amount calculated in accordance with Condition 6.5 (*Early Redemption Amounts*). In the case of late payment the amount due and repayable shall be calculated in accordance with Condition 6.8 (*Late Payment*).

#### 4.4 Accrual of interest

Interest (if any) will cease to accrue on each Covered Bond (or in the case of the redemption of part only of a Covered Bond, that part only of such Covered Bond) on the due date for redemption thereof unless, upon due presentation thereof, payment of principal is improperly withheld or refused or unless default is otherwise made in respect of payment, in which event, interest will continue to accrue as provided in Condition 6.8 (*Late Payment*).

#### 4.5 Business Day, Business Day Convention, Day Count Fractions and other adjustments

(a) In these Conditions, **Business Day** means:

- (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London and Athens and any Additional Business Centre specified in the applicable Final Terms; and
- (ii) either (A) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than London and any Additional Business Centre) or as otherwise specified in the applicable Final Terms or (B) in relation to any sum payable in euro, a day on which the T2 is open.

(b) If a **Business Day Convention** is specified in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (i) in any case where Specified Periods are specified in accordance with Condition 4.2(a)(ii), the **Floating Rate Convention**, such Interest Payment Date (1) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the

provisions of (II) below shall apply mutatis mutandis, or (2) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (I) such Interest Payment Date shall be brought forward to the immediately preceding Business Day, and (II) each subsequent Interest Payment Date shall be the last Business Day in the month which falls within the Specified Period after the preceding applicable Interest Payment Date occurred; or

- (ii) the **Following Business Day Convention**, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
  - (iii) the **Modified Following Business Day Convention**, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
  - (iv) the **Preceding Business Day Convention**, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.
- (c) **Day Count Fraction** means, in respect of the calculation of an amount of interest for any Interest Period:
- (i) if **Actual/Actual (ICMA)** is specified in the applicable Final Terms:
    - (A) in the case of Covered Bonds where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the “**Accrual Period**”) is equal to or shorter than the Determination Period (as defined in Condition 4.5(e)) during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (I) the number of days in such Determination Period and (II) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or
    - (B) in the case of Covered Bonds where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of (I) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and (II) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year;
  - (ii) if **Actual/Actual** or **Actual/Actual (ISDA)** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (i) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366, and (ii) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
  - (iii) if **Actual/365 (Fixed)** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;

- (iv) if **Actual/365 (Sterling)** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
- (v) if **Actual/360** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;
- (vi) if **30/360, 360/360** or **Bond Basis** is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360x(Y^2 - Y^1)] + [30x(M^2 - M^1)] + (D^2 - D^1)}{360}$$

where:

"Y<sup>1</sup>" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y<sup>2</sup>" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M<sup>1</sup>" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M<sup>2</sup>" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D<sup>1</sup>" is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D<sup>1</sup> will be 30; and

"D<sup>2</sup>" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D<sup>1</sup> is greater than 29, in which case D<sup>2</sup> will be 30;

- (vii) if **30E/360** or **Eurobond Basis** is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360x(Y^2 - Y^1)] + [30x(M^2 - M^1)] + (D^2 - D^1)}{360}$$

where:

"Y<sup>1</sup>" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y<sup>2</sup>" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M<sup>1</sup>" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M<sup>2</sup>" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D<sup>1</sup>" is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D<sup>1</sup> will be 30; and

"D<sup>2</sup>" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case D<sup>2</sup> will be 30;

- (viii) if **30E/360 (ISDA)** is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360x(Y^2 - Y^1)] + [30x(M^2 - M^1)] + (D^2 - D^1)}{360}$$

where:

"Y<sup>1</sup>" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y<sup>2</sup>" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M<sup>1</sup>" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M<sup>2</sup>" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D<sup>1</sup>" is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D<sup>1</sup> will be 30; and

"D<sup>2</sup>" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Final Maturity Date or (ii) such number would be 31 and D<sup>2</sup> will be 30.

- (d) **Determination Date** has the meaning given in the applicable Final Terms.
- (e) **Determination Period** means each period from (and including) a Determination Date to (but **excluding**) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date).
- (f) **Fixed Interest Period** means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.
- (g) **Interest Commencement Date** means in the case of interest-bearing Covered Bonds, the date specified in the applicable Final Terms from (and including) which the relevant Covered Bonds will accrue interest.

- (h) **Interest Payment Date** means, in respect of Fixed Rate Covered Bonds, the meaning given in the applicable Final Terms and in respect of Floating Rate Covered Bonds, the meaning given in Condition 4.2, together the Interest Payment Dates.
- (i) **Interest Period** means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.
- (j) **Principal Amount Outstanding** means in respect of a Covered Bond on any day the principal amount of that Covered Bond on the relevant Issue Date thereof less principal amounts received by the relevant Covered Bondholder in respect thereof on or prior to that day provided that the Principal Amount Outstanding in respect of a Covered Bond that has been purchased and cancelled by the Issuer shall be zero.
- (k) If **adjusted** is specified in the applicable Final Terms against the Day Count Fraction, interest in respect of the relevant Interest Period shall be payable in arrear on the relevant Interest Payment Date and calculated from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date, as such Interest Payment Date shall, where applicable, be adjusted in accordance with the Business Day Convention.
- (l) If **not adjusted** is specified in the applicable Final Terms against the Day Count Fraction, interest in respect of the relevant Interest Period shall be payable in arrear on the relevant Interest Payment Date and calculated from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date, but such Interest Payment Dates shall not be adjusted in accordance with any Business Day Convention.
- (m) **sub-unit** means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, euro 0.01.

## 5. Payments

### 5.1 Method of payment

Subject as provided below:

- (i) payments in a Specified Currency other than euro will be made by credit or transfer to an account in the relevant Specified Currency (which, in the case of a payment in Yen to a non-resident of Japan, shall be a non-resident account) maintained by the payee with, or, at the option of the payee, by a cheque in such Specified Currency drawn on, a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively);
- (ii) payments in euro will be made by credit or electronic transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque; and
- (iii) payments in U.S. Dollars will be made by transfer to a U.S. Dollar account maintained by the payee with a bank outside of the United States (which expression, as used in this Condition 5, means the United States of America, including the State and the District of Columbia, its territories, its possessions and other areas subject to its jurisdiction), or by cheque drawn on a United States bank.

In no event will payment in respect of Covered Bonds be made by a cheque mailed to an address in the United States. All payments of interest in respect of Covered Bonds will be made to accounts located outside the United States except as may be permitted by United States tax law in effect at the time of such payment without detriment to the Issuer.

Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment but without prejudice to the provisions of Condition 7 (*Taxation*) and (ii) any withholding or deduction required pursuant to an agreement described in section 1471(b) of the U.S. Internal Revenue Code of 1986 (the “**Code**”) or otherwise imposed pursuant to Section 1471 through 1474 of the Code, any regulation or agreements thereunder, official interpretations thereof, or any law implementing an intergovernmental approach thereto. References to Specified Currency will include any successor currency under applicable law.

## 5.2 Presentation of Definitive Covered Bonds and Coupons

Payments of principal and interest (if any) (other than instalments of principal prior to the final instalment) will (subject as provided below) be made in accordance with Condition 5.1 (*Method of payment*) only against presentation and surrender of Definitive Covered Bonds or Coupons (or, in the case of part payment of any sum due, endorsement of the Definitive Covered Bond (or Coupon)), as the case may be, only at a specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia, its territories, its possessions and other areas subject to its jurisdiction)).

Fixed Rate Covered Bonds in definitive bearer form (other than Long Maturity Covered Bonds) should be presented for payment together with all unmaturing Coupons appertaining thereto (which expression shall include Coupons falling to be issued on exchange of matured Talons), failing which an amount equal to the face value of any missing unmaturing Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmaturing Coupon as the sum so paid bears to the total amount due) will be deducted from the amount due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of ten years after the Relevant Date (as defined in Condition 10 (*Prescription*)) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 10 (*Prescription*)) or, if later, five years from the date on which such Coupon would otherwise have become due but in no event thereafter.

Upon amounts in respect of any Fixed Rate Covered Bond in definitive bearer form becoming due and repayable by the Issuer prior to its Final Maturity Date (or, as the case may be, Extended Final Maturity Date), all unmaturing Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the due date for redemption of any Floating Rate Covered Bond in definitive bearer form, all unmaturing Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof. A **Long Maturity Covered Bond** is a Fixed Rate Covered Bond (other than a Fixed Rate Covered Bond which on issue had a Talon attached) whose nominal amount on issue is less than the aggregate interest payable thereon provided that such Covered Bond shall cease to be a Long Maturity Covered Bond on the Interest Payment Date on which the aggregate amount of interest remaining to be paid after that date is less than the Principal Amount Outstanding of such Covered Bond.

If the due date for redemption of any Definitive Covered Bond is not an Interest Payment Date, interest (if any) accrued in respect of such Covered Bond from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against presentation and surrender of the relevant Definitive Covered Bond.

### 5.3 Payments in respect of Global Covered Bonds

Payments of principal and interest (if any) in respect of Covered Bonds represented by any Global Covered Bond will (subject as provided below) be made in the manner specified above in relation to Definitive Covered Bonds and otherwise in the manner specified in the relevant Global Covered Bond against presentation or surrender, as the case may be, of such Global Covered Bond if the Global Covered Bond is not intended to be issued in new global covered bond (NGCB) form at the specified office of any Paying Agent outside the United States. On the occasion of each payment, (i) in the case of any Global Covered Bond which is not issued in NGCB form, a record of such payment made on such Global Covered Bond, distinguishing between any payment of principal and any payment of interest, will be made on such Global Covered Bond by the Paying Agent and such record shall be prima facie evidence that the payment in question has been made and (ii) in the case of any Global Covered Bond which is issued in NGCB form, the Paying Agent shall instruct Euroclear and Clearstream, Luxembourg to make appropriate entries in their records to reflect such payment.

No payments of principal, interest or other amounts due in respect of a Global Covered Bond will be made by mail to an address in the United States or by transfer to an account maintained in the United States.

### 5.4 General provisions applicable to payments

The bearer of a Global Covered Bond or the Trustee shall be the only person entitled to receive payments in respect of Covered Bonds represented by such Global Covered Bond and the obligations of the Issuer will be discharged by payment to, or to the order of, the holder of such Global Covered Bond (or the Trustee, as the case may be) in respect of each amount so paid. Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the beneficial holder of a particular nominal amount of Covered Bonds represented by such Global Covered Bond must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for his share of each payment so made by the Issuer to, or to the order of, the holder of such Global Covered Bond (or the Trustee, as the case may be). No person other than the holder of the relevant Global Covered Bond (or, as provided in the Trust Deed, the Trustee) shall have any claim against the Issuer in respect of any payments due on that Global Covered Bond.

Notwithstanding the foregoing provisions of this Condition, payments of principal and/or interest in respect of Covered Bonds in U.S. Dollars will only be made at the specified office of a Paying Agent in the United States if:

- (i) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. Dollars at such specified offices outside the United States of the full amount of principal and/or interest on the Covered Bonds in the manner provided above when due;
- (ii) payment of the full amount of such principal and interest at such specified offices outside the United States is illegal or effectively precluded by exchange controls or

other similar restrictions on the full payment or receipt of principal and interest in U.S. Dollars; and

- (iii) such payment is then permitted under United States law without involving, in the opinion of the Issuer adverse tax consequences to the Issuer.

## 5.5 Payment Day

If the date for payment of any amount in respect of any Covered Bond or Coupon is not a Payment Day (as defined below), the holder thereof shall not be entitled to payment of the relevant amount due until the next following Payment Day and shall not be entitled to any interest or other sum in respect of any such delay. In this Condition (unless otherwise specified in the applicable Final Terms), **Payment Day** means any day which (subject to Condition 10 (*Prescription*)) is:

- (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:
  - (A) the relevant place of presentation;
  - (B) London;
  - (C) Athens; and
  - (D) any Additional Business Centre specified in the applicable Final Terms; and
- (ii) either (i) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than the place of presentation, Athens, London and any Additional Business Centre) or as otherwise specified in the applicable Final Terms or (ii) in relation to any sum payable in euro, a day on which the T2 is open.

## 5.6 Interpretation of principal and interest

Any reference in these Conditions to principal in respect of the Covered Bonds shall be deemed to include, as applicable:

- (i) any additional amounts which may be payable with respect to principal under Condition 7 (*Taxation*) or under any undertakings or covenants given in addition thereto, or in substitution therefor, pursuant to the Trust Deed;
- (ii) the Final Redemption Amount (as defined in the Final Terms) (the **Final Redemption Amount**) of the Covered Bonds;
- (iii) the Early Redemption Amount of the Covered Bonds but excluding any amount of interest referred to therein;
- (iv) the Optional Redemption Amount(s) (if any) of the Covered Bonds;
- (v) in relation to Zero Coupon Covered Bonds, the Amortised Face Amount (as defined in Condition 6.5(iii)); and

- (vi) any premium and any other amounts (other than interest) which may be payable under or in respect of the Covered Bonds.

Any reference in these Conditions to interest in respect of the Covered Bonds shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 7 (*Taxation*) or under any undertakings given in addition thereto, or in substitution therefor, pursuant to the Trust Deed.

## 5.7 Redenomination

Where redenomination is specified in the applicable Final Terms as being applicable, the Issuer may, without the consent of the Covered Bondholders and the Couponholders, on giving prior written notice to the Trustee and the Agents, Euroclear and Clearstream, Luxembourg and at least 30 days' prior notice to the Covered Bondholders in accordance with Condition 16 (*Notices*), elect that, with effect from the Redenomination Date specified in the notice, the Covered Bonds shall be redenominated in euro. In relation to any Covered Bonds where the applicable Final Terms provides for a minimum Specified Denomination in the Specified Currency which is equivalent to at least €100,000 and which are admitted to trading on a regulated market in the European Economic Area, it shall be a term of any such redenomination that the holder of any Covered Bonds held through Euroclear and/or Clearstream, Luxembourg must have credited to its securities account with the relevant clearing system a minimum balance of Covered Bonds of at least €100,000.

The election will have effect as follows:

- (i) the Covered Bonds shall be deemed to be redenominated in euro in the denomination of euro 0.01 with a nominal amount for the Covered Bond equal to the nominal amount of that Covered Bond in the Specified Currency, converted into euro at the Established Rate, provided that, if the Issuer determines, in consultation with the Agents that the then market practice in respect of the redenomination in euro of internationally offered securities is different from the provisions specified above, such provisions shall be deemed to be amended so as to comply with such market practice and the Issuer shall promptly notify the Covered Bondholders, the competent listing authority, stock exchange and/or market (if any) on or by which the Covered Bonds may be listed and/or admitted to trading and the Paying Agents of such deemed amendments;
- (ii) save to the extent that an Exchange Notice has been given in accordance with paragraph (iv) below, the amount of interest due in respect of the Covered Bonds will be calculated by reference to the aggregate nominal amount of Covered Bonds presented (or, as the case may be, in respect of which Coupons are presented) for payment by the relevant holder and the amount of such payment shall be rounded down to the nearest euro 0.01;
- (iii) if Definitive Covered Bonds are required to be issued after the Redenomination Date, they shall be issued at the expense of the Issuer in the denominations of €100,000 and/or such higher amounts as the Agents may determine and notify to the Covered Bondholders and any remaining amounts less than €100,000 shall be redeemed by the Issuer and paid to the Covered Bondholders in euro in accordance with Condition 7 (*Taxation*);
- (iv) if issued prior to the Redenomination Date, all unmatured Coupons denominated in the Specified Currency (whether or not attached to the Covered Bonds) will become void with effect from the date on which the Issuer gives notice (the **Exchange**

**Notice)** that replacement euro-denominated Covered Bonds and Coupons are available for exchange (provided that such securities are so available) and no payments will be made in respect of them. The payment obligations contained in any Covered Bonds and Coupons so issued will also become void on that date although those Covered Bonds and Coupons will continue to constitute valid exchange obligations of the Issuer. New euro-denominated Covered Bonds and Coupons will be issued in exchange for Covered Bonds and Coupons denominated in the Specified Currency in such manner as the Agents may specify and as shall be notified to the Covered Bondholders in the Exchange Notice. No Exchange Notice may be given less than 15 days prior to any date for payment of principal or interest on the Covered Bonds;

- (v) after the Redenomination Date, all payments in respect of the Covered Bonds and the Coupons, other than payments of interest in respect of periods commencing before the Redenomination Date, will be made solely in euro as though references in the Covered Bonds to the Specified Currency were to euro. Payments will be made in euro by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque;
- (vi) if the Covered Bonds are Fixed Rate Covered Bonds and interest for any period ending on or after the Redenomination Date is required to be calculated for a period ending other than on an Interest Payment Date, it will be calculated by applying the Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention;
- (vii) (if the Covered Bonds are Floating Rate Covered Bonds, the applicable Final Terms will specify any relevant changes to the provisions relating to interest; and
- (viii) such other changes shall be made to this Condition (and the Transaction Documents) as the Issuer may decide, after consultation with the Agents and as may be specified in the notice, to conform it to conventions then applicable to instruments denominated in euro.

## 5.8 Definitions

In these Conditions, the following expressions have the following meanings:

**Accrual Yield** has, in relation to a Zero Coupon Covered Bond, the meaning given in the applicable Final Terms.

**Calculation Amount** has the meaning given in the applicable Final Terms.

**Earliest Maturing Covered Bonds** means, at any time, the Series of the Covered Bonds (other than any Series which is fully collateralised by amounts standing to the credit of the Transaction Account) that has or have the earliest Final Maturity Date as specified in the applicable Final Terms (ignoring any acceleration of amounts due under the Covered Bonds prior to a Cover Pool Event of Default).

**Early Redemption Amount** means the amount calculated in accordance with Condition 6.5 (*Early Redemption Amounts*).

**Established Rate** means the rate for the conversion (if any) of the relevant Specified Currency (including compliance with rules relating to roundings in accordance with applicable European Community regulations) into euro established by the Council of the European Union pursuant to Article 123 of the Treaty.

**euro** means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty.

**Extraordinary Resolution** means a resolution of the Covered Bondholders passed as such under the terms of the Trust Deed.

**Minimum Rate of Interest** means in respect of Floating Rate Covered Bonds, the percentage rate per annum (if any) specified in the applicable Final Terms.

**Notice of Default** has the meaning given to it in Condition 9 (*Cover Pool Events of Default and Enforcement*).

**Optional Redemption Amount** has the meaning (if any) given in the applicable Final Terms.

**Potential Cover Pool Event of Default** means any condition, event or act which, with the lapse of time and/or the issue, making or giving of any notice, certification, declaration, demand, determination and/or request and/or the taking of any similar action and/or the fulfilment of any similar condition, would constitute a Cover Pool Event of Default.

**Rate of Interest** means the rate of interest payable from time to time in respect of Fixed Rate Covered Bonds, Floating Rate Covered Bonds, as determined in, or as determined in the manner specified in, the applicable Final Terms.

**Redenomination Date** means (in the case of interest bearing Covered Bonds) any date for payment of interest under the Covered Bonds or (in the case of Zero Coupon Covered Bonds) any date, in each case specified by the Issuer in the notice given to the Covered Bondholders pursuant to Condition 5.7 (*Redenomination*) above and which falls on or after the date on which the country of the relevant Specified Currency first participates in the third stage of European economic and monetary union.

**Reference Price** has, in respect of a Zero Coupon Covered Bond, the meaning given in the applicable Final Terms.

**Screen Rate Determination** means, if specified as applicable in the applicable Final Terms, the manner in which the Rate of Interest on Floating Rate Covered Bonds is to be determined in accordance with Condition 4.2(b)(ii).

**Secured Creditors** means the Covered Bondholders, the Couponholders, the Trustee, any Receiver, the Asset Monitor, the Account Bank, the Agents, the Servicer, the Hedging Counterparties and any other creditor of the Issuer pursuant to any Transaction Document entered into in the course of the Programme having recourse to the Cover Pool (provided that where NBG performs any of the above roles, NBG will not be a Secured Creditor).

**Treaty** means the Treaty establishing the European Community, as amended.

## 6. Redemption and Purchase

### 6.1 (a) Final redemption

- (i) Unless previously redeemed in full or purchased and cancelled as specified below, each Covered Bond will be redeemed by the Issuer at its Final Redemption Amount specified in, or determined in the manner specified in, the applicable Final Terms in the relevant Specified Currency on the Final Maturity Date.

### (b) Extension of maturity

- (i) Without prejudice to Condition 8 (*Issuer Events*) and Condition 9 (*Cover Pool Events of Default and Enforcement*), if the Issuer has failed to pay the Final Redemption Amount in respect of a Series of Covered Bonds on the applicable Final Maturity Date specified in the Final Terms, then (subject as provided below) payment of any unpaid Final Redemption Amount by the Issuer shall be automatically deferred until the Extended Final Maturity Date and the relevant Series of Covered Bonds shall become Pass-Through Covered Bonds, provided that any amount representing the Final Redemption Amount due and remaining unpaid on such Series of Pass-Through Covered Bonds after the Final Maturity Date shall be paid by the Issuer on any Interest Payment Date occurring thereafter up to (and including) the relevant Extended Final Maturity Date.
- (ii) The Issuer shall confirm to the Rating Agencies, any relevant Hedging Counterparty, the Trustee and the Principal Paying Agent as soon as reasonably practicable and in any event at least four Athens Business Days prior to the Final Maturity Date of any inability of the Issuer to pay in full the Final Redemption Amount in respect of a Series of Covered Bonds on the Final Maturity Date. Any failure by the Issuer to notify such parties shall not affect the validity or effectiveness of the extension nor give rise to any rights in any such party.
- (iii) Following the occurrence of an Issuer Event and breach of the Amortisation Test all Series of Covered Bonds become Pass-Through Covered Bonds and the Issuer shall redeem all Series of Covered Bonds on each Interest Payment Date, in accordance with and subject to the relevant Priority of Payments.
- (iv) Failure to pay by the Issuer of the Final Redemption Amount on any Series of Covered Bonds on the Final Maturity Date shall not constitute a Cover Pool Event of Default for the purposes of Condition 9.1(a) (but, for the avoidance of doubt, such failure to pay shall be deemed to be a payment default and, accordingly, constitute an Issuer Event).
- (v) Pursuant to Article 19(1)(e) of the Covered Bond Law, in the event of the insolvency or resolution of the Issuer, the extension of the Final Maturity Date under this Condition 6.1(b) shall not affect the ranking of Covered Bond investors or amend the sequencing of the Covered Bonds original maturity schedule.
- (vi) Pursuant to Article 19(1)(f) of the Covered Bond Law, the extension of the Final Maturity Date under this Condition 6.1(b) shall not change the structural features of the Covered Bonds regarding dual recourse as referred to in Article 6 of the Covered Bond Law and bankruptcy remoteness as referred to in Article 7 of the Covered Bond Law.

## 6.2 Redemption for taxation reasons

The Covered Bonds may be redeemed at the option of the Issuer in whole, but not in part, at any time (if the relevant Covered Bond is not a Floating Rate Covered Bond) or on any Interest Payment Date (if the relevant Covered Bond is a Floating Rate Covered Bond), on giving not less than 30 nor more than 60 days' notice to the Trustee and, in accordance with Condition 16 (*Notices*), the Covered Bondholders (which notice shall be irrevocable), if the Issuer satisfies the Trustee immediately before the giving of such notice that on the occasion of the next date for payment of interest on the relevant Covered Bonds, the Issuer is or would be required to pay additional amounts as provided or referred to in Condition 7 (*Taxation*). Covered Bonds redeemed pursuant to this Condition 6.2 (*Redemption for taxation reasons*) will be redeemed at their Early Redemption Amount referred to in Condition 6.5 (*Early Redemption Amounts*) together (if appropriate) with interest accrued to (but excluding) the date of redemption.

## 6.3 Redemption at the option of the Issuer (Issuer Call)

If an issuer call is specified in the applicable Final Terms (**Issuer Call**), the Issuer may, having given:

- (i) not less than 15 nor more than 30 days' notice to the Covered Bondholders and the Trustee in accordance with Condition 16 (*Notices*) below with a copy of such notice to be provided to the Trustee; and
- (ii) not less than 15 days before the giving of the notice referred to in (i), notice to the Principal Paying Agent;

which notice shall be irrevocable and shall specify the date fixed for redemption (the **Optional Redemption Date**), redeem all or some only of the Covered Bonds then outstanding on any Optional Redemption Date and at the **Optional Redemption Amount(s)** specified in, or determined in the manner specified in, the applicable Final Terms together, if applicable, with interest accrued to (but excluding) the relevant Optional Redemption Date. Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount (if any) as specified in the applicable Final Terms. In the case of a partial redemption of Covered Bonds, the Covered Bonds to be redeemed (the **Redeemed Covered Bonds**) will be selected individually by lot, in the case of Redeemed Covered Bonds represented by Definitive Covered Bonds, and in accordance with the rules of Euroclear and/or Clearstream, Luxembourg, (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion) in the case of Redeemed Covered Bonds represented by a Global Covered Bond, in each case, not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the **Selection Date**). In the case of Redeemed Covered Bonds represented by Definitive Covered Bonds, a list of the serial numbers of such Redeemed Covered Bonds will be published in accordance with Condition 16 (*Notices*) not less than 15 days (or such shorter period as may be specified in the applicable Final Terms) prior to the date fixed for redemption. The aggregate nominal amount of Redeemed Covered Bonds represented by Definitive Covered Bonds or represented by Global Covered Bonds shall, in each case, bear the same proportion to the aggregate nominal amount of all Redeemed Covered Bonds as the aggregate nominal amount of Definitive Covered Bonds or Global Covered Bonds outstanding bears, in each case, to the aggregate nominal amount of the Covered Bonds outstanding on the Selection Date, provided that such nominal amounts shall, if necessary, be rounded downwards to the nearest integral multiple of the Specified Denomination. No exchange of the relevant Global Covered Bond will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for

redemption pursuant to this Condition 6.3 and notice to that effect shall be given by the Issuer to the Covered Bondholders in accordance with Condition 16(*Notices*) at least five days (or such shorter period as is specified in the applicable Final Terms) prior to the Selection Date.

#### 6.4 Redemption at the option of the Covered Bondholders (Investor Put)

- (i) If an investor put is specified in the Final Terms (the **Investor Put**), then if and to the extent specified in the applicable Final Terms, upon the holder of this Covered Bond giving to the Issuer not less than 30 nor more than 60 days' (or such other notice period specified in the applicable Final Terms) notice (which notice shall be irrevocable), the Issuer will, upon the expiry of such notice, redeem subject to, and in accordance with, the terms specified in the applicable Final Terms, such Covered Bond on the Optional Redemption Date and at the relevant Optional Redemption Amount as specified in, or determined in the manner specified in, the applicable Final Terms, together, if applicable, with interest accrued to (but excluding) the relevant Optional Redemption Date.
- (ii) If this Covered Bond is in definitive form, to exercise the right to require redemption of this Covered Bond, the holder of this Covered Bond must deliver such Covered Bond, on any Business Day (as defined in Condition 4.5) falling within the above-mentioned notice period at the specified office of any Paying Agent, accompanied by a duly signed and completed notice of exercise of the Investor Put in the form (for the time being current) obtainable from any specified office of any Paying Agent (a **Put Notice**) and in which the holder must specify a bank account (or, if payment is by cheque, an address) to which payment is to be made under this Condition 6.4.
- (iii) Any Put Notice given by a Covered Bondholder of any Covered Bond pursuant to this Condition shall be irrevocable.

It may be that before an Investor Put can be exercised, certain conditions and/or circumstances will need to be satisfied. Where relevant, the provisions will be set out in the applicable Final Terms.

#### 6.5 Early Redemption Amounts

For the purpose of Condition 6.1 (*Final redemption*), Condition 6.2 (*Redemption for taxation reasons*) and Condition 9 (*Cover Pool Events of Default and Enforcement*), each Covered Bond will be redeemed at the Early Redemption Amount calculated as follows:

- (i) in the case of a Covered Bond with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof;
- (ii) in the case of a Covered Bond other than a Zero Coupon Covered Bond, with a Final Redemption Amount which is or may be less or greater than the Issuer Price or which is payable in a Specified Currency other than that in which the Covered Bond is denominated, at the amount specified in, or determined in the manner specified in, the applicable Final Terms or, if no such amount or manner is so specified in the applicable Final Terms, at its Principal Amount Outstanding, together with interest accrued to (but excluding) the date fixed for redemption; and
- (iii) in the case of a Zero Coupon Covered Bond, at an amount (the **Amortised Face Amount**) equal to the sum of:
  - (A) the Reference Price; and

- (B) the product of the Accrual Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date of the first Tranche of the Covered Bonds to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Covered Bond becomes due and repayable.

Where such calculation in paragraph (ii) above is to be made for a period which is not a whole number of years, it shall be made (A) in the case of a Zero Coupon Covered Bond payable in a Specified Currency other than euro, on the basis of a 360-day year consisting of 12 months of 30 days each, or (B) in the case of a Zero Coupon Covered Bond payable in euro, on the basis of the actual number of days elapsed divided by 365 (or, if any of the days elapsed falls in a leap year, the sum of (x) the number of those days falling in a leap year divided by 366 and (y) the number of those days falling in a non-leap year divided by 365) or (C) on such other calculation basis as may be specified in the applicable Final Terms.

#### 6.6 Purchases

The Issuer or any subsidiary of the Issuer may at any time purchase or otherwise acquire Covered Bonds (provided that, in the case of Definitive Covered Bonds, all unmatured Coupons and Talons appertaining thereto are attached thereto or surrendered therewith) at any price in the open market either by tender or private agreement or otherwise. If purchases are made by tender, tenders must be available to all Covered Bondholders alike. Such Covered Bonds may be held, reissued, resold or, at the option of the Issuer or the relevant subsidiary, surrendered to any Paying Agent for cancellation.

#### 6.7 Cancellation

All Covered Bonds which are redeemed will forthwith be cancelled (together with, in the case of Definitive Covered Bonds, all unmatured Coupons and Talons attached thereto or surrendered therewith at the time of redemption). All Covered Bonds so cancelled and any Covered Bonds purchased and surrendered for cancellation pursuant to Condition 6.6 (*Purchases*) and cancelled (together with, in the case of Definitive Covered Bonds, all unmatured Coupons and Talons cancelled therewith) shall be forwarded to the Principal Paying Agent and cannot be reissued or resold.

#### 6.8 Late Payment

If any amount payable in respect of any Covered Bond is improperly withheld or refused upon its becoming due and repayable or is paid after its due date, the amount due and repayable in respect of such Covered Bond (the **Late Payment**) shall itself accrue interest (both before and after any judgment or other order of a court of competent jurisdiction) from (and including) the date on which such payment was improperly withheld or refused or, as the case may be, became due, to (but excluding) the Late Payment Date in accordance with the following provisions:

- (i) in the case of a Covered Bond other than a Zero Coupon Covered Bond at the rate determined in accordance with Condition 4.1 (*Interest on Fixed Rate Covered Bonds*) or 4.2 (*Floating Rate Covered Bond Provisions*), as the case may be; and
- (ii) in the case of a Zero Coupon Covered Bond, at a rate equal to the Accrual Yield,

in each case on the basis of the Day Count Fraction specified in the applicable Final Terms or, if none is specified, on a 30/360 basis.

For the purpose of this Condition 6.8, the Late Payment Date shall mean the earlier of:

- (i) the date which the Principal Paying Agent determines to be the date on which, upon further presentation of the relevant Covered Bond, payment of the full amount (including interest as aforesaid) in the relevant currency in respect of such Covered Bond is to be made; and
- (ii) the seventh day after notice is given to the relevant Covered Bondholder (whether individually or in accordance with Condition 16 (*Notices*)) that the full amount (including interest as aforesaid) in the relevant currency in respect of such Covered Bond is available for payment,

provided that in the case of both (i) and (ii), upon further presentation thereof being duly made, such payment is made.

## 6.9 Portfolio Manager

If within one calendar month of the First Refinance Date or, if applicable, within one calendar month of the further Refinance Date (if applicable), the Servicer has not completed the appointment of a Portfolio Manager in accordance with the Servicing and Cash Management Deed and provided that no Portfolio Manager has already been appointed in respect of another Series of Covered Bonds where that appointment is continuing, then following notice from the Servicer (pursuant to Clause 6.4(d) of the Servicing and Cash Management Deed) that no Portfolio Manager has been appointed (the “**Servicer’s Notice**”), Covered Bondholders holding not less than one-tenth of the aggregate Principal Amount outstanding of all Series of Covered Bonds may within 10 Athens Business Days of receipt of a Servicer’s Notice, nominate a Portfolio Manager in writing (such nomination to contain evidence to the reasonable satisfaction of the Trustee to verify the relevant Covered Bondholder’s holdings (which could include a screenshot of the Covered Bondholder’s holdings) to the Trustee and Servicer for appointment by the Servicer. The Trustee shall notify the Covered Bondholders of each nomination it receives within five Athens Business Days of receipt. Following receipt of that notice and provided that no Portfolio Manager has already been appointed in respect of another Series of Covered Bonds, Covered Bondholders holding more than 50 per cent. of the aggregate Principal Amount outstanding of a Series of Covered Bonds may jointly within three Athens Business Days of receipt of a notice of a Portfolio Manager nomination from the Trustee object to that nomination provided that the objection is made in writing to the Trustee and Servicer and includes a nomination of an alternative Portfolio Manager to the Trustee and Servicer for appointment by the Servicer. The Trustee shall notify the Covered Bondholders of each alternative nomination it receives within five Athens Business Days of receipt. Provided that no Portfolio Manager has already been appointed in respect of another Series of Covered Bonds (and provided that appointment is continuing) the Servicer shall appoint the Portfolio Manager nominated in the most recent Portfolio Manager nomination received from Covered Bondholders holding not less than one-tenth of the aggregate Principal Amount outstanding of all Series of Covered Bonds and to which no objection has been received in accordance with this Condition 6.9 or, should any such objection be received, the Portfolio Manager nominated from more than 50 per cent. of the aggregate Principal Amount outstanding of a Series of Covered Bonds. For the purposes of this Condition, if Covered Bonds of any Series are held by or on behalf of the Issuer or any of its Subsidiaries as beneficial owner, then those Covered Bonds shall be deemed not to remain outstanding for the purposes of voting under this Condition, except if the Issuer or any of its Subsidiaries hold all outstanding Covered Bonds under the Programme. For the avoidance of doubt, the Trustee shall not be obliged to appoint a Portfolio Manager should the Servicer fail to do so (and shall have no liability for such failure) and shall not be responsible for determining the identity of

the Portfolio Manager to be appointed by the Servicer following a nomination or determining or approving the terms of appointment of a Portfolio Manager.

## 7. Taxation

- (a) All payments (if any) of principal and interest in respect of the Covered Bonds and the Coupons (if any) by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by the Hellenic Republic or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. Neither the Issuer, nor any other entity shall be obliged to pay any additional amount to any Covered Bondholder on account of such withholding or deduction.
- (b) If the Issuer becomes subject at any time to any taxing jurisdiction other than the Hellenic Republic, references in the Conditions to the Hellenic Republic shall be construed as references to the Hellenic Republic and/or such other jurisdiction.

## 8. Issuer Events

Prior to, or concurrent with the occurrence of a Cover Pool Event of Default, if any of the following events (each, an **Issuer Event**) occurs and is continuing:

- (i) an Issuer Insolvency Event (as defined below) (except, for the avoidance of doubt, that the occurrence of any event specified under paragraph (f) of such definition shall not give rise to an Issuer Event);
- (ii) the Issuer fails to pay any principal or interest in respect of any Series of Covered Bonds within a period of seven Athens Business Days from the due date thereof;
- (iii) the Issuer fails to pay the Final Redemption Amount in respect of any Series of Covered Bonds on the Final Maturity Date (notwithstanding that the relevant Series of Covered Bonds has an Extended Final Maturity Date);
- (iv) default is made by the Issuer in the performance or observance of any obligation, condition or provision binding on it (other than any obligation for the payment of amounts due under the Covered Bonds or Coupons of any Series) under the Trust Deed, the Deed of Charge or any other Transaction Document to which the Issuer is a party which, in the opinion of the Trustee would have a materially prejudicial effect on the interests of the Covered Bondholders of any Series and (except where such default is or the effects of such default are, in the opinion of the Trustee, not capable of remedy when no such continuation and notice as is hereinafter mentioned will be required) such default continues for 30 days (or such longer period as the Trustee may permit) after written notice has been given by the Trustee to the Issuer requiring the default to be remedied;
- (v) any present or future Indebtedness in respect of moneys borrowed or raised in an amount of €10,000,000 or more (other than Indebtedness under this Programme) of the Issuer becomes due and payable prior to the stated maturity thereof as extended by any grace period originally applicable thereto; or if any present or future guarantee of, or indemnity given by the Issuer in respect of such Indebtedness is not honoured when called upon or within any grace period originally applicable thereto; or

- (vi) if there is a breach of a Statutory Test on an Applicable Calculation Date and such breach is not remedied within two Athens Business Days,

then (i) no further Covered Bonds will be issued, (ii) the Servicer will procure that any and all payments due under the Cover Pool Assets effected on the Collection Account are transferred henceforth directly to the Transaction Account pursuant to the provisions of the Servicing and Cash Management Deed, (iii) all collections of principal and interest on the Cover Pool Assets will be dedicated exclusively to the payment of interest and repayment of principal on the Covered Bonds and to the fulfilment of the obligations of the Issuer vis-à-vis the Secured Creditors in accordance with the Post-Issuer Event Priority of Payments and (iv) if NBG is the Servicer, its appointment as Servicer will be terminated and a new servicer will be appointed pursuant to the terms of the Servicing and Cash Management Deed and the Secondary Covered Bond Legislation.

**Issuer Insolvency Event** means, in respect of NBG:

- a) NBG stops payment of part or all of its debts;
- b) NBG having resolved to enter into voluntary liquidation, other than in respect of reconstruction, merger or amalgamation as approved in writing by the Trustee or by an Extraordinary Resolution of the Covered Bondholders or which has been effected in compliance with Condition 17 (Substitution of the Issuer);
- c) NBG admits in writing its inability to pay or meet its debts;
- d) NBG is forced to enter into liquidation pursuant to Greek law, other than in respect of reconstruction, merger or amalgamation as approved in writing by the Trustee or by an Extraordinary Resolution of the Covered Bondholders or which has been effected in compliance with Condition 17 (Substitution of the Issuer);
- e) a receiver, trustee or other similar official is appointed in relation to the Issuer or in relation to all or a substantial part of the assets of the Issuer, or an interim supervisor of the Issuer is appointed or an encumbrancer takes possession of all or a substantial part of the assets of the Issuer, or a distress or execution or other process is levied or enforced upon or sued out against the whole or a substantial part of the assets of the Issuer and in any of the foregoing cases such event is not discharged within 60 days of the occurrence;
- f) notification by the Bank of Greece that the conditions of article 32 of the BRR Law apply or the imposition on the Issuer of resolution measures in accordance with article 37ff of the BRR Law;
- g) a supervisor (*Epitropos*) of the Issuer is appointed in accordance with article 137 of Greek Banking Legislation or the Issuer is placed in liquidation in accordance with article 145 of the Greek Banking Legislation; or
- h) any action or step is taken which has a similar effect to the foregoing.

## 9. Cover Pool Events of Default and Enforcement

### 9.1 Cover Pool Events of Default

If, following an Issuer Event, any of the following events occurs, and is continuing:

- (a) on the Extended Final Maturity Date in respect of any Series of Pass-Through Covered Bonds there is a failure to pay any amount of principal due on such Pass-Through Covered Bonds on such date and such default is not remedied within a period of seven Athens Business Days from the due date thereof; or
- (b) on any Interest Payment Date, a default in the payment of the amount of interest due on any Series of Pass-Through Covered Bonds and any other Series of Covered Bonds occurs and such default is not remedied within a period of 14 Athens Business Days from the due date thereof;

then the Trustee shall, upon receiving notice from the Principal Paying Agent or, in respect of (c) the Servicer, of such Cover Pool Event of Default, serve a notice (a **Notice of Default**) on the Issuer.

Following the service of a Notice of Default, the Covered Bonds of each Series shall become immediately due and payable.

### 9.2 Enforcement

The Trustee may at any time, at its discretion and without further notice, take such proceedings against the Issuer and/or any other person as it may think fit to enforce the provisions of the Deed of Charge, the Trust Deed, the Covered Bonds or any other Transaction Document in accordance with its terms and the pledge created under the Greek Covered Bond Legislation and may, at any time after the Security has become enforceable, take such proceedings or steps as it may think fit to enforce the Security, but it shall not be bound to take any such proceedings or steps unless (i) it shall have been so directed by an Extraordinary Resolution of all the Covered Bondholders of all Series (with the Covered Bonds of all Series taken together as a single Series and (if applicable) converted into Euro at either the relevant Covered Bond Swap Rate (if applicable) or the Established Rate) or a request in writing by the holders of not less than 25 per cent. of the aggregate Principal Amount Outstanding of the Covered Bonds of all Series then outstanding (taken together as a single Series and converted into Euro at either the relevant Covered Bond Swap Rate (if applicable) or the Established Rate), and (ii) it shall have been indemnified and/or secured and/or pre-funded to its satisfaction.

In exercising any of its powers, trusts, authorities and discretions under this Condition 9.2 the Trustee shall only have regard to the general interests of the Covered Bondholders of all Series taken together and shall not have regard to the interests of any other Secured Creditors.

No Covered Bondholder or Couponholder shall be entitled to proceed directly against the Issuer, the Guarantor or to take any action with respect to the Trust Deed, any other Transaction Document, the Covered Bonds, the Coupons, or the Security unless the Trustee, having become bound so to proceed, fails so to do within a reasonable period and such failure shall be continuing.

## 10. Prescription

Claims against the Issuer for payment of principal and interest in respect of the Covered Bonds will be prescribed and become void unless made, in the case of principal, within ten years or, in the case of interest, five years after the Relevant Date.

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for paying in respect of which would be void pursuant to this Condition 10 or Condition 5 (*Payments*).

As used herein, the **Relevant Date** means the date on which payment in respect of the Covered Bond or Coupon first becomes due and payable but, if the full amount of the moneys payable on such date has not been received by the Principal Paying Agent on or prior to such date, the Relevant Date shall be the date on which such moneys shall have been so received and notice to that effect has been given to Covered Bondholders in accordance with Condition 16 (*Notices*).

## 11. Replacement of Covered Bonds, Coupons and Talons

If any Covered Bond, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Principal Paying Agent (and, if the Covered Bonds are then listed on any stock exchange which requires the appointment of an Agent in any particular place, the Paying Agent having its specified office in the place required by such stock exchange), subject to all applicable laws and stock exchange requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer may reasonably require. Mutilated or defaced Covered Bonds, Talons or Coupons must be surrendered before replacements will be issued.

## 12. Exchange of Talons

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Principal Paying Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Covered Bond to which it appertains) a further Talon, subject to the provisions of Condition 10 (*Prescription*). Each Talon shall, for the purposes of these Conditions, be deemed to mature on the Interest Payment Date on which the final Coupon comprised in the relevant Coupon sheet matures.

## 13. Trustee and Agents

- (a) In acting under the Agency Agreement and in connection with the Covered Bonds and the Coupons, the Agents act solely as agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for or with any of the Covered Bondholders or Couponholders.
- (b) The initial Agents and their initial specified offices are set forth in the Base Prospectus and in the Master Definitions and Construction Schedule. The initial Calculation Agent (if any) is specified in the relevant Final Terms. The Issuer reserves the right at any time to vary or terminate the appointment of any Agent and to appoint a successor Principal Paying Agent or Calculation Agent and additional or successor paying agents *provided, however, that:*

- (i) so long as the Covered Bonds are listed on any stock exchange or admitted to listing by any other relevant authority there will at all times be a Paying Agent (which may be the Principal Paying Agent), in the case of Covered Bonds, with a specified office in such place as may be required by the rules and regulations of such stock exchange or other relevant authority;
- (ii) if a Calculation Agent is specified in the relevant Final Terms, the Issuer (or following the occurrence of an Issuer Event, the Servicer) shall at all times maintain a Calculation Agent;
- (iii) if and for so long as the Covered Bonds are listed on any stock exchange which requires the appointment of an Agent in any particular place, the Issuer (or following the occurrence of an Issuer Event, the Servicer) shall maintain an Agent having its specified office in the place required by such stock exchange; and
- (iv) the Issuer (or following the occurrence of an Issuer Event, the Servicer) shall at all times maintain a paying agent in a Member State that will not be obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC implementing or complying with, or introduced in order to conform to, such Directive.

Notice of any change in any of the Agents or in their specified offices shall promptly be given to the Covered Bondholders in accordance with Condition 16 (*Notices*).

- (c) Under the Trust Deed and the Deed of Charge, the Trustee is entitled to be indemnified and/or secured and/or pre-funded to its satisfaction and relieved from responsibility in certain circumstances and to be paid its remuneration, costs and expenses in priority to the claims of the Covered Bondholders and the other Secured Creditors.

#### **14. Meetings of Covered Bondholders, Modification and Waiver**

- (a) *Meetings of Covered Bondholders:* The Trust Deed contains provisions for convening meetings of Covered Bondholders of each Series to consider matters relating to the Covered Bonds, including the modification of any provision of these Conditions. Any such modification may be made if sanctioned by an Extraordinary Resolution of the Covered Bondholders of the relevant Series. Such a meeting may be convened by the Issuer or the Trustee and shall be convened by the Issuer upon the request in writing signed by Covered Bondholders holding not less than one-tenth of the aggregate principal amount of the outstanding Covered Bonds of the relevant Series. The quorum at any meeting convened to vote on an Extraordinary Resolution will be two or more persons holding or representing one more than half of the aggregate principal amount of the outstanding Covered Bonds of the relevant Series or, at any adjourned meeting, two or more persons being or representing Covered Bondholders of the relevant Series whatever the principal amount of the Covered Bonds of such Series held or represented; *provided, however, that* certain Series Reserved Matters, described in the Trust Deed, may only be sanctioned by an Extraordinary Resolution passed at a meeting of Covered Bondholders of the relevant Series at which two or more persons holding or representing one more than half or, at any adjourned meeting, one-quarter of the aggregate principal amount of the outstanding Covered Bonds of the relevant Series form a quorum. Any Extraordinary Resolution duly passed at any such meeting shall be binding on all the Covered Bondholders and Couponholders of the relevant Series, whether present or not.

Notwithstanding the provisions of the immediately preceding paragraph, any Extraordinary Resolution to direct the Trustee to take any enforcement action pursuant to Condition 9.2 (*Enforcement*) (each a **Programme Resolution**) shall only be capable of being passed at a

single meeting of the holders of the Covered Bonds of all Series then outstanding. Any such meeting to consider a Programme Resolution may be convened by the Issuer or the Trustee or by Covered Bondholders holding at least 25.0% of the aggregate Principal Amount Outstanding of the Covered Bonds of all Series then outstanding. The quorum at any such meeting for passing a Programme Resolution is one or more persons holding or representing at least a clear majority of the aggregate Principal Amount Outstanding of the Covered Bonds of all Series for the time being outstanding, or at any adjourned such meeting one or more persons holding or representing Covered Bonds whatever the nominal amount of the Covered Bonds of all Series then outstanding. A Programme Resolution passed at any meeting of the Covered Bondholders of all Series shall be binding on all Covered Bondholders of all Series, whether or not they are present at the meeting and Couponholders in respect of such Covered Bonds.

The right of the Issuer to (i) attend and vote at any meeting of the holders of Covered Bond of any Series or (ii) sign a resolution in writing according to paragraph 19 of **Schedule 3** (*Provisions for Meetings of Covered Bondholders*) shall be excluded in accordance with the definition of “outstanding” in the Master Definitions and Construction Schedule.

In connection with any meeting of the holders of Covered Bonds of more than one Series where such Covered Bonds are not denominated in Euro, the nominal amount of the Covered Bonds of any Series not denominated in Euro shall be converted into Euro at the relevant Covered Bond Swap Rate.

In addition, a resolution in writing signed by or on behalf of Covered Bondholders of not less than three-fourths in aggregate Principal Amount Outstanding of the relevant Series of Covered Bonds who for the time being are entitled to receive notice of a meeting of that Series of Covered Bondholders will take effect as if it were an Extraordinary Resolution. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Covered Bondholders.

- (b) *Rating Agency Confirmation and Notification:* Any such modification referred to in paragraph (a) above may only be effected provided that each of the Rating Agencies then rating any Covered Bonds has been notified.
- (c) *Modification:* The Trustee may, without the consent or sanction of any of the Covered Bondholders, and/or the Couponholders of any Series or the consent of the other Secured Creditors (other than the Swap Providers in respect of modification to the Post-Issuer Event Priority of Payments, the Post-Cover Pool Event of Default Priority of Payments, these Conditions, the Individual Eligibility Criteria or the Servicing and Cash Management Deed) at any time and from time to time concur with the Issuer and any other party, to:
  - (i) any modification (other than in respect of a Series Reserved Matter) of the terms and conditions applying to the Covered Bonds of one or more Series (including these Conditions), the related Coupons or any Transaction Document provided that in the sole opinion of the Trustee such modification is not materially prejudicial to the interests of any of the Covered Bondholders of such Series, or
  - (ii) any modification of the terms and conditions applying to Covered Bonds of any one or more Series (including these Conditions), the related Coupons or any Transaction Document which is in the sole opinion of the Trustee of a formal, minor or technical nature or is to correct a manifest error,

and Moody’s (to the extent it is rating any Covered Bonds at that time) has confirmed to the Issuer that such amendment, modification or variation will not adversely affect the then

current ratings of the Covered Bonds (and in the case of any other Rating Agency (to the extent it is rating any Covered Bonds at that time), such Rating Agency has been notified of such modification).

**Series Reserved Matter** in relation to Covered Bonds of a Series means:

- (i) reduction or cancellation of the amount payable or, where applicable, modification of the method of calculating the amount payable or modification of the date of payment or, where applicable, modification of the method of calculating the date of payment in respect of any principal or interest in respect of the Covered Bonds other than in accordance with the terms thereof;
- (ii) alteration of the currency in which payments under the Covered Bonds and Coupons are to be made other than in accordance with Condition 5.7;
- (iii) alteration of the majority required to pass an Extraordinary Resolution;
- (iv) the sanctioning of any such scheme or proposal for the exchange or sale of the Covered Bonds for or the conversion of the Covered Bonds into, or the cancellation of the Covered Bonds in consideration of, shares, stock, covered bonds, bonds, debentures, debenture stock and/or other obligations and/or securities of the Issuer or any other company formed or to be formed, or for or into or in consideration of cash, or partly for or into or in consideration of such shares, stock, bonds, covered bonds, debentures, debenture stock and/or other obligations; and
- (v) alteration of the definition of Series Reserved Matter.

## **15. Further Issues**

The Issuer may from time to time, without the consent of the Covered Bondholders or the Couponholders, create and issue further Covered Bonds having the same terms and conditions as the Covered Bonds in all respects (or in all respects except for the first payment of interest thereon, issue date and/or issue price) so as to form a single series with the Covered Bonds provided that (i) there is no outstanding Issuer Event and that such issuance would not cause an Issuer Event, (ii) such issuance would not result in a breach of any of the Statutory Tests, (iii) the Rating Agencies have been notified of such issuance, (iv) such issuance has been notified to the Bank of Greece in accordance with Article 20(4) of the Covered Bond Law and (v) if applicable, in respect of any Series or Tranche, a Hedging Agreement is entered into.

## **16. Notices**

All notices regarding the Covered Bonds will be valid if published in one leading English language daily newspaper of general circulation in London or any other daily newspaper in London approved by the Trustee and, (for so long as any Covered Bonds are listed on the official list of the Luxembourg Stock Exchange) if published in a daily newspaper of general circulation in Luxembourg or on the website of the Luxembourg Stock Exchange [www.luxse.com](http://www.luxse.com). It is expected that such publication will be made in the Financial Times in London and (in relation to Covered Bonds listed on the official list of the Luxembourg Stock Exchange) in the *Luxemburger Wort* or the *Tageblatt* in Luxembourg. The Issuer or, in the case of a notice given by the Trustee, the Trustee shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any stock exchange or any other relevant authority on which the Covered Bonds are for the time being listed. Any such notice shall be deemed to have been given on the date of first publication (or if required to be published in more than one newspaper, on the first date on which publication shall have

been made in all the required newspapers or where published in such newspapers on different dates, the last date of such first publication). If publication as provided above is not practicable, notice will be given in such other manner, and will be deemed to have been given on such date, as the Trustee shall approve.

Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the Covered Bondholders.

Notices to be given by any Covered Bondholder shall be in writing and given by lodging the same, together (in the case of any Covered Bond in definitive form) with the relevant Covered Bond or Covered Bonds, with the Principal Paying Agent. Whilst the Covered Bonds are represented by Global Covered Bonds any notice shall be deemed to have been duly given to the relevant Covered Bondholder if sent to the Clearing Systems for communication by them to the holders of the Covered Bonds and shall be deemed to be given on the date on which it was so sent and (so long as the relevant Covered Bonds are admitted to trading on, and listed on the official list of, the Luxembourg Stock Exchange), any notice shall also be published in accordance with the relevant listing rules (which includes publication on the website of the Luxembourg Stock Exchange, [www.luxse.com](http://www.luxse.com)).

## 17. Substitution of the Issuer

- (a) If so requested by the Issuer, the Trustee shall, without the consent of any Covered Bondholder or Couponholder, agree with the Issuer to the substitution in place of the Issuer of any other body incorporated in any country in the world as the debtor in respect of the Covered Bonds, any Coupons and the Trust Deed (the “**New Company**”) upon notice by the Issuer and the New Company to be given in accordance with Condition 16 (*Notices*), *provided that*:
- (i) the Issuer is not in default in respect of any amount payable under the Covered Bonds;
  - (ii) the Issuer and the New Company have entered into such documents (the “**Documents**”) as are necessary to give effect to the substitution and in which the New Company has undertaken in favour of each Covered Bondholder to be bound by these Conditions and the provisions of the Trust Deed as the debtor in respect of the Covered Bonds in place of the Issuer (or of any previous substitute under this Condition 17 (*Substitution of the Issuer*));
  - (iii) if the New Company is resident for tax purposes in a territory (the “**New Residence**”) other than that in which the Issuer prior to such substitution was resident for tax purposes (the “**Former Residence**”), the Documents contain an undertaking and/or such other provisions as may be necessary to ensure that each Covered Bondholder has the benefit of an undertaking in terms corresponding to the provisions of this Condition 17 (*Substitution of the Issuer*), with the substitution of references to the Former Residence with references to the New Residence;
  - (iv) the New Company and the Issuer have obtained all necessary governmental approvals and consents for such substitution and for the performance by the New Company of its obligations under the Documents;
  - (v) legal opinions shall have been delivered to the Trustee (with a copy of such legal opinions also to be provided to each Rating Agency then rating any Covered Bonds) from lawyers of recognised standing in the jurisdiction of incorporation of the New Company, in England and in Greece as to matters of law relating to the fulfilment of

the requirements of this Condition 17 (*Substitution of the Issuer*) and that the Covered Bonds and any Coupons and/or Talons are legal, valid and binding obligations of the New Company;

- (vi) if Covered Bonds issued or to be issued under the Programme have been assigned a credit rating by the Rating Agencies, each Rating Agency has been notified of the proposed substitution and with respect to each Rating Agency either: (A) the relevant Rating Agency has confirmed, within 30 days of receiving such notice, that the then current rating of the then outstanding Covered Bonds would not be downgraded as a result of such substitution or (B) the Issuer certifies to the Trustee that, 30 days after receipt of such notice by the Rating Agency, the relevant Rating Agency has not indicated that such substitution would result in a downgrade, withdrawal or suspension of the then current ratings assigned to the Covered Bonds by such Rating Agency or such Rating Agency placing any Covered Bonds on ratings watch negative (or equivalent);
  - (vii) each stock exchange on which the Covered Bonds are listed shall have confirmed that, following the proposed substitution of the New Company, the Covered Bonds will continue to be listed on such stock exchange; and
  - (viii) if applicable, the New Company has appointed a process agent in England to receive service of process on its behalf in relation to any legal proceedings arising out of or in connection with the Covered Bonds and any Coupons.
- (b) Upon such substitution the New Company shall succeed to, and be substituted for, and may exercise every right and power, of the Issuer under the Covered Bonds, any Coupons and the Trust Deed with the same effect as if the New Company has been named as the Issuer herein, and the Issuer shall be released from its obligations under the Covered Bonds, Coupons and/or Talons and under the Trust Deed.
  - (c) After a substitution pursuant to Condition 17(a) the New Company may, without the consent of any Covered Bondholder or Couponholder, effect a further substitution. All the provisions specified in Conditions 17(a) and 17(b) shall apply *mutatis mutandis*, and references in these Conditions to the Issuer shall, where the context so requires, be deemed to be or include references to any such further New Company.
  - (d) After a substitution pursuant to Condition 17(a) or 17(c) any New Company may, without the consent of any Covered Bondholder or Couponholder, reverse the substitution, *mutatis mutandis*.
  - (e) The Documents shall be delivered to, and kept by, the Principal Paying Agent. Copies of the Documents will be available free of charge during normal business hours at the specified office of the Principal Paying Agent.

## **18. Renominalisation and Reconventioning**

If the country of the Specified Currency becomes or, announces its intention to become, a Participating Member State, the Issuer may, without the consent of the Covered Bondholders and Couponholders, on giving at least 30 days' prior notice to the Covered Bondholders and the Paying Agents, designate a date (the **Redenomination Date**), being an Interest Payment Date under the Covered Bonds falling on or after the date on which such country becomes a Participating Member State to redenominate all, but not some only, of the Covered Bonds of any series.

**19. Governing Law and Jurisdiction**

The Covered Bonds and all matters arising from or connected with the Covered Bonds are governed by, and shall be construed in accordance with, English law, save that the security under the Statutory Pledge referred to in Condition 2 (*Status of the Covered Bonds*) above, shall be governed by, and construed in accordance with Greek law.

The courts of England have exclusive jurisdiction to settle any dispute (a “**Dispute**”), arising from or connected with the Covered Bonds.

**20. Third Parties**

No person shall have any right to enforce any term or condition of this Covered Bond under the Contracts (Rights of Third Parties) Act 1999.

## FORMS OF THE COVERED BONDS

The Covered Bonds of each Series will be in bearer form, with or without receipts, interest coupons and/or talons attached. Covered Bonds will be issued outside the United States in reliance on Regulation S.

Each Tranche of Covered Bonds will be in bearer form initially issued in the form of a temporary global covered bond without interest coupons attached (a “**Temporary Global Covered Bond**”) which will:

- (a) if the Global Covered Bonds (as defined below) are issued in new global covered bond (“**NGCB**”) form, as stated in the applicable Final Terms, be delivered on or prior to the issue date of the relevant Tranche to a common safekeeper (the “**Common Safekeeper**”) for Euroclear Bank S.A./N.V. (“**Euroclear**”) and Clearstream Banking, *société anonyme* (“**Clearstream, Luxembourg**”); and
- (b) if the Global Covered Bonds are not issued in NGCB form, be delivered on or prior to the issue date of the relevant Tranche to a common depositary (the “**Common Depositary**”) for Euroclear and Clearstream, Luxembourg.

Whilst any Covered Bond is represented by a Temporary Global Covered Bond, payments of principal, interest (if any) and any other amount payable in respect of the Covered Bonds due prior to the Exchange Date (as defined below) will be made (against presentation of the Temporary Global Covered Bond if the Temporary Global Covered Bond is not issued in NGCB form) only to the extent that certification (in a form to be provided by Euroclear and/or Clearstream, Luxembourg) to the effect that the beneficial owners of interests in such Covered Bond are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear and/or Clearstream, Luxembourg and Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certification (based on the certifications it has received) to the Principal Paying Agent.

On and after the date (the “**Exchange Date**”) which is 40 days after a Temporary Global Covered Bond is issued, interests in such Temporary Global Covered Bond will be exchangeable (free of charge) upon a request as described therein either for (a) interests in a permanent global covered bond without interest coupons attached (a “**Permanent Global Covered Bond**”) and, together with the Temporary Global Covered Bonds, the “**Global Covered Bonds**” and each a “**Global Covered Bond**”) of the same Series or (b) for Definitive Covered Bonds of the same Series with, where applicable, interest coupons and talons attached (as indicated in the applicable Final Terms and subject, in the case of Definitive Covered Bonds, to such notice period as is specified in the applicable Final Terms), in each case against certification of non-U.S. beneficial ownership as described above unless such certification has already been given. The holder of a Temporary Global Covered Bond will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Global Covered Bond for an interest in a Permanent Global Covered Bond or for Definitive Covered Bonds is improperly withheld or refused.

Payments of principal, interest (if any) or any other amounts on a Permanent Global Covered Bond will be made through Euroclear and/or Clearstream, Luxembourg against presentation or surrender (as the case may be) of the Permanent Global Covered Bond (if the Permanent Global Covered Bond is not issued in NGCB form) without any requirement for certification.

The applicable Final Terms will specify that a Permanent Global Covered Bond will be exchangeable (free of charge), in whole but not in part, for Definitive Covered Bonds with, where applicable, interest coupons and talons attached upon either (a) provided the Covered Bonds have a minimum Specified

Denomination, or integral multiples thereof, not less than 60 days' written notice from Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Global Covered Bond) to the Principal Paying Agent as described therein or (b) upon the occurrence of an Exchange Event. For these purposes, "**Exchange Event**" means that (i) the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, whether statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available or (ii) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Global Covered Bond (and any interests therein) exchanged for Definitive Covered Bonds. The Issuer will promptly give notice to Covered Bondholders of each Series of Global Covered Bonds in accordance with Condition 16 (*Notices*) if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Global Covered Bond) or the Trustee may give notice to the Principal Paying Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (b) above, the Issuer may also give notice to the Principal Paying Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Principal Paying Agent.

Global Covered Bonds, Definitive Covered Bonds and any Coupons or Talons attached thereto will be issued pursuant to the Trust Deed.

The following legend will appear on all Covered Bonds that have an original maturity of more than one year and on all interest coupons relating to such Covered Bonds:

"ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE."

The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Covered Bonds, interest coupons and will not be entitled to capital gains treatment of any gain on any sale or other disposition in respect of such Covered Bonds, or interest coupons.

Covered Bonds which are represented by a Global Covered Bond will only be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be.

## **General**

Pursuant to the Agency Agreement (as defined under "*Terms and Conditions of the Covered Bonds*"), the Principal Paying Agent shall arrange that, where a further Tranche of Covered Bonds is issued which is intended to form a single Series with an existing Tranche of Covered Bonds, the Covered Bonds of such further Tranche shall be assigned a common code and ISIN and, where applicable, CINS number which are different from the common code, ISIN and CINS number assigned to Covered Bonds of any other Tranche of the same Series until at least the Exchange Date applicable to the Covered Bonds of such further Tranche.

Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any successor operator and/or successor clearing system and/or additional or alternative clearing system specified in the applicable Final Terms or as may otherwise be approved by the Issuer, the Principal Paying Agent and the Trustee.

No Covered Bondholder or Couponholder shall be entitled to proceed directly against the Issuer unless the Trustee, having become so bound to proceed, fails so to do within a reasonable period and the failure shall be continuing.

## FORM OF FINAL TERMS

*Set out below is the form of Final Terms which will be completed for each Tranche of Covered Bonds issued under the Programme. Text in this section appearing in italics does not form part of the Final Terms but denotes directions for completing the Final Terms.*

[Date]

**[[PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – The Covered Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“**EEA**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, MiFID II); or (ii) a customer within the meaning of (EU) 2016/97 (the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the “**PRIIPs Regulation**”) for offering or selling the Covered Bonds or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Covered Bonds or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]

**[PROHIBITION OF SALES TO UK RETAIL INVESTORS** – The Covered Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (“**UK**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (“**EUWA**”); or (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the “**UK PRIIPs Regulation**”) for offering or selling the Covered Bonds or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Covered Bonds or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]

**[MIFID II PRODUCT GOVERNANCE / TARGET MARKET** – Solely for the purposes of [the][each] manufacturer[’s][s’] product approval process, the target market assessment in respect of the Covered Bonds and which channels for distribution of the Covered Bonds are appropriate. Any person subsequently offering, selling or recommending the Covered Bonds (a ‘distributor’) should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Covered Bonds (by either adopting or refining the target market assessment) and determining appropriate distribution channels.]

**[UK MiFIR PRODUCT GOVERNANCE / TARGET MARKET** – Solely for the purposes of [the][each] manufacturer[’s][s’] product approval process, the target market assessment in respect of the Covered Bonds and which channels for distribution of the Covered Bonds are appropriate. Any person subsequently offering, selling or recommending the Covered Bonds (a ‘distributor’) should take into consideration the target market assessment; however, a distributor subject to the FCA

Handbook Product Intervention and Product Governance Sourcebook (the “**UK MiFIR Product Governance Rules**”) is responsible for undertaking its own target market assessment in respect of the Covered Bonds (by either adopting or refining the target market assessment) and determining appropriate distribution channels.]

**NATIONAL BANK OF GREECE S.A.**

Issue of [*Aggregate Nominal Amount of Tranche*] [*Title of Covered Bonds*]

Under the €10 billion

**Global Covered Bond Programme**

**PART A – CONTRACTUAL TERMS**

[Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions set forth in the Base Prospectus dated [25 July] 2023 [and the supplement to the Base Prospectus dated (*date*)] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation (Regulation (EU) 2017/1129) as amended from time to time (the “**Prospectus Regulation**”). This document constitutes the final terms of the Covered Bonds described herein for the purposes of Article 8.2 (a) of the Prospectus Regulation and must be read in conjunction with the Base Prospectus [as so supplemented]. Full information on the Issuer and the offer of the Covered Bonds is only available on the basis of the combination of this Final Terms and the Base Prospectus. Copies of the Base Prospectus [and the supplement to the Base Prospectus] are available free of charge to the public at the registered office of the Issuer and from the specified office of each of the Paying Agents. The Base Prospectus [and the supplement to the Base Prospectus] are published on the website of the Luxembourg Stock Exchange ([www.luxse.com](http://www.luxse.com)).]

*[(The following alternative language applies if the first Tranche of an issue which is being increased was issued under a Base Prospectus with an earlier date.)]*

[Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions (the “**Terms and Conditions**”) set forth in the Base Prospectus dated [9 April 2019] which are being incorporated by reference in the Base Prospectus dated [25 July] 2023 [and the supplement[s] to the Base Prospectus dated (*date*)]. This document constitutes the final terms of the Covered Bonds described herein for the purposes of Article 8.2 of the Prospectus Regulation (Regulation (EU) 2017/1129) as amended from time to time (the “**Prospectus Regulation**”) and must be read in conjunction with the Base Prospectus dated [25 July] 2023 [and the supplement[s] to the Base Prospectus dated (*date*)], which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation. Full information on the Issuer and the Group and the offer of the Covered Bonds is only available on the basis of the combination of this Final Terms[,] [and] the Base Prospectus dated [25 July] 2023 [and the supplement[s] to the Base Prospectus dated (*date*)]. Copies of such Base Prospectuses are available free of charge to the public at the registered office of the Issuer and from the specified office of each of the Paying Agents.] The Base Prospectus [and the supplement[s] to the Base Prospectus] are published on the website of the Luxembourg Stock Exchange ([www.luxse.com](http://www.luxse.com)).]

*(Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or subparagraphs.)*

1. (i) Series Number: [●]
- (ii) Tranche Number: [●]

- (iii) Date on which the Covered Bonds will be consolidated and form a single Series      The Covered Bonds will be consolidated and form a single Series with (*Provide issued amount/ISIN/maturity issue/issue date of earlier Tranches*) on [the Issue Date/exchange of the Temporary Global Covered Bond for interests in the Permanent Global Covered Bond, as referred to in paragraph [•] below, which is expected to occur on or about (*date*)] / [Not Applicable]
2. Specified Currency or Currencies:      [●]
3. Aggregate Nominal Amount of Covered Bonds:      [●]
- [(i)] Series:      [●]
- [(ii)] Tranche:      [●]
4. Issue Price:      [ ] per cent. of the Aggregate Nominal Amount [plus accrued interest from (*insert date*) (*if applicable*)]
5. (i) Specified Denominations:      [●]
- [(N.B. Where multiple denominations above €100,000 or equivalent are being used the following sample wording should be followed: €100,000 and integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No Covered Bonds in definitive form will be issued with a denomination above [€199,000].)]
- [(N.B. If an issue of Covered Bonds is (i) NOT admitted to trading on a regulated market within a European Economic Area; and (ii) only offered in the European Economic Area in circumstances where a prospectus is not required to be published under the Prospectus Regulation, the [€100,000] minimum denomination is not required.)]
- [(ii)] Calculation Amount:      [●]
6. (i) Issue Date:      [●]
- (ii) Interest Commencement Date:      [●]
- [(NB: An Interest Commencement Date will not be relevant for certain Covered Bonds, for example Zero Coupon Covered Bonds)]

7. (i) Final Maturity Date: [Fixed rate – (*specify date/Floating Rate*) - Interest Payment Date falling in or nearest to the relevant month and year]
- (ii) Extended Final Maturity Date [Fixed rate – specify date/Floating rate – Interest Payment Date falling in or nearest to (*specify month and year*)]
- (N.B. Zero Coupon Covered Bonds are not to be issued with an Extended Final Maturity Date unless otherwise agreed with the Dealers and the Trustee)*
8. Interest Basis: [[●]% Fixed Rate]  
[Floating Rate]  
[Zero Coupon]
9. Redemption/Payment Basis: Redemption at par  
*(N.B. the Covered Bonds will always be redeemed at least 100% of the nominal value)*
10. Change of Interest Basis or Redemption/ Payment Basis: *(Specify details of any provision for convertibility of Covered Bonds into another Interest Basis or cross refer to paragraphs 15, 16 and 17 below to identify details)*
11. Put/Call Options: [Not Applicable]  
[Investor Put]  
[Issuer Call]
12. [Date [Board] approval for issuance of Covered Bonds obtained:] [●] / [Not Applicable]  
*(N.B Only relevant where Board (or similar) authorisation is required for the particular tranche of Covered Bonds)*
13. Method of distribution: [Syndicated/Non-syndicated]
14. Prohibition of Sales to [EEA] [and] [UK] Retail Investors [Syndicated/Non-syndicated]

#### **PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

15. **Fixed Rate Covered Bond Provisions** [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

- (i) Rate[(s)] of Interest: [●] per cent. per annum [payable [annually/semi-annually/quarterly/monthly/other (*specify*)] in arrear]
- (ii) Interest Payment Date(s): [[●] in each year up to and including the Final Maturity Date, or the Extended Final Maturity Date, if applicable]/[(*specify other*)]
- (iii) Business Day Convention [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]
- (iv) Business Day(s) [●]
- (v) Additional Business Centre(s) [●]
- (vi) Fixed Coupon Amount[(s)]: [●] per Calculation Amount  
(*Applicable to Covered Bonds in definitive form*)
- (vii) Broken Amount(s): [●] per Calculation Amount payable on the Interest Payment Date falling [in/on] [●]  
(*Applicable to Covered Bonds in definitive form*)
- (viii) Day Count Fraction: [[[Actual/Actual (ICMA)][Actual/Actual - Actual/Actual (ISDA)][Actual/365 (Fixed)][Actual/365 (Sterling)][Actual/360][30/360 - 360/360 - Bond Basis][30E/360 - Eurobond Basis][30E/360 (ISDA)]] [adjusted/not adjusted] (*N.B. If interest is not payable on a regular basis (for example, if Broken Amounts are specified) Actual/Actual (ICMA) may not be a suitable Day Count Fraction*)]
- (ix) Determination Date [●] in each year  
  
(*N.B. Only relevant where Day Count Fraction is Actual/Actual (ICMA)*)  
  
(*Insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon (This will need to be amended in the case of regular interest payment dates which are not of equal durations)*)
16. **Floating Rate Covered Bond Provisions** [Applicable/Not Applicable]  
  
(*If not applicable, delete the remaining subparagraphs of this paragraph*)
- (i) Interest Period(s): [●]

- (ii) Specified Interest Payment Dates:
- (iii) First Interest Payment Date:
- (iv) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/ Modified Following Business Day Convention/Preceding Business Day Convention]
- (v) Business Day(s)
- (vi) Additional Business Centre(s):
- (vii) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination / ISDA Determination / *[(specify other)]*]
- (viii) Party responsible for calculating the Rate of Interest and Interest Amount (if not the Principal Paying Agent):
- (ix) Screen Rate Determination: [Applicable/Not Applicable]
- Reference Rate:  [*EURIBOR or other. If other, provide additional information, including amendment to fallback provisions in the Agency Agreement*]
- Interest Determination Date(s):  [*Second day on which the T2 is open prior to the start of each Interest Period if EURIBOR*]
- (N.B. Specify the Interest Determination Date(s) up to and including the Extended Final Maturity Date, if applicable)*
- Relevant Screen Page:  [*In the case of EURIBOR, if not Reuters EURIBOR 01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately*]
- Relevant Time:  [*For example, 11.00 a.m. Brussels time*]
- Relevant Financial Centre:  [*For example, Euro-zone (where Euro-zone means the region comprised of the countries whose lawful currency is the euro)*]
- (x) ISDA Determination: [Applicable/Not Applicable]
- Floating Rate Option:
- Designated Maturity:
- Reset Date:



- (vii) Day Count Fraction in relation to Early Redemption Amounts and late payments: [[Conditions 6.5 (*Early Redemption Amounts*) and 6.8 (*Late Payment*) apply]/[Actual/Actual (ICMA)][Actual/Actual - Actual/Actual (ISDA)][Actual/365 (Fixed)][Actual/365 (Sterling)][Actual/360][30/360 - 360/360 - Bond Basis][30E/360 - Eurobond Basis][30E/360 (ISDA)] [adjusted/not adjusted] (*N.B. If interest is not payable on a regular basis (for example, if Broken Amounts are specified) Actual/Actual (ICMA) may not be a suitable Day Count Fraction*)]

## PROVISIONS RELATING TO REDEMPTION

18. **Issuer Call** [Applicable/Not Applicable]

(i) Optional Redemption Date(s): [●]

(ii) Optional Redemption Amount(s) of each Covered Bond and method, if any, of calculation of such amount(s): [●] per Calculation Amount

(iii) (If redeemable in part:

(iv) Minimum Redemption Amount: [●] per Calculation Amount

(v) Maximum Redemption Amount: [●] per Calculation Amount

(vi) Notice period (if other than as set out in the Terms and Conditions) [●]

*(N.B. If setting notice periods which are different to those provided in the Terms and Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent and the Trustee)*

19. (i) **Investor Put** [Applicable/Not Applicable]

(ii) Optional Redemption Date(s): [●]

(iii) Optional Redemption Amount(s) of each Covered Bond and method, if any, of calculation of such amount(s): [●] per Calculation Amount

(iv) Notice period: [●]

*(N.B. If setting notice periods which are different to those provided in the Terms and Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent and the Trustee)*

20. **Final Redemption Amount of each Covered Bond** [●] per Calculation Amount

*(N.B. the Final Redemption Amount shall be an amount equal to at least 100% of the nominal amount of the Covered Bonds)*

21. **Early Redemption Amount**

Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons or on event of default or other early redemption and/or the method of calculating the same (if required or if different from that set out in the Conditions): [●]

#### **GENERAL PROVISIONS APPLICABLE TO THE COVERED BONDS**

22. Form of Covered Bonds:

[Temporary Global Covered Bond exchangeable for a Permanent Global Covered Bond which is exchangeable for Definitive Covered Bonds [on 60 days' notice given at any time/only upon an Exchange Event]]

*(N.B. The exchange upon notice should not be expressed to be applicable if the Specified Denomination of the Covered Bonds in paragraph 6 includes language substantially to the following effect: “[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000].”)*

23. New Global Covered Bond: [Yes/No]

24. Talons for future Coupons to be attached to Definitive Covered Bonds (and dates on which such Talons mature): [Yes/No. (If yes, give details)]

25. Redenomination, renominalisation and reconventioning provisions: [Not Applicable/The provisions [in Condition [●] ([•])] apply]

## PART B – OTHER INFORMATION

### 1. LISTING AND ADMISSION TO TRADING

- (i) Listing and admission to trading: [Application has been made by the Issuer (or on its behalf) for the Covered Bonds to be admitted to trading on the regulated market of the [Bourse de Luxembourg] and to be listed on the Official List of the Luxembourg Stock Exchange] (*Specify relevant regulated market and, if relevant, listing on an official list*) with effect from [●].]

[Application is expected to be made by the Issuer (or on its behalf) for the Covered Bonds to be admitted to trading on the [regulated market of the Bourse de Luxembourg and to be listed on the Official List of the Luxembourg Stock Exchange] (*Specify relevant regulated market and, if relevant, listing on an official list*) with effect from [ ].]  
[Not Applicable.]

(NB: Where documenting a fungible issue need to indicate that original Covered Bonds are already admitted to trading.)

- (ii) Estimate of total expenses related to admission to trading: [●]
- (iii) [European Covered Bonds (Premium)] [Yes/No]

### 2. RATINGS

Ratings:

The Covered Bonds to be issued have been rated:

[Moody's: [●]][Insert brief explanation of the meaning of the rating if this has been previously published by Moody's]]

[[Other]: [●]][Insert brief explanation of the meaning of the rating if this has been previously published by [Other]]]

*(The above disclosure should reflect the rating allocated to Covered Bonds of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*

*N.B. Consult the relevant Rating Agencies in relation to Covered bonds which may have a Final Redemption Amount of less than 100% of the nominal value.*

### **3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE**

["Save for any fees payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the issue of the Covered Bonds has an interest material to the offer." The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business.]

*[(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the Prospectus Regulation.)]*

### **4. REASONS FOR THE OFFER - TOTAL EXPENSES AND ESTIMATED NET PROCEEDS**

(i) Reasons for the offer [[The net proceeds from the issue of the Covered Bonds will be used to [meet part of the Group's general financing requirements][finance or refinance [Green Eligible Projects][and/or][Social Eligible Projects] (as defined in "Use of Proceeds" within the "General Information" section of the Base Prospectus).] /Give details]

*[Provide details of Green Eligible Projects and/or Social Eligible Projects, as applicable.]*

(ii) Estimated total [●]  
expenses:

(iii) Estimated net [●]  
proceeds

### **5. YIELD (Fixed Rate Covered Bonds only)**

Indication of yield: [●]/[Not Applicable]

### **6. HISTORIC INTEREST RATES: (Floating Rate Covered Bonds only).**

Details of historic [[EURIBOR/other]] rates can be obtained from [Reuters] / [●] [Not Applicable].

**7. OPERATIONAL INFORMATION**

ISIN Code: [●]

Common Code: [●]

(insert here any other relevant codes such as CINS codes): [●]

Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking, *société anonyme* and the relevant identification number(s) and addresses: [Not Applicable/give name(s) and number(s)]

Delivery: Delivery [against/free of] payment

Names and addresses of initial Paying Agent(s): [●]

Names and addresses of additional Paying Agent(s) (if any): [●]/[Not Applicable]

Intended to be held in a manner which would allow Eurosystem eligibility: [Yes. Note that the designation "yes" simply means that the Covered Bonds are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Covered Bonds will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.] *[Include this text if "yes" selected in which case the Covered Bonds must be issued in NGCB form]*

[No. Whilst the designation is specified as "No" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Covered Bonds are capable of meeting them the Covered Bonds may then be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper)] *[Include this text for registered Covered Bonds]*. Note that this does not necessarily mean that the Covered Bonds will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

## 8. EU BENCHMARKS REGULATION

Article 29(2) statement on benchmarks: [Not Applicable]

*[[Applicable: Amounts payable under the Covered Bonds are calculated by reference to [EURIBOR]/[insert name[s] of benchmark(s)], which [is/are] provided by [insert name[s] of the administrator[s] – if more than one specify in relation to each relevant benchmark].]*

*[[As at the date of these Final Terms, [insert name[s] of the administrator[s]] [is/are] [not] included in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the Benchmarks Regulation (Regulation (EU) 2016/1011). [repeat as necessary]]]*

## INSOLVENCY OF THE ISSUER

The Greek Covered Bond Legislation contains provisions relating to the protection of the Covered Bondholders and other Secured Creditors upon the insolvency of the Issuer.

In the event of insolvency or resolution of the Issuer, the Greek Covered Bond Legislation provides that the Cover Pool will at all times remain segregated from the insolvency estate of the Issuer until payment of any amounts due to the Covered Bondholders has been made in full. Upon registration of the Registration Statements with the public registry, the issue of the Covered Bonds, the creation of the Statutory Pledge and the security in rem governed by foreign law (including pursuant to the Deed of Charge), the payments to Covered Bondholders and other Secured Creditors and the entry into any agreement relating to the issue of Covered Bonds will not be affected by the commencement of insolvency or resolution proceedings in respect of the Issuer. All collections from the Cover Pool Assets shall be applied solely towards payment of amounts due to the Covered Bondholders and other Secured Creditors.

Pursuant to the Greek Covered Bond Legislation, both before and after the commencement of insolvency or resolution proceedings in respect of the Issuer, the Cover Pool may be autonomously managed until full payment of the amounts due to the Covered Bondholders and the other Secured Creditors has been made.

The Greek Covered Bond Legislation requires that, in the event of insolvency or resolution proceedings in respect of the Issuer, a special administrator shall be appointed by the Trustee, subject to the positive opinion of the Bank of Greece, in order to (among other things) monitor compliance of the Issuer with its obligations under the Covered Bonds, service the Cover Pool and ensure that the Covered Bondholders and the other Secured Creditors' interests are not affected. The Trustee can be also appointed as special administrator. The Bank of Greece shall appoint the special administrator if the Trustee fails to do so. Any such person appointed shall be obliged to service the Cover Pool in accordance with the terms of the Servicing and Cash Management Deed.

Any of the aforementioned parties performing the role of the special administrator, as well as the special liquidator that may be appointed by the Bank of Greece to undertake the management of the Issuer in case of its insolvency, will be required to treat the Cover Pool as a segregated pool of assets on the basis of the segregation provisions of Article 14 of the Covered Bond Law and in accordance with the Servicing and Cash Management Deed, the terms of which, including, inter alia, the termination, substitution and replacement provisions, will at all times apply.

In the event that the Issuer is placed into liquidation in accordance with article 145 of Greek Banking Legislation, Covered Bondholders and the other Secured Creditors shall be satisfied in respect of the portion of their claims that is not paid off from the Cover Pool from the remaining assets of the Issuer as unsecured creditors in accordance with Article 6 of the Covered Bond Law (*i.e.* after satisfaction of preferred creditors in accordance with article 145A of the Greek Banking Legislation (added through par. 1 of article 120 of the BRR Law, as amended and currently in force)).

Moreover, in the event that resolution measures are ordered with respect to the Issuer under BRR Law, the Issuer's liabilities under Covered Bonds issued under the Programme will be excluded from the liabilities which may be subject to the BRRD Bail-in Tool of article 44 of BRR Law to the extent that they are secured and all Cover Pool Assets should remain unaffected, segregated and with sufficient funding. However, the resolution authority may exercise its power of conversion or write down, where appropriate, in relation to any part of a secured liability to the extent that exceeds the value of the security.

## OVERVIEW OF THE GREEK COVERED BOND LEGISLATION

*The following is an overview of the provisions of the Greek Covered Bond Legislation relevant to the transactions described in this Base Prospectus and of which prospective Covered Bondholders should be aware. The overview does not purport to be, and is not, a complete description of all aspects of the Greek legislative and regulatory framework pertaining to covered bonds and prospective Covered Bondholders should also read the detailed information set out elsewhere in this Base Prospectus.*

### **Introduction**

The transactions described in this Base Prospectus are the subject of specific legislation, the Greek Covered Bond Legislation. As mentioned elsewhere in the Base Prospectus, the Greek Covered Bond Legislation includes the Covered Bond Law, which transposed into national legislation Directive (EU) 2019/2162 of the European Parliament and of the Council of 27 November 2019 on the issue of covered bonds and covered bond public supervision (the “**Covered Bond Directive**”) and replaced the previous Greek legal framework on covered bonds (consisting of Article 152 of the Greek Banking Legislation, as supplemented by the Act of the Governor of the Bank of Greece No. 2620/2009), and the Secondary Covered Bond Legislation.

The legislative framework in Greece is supplemented by certain provisions of Greek law 3156/2003 and Greek law 4548/2018 (the “**Greek Company Law**”), to the extent that the Covered Bond Law cross-refers to these laws. The Greek Covered Bond Law has been enacted, with a view, *inter alia*, to complying with the standards of the Covered Bonds Directive and CRR, and strengthening the conditions for granting preferential capital treatment to covered bonds by adding further requirements and entitles credit institutions to issue covered bonds with preferential rights in favour of the holders thereof and certain other creditors over a cover pool comprised by certain assets discussed in further detail below.

The provisions of the Greek Covered Bond Legislation that are relevant to the Programme may be summarised as follows:

### **Covered Bond Law**

#### *Structure of the Issuer – bondholder agent*

Contrary to Article 152 of the Greek Banking Legislation that permitted the issuance of covered bonds in two ways, either directly by a credit institution, or indirectly by a subsidiary of a credit institution, the Covered Bond Law only allows the direct issuance of covered bonds by credit institutions pursuant to its provisions of and to certain provisions on bond loans of the Bond Loans and Securitisation Law and of the Greek Company Law. The bondholders’ agent (also referred to as the trustee) may be a credit institution or an affiliated company of a credit institution entitled to provide services in the European Economic Area, in accordance with the provisions of articles 64-67 of the Greek Company Law. The appointment of more than one bondholders’ agents, jointly or per series of covered bonds or issuances under the covered bond programme is not excluded. Unless otherwise set out in the terms and conditions of the bonds the trustee is liable towards bondholders for wilful misconduct and gross negligence.

#### *Prerequisites for the issuance of covered bonds*

Pursuant to article 20 of the Covered Bond Law covered bonds may be issued by credit institutions that meet the following requirements:

- an adequate programme of operations setting out the issue of covered bonds; adequate policies, and methodologies aiming at investor protection for the approval, amendment, renewal and refinancing of loans included in the cover pool;
- management and staff dedicated to the covered bond programme which have adequate qualifications and knowledge regarding the issue of covered bonds and the administration of the covered bond programme;
- adequate administrative setup and data processing infrastructure for the management and monitoring of the cover pool that meets the applicable requirements laid down in the provisions of the Covered Bond Law and the Secondary Covered Bond Legislation;
- a predetermined policy for mitigating the risks undertaken and appropriate mechanisms for monitoring and managing the risks deriving from the issuance of the covered bonds and their monitoring;
- a detailed description and clear definition of the responsibilities and limits of responsibility of the involved service units and any committees of the credit institution, from where it follows that the programme issue is continuously monitored.

The prior approval of the Bank of Greece is required for the issuance of a covered bond programme.

#### *Cover Pool – composition of assets*

The type of assets that may form part of the cover pool is regulated by article 8 of the Covered Bond Law (transposing article 6 of the Covered Bond Directive), as supplemented by the Secondary Greek Covered Bond Legislation.

Specifically, the Covered Bond Law provides for two categories of cover pool assets, i.e. (i) assets that are eligible pursuant to Article 129(1) of the CRR and (ii) other high-quality cover assets that meet the conditions of the Covered Bond Law and in addition belong to categories of assets that are specified as eligible in a decision of the Bank of Greece. The Secondary Covered Bond Legislation has not set conditions for other high-quality cover assets and consequently it is currently only permitted that the cover pool assets are assets that are eligible pursuant to Article 129(1) of the CRR. Cover assets do not include assets in the form of loans to or guaranteed by public undertakings, since article 8 of the Covered Bond Law has not transposed subparagraph (c) of article 6(1) of the Covered Bond Directive. Further, pursuant to the relevant authorities granted by the Covered Bond Law to the Bank of Greece to be able to limit the eligibility of certain cover assets under 129(1) of the CRR and designate the specific classes of cover assets that will be permitted to form part of the cover assets pool, the Secondary Greek Covered Bond Legislation provides that loans secured by residential and commercial real estate assets are only included in the cover assets if the real estate is located in Greece. Furthermore, real estate assets under construction may not exceed 10% of the cover assets.

Cover assets considered eligible according to Article 129(1) of the CRR are primarily residential mortgage loans, loans secured by a mortgage on commercial properties, loans secured by a mortgage on ships and exposures to or guaranteed by state entities. The loans may be secured by mortgage prenotations instead of full mortgages (as is the practice for cost reasons in Greece). In addition, exposures to credit institutions may be included in the cover pool up to an aggregate limit of 15% of the nominal value of the outstanding covered bonds. According to Article 13 of the Covered Bond Law, derivatives may also be included in the cover pool, subject to certain conditions, including the requirements that the derivative contracts are included in the cover pool exclusively for risk hedging purposes, they are sufficiently documented and can be segregated by the issuer in accordance with Article 12 of the Covered Bond Law and that the derivative contracts cannot be terminated upon the insolvency or reorganisation of the issuer.

Loans secured by residential mortgages are required to have a loan-to-value (LTV) ratio of 80%, whereas loans secured by mortgages over commercial properties and ships are required to have an LTV ratio of 60%. Loans with a higher LTV ratio may be included in the cover pool, but they are taken into account for the calculation of the statutory tests and other requirements of the Greek Covered Bond Legislation only up to the amount indicated by the LTV ratio. The evaluation of properties must be performed by an independent valuer at or below the market value. The Secondary Greek Covered Bond Legislation provides that the value of real estate assets and ships securing cover assets must be monitored at least annually as per Article 129 par. 3 of the CRR.

The Bank of Greece has been authorised by the Covered Bond Law (Art. 8(4)(7)&(8)) to also set out specific rules for the valuation process of the cover pool assets and generally for the implementation of the Covered Bond Law, including in particular rules in relation to the risk diversification (especially in terms of granularity and material concentration) of the cover pool assets. The Secondary Greek Covered Bond Legislation provides that derivative contracts are valued with the method of net present value.

#### *Benefit of a prioritised claim by way of statutory pledge - segregation of cover assets*

The cover assets are segregated from the remaining estate of the issuing credit institution through a pledge constituted by operation of law (*statutory pledge*). In case of assets governed by a foreign law (which will typically include *inter alia* claims from derivative contracts and foreign bank accounts), an *in rem* security interest must be created in accordance with such foreign law. The statutory pledge and the foreign law security interest secure claims of the covered bondholders and also secure (in accordance with the terms of the covered bonds) other claims connected with the issuance of the covered bonds, such as derivative contracts used for hedging purposes. The statutory pledge and any foreign law security interest are held by the bondholder agent for the account of the secured parties. The Secondary Covered Bond Legislation provides that in order for a foreign law asset, governed by an EU law that is not Greek law, to be included in the cover pool a legal confirmation that the established foreign law security is valid, in force and enforceable must be submitted to the Bank of Greece (along with other documents).

Claims comprised in the cover pool are named in a document (defined elsewhere in this Base Prospectus as a Registration Statement) signed by the issuer and the bondholder agent and registered in a summary form including the substantial parts thereof, in accordance with article 3 of Greek law 2844/2000. The form of the Registration Statement has been defined by Ministerial Decree No. 95630/8-9-2008 (published in the Government Gazette No 1858/B/12-9-2008) of the Minister of Justice. Receivables forming part of the cover pool may be substituted for others and receivables may be added to the cover pool in the same manner.

Article 14 of the Covered Bonds Law creates an absolute priority of holders of covered bonds and other secured parties over the cover pool. Upon registration of the Registration Statement, the issuance of the covered bonds, the establishment of the statutory pledge and the foreign law security interest and the entering into of all contracts connected with issuance of the covered bonds are not affected by the commencement of any insolvency proceedings against the issuer, securing thus the bankruptcy remoteness of the cover pool assets.

The interests of covered bondholders and other secured creditors are further safeguarded by providing that assets included in the cover pool may not be attached/seized. It is noted that this has the indirect result that the Greek law claims constituting covers assets are no longer subject to setoff. This is important, because under generally applicable law borrowers the loans to whom become cover assets would have had a right to set-off, which would reduce the value of the cover pool, all counterclaims (including deposits with the issuer) predating the creation of the pledge of the claims. Also, the issuer cannot dispose any cover pool assets without the written consent of the bondholder agent, unless otherwise set out in the terms and conditions of the covered bonds.

The segregation applies to all assets of the cover pool, even if their value exceeds the minimum overcollateralisation required by law. The remaining creditors of the credit institution will only have access to any remaining assets of the cover pool after the holders of the covered bonds and other creditors secured by the cover pool have been satisfied in full. In the event of insolvency or resolution of the issuer, covered bondholders and other creditors secured by the statutory pledge shall have dual recourse both to the cover pool as secured creditors and to the remaining assets of the credit institution ranking as unsecured and unsubordinated creditors in respect of the portion of their claims that is not paid off from the cover pool.

#### *Bankruptcy remoteness of and impact of insolvency proceedings on covered bonds*

According 7 of the Covered Bond Law, covered bonds do not automatically accelerate upon insolvency or resolution of the issuing credit institution.

According to article 21 of the Covered Bond law, in the event of the insolvency or resolution of an issuing credit institution, the appointment of a special administrator is required, to ensure that the rights and interests of the covered bond investors are preserved, including at least by verifying the continuous and sound management of the covered bond program during the necessary period. The special administrator is appointed by the bondholders' agent. The positive opinion of the Bank of Greece is required for the appointment and dismissal of the special administrator. The bondholders' agent can also assume the role of special administrator. The Bank of Greece may appoint a special administrator, if the bondholders' agent fails to do so.

The special administrator may sell and transfer the cover assets and use the net proceeds of such sale in order to discharge the obligations under the covered bonds and the other obligations which are secured by the statutory pledge, according to the terms of the covered bond programme. The special administrator may also transfer the cover pool assets, together with the liabilities under the covered bonds, to another credit institution that issues covered bonds.

#### *Asset-liability management*

Article 17 of the Covered Bond Law provides for the coverage requirements that must be met for the full duration of the covered bonds, including that all liabilities of the covered bonds must be covered by claims for payment attached to the cover assets. The calculation of the required coverage shall ensure that the aggregate principal amount of all cover assets exceeds by at least 5% the aggregate principal amount of the outstanding covered bonds ('nominal principle').

The Covered Bond Law authorises the Bank of Greece to issue decisions specifying the coverage requirements and potentially set the above overcollateralisation percentage higher in the case of high-quality assets under subpoint (ab) of subparagraph (a) of paragraph 1 of article 8 and depending on their type. Presently, though, such assets are not considered as eligible by the Secondary Covered Bond Legislation.

The Secondary Covered Bond Legislation (Chapter III, Section G) introduces two additional coverage requirements:

- The net present value of the liabilities deriving from the covered bonds and the other liabilities secured through the cover assets must not exceed for the duration of the issuance the net present value of the cover assets including derivatives contracts used to hedge risks of such assets. This requirement must be satisfied even in the hypothesis of a parallel movement of the yield curve by 200 basis points ('net present value test').
- The amount corresponding to the payments of interest to the covered bondholders must not exceed the amount of interest that is expected to be collected during a period of twelve (12) months from the cover assets ("interest cover test").

### *Liquidity Buffer*

Article 18 of the Covered Bond Law provides that the cover pool shall include at all times a liquidity buffer composed of liquid assets available to cover the net liquidity outflow of the covered bond programme. Such cover pool liquidity buffer shall cover the maximum cumulative net liquidity outflow over the next one hundred eighty (180) days. The cover pool liquidity buffer consists of the following types of assets, segregated in accordance with article 14:

- assets qualifying as level 1, level 2A or level 2B assets pursuant to the Commission Delegated Regulation (EU) 2015/61 are valued in accordance with such delegated regulation and are not issued by the credit institution issuing the covered bonds itself, its parent undertaking, unless it is a public sector entity that is not a credit institution, its subsidiary or another subsidiary of its parent undertaking or by a securitisation special purpose entity with which the credit institution has close links;
- short-term exposures to credit institutions that qualify for credit quality step 1 or 2, or short-term deposits to credit institutions that qualify for credit quality step 1, 2 or 3, in accordance with point (c) of Article 129(1) of CRR.

### *Extendable maturity structures*

The Covered Bond Law lays down the conditions under which extendable maturity structures are allowed, ensuring that the credit institution cannot extend the maturity at its discretion but only where objective and clearly defined trigger events have occurred or are expected to occur in the near future. The maturity extension triggers are specified in the contractual terms and conditions of the covered bond and the information to be provided to investors about the maturity structure should be sufficient to enable them to determine the risk of the covered bond. In the event of the insolvency or resolution of the issuing credit institution, maturity extensions do not affect the ranking of covered bondholders or invert the sequencing of the covered bond programme's original maturity schedule. The maturity extension does not change the structural features of the covered bonds regarding dual recourse and bankruptcy remoteness as referred in the Covered Bond Law.

### *Asset monitor*

The compliance of cover pool assets with the requirements of the Greek Covered Bond Legislation is monitored by an asset monitor that is an auditor independent from the issuer of the covered bonds and from the issuer's auditor (article 15 of the Covered Bond Law). In case the asset monitor finds that the cover pool assets do not comply with the requirements of the Greek Covered Bond Legislation, it shall immediately notify that issuer who must take action to remedy the default without delay. The Secondary Greek Covered Bond Legislation (Chapter III, Section I) provides that the asset monitor shall monitor:

- the observance of the limits of the cover assets and the coverage requirements for the duration of the issuance of covered bonds;
- the accuracy and completeness of the coverage requirements of article 17 of the Covered Bond Law and of Section H of Chapter III of the Secondary Greek Covered Bond Legislation;
- the accuracy of the cover assets and the observance of the provisions regarding valuation of such cover assets; and
- the observance of maximum percentages, as determined at the issuance of the covered bonds, regarding the composition of the cover assets.

The Asset Monitor shall compose an annual report regarding, inter alia, the control procedures undertaken, the findings regarding the calculation of cover assets, an analysis of the cover assets verifying the observance of the coverage ratios, the re-valuation of real estate assets securing loans that are part of the cover assets and other information detailed in the Secondary Greek Covered Bond Legislation. This report is submitted to the Bank of Greece by 31 March of each year.

### *Labelling*

Credit institutions issuing covered bonds are allowed to use the label 'European Covered Bond' only for covered bonds which meet the requirements laid down in the provisions of the Covered Bond Law. Furthermore, the label 'European Covered Bond (Premium)' may be used only for covered bonds which also meet the requirements of Article 129 of the CRR. Credit institutions notify the Bank of Greece, in the context of the issuance of the covered bonds, if they meet the requirements and if they intend to use the respective label.

#### *Reporting duties of the issuer to the supervisor concerning covered bonds and cover pool*

Credit institutions that issue covered bonds shall provide reports to the Bank of Greece containing information on the eligibility of assets and cover pool requirements, the segregation of cover assets, the functioning of the asset monitor, the coverage requirements, the cover pool liquidity buffer and the conditions for extendable maturity structures (article 22 of the Covered Bond Law).

#### *Grandfathering provisions*

The Covered Bond Law contains grandfathering provisions, in an effort to allow a smooth transition to the new framework and prevent any unintended market disruptions to the Greek covered bond programmes already established and to the covered bonds already issued thereunder. In this respect, covered bonds issued prior to 8/7/2022 that meet the requirements of Greek law 4099/2012 on UCITS, as in force at the time of their issuance, will not be subject to certain of the structural and supervisory requirements of the Covered Bond Law and will continue to be referred to as covered bonds pursuant to this law until their maturity. This will apply also to tap issues of covered bonds for which the opening of the ISIN is before 8/7/2022 for up to 24 months after that date, provided that those issues comply with all the following requirements:

- the maturity date of the covered bond is before 8/7/2027;
- the total issue size of tap issues made after 8/7/2022 does not exceed twice the total issue size of the covered bonds outstanding on that date;
- the total issue size of the covered bond at maturity does not exceed EUR 6,000 000,000;
- the collateral assets are located in Greece.

#### *Administrative penalties and other administrative measures*

Pursuant to articles 23 and 24 of the Covered Bond Law the Bank of Greece has a range of supervisory, investigatory and sanctioning powers under the Covered Bond Law, including the power to impose administrative penalties and other administrative measures on credit institutions who are in violation of the Covered Bond Law, including *inter alia* issuing covered bonds without obtaining the requisite permission in accordance with Article 21 of the Covered Bond Law or failure to comply with the requirements in Article 18 of the Covered Bond Law in respect of a liquidity pool buffer. Such administrative penalties and measures include withdrawal of permission for a covered bond programme, issuance of public statements, issuance of cease-and-desist orders and administrative pecuniary penalties.

### **The Secondary Covered Bond Legislation**

The Secondary Covered Bond Legislation was issued by the Bank of Greece on the basis of authorisations given by the Covered Bond Law and adopted detailed and specific implementation rules of the Covered Bond Law, including *inter alia* rules in connection with the supervisory recognition of covered bonds, the requirements as to the issuer's risk management and internal control systems; the eligibility criteria as to the initial cover pool and the substitution and replacement of cover pool assets; the requirements in respect of the ratio between the value of the cover pool assets and the value of covered bonds, the ratio between the net present value of liabilities under the covered bonds and the net present value of the cover assets, the ratio between interest payments on covered bonds and interest payments on cover pool assets and the revaluation of the value of the real estate

property mortgaged; the requirements for the performance of reviews and audits by the asset monitor; specific provisions regarding measures to be taken in the event of insolvency procedures in respect of the issuer; specific procedures for the submission of documents to obtain approval by the Bank of Greece in respect of the issuance of covered bonds; data reporting and disclosure requirements.

## THE ISSUER

### Introduction

The Bank is one of the four systemic banks in Greece and one of the largest financial institutions in Greece by market capitalisation, holding a significant position in Greece's retail banking sector with, as at 31 December 2022, 328 branches (including nine tellerless branches), one private banking unit and 1,485 Automated Teller Machines ("ATMs"). The Bank and its consolidated subsidiaries (the "Group") provide a wide range of financial services, including retail (such as mortgage lending and consumer lending), corporate and investment banking services, non-performing management, global transaction services, leasing, factoring, brokerage, real estate, asset management and insurance services, through the Group's network of branches and subsidiaries in Greece and abroad. More specifically, the Group operates in Greece but also abroad through its subsidiaries in North Macedonia and Cyprus.

The Group's principal sources of income historically have been interest earned on customer loans and debt securities and income from fees and commissions. The Group funds its lending activities and its securities portfolio principally through (i) customer deposits in its branch network, (ii) funding from the Eurosystem through the Targeted Longer-term Refinancing Operations ("TLTROs") with the ECB, (iii) repurchase agreements (repos) with major foreign financial institutions and (iv) wholesale funding through the issuance of (MREL-eligible) securities.

The Issuer's website is: <https://www.nbg.gr/en>. The information on the Issuer's website does not form part of this Base Prospectus unless such information is incorporated by reference (see "Documents Incorporated by Reference" above).

### History and Development of the Group

The Bank was founded in 1841 and incorporated as a *société anonyme* pursuant to Greek law as published in the Greek Government Gazette No. 6 on 30 March 1841 (registered number G.E.MI 237901000). The Bank's current corporate form will expire on 27 February 2053 but may be further extended by a shareholder resolution passed at a General Meeting (as defined below). The Bank is domiciled in Greece. The Bank's headquarters and its registered office are located at 86 Aiolou Street, 10559 Athens, Greece. The telephone number of the Bank is 181818 or +30 210 48 48 484 from abroad. The Bank operates under the laws of the Hellenic Republic.

The Bank has operated a commercial banking business for 182 years. Until the establishment of the Bank of Greece as the central bank of Greece in 1928, the Bank, in addition to commercial banking activities, was responsible for issuing currency in Greece.

### Revised Restructuring Plan as approved by the Directorate General for Competition on 10 May 2019 (the "2019 Revised Restructuring Plan")

The Group was subject to European Commission rules on EU State aid in light of the aid received from the HFSF and the Hellenic Republic. These rules were administered by the Directorate General for the Competition of the European Commission (the "DG Competition"). Under these rules, the Bank's operations were monitored and limited to the operations included in the Bank's *2019 Revised Restructuring Plan*, which aimed to ensure the Bank's return to long term viability.

The 2019 Revised Restructuring Plan was approved on 10 May 2019 by the European Commission. The 2019 Revised Restructuring Plan included a number of commitments to implement certain measures and actions (the "2019 Revised Restructuring Plan Commitments"). The 2019 Revised Restructuring Plan Commitments related both to domestic and foreign operations of the Group. Differentiations to the Bank's *2015 Restructuring Plan*, which expired on 31 December 2018, related

to the deepening of the Bank's operational restructuring, some amendments on the commitments and deadlines, as well as a commitment to sell the remaining stake (32.66%) in NBG Pangaea REIC (currently Prodea Investments S.A. ("**Prodea**")) in substitution for the commitment to dispose of its banking subsidiary in the SEE, Stopanska Banka A.D. – Skopje.

For domestic operations, the 2019 Revised Restructuring Plan Commitments related to constraining operating expenses, including the number of personnel and branches. In particular, the Commitments included the following:

- (a) a further reduction of the number of branches in Greece to 420 (by the end of 2019) and 390 (by the end of 2020). As at 31 December 2020, the Bank had reduced its branches to 365. The Commitment has been attained;
- (b) a further reduction of the number of employees in Greece to 8,600 as at 31 December 2019 and 8,000 as at 31 December 2020. As at 31 December 2020, the Bank had reduced the number of employees at domestic level to 7,762<sup>1</sup>. The Commitment has been attained; and
- (c) a further reduction of total operating expenses in Greece to €845 million for the year ended 31 December 2019 and €800 million for the year ended 31 December 2020. For the year ended 31 December 2020, the operating expenses amounted to €768<sup>1</sup> million. The Commitment has been attained.

The aforementioned Commitments have been fulfilled.

**Divestment of domestic non-banking activities:** In May 2019, the Bank had completed the sale of its remaining stake in Prodea. Regarding the Ethniki Insurance Company S.A. ("**Ethniki Insurance**" or NIC) , the transaction was closed on 31 March 2022 (see below "*Sale of a majority equity holding in Ethniki Hellenic General Insurance S.A.*"). The Commitment has been attained.

**Divestment from international operations:** The Bank reduced its international activities, by disposing of certain subsidiaries in the years 2016 to 2019. The only non-complete divestment from international operations, since the Bank complied with its commitments with the run-off of NBG Cyprus Ltd assets, relates to the branch network in Egypt ("**NBG Egypt**"). In May 2021, an official approval was received by the Central Bank of Egypt for the downsize and ultimately ceasing of the Bank's operations in Egypt.

As communicated by DG Competition in June 2022, the restructuring period and the mandate of the Monitoring Trustee for NBG has ended, as NBG complied with its commitments with the exception of the run-off of NBG Egypt. It is noted that the size of asset deleveraging remaining in NBG Egypt is very limited compared to the overall assets NBG deleveraged, and that NBG exceeded the overall level of deleveraging required by the commitments of its Restructuring Plan. The effort to complete the wind-down of NBG Egypt is in progress. (See also p. 17-18 of the 2022 Annual Financial Report under *Board of Directors' Report "Key Highlights – 2019 Revised Restructuring Plan"*, as incorporated by reference in this Base Prospectus.

## **Divestments of subsidiaries**

### *Planned disposals of subsidiaries under 2019 Revised Restructuring Plan Commitments*

#### **Sale of a majority equity holding in Ethniki Hellenic General Insurance S.A.**

On 24 March 2021, the Bank's Board of Directors (the "**Board**") approved the sale of the 90.01% out of 100.00% stake in NIC and authorised the Bank's senior management ("**Senior Management**") to

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<sup>1</sup> Excluding Ethniki Hellenic General Insurance S.A.

proceed with the signing of the Share Sale and Purchase Agreement (“SPA”) with CVC Capital Partners (“CVC”) on 26 March 2021. The transaction was approved by the Extraordinary General Meeting of NBG’s Shareholders held on 21 April 2021.

The closing of the transaction took place on 31 March 2022, following the reception of the required supervisory approvals by national and EU authorities.

#### *Other divestments*

##### Planned divestment of CAC Coral Ltd

On 16 October 2020, the Bank announced that it had entered into a definite agreement with Bain Capital for the disposal of its 100% stake in a Cypriot Credit Acquiring Company, CAC Coral Ltd (**Project Marina**), which contains a portfolio of non-performing corporate, SME and consumer and mortgage loans with a total Gross Book Value of approximately €325 million (€200 million of allocated collateral value) as of 30 June 2019. The portfolio consists predominantly of legacy non-performing loans. The transaction is being implemented in the context of NBG's NPE deleveraging strategy and in accordance with the Operational Targets submitted to the SSM.

The closing of the transaction took place on 15 July 2022, following the reception of the required approvals by the competent regulatory authorities.

#### *Other transactions*

##### Strategic Partnership of NBG with EVO Payments Inc.

On 17 December 2021, the Bank announced that it had entered into a long-term strategic partnership with EVO Payments, Inc (“EVO”) to provide merchant acquiring and payment processing services.

Following the receipt of all required regulatory approvals, the Bank announced on 9 December 2022, that it has completed the sale of 51.00% of NBG Pay Single Member Société Anonyme (NBG PAY S.M.S.A.) share capital to EVO for a consideration of €158 million.

NBG PAY S.M.S.A. comprises NBG’s Merchant Acquiring Business following a spin-off. In addition, a long-term exclusive commercial agreement was signed between NBG, NBG PAY S.M.S.A. and EVO, where NBG will offer to its merchants the market-leading, card acceptance solutions of NBG PAY S.M.S.A., through the proprietary products and processing platforms of EVO.

Significant value creation is expected from the synergies that the partnership will create from combining NBG’s wide client base with EVO’s technological expertise in the payments business.

##### Strategic Partnership of NBG with Epsilon Net S.A.

Following its announcement on 16 November 2022 regarding the signing of memoranda of understanding (“MoU”) with EPSILON NET S.A. (“EPSILON NET”) and its main shareholder, the Bank announced on 4 May 2023 the signing of a binding agreement for the purchase of 7.5% of the total share capital of EPSILON NET held by the main shareholder at a price of €7.49/share (the “Initial Transaction”), as well as the possibility of acquiring a further 7.5% from the main shareholder three years after the completion of the Initial Transaction. The agreement with the main shareholder also provides for the execution of a long-term, exclusive partnership agreement between EPSILON NET and NBG for the joint design, development, and distribution of products and services focusing on strengthening and supporting entrepreneurship in Greece. Among other things, it involves the direct interconnection of EPSILON NET's business software systems (ERP, Commercial & Accounting Applications) with NBG's systems, utilising NBG’s sophisticated Open Banking platform in the area of Embedded Finance.

On 9 June 2023, the Bank announced the completion of the Initial Transaction and the signing of a long-term, exclusive partnership agreement as described above.

### **Ceasing of Group's operations in London, Malta and Egypt**

#### *NBG London Branch*

In May 2021, the Bank decided to cease its operations in the UK through its London branch, which is currently under liquidation.

#### *NBG Malta Ltd*

In October 2021, the Bank decided to cease its operations in Malta. Subsequently, on 11 August 2022, the subsidiary surrendered its banking licence and was placed into liquidation. Therefore, its name was changed from NBG Bank (Malta) Ltd to NBG Malta Ltd since it no longer qualifies as a financial institution.

#### *NBG Egypt Branch*

In May 2021, an official approval was received by the Central Bank of Egypt for the downsizing and ultimately cessation of the Bank's branch operations in Egypt (see above "2019 Revised Restructuring Plan"). NBG Egypt Branch is currently under liquidation.

### **Regulatory developments**

#### ***2022 ECB CLIMATE RISK STRESS TEST***

NBG successfully completed the 2022 Climate Risk Stress Test led by the European Central Bank ("ECB") under common methodological rules and scenario assumptions, in which 104 significant banks participated.

The Exercise was primarily prescribed by ECB as one of pivotal, but also mutually learning nature for all participating Banks and Supervisors, forming part of the green transition roadmap and effective management of climate risks. In this context, the 2022 Climate Risk Stress Test did not constitute a solvency exercise; its outcome is prescribed as informative to the Supervisory Review and Evaluation Process ("SREP") from a qualitative perspective, without a direct impact on capital through the Pillar 2 guidance.

NBG's overall performance was in line with the average of the EU-wide participating institutions. In terms of advancement in the internal climate stress-testing capabilities (qualitative part of the Exercise), the Bank ranked above the average of Total EU sample at Medium-Advance level, while in the domestic banking sector, NBG's overall transition impact on Business Model viability was assessed as of relatively lower risk (Advanced scoring).

The 2022 Climate Stress test outcome reflects the firm commitment and progress made by NBG, setting the basis for an effective climate risk management framework and timely adaptation of processes and strategies, including via ambitious plans for substantial investment in human and technical capabilities.

#### ***EU WIDE STRESS TEST 2023***

The EU-wide stress test exercise comprises one of the main supervisory tools to monitor and assess market developments and identify potential risks and vulnerabilities stemming from the micro-prudential level. The EBA is mandated to initiate and coordinate the EU-wide stress tests, in

cooperation with the European Systemic Risk Board (ESRB), aiming to assess the resilience of financial institutions to adverse market developments, as well as to contribute to the overall assessment of systemic risk in the EU financial system. The EBA's EU-wide stress tests are conducted in a bottom-up fashion, using consistent methodologies, scenarios and key assumptions developed in cooperation with the ESRB, the European Central Bank (ECB) and the European Commission (EC). One important element to be noted is that the exercise is conducted under a static balance sheet assumption, with starting point the end-of-year 2022.

On 31 January 2023, the European Banking Authority (EBA) launched the 2023 EU-wide stress test and released the macroeconomic scenarios. The adverse scenario is based on a narrative of hypothetical heightened geopolitical tensions, with high inflation and higher interest rates having strong adverse effects on private consumption and investments, both domestically and globally. The severe nature of the adverse scenario reflects a deliberate choice and reflects the purpose of the stress test exercise, which is to assess the resilience of the European banking system to a hypothetical severely deteriorated macro-environment.

NBG participates in the exercise as part of the EBA sample of Banks. The Bank has duly proceeded so far with the Advanced Data Collection (ADC) and 1st Full Data Collection (FDC1) submission cycles, in line with the official horizontal timeline.

The EBA expects to publish the results of the exercise at the end of July 2023. The outcome of the exercise will inform the 2023 Supervisory Review and Evaluation Process (SREP).

#### *MREL Requirements*

Under Directive 2014/59 (the “Bank Recovery and Resolution Directive” or “**BRRD**”), as amended by Directive 2019/879 (“**BRRD II**”), banks in the European Union are required to maintain a Minimum Requirement for own funds and Eligible Liabilities (“**MREL**”) which ensures sufficient loss-absorbing capacity in resolution. MREL includes a risk and a leverage-based dimension. MREL is therefore expressed as two ratios that both have to be met: (i) as a percentage of Total Risk Exposure Amount (“**TREA**”), (the “**MREL-TREA**”); and (ii) as a percentage of the Leverage Ratio Exposure (“**LRE**”), (the “**MREL-LRE**”).

Instruments qualifying for MREL are own funds (Common Equity Tier 1, Additional Tier 1 and Tier 2), as well as certain eligible liabilities (mainly senior unsecured bonds). Regulation (EU) No 806/2014 of the European Parliament and of the Council, as amended by Regulation (EU) No 877/2019 of the European Parliament and of the Council allows the Single Resolution Board (“**SRB**”) to set in addition to the MREL requirement, a “subordination” requirement, within MREL, against which only subordinated liabilities and own funds count.

On 22 December 2022, the Bank as being identified by the SRB as the Single Point of Entry (“**SPE**”) of the Group and the only entity required to maintain an MREL capacity, received from the Bank of Greece the SRB’s decision that should meet by 31 December 2025 an MREL target of 23.53% of TREA and 5.88% of LRE on a consolidated basis. In addition, as per the MREL decision the Bank should always meet from 1 January 2022 onwards, the requirement of 14.79% of TREA and 5.85% of LRE on a consolidated basis. To the above requirements the capital buffer requirement (“**CBR**”) must be added, which from 1 January 2022 stands at 3.25% and will stand at 3.53% from 1 January 2023 until 31 December 2025. The Bank maintains the MREL capacity required to meet both the LRE requirements and the 1 January 2022 interim binding target of 18.04 % of TREA (including CBR). Finally, according to the abovementioned SRB’s decision, for 2023 no subordination requirement is set for the Bank. More specifically, in 2022 and in the context of the Bank’s strategy to increase its MREL, the Bank proceeded with the following issuances:

- on 15 November 2022, the Bank completed the placement of €500 million senior preferred bonds with a coupon of 7.25% and a yield of 7.50%. The bonds mature in five years and are callable in four years;
- on 18 November 2022, the Bank completed the placement of €150 million senior preferred bonds with a coupon and yield of 6%. The bonds mature in 2.5 years and are callable in 1.5 years; and
- on 25 November 2022, the Bank completed the placement of GBP 200 million senior preferred bonds with a coupon and yield of 8.75%. The bonds mature in 4.5 years and are callable in 3.5 years.

### Major Shareholders

Following the resolution of the Bank’s Annual General Meeting (“AGM”) of 26 July 2018 the Bank’s share capital amounted to €2,744,145,459, divided into 914,715,153 common shares of a nominal value of €3.00 each.

By resolution of the AGM of 30 July 2021, it was decided to reduce the Bank’s share capital by €1,829,430,306 through reduction of the nominal value of each common registered share from €3.00 to €1.00, for the purpose of setting off equal cumulative accounting losses of previous years in the context of launching a Stock Options Program in accordance with Article 113(4) of Law 4548/2018. As a result, the Bank’s share capital would stand at €914,715,153.00 divided into 914,715,153 common shares of a nominal value of €1.00 each.

Following the above resolution and the required approvals by competent authorities, on 18 November 2021, the Bank announced the aforementioned share capital decrease by reduction of the nominal value of its shares, determining 22 November 2021 as the date of change of the nominal value of the Bank’s shares to €1.00.

Further to the above, the Bank’s share capital amounts to €914,715,153.00 and is divided into 914,715,153 common shares of a nominal value of €1.00 each.

### Common Shares

The following table sets forth certain information regarding holders of the Bank’s common shares, based on information known to or ascertainable by the Bank as at 19 June 2023:

	<b>31 March 2023</b>	
	<b>Number of common shares</b>	<b>Percentage holding</b>
HFSF .....	369,468,775	40.39%
Legal entities and individuals outside of Greece .....	457,829,186	50.05%
Legal entities and individuals in Greece .....	84,296,540	9.22%
Domestic pension funds .....	2,497,695	0.27%
Other domestic public sector related legal entities and Church of Greece .....	612,688	0.07%
Other .....	10,269	0.00%
Private placement by investors .....	—	—

<b>Total common shares .....</b>	<b>914,715,153</b>	<b>100.00%</b>
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The Bank’s ordinary shares are listed for trading on the Athens Exchange (“ATHEX”).

Other than the above, the Bank does not know of any other persons who, directly or indirectly, jointly or individually, exercise or could exercise control over the Bank.

As shown in the above table, other than the HFSF and the Capital Group Companies, Inc., no single shareholder owns 5.00% or more of the Bank’s common shares and voting shares.

### ***State Interests***

In the context of the recapitalisation in December 2015, the HFSF acquired 40.39% of the Bank’s share capital, which corresponds to 369,468,775 shares of which 13,481,859 shares used to fall under the restrictions of article 7a paragraph 2 of the HFSF Law. However, in accordance with article 7a of the HFSF Law as amended by Law 4941/2022 and in force the HFSF as of 16 July 2022, fully exercises voting rights corresponding to the total shares that it holds, *i.e.*, to 369,468,775 shares.

### **Relationship with the Hellenic Republic**

#### ***Hellenic Republic as Shareholder***

As at 31 March 2023, and following completion of the recapitalisation in December 2015, the HFSF owns 40.39% of the Bank’s common share capital. Also, various domestic pension funds own in total 0.27% of the Bank’s common share capital, and other domestic public sector related legal entities and the Church of Greece own in total 0.07% of the Bank’s common share capital. See also “*Risk Factors – Risks relating to the Bank’s Recapitalisation and Receipt of State aid*” and “*Major Shareholders*” above.

Moreover, for powers vested in the HFSF as it participates in the Bank, please also see “*Regulation and Supervision of Banks in Greece—The Hellenic Financial Stability Fund – The Greek Recapitalisation Framework*” below.

#### ***Hellenic Republic as Customer***

The Hellenic Republic, including state related entities, is a large customer of the Bank in terms of loans and deposits. As at 31 December 2022, 1.9% of the Bank’s outstanding loans were to the Hellenic Republic and state related entities, and 3.2% of the Bank’s deposits were from the Hellenic Republic and state related entities. The commercial relationship between the Bank, the Hellenic Republic and other state-owned enterprises is conducted on a normal “arm’s length” basis. The Bank believes that the commercially oriented strategy currently being implemented will continue for the foreseeable future.

#### ***Hellenic Republic as Regulator***

Through various agencies, including the Bank of Greece, the Hellenic Republic is also the regulator of the Group’s business activities. For more information see “*Regulation and Supervision of Banks in Greece*” below.

### **Organisational Structure**

Set forth below is a chart indicating the individual companies within the Group and the Group's participation (direct and indirect) in each company as at 31 December 2022.

<b>Primary Operating Area</b>	<b>Country of incorporation</b>	<b>Direct</b>	<b>Indirect</b>	<b>Total</b>
<b>Corporate &amp; Investment Banking</b>				
Ethniki Leasing S.A. ....	Greece	100.00%	—	100.00%
Ethniki Factors S.A. ....	Greece	100.00%	—	100.00%
Probank Leasing S.A. <sup>(3)</sup> .....	Greece	100.00%	—	100.00%
<b>International</b>				
National Bank of Greece (Cyprus) Ltd .....	Cyprus	100.00%	—	100.00%
National Securities Co (Cyprus) Ltd <sup>(2)</sup> .....	Cyprus	—	100.00%	100.00%
NBG Management Services Ltd .....	Cyprus	100.00%	—	100.00%
Stopanska Banka A.D. (Skopje).....	North Macedonia	94.64%	—	94.64%
Stopanska Leasing DOOEL <sup>(5)</sup> .....	North Macedonia	—	94.64%	94.64%
Bankteco E.O.O.D. ....	Bulgaria	100.00%	—	100.00%
NBG Leasing S.R.L. ....	Romania	100.00%	—	100.00%
NBG (Malta) Holdings Ltd <sup>(4)</sup> .....	Malta	—	100.00%	100.00%
NBG Malta Ltd <sup>(4)</sup> .....	Malta	—	100.00%	100.00%
<b>Global Markets &amp; Asset Management</b>				
National Securities S.A. ....	Greece	100.00%	—	100.00%
NBG Asset Management Mutual Funds S.A. ....	Greece	100.00%	—	100.00%
I-Bank Direct S.A. <sup>(7)</sup> .....	Greece	99.90%	0.10%	100.00%
NBG Greek Fund Ltd.....	Cyprus	100.00%	—	100.00%
NBG Finance Plc .....	UK	100.00%	—	100.00%
NBG Finance (Dollar) Plc <sup>(2)</sup> .....	UK	100.00%	—	100.00%
NBG Finance (Sterling) Plc <sup>(2)</sup> .....	UK	100.00%	—	100.00%
NBG International Ltd .....	UK	100.00%	—	100.00%
NBGI Private Equity Ltd <sup>(2)</sup> .....	UK	—	100.00%	100.00%
NBG Asset Management Luxembourg S.A. ....	Luxembourg	94.67%	5.33%	100.00%
<b>Insurance</b>				
NBG Insurance Brokers S.A. ....	Greece	100.00%	—	100.00%
<b>Other</b>				
NBG Property Services S.A. ....	Greece	100.00%	—	100.00%
Pronomiouhos Single Member S.A. Genikon Apothikon Hellados .....	Greece	100.00%	—	100.00%
KADMOS S.A. ....	Greece	100.00%	—	100.00%

<b>Primary Operating Area</b>	<b>Country of incorporation</b>	<b>Direct</b>	<b>Indirect</b>	<b>Total</b>
DIONYSOS S.A. ....	Greece	99.91%	—	99.91%
EKTENEPOL Construction Company S.A.....	Greece	100.00%	—	100.00%
Mortgage, Touristic Prottypos Single Member S.A. ....	Greece	100.00%	—	100.00%
Hellenic Touristic Constructions S.A.....	Greece	78.34%	—	78.24%
Ethniki Ktimatikis Ekmetalefsis Single Member S.A. ....	Greece	100.00%	—	100.00%
NBG International Holdings B.V.....	The Netherlands	100.00%	—	100.00%
ARC Management One SRL <sup>(1)</sup> .....	Romania	99.51%	0.49%	100.00%
ARC Management Two EAD <sup>(1)</sup> .....	Bulgaria	99.55%	0.45%	100.00%
Merbolium Limited (Special Purpose Entity) <sup>(6)</sup>	Cyprus	-	100.00%	100.00%
Cortelians Limited (Special Purpose Entity) <sup>(6)</sup>	Cyprus	-	100.00%	100.00%
Ovelicium Ltd (Special Purpose Entity) <sup>(6)</sup>	Cyprus	-	100.00%	100.00%
Pacolis Holdings Ltd (Special Purpose Entity) <sup>(6)</sup>	Cyprus	-	100.00%	100.00%

- (1) Special Purpose Entity in which the Bank is the primary beneficiary.  
(2) Companies under liquidation.  
(3) Probank Leasing has been reclassified to non-current assets held for sale.  
(4) In October 2021, the Bank decided to cease its operation in Malta through its subsidiary NBG Bank Malta Ltd and from 31 August 2022, the subsidiaries are under liquidation. NBG Malta Limited, formerly known as NBG Bank Malta Limited surrendered its banking license on 11 August 2022 and subsequently placed into liquidation.  
(5) Entity was established on 24 February 2022.  
(6) Entities are 100% subsidiaries of National Bank of Greece (Cyprus) Ltd from November 2022.  
(7) Liquidated in February 2023.

### **Credit Ratings**

The table below sets forth the credit ratings that have currently been assigned to the Bank by Moody's, Standard & Poor's and Fitch.

<b>Rating agency</b>	<b>Date of ratings</b>	<b>Long-term Issuer rating<sup>(1)</sup></b>	<b>Short-term Issuer rating<sup>(1)</sup></b>
Moody's.....	7 November 2022	Ba3	NP
S&P.....	25 April 2023	BB-	B
Fitch.....	30 January 2023	BB-	B

(1) A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time.

## BUSINESS OVERVIEW

### Introduction

The Bank is one of the four systemic banks in Greece and it holds a significant position in Greece's retail banking sector with, as at 31 December 2022, 328 branches, one private banking unit and 1,485 ATMs.

The Group's main activities at a glance are:

#### Continuing operations:

In Greece

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Retail banking  
Corporate and investment banking  
NPE management (Legacy Portfolio) &  
Specialized Asset Solutions  
**Other**  
Real estate  
Global Transaction Services  
Leasing  
Factoring  
Brokerage  
Asset management

Outside of Greece

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**Two banking subsidiaries**  
- Stopanska Banka A.D. – Skopje  
- NBG Cyprus Ltd  
**New leasing subsidiary**  
- Stopanska Leasing DOOEL

#### Discontinuing operations:

In Greece

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**One subsidiary in the leasing sector**  
- Probank Leasing S.A.

Following the respective Bank's decision in 2021, the Group ceased its operation in Egypt, Malta and NBG London Branch; therefore the NBG Egypt Branch, the NBG London Branch and the subsidiaries NBG Malta Ltd (formerly known as NBG Bank Malta Ltd) and NBG Malta Holdings Ltd are currently under liquidation.

The Bank is the principal operating company of the Group, representing 94.7% of the Group's total assets, excluding non-current assets held for sale, as at 31 December 2022. The Bank's liabilities represent 97.1% of the Group's total liabilities, excluding liabilities associated with non-current assets held for sale, as at 31 December 2022. While the Bank conducts most of the Group's banking activities, it is supported by two non-Greek banking subsidiary: Stopanska Banka A.D. – Skopje ("**Stopanska Banka**") and NBG Cyprus Ltd ("**NBG Cyprus**").

The Bank holds significant positions in many financial services products in Greece. Based on internal analysis, as at 31 December 2022, of the Bank's published financial statements based on IFRS regarding the Bank's outstanding amounts and the total market based on the Bank of Greece's Statistical Bulletin of Conjunctural Indicators, the Bank had significant market share of mortgage loans in Greece, with a share of 25.6% (*source: Bank of Greece, Statistical Bulletin of Conjunctural Indicators, Table IV.16 Domestic MFI Credit to domestic individuals and private non-profit institutions by loan type*) and holds a significant position in core deposits (which consist of sight

deposits and savings accounts and exclude repos and time deposits), with a market share of 29.1% (source: *Bank of Greece, Statistical Bulletin of Conjunctural Indicators, Table IV.11.1 Deposits/Repos by domestic enterprises and households with OMFIs*). See also below the table with the Group's estimated market shares "*Banking Activities in Greece – Retail Banking*" below.

## **NBG's Transformation Programme**

Building upon its long-lasting tradition of trust and service to society, the Bank embarked on a large-scale transformation programme in the second half of 2018, in response to the challenges and tapping the business opportunities presented by the rapidly changing economic and banking landscape, committing to the delivery of aspiring financial and operational targets (the "**Transformation Programme**").

Through more than four years of implementation, the Transformation Programme has delivered impressive results in terms of core profitability fully in line with the Bank's financial and business targets – and tangible improvements to NBG's business and operating model. The Transformation Programme has been designed and is being delivered across workstreams, each led by a senior executive of the Bank.

## **Strategic Priorities for 2023-2024**

Between 2023 and 2025 the Bank will pursue the following strategic priorities:

1. **Best Bank for our Clients:** Further boosting revenue generation through an increased focus on cross-selling and fee generation opportunities in Retail banking, and through deepening large client relationships and broadening the SME client base in Corporate banking:
  - in the case of Retail banking, we are further strengthening our relationship managers' frontline (primarily for the Small Business and Premium segments), with a stronger focus on fee-generating products (e.g., investment products, cards and bancassurance), and further enhancement of sales capacity through third party partnerships (e.g., retailers, e-commerce, agents).
  - in the case of Corporate banking, we are further strengthening the relationship managers' frontline with a comprehensive set of commercial tools, enabling them to spend more time on sales of lending and non-lending products in collaboration with the Corporate Transaction Banking (CTB) unit.
  - across Retail and Corporate, we are enhancing our range of solutions to enable the transition of households and businesses to a more sustainable model. A core part of our strategy remains to support Greek businesses in capturing opportunities in the context of the Recovery & Resilience Facility (RRF), including funding for investments in the context of green transition.
  - across segments, usage of advanced analytics improves commercial productivity, while digital channels and strategic partnerships with third parties play an increasingly important role in onboarding, engaging, and selling to customers.
2. **Specialized Asset Solutions:** Completing the clean-up of the Bank's balance sheet, targeting non-performing exposures (NPEs) of approximately 3% of gross loans by 2025, while retaining best-in-class capital ratios. Additionally, a new business setup aims at capturing new revenue generation opportunities in the emerging ecosystem of investors and servicers (e.g., acquisition financing, REOCo financing).

3. **Efficiency & Agility:** Further enhancing efficiency and productivity through continuous improvements in the Bank’s business and operating model and reducing areas of significant external spend such as real estate, factoring in a flexible working model.
4. **Technology & Processes:** Implementing the new Core Banking System (CBS) to enable revenue generation and cost efficiencies in the medium term, enhancing digital and data infrastructure, as well as migrating to a cloud-enabled environment; rolling out the required infrastructure to transition to a paperless operating model across the organisation and further optimizing core processes (both customer-facing and internal) through simplification, centralization, and automation levers (incl. the application of new technologies, such as RPAs, AI and OCR).
5. **People, Organization & Culture:** Enabling the transformation through a modern HR framework. After successfully rolling out a new performance management system (PMS) coupled with a new incentive scheme for all the Bank’s employees, our priorities in the next horizon include continuing to modernize HR processes and practices to attract, mobilise and incentivise our people; further developing our talent through flagship leadership programmes as part of the NBG Academy platform and rolling out comprehensive actions to enhance the Bank’s corporate culture and desired behaviours in line with our core values.
6. **ESG:** Incorporating climate-related and environment (C&E) considerations in the Bank’s business strategy, including setting specific targets with respect to our direct and indirect Greenhouse Gas (GHG) emissions, and capturing business opportunities in green, sustainable and transition finance, as households and businesses transition to a more sustainable model. Additionally, addressing the business challenges and managing the risks emanating from climate and environment change and adhering to the highest disclosure standards, including non-financial and ESG reporting.

### **About Environment, Social and Governance**

In 2021, NBG launched a holistic Environmental, Social and Governance (“**ESG**”) effort to ensure compliance with evolving regulatory framework, fulfilment of its commitment to the Principles for Responsible Banking (“**PRB**”) of the United Nations Environment Program Finance Initiative (“**UNEP FI**”) and implementation of ESG best practices across the Bank's organisation (covering management of credit and other types of risk, business strategy, products and services, reporting, as well as efforts to reduce NBG’s direct and indirect emissions footprint). In line with the above, NBG has continued with further shaping its strategy and deepening the integration of ESG aspects, starting by integrating the ESG elements of climate and environmental into our activity and operations.

Our ESG Management Committee, chaired by the Chief Executive Officer (“**CEO**”), governs all strategic decisions related to ESG, while a new Board Committee on Innovation & Sustainability has come into force to oversee ESG forward-looking matters. NBG has integrated the management of ESG topics across the three lines of defence, with the appointment of specific roles and responsibilities within existing organizational units, as well as the establishment of new ESG related teams. In this context, a new independent sector, the Climate & Environmental Strategy Sector, has been set up to define, coordinate and monitor implementation of Climate & Environmental Strategy across the first line. A dedicated Group Corporate Social Responsibility & Sustainable Development Division has been established under the Group Chief Compliance and Corporate Governance Officer to oversee compliance and reputational risk matters pertaining to corporate social responsibility, sustainability, and climate change. Finally, a dedicated team within the Strategic Risk Management Division oversees C&E factors across risk types.

### **Banking Activities in Greece**

In this section, financial information pertaining to the Bank relates to banking activities in Greece.

Most of the Bank’s banking business from continuing operations is domestic and includes retail, corporate and investment banking. Banking activities in Greece include the Bank’s domestic operations, **Ethniki Leasing** and Ethniki Factors S.A. (“**Ethniki Factors**”). The Group’s domestic banking operations accounted for 95.4% of its total lending activities as at 31 December 2022 (the “**Domestic Banking Loans**”) and for 96.7% of its deposits as at 31 December 2022 (the “**Domestic Banking Deposits**”).

In 2022, Bank’s net performing loan book expanded by €2.5 billion (equivalent to +10.1% y-o-y), driven by disbursements of €6.7 billion (+36.7% y-o-y), mainly to corporates.

The following table sets forth details of the domestic loans before allowance for impairment and deposits as at 31 December 2021 and 31 December 2022.

	As at 31 December				As at 31 December			
	2021				2022			
	Loans		Deposits		Loans		Deposits	
	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total
(€ million, except for percentages)								
Retail <sup>(1)</sup> .....	10,861	35.7%	38,311	74.3%	10,399	29.4%	40,235	75.4%
Corporate .....	19,043	62.5%	11,501	22.3%	24,287	68.7%	11,402	21.4%
Public Sector .....	549	1.8%	739	3.4%	671	1.9%	1,718	3.2%
<b>Total</b> .....	<b>30,453</b>	<b>100.0%</b>	<b>51,551</b>	<b>100.0%</b>	<b>35,357</b>	<b>100.0%</b>	<b>53,355</b>	<b>100.0%</b>

(1) Retail loans include consumer loans, personal loans, mortgages, automobile financing, loans to SMEs and credit cards

The Bank aims to attract domestic deposits from retail and corporate customers through:

- wide coverage of the Bank’s domestic branch network;
- digital banking platforms to ensure nationwide service availability to its customers;
- the respected status of the Bank’s brand name among a large segment of the population; and
- a broad range of services and products offered by the Bank.

Furthermore, the Bank accelerated its digital transformation and introduced new digital functionalities:

	Key digital metrics	New digital functionalities
<b>Onboard</b>	<ul style="list-style-type: none"> <li>• <b>Digital subscribers</b> 3.7 million (+7.4% y-o-y).</li> <li>• <b>Mobile app downloads</b> 3.6 million (+22.0% y-o-y).</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Digital onboarding</b> enhancements.</li> <li>• <b>Online Sole Proprietorship onboarding</b> via NBG Mobile Banking (January 2023).</li> </ul>
<b>Engage</b>	<ul style="list-style-type: none"> <li>• <b>Digital active users (12 months)</b> 2.7 million (+10.5% y-o-y).</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Contactless Payments via Mobile Banking:</b> NBG cards on Google Pay and Apple Pay.</li> <li>• <b>FX transfers</b> for all bank customers.</li> </ul>

	<ul style="list-style-type: none"> <li>• <b>Digital active users (1 month):</b> 2.3 million (+10.6% y-o-y).</li> <li>• Request for remittances' fate and request for amendment via Internet Banking.</li> <li>• Internet &amp; Mobile Banking based on <b>Accessibility Compliance</b> standards for people with disabilities.</li> <li>• <b>Instant notifications</b> service for business users.</li> <li>• Second Authentication Factor using <b>Push OTP</b>.</li> </ul>
<p><b>Gross-sell</b></p>	<ul style="list-style-type: none"> <li>• <b>Digital sales</b> c.275 thousand products (+25.1% y-o-y).</li> <li>• <b>Expansion of online repayments to a wide range of</b> lending products.</li> <li>• <b>New products added in the digital sales portfolio</b> (new credit card offering, Money Box savings tool, New Generation investment).</li> <li>• Increase of <b>Express personal loan</b> credit limit from €2,000 to €6,000.</li> </ul>
<p>NBG is widely recognised for its digital offering, ranking among the top digital champions in Deloitte's Global Digital Banking Maturity Survey for 2022, out of a global sample of more than 300 incumbent and challenger banks.</p>	

Finally, the Retail Banking & Corporate Banking Division through its independent Segment Risk & Control Sector, proceeded with the following actions across the whole Retail & Corporate Banking Function:

- further enhancement to Internal Control System;
- alignment of its activities with those of the Risk and Control Functions, as well as Group Internal Audit;
- achievement of a high degree of readiness and compliance against all regulatory obligations, as well as increased risk and control awareness.

### ***Greek Banking Distribution Channels***

As at 31 December 2022, the Bank operated in Greece through 329 branches (including nine tellerless branches and one private banking Unit). As at 31 December 2022, the Bank operated 1,485 ATMs, 857 (offsite) of which were situated in key locations such as supermarkets, metro stations, shopping centres, hospitals and airports (55% of the Bank's ATMs are equipped with cash deposit devices).

In 2011, the Bank created the first "i-bank store", an innovative concept store which provides visitors with a true "phygital" (physical and digital) banking experience. As at 31 December 2022, the i-bank stores have already been transformed into a new type of branch called "Retail i-bank tellerless", which provides the same services as a retail branch except for teller transactions. As at that date there were 9 such units.

In addition, since the end of 2014, the Bank has developed "i-bank Pay Spot", an integrated payments service for retail stores that allows consumers to make payments (mostly bill payments) in non-banking, convenient locations around Greece.

With "i-bank Pay Spot", consumers can pay in cash or by debit/credit card more than 300 bills (utilities, telecoms, insurance companies, etc.) in small retail stores in their neighbourhood (kiosks,

newsstands, pharmacies, grocery stores, etc.). Consumers can also pay debts to public authorities (e.g. assessed tax debts, road tax for cars and motorcycles, etc.) and top up their fixed/mobile/internet connection. There are more than 2,500 i-bank Pay Spots already operating around Greece and the Bank aims to further expand the network.

The Bank's branches are located in almost every major city and town in Greece. Approximately 45% of the Bank's branches are located in the Attica and Thessaloniki prefectures, the major population centres in Greece. The Bank is engaged in a continuous process of rationalising the organisation of its branch network in order to reduce costs, primarily by centralizing back-office functions to free more employees to work on sales activities directly with customers. In addition, the Bank is continuing to consolidate redundant branches in order to maintain equivalent geographic coverage at a lower cost.

As at 31 December 2022, registered customers in digital channels reached 3.7 million, while the transactions performed through digital channels increased by 17.5% compared to the corresponding period last year.

### **Retail Banking**

All of the Group's retail banking activities in Greece are conducted by the Bank. The Bank offers retail customers a number of different types of deposit and investment products, as well as a wide range of traditional banking services and products.

The following table illustrates the Bank's estimated market share in Greece for certain categories of retail banking activities as at the dates indicated (*source: Bank of Greece, Statistical Bulletin of Conjunctural Indicators*):

	As at 31 December		As at 31 December
	2020	2021	2022
Mortgage lending (balances).....	19.4%	26.1%	25.6%
Consumer loans and credit cards (balances) .....	11.5%	15.7%	16.3%
Core deposits(1).....	31.2%	29.8%	29.1%

(1) Core deposits consist of sight deposits and savings accounts and exclude repos and time deposits.

The Bank believes that its strong corporate image and brand recognition in Greece, its large customer base and its digital business, network of branches and ATMs are advantages that will facilitate the Bank's access to a diverse depositor base in Greece, providing the Bank with a large, stable and low cost source of funding.

2022 was a stimulating year for the Retail Banking Division. The increased geopolitical uncertainty, the resilient inflationary pressures and the growing uncertainty over potential economic recession, urged the Bank to react through innovation and extroversion in order to overcome any impediments, showing immediate reflexes along with effective leadership. Furthermore, the Transformation Program continued at its pace, with a wide range of strategic initiatives being delivered. Hence, in 2022, the Retail Banking Division continued its overwhelming growth based on the implementation of the following key initiatives:

**Customer-centric service model:** The customer-centric service model aiming to strengthen customer's relationship with the Bank, through increased customer penetration, services usage and dedicated relationship managers for specific high-value segments. Organizational business needs are supported by a staffing model that is yearly redefined through continuous education on customer experience and integrity selling. Tellerless type of branches were also introduced during 2022.

To reinforce customers' loyalty and engagement, the "Go4More" program provides an effective tool to promote products and services to different clientele segments. Thus, Go4more expanded further its merchant network and upgraded its technical functionalities to respond to client's needs and preferences, strengthening the already aware profile of the Bank in matters of society and environment. More precisely, "THE GREEN CITY" recycling rewards program was added to "Go4More" partners' network, a collaboration that enables members of both programs to convert the points from recycling to Go4More points, supporting in practice Bank's commitment to a more sustainable tomorrow.

**Mortgage Lending:** the adoption of various strategic / tactical actions led to increased disbursements, achieving Bank's targeted market share. More specifically:

- Increased simplification of the end-to-end mortgage loan disbursement processes, through centralization and automation.
- Optimized the "mortgage loan application" through internet banking contributed to the further reduction of Branch Network workload.
- Adopted a competitive pricing of variable rates products, while adding mixed interest rate options for the funding of Bank's owned residential properties.
- Enhanced sales further through existing and new partnerships with main market brokers, providing new competitive features.

**Consumer Lending:** The Bank continued granting loans of the co-funded "EXOIKONOMO-AUTONOMO" program, regarding energy efficiency and residence autonomy improvement, with 100% subsidy of interest rate and zero fees.

Moreover, the Bank achieved new partnerships with market-leading retailers, capturing new marketplaces while grew existing key partnerships. Finally, through coordinated actions, it improved its overall positioning regarding car financing through dealers/ third parties, focusing also on used vehicles.

**Small Business Lending:** In 2022, the Bank significantly increased its disbursements and market share, mainly due to the design and implementation of a Small Business value-proposition , which offers new products, while maintains its customer-centric approach, supporting small businesses in these challenging economic times.

Thus, the Bank continued its active participation and cooperation with State and European programs, providing products through the European Investment Fund ("EIF") and the Hellenic Development Bank ("HDB"). At the same time, it managed to offer a more preferential pricing for green energy investment projects, competitive in market respect, either through special products, such as programs through European Investment Bank ("EIB") or through Bank's own funds

Moreover, in order to further strengthen disbursements on business loans, the Bank actively started cooperation with third-party companies, such as accounting offices, consultancy firms, and other;

A significant initiative regarding repricing to Key Accounts segment clientele, was extensively implemented during the year.

Finally, during 2022, a redesign project was finalized establishing a new operational model in the underwriting process, improving the overall performance of Small Business underwriting centers. Specifically, further automations and improvements have been introduced in the collection of data and information for applicants, the required documents accompanying the applications and use of pricing applications. In parallel, the new operational model offers a high level of standardization in the

underwriting process and reduces the required “time to yes”. These enhancements were also supported by revised credit sanctioning guidelines and manuals which introduce alternative swim lanes in credit assessment based on the fulfillment of a number of criteria related to operational complexity of applications and the risk profile of the SMEs / guarantors / applicant’s shareholders.

**Cards (issuing & acquiring):** The Bank, in its endeavor to upgrade its products and achieve its strategic goal for increasing the credit cards’ portfolio, launched three new credit cards: silver, gold, black, adding new, attractive features such as concierge service, a wide range of insurance benefits, free FX, etc. In addition, cards’ plastics were redesigned in vertical orientation and aesthetically improved. Inclusion of the entire card’s portfolio in digital wallets has been completed. The Bank utilized all its resources, in order to alternate its processes for card acquisition, so that they become simpler and more customer friendly. Courier service is activated for sending and collecting client documents as well as an application was launched for remote documents signing (e-signature). The Bank entered into a new strategic agreement with Mastercard targeting the further growth of NBG cards portfolio. Completion of the acquiring business carve out via our strategic partnership with EVO Payments and the formation of NBG Pay S.M.S.A..

**Investments: the Bank:**

- a) Launched and continuously enhanced new and innovative products and services, namely
  - i. Structured Investment Product “New Generation”: initially launched with partial capital guarantee and further enhanced to offer full capital guarantee plus minimum guaranteed return at maturity.
  - ii. Fixed-term Mutual Fund “Delos Extra Income” with attractive annual dividend and return prospect at maturity
- b) Boosted investment fee revenue through the introduction of a tiered entry-fee pricing scheme.
- c) Enhanced investments on digital offering, enabling acquisition of selective investment products via internet banking
- d) Launched an “end-to-end investment journey” reengineering initiative within the context of the Bank’s Transformation program, which has already yielded significant results.

**Deposits: the Bank:**

- a) Expanded fund transfers digital capability whilst deploying know-your-customer (“KYC”) controls.
- b) Increased deposit and intermediation fee revenues through re-pricing of specific products and services, such as deposit bundles and transfer of funds

**Bancassurance:**

During 2022, new contract sales continued recording growth (+ 19.5% y-o-y). In terms of product offering, a new Unit-linked Single Premium product was launched with 80% “protection”. Moreover, a combined product proposal was introduced for customers who participate in a new Unit-linked Single Premium product, to exclusively participate in a “New Generation” investment product with 100% capital guarantee and minimum guaranteed return at maturity.

Approximately 26K collateral properties, from a loan portfolio managed by third party servicer (“Cairo (I & II)” project), were insured.

Furthermore, in the context of salesforce insurance sales culture enhancement, classroom sales training courses were conducted for Branch Network employees in close collaboration with NIC. Finally, an end-to-end process was designed for the promotion of Bancassurance products via outbound telemarketing.

**Private Banking:** Sales volumes and RoA remained at 2021 levels with clients rebalancing their portfolios towards lower risk exposures. Market revaluation effect on AUM was fully recovered by new AUM additions mainly from existing AUM deepening and referrals coming from Premium segment. Portfolio performance was enhanced by a prompt switch from equities to selective short duration fixed income positions. Cash and near cash positions presented an anemic increase compared to 2021 levels.

**Premium Banking:** the Bank:

- a) improved Premium Banking service delivery by (i) designing and implementing clientele segmentation in a way to provide discrete service model and value proposition for each sub-segment, (ii) establishing scheduled appointments as the leading offer of premium banking service and (iii) conducting customer surveys;
- b) boosted investment product sales by designing and implementing: (i) innovative investment products with partial capital guarantee adapted to premium banking customers, (ii) focused training workshops and pilot training programs enhancing premium banking RMs and (iii) investment training tool in order to allow premium banking RMs to familiarize with the available options for each investment profile and develop an integrated investment plan for the premium banking customers.

**Mass segment:** the Bank:

- a) successfully implemented the annual informational and promotional campaigns plan, that aimed at communicating to customers at the right time, via all available channels, the appropriate offer of high fee generating products;
- b) strengthened the cybersecurity strategy by improving the technical infrastructure, developing new card and account protection functionalities, and implementing information and education campaigns, aiming at maintaining the balance between customer experience and the transaction security.

**Branch network:** Optimisation of branch network footprint and migration of transaction to ATM/APS continued (currently 118 onsite lobby ATMs and 358 APSs), with targeted unit mergers, aiming at saving resources and rationalizing its operation. Specifically, 12 branch mergers were completed within 2022. As of 31 December 2022, the NBG Network consisted of 345 Units (328 Branches including 9 Retail i-bank Tellerless, 16 Transaction Offices and 1 Branch Annex).

Furthermore, the branch network has been equipped with new PC terminals while the digital signature functionality was extended. More than 3,000 employees were trained on customer experience and sales. At the same time, key business processes re-engineering continued, improving further the customer experience and freeing time for dedicated staff to concentrate on other customer-servicing / sales activities. Indicatively, some of them are:

- the automation and/or redesign of transaction controls;
- the centralisation of small business import/export documentation collection as well as that of corporate and SMEs administrative activities;
- the activation of the eGov-KYC feature in branch tablets; and

- the deployment of new scanner equipment at the branch staff services

To enhance the disengagement of the Network from non-sales related operations, a Special Operations Unit was established and is hosted in Stadiou Branch, carrying out specific non-cash operations for selected customers of large branches.

**Digital business:** In 2022, the Bank strengthened its digital offering to its business customers with new solutions and functionalities; the Bank expanded online repayment to a wide range of lending products and set instant notifications service. In addition, FX transfers and request for remittances' fate or amendment were made available via internet banking for all Bank customers. Furthermore, the Bank enabled contactless payments via mobile with Google Pay and Apple Pay (expanded functionality for credit cards), and boosted sales by adding new products to its digital portfolio of products: new credit cards, Money Box savings tool, New Generation investment and the increase of the Express personal loan credit limit to €6 thousands.

Moreover, aiming at further protecting its customers against phishing, the Bank enabled accounts and cards' security settings management via digital banking.

As part of the integration with eGov KYC, customers have the capability to update their personal ID via digital channels without uploading any documents or visiting a branch.

Finally, at the end of 2022, the Bank increased customer convenience by offering all Bank's cardholders the ability to simply tap their card on any Near Field Communication ("NFC") enabled ATM.

Finally, the Retail Banking Division through its independent Segment Risk & Control Sector, continued addressing the following actions across the whole Retail Banking Function:

- Enhancement of the Internal Control System.
- Alignment of its activities with those of the Risk and Control Functions, as well as Group Internal Audit.
- Achievement of a high degree of readiness & compliance against all regulatory obligations, as well as increased risk and control awareness.

### Retail lending

The following table illustrates the domestic retail lending portfolio before any expected credit losses ("ECL") allowance:

	As at 31 December		As at 31 December
	2020	2021	2022
	In €000		
Consumer (auto financing, other, consumer lending and credit cards).....	1,639	1,427	1,427
Mortgages.....	8,946	8,075	7,608
SBL.....	1,516	1,359	1,364

## **Consumer Lending Products**

The Bank continued gaining disbursement market share across consumer lending categories, through sale of products via Branch network & Digital Channels and increased sales in new cards through “new generation” products. Also continued further expanding partners’ network, its current competitive advantage, maintaining a market share above 50% in consumer loans through third party retailers.

The Bank’s domestic disbursement market share across all consumer loans and credit cards is constantly increasing, from 11.5% as at 31 December 2020, to 15.7% as at 31 December 2021 and 16.3% as at 31 December 2022.

In order to enhance consumer lending several campaigns have been designed and/or launched, providing specific consumer loan products with favourable terms to preselected clientele. Furthermore, aiming to improve customer experience, the maximum loan amount and duration of express personal loans were increased, now offering instant cash up to €6,000 and repayment up to 60 months.

Additionally, in the past four years the Bank has continued focusing on “green” banking, by participating in the “Energy Efficiency at Household Buildings II” programme, which includes loans with favourable terms and conditions for energy improvements at home.

With regard to new business development, apart from the promotion of the Bank’s products through its branch network, the Bank is now in a position to cater for shifting market trends and support extensive B2C and B2B financing solutions, including car purchase, electric/electronic appliances purchase and related services and energy/eco financing via strategic partnerships with retail chains, market places, car importing companies or dealers and energy trade and supply companies.

Opting to support this, the Bank has been able to invest and capitalise on key collaborations, in order to expand its respective market shares and penetration rates, through innovative and advanced products that involve swift and safe processes, an extensive network of sales persons, one-stop-shop/BaaS services and second-to-none functionalities. As a result, more than half of the Bank’s consumer lending disbursements currently take place through these channels, with partners increasingly participating in delinquencies, partly or in total.

Cards business in general continues its dynamic growth leaving a strong imprint throughout the domestic market. The Bank has a dominant position in the Debit & Prepaid cards market. Its strategic goal is to further increase its Credit Cards Portfolio. In the context of this strategic objective, the Bank has repositioned itself in the market by designing 3 new Credit Card packages. Simultaneously the Bank is boosting its new Credit Card sales with an emphasis on Cross Selling.

The optimisation and automation of the Bank’s lending procedures, the digitalisation of customers’ services and the exploitation of various cross selling initiatives, are a part of the Bank’s Transformation Programme towards consumer lending.

In the context of implementing a broader strategic Transformation plan, aiming to respond to new challenges of a dynamic and competitive Banking environment, the Bank decided to adopt the vertical hierarchy scheme in order to be aligned with the EU/UK practices. Therefore, NBG Retail lending regulation in Greece is currently under revision, adopting a vertical hierarchy scheme, consisting of:

- an overarching/ high level Credit Policy document, which articulates the key principles;
- a separate Retail Credit Sanctioning Guidelines document, which addresses the Bank’s underwriting criteria; and

- two procedural manuals (one for individuals retail lending and another for SBL), which complement and further specify the Credit Sanctioning Guidelines accordingly.

The new hierarchy scheme is expected to be in effect within 2023. Risk based pricing, credit policy and rules are still embedded in the Bank's underwriting systems, to safeguard the new business expansion.

The balance of the domestic consumer loan portfolio (personal loans, auto financing, other consumer lending and credit cards) before any allowance for ECL decreased from €1,639 million as at 31 December 2020, to €1,427 million as at 31 December 2021, and to €1,427 million as at 31 December 2022.

### Mortgage Lending Products

According to Bank of Greece residential real estate price indices of Q4 2022, it is estimated that in the fourth quarter of 2022 apartment prices (in nominal terms) increased on average by 12.2% compared to the corresponding quarter of 2021, while for 2022 apartment prices increased at an average annual rate of 11.1%, compared to an increase of 7.6% in 2021. The continued increase in rental prices combined with the accumulated need during the ten-year financial crisis to acquire a house for owner-occupancy can fuel demand for mortgages (for purchases as well as for renovation purposes). The Bank offers funding solutions to both existing and new clientele, having repriced mortgage loan products, whereas mixed interest rate products for funding of NBG owned residential properties have been launched.

The adoption of various strategic / tactical actions led to increased disbursements, achieving Bank's targeted market share. More specifically, further improvements were introduced aiming to optimize customer experience and minimise transaction time, e.g., centralisation of all partial disbursements, optimisation of mortgage loan application through internet banking, increase in loan to value ratio by 5%, initial partial disbursement upon provision of the building permit in case of house construction.

Opting to support Bank's expansion of mortgage loans' market share, the Bank has currently invested in key collaborations with major real estate agents and brokers, aiming to exploit their extensive network of salespersons and one-stop-shop services across Greece. In that context, a discrete centralised swim lane for ML applications via real estate agents was established, leading to a simpler, more efficient and personalised operating model. As a result, a significant proportion of the Bank's mortgage lending disbursements (already 14% for 2022) takes place through this alternative channel, which approaches, at present, 14% with a dynamic of doubling this figure by next years.

High expectations for new disbursements reflected in this year's results: €302 million for year ended 31 December 2022 vs €167 million for the year ended 31 December 2021 and €99 million for the year ended 31 December 2020.

Respectively, the Bank's domestic disbursement market share in mortgage loans increased from 19.4% as at 31 December 2020 to 26.1% as at 31 December 2021 and to 25.6% as at 31 December 2022.

As part of the Bank's Transformation Program, further actions to offload Branches from back-office tasks, speed up the overall mortgage loan process and optimize customer experience are under way.

In the context of implementing a broader strategic Transformation plan, aiming to respond to new challenges of a dynamic and competitive Banking environment, the Bank decided to adopt the vertical hierarchy scheme in order to be aligned with the EU/UK practices. So, NBG Retail lending regulation in Greece, is currently under revision, adopting a vertical hierarchy scheme, consisting of:

- an overarching/ high level Credit Policy document, which articulates the key principles

- a separate Retail Credit Sanctioning Guidelines document, which addresses the Bank's underwriting criteria and
- two procedural manuals (one for individuals retail lending and another for SBL), which complement and further specify the Credit Sanctioning Guidelines accordingly.

The new hierarchy scheme is expected to be in effect within 2023. Risk based pricing, credit policy and rules are still embedded in the Bank's underwriting systems, to safeguard the new business expansion.

As at 31 December 2022, the residential mortgage loan portfolio, before any ECL allowance, was €7,608 million, compared to €8,075 million at 31 December 2021 and €8,946 million at 31 December 2020.

### *Small Business Lending Products*

The Bank's Small Business & Retail Lending Division (“**SB & RL Division**”) is the unit responsible for managing credit provision to small businesses with annual turnover of up to €2.5 million and total exposure of up to €1.0 million, in accordance with the Bank's applicable Credit & Collection policy and approved authority levels. It operates through credit centres in the main urban centres (Athens, Thessaloniki), which handle small business loan credit applications. During 2022, a redesign project has been completed establishing a new operational model in the underwriting process. More specifically, further automations have been introduced in the collection of data and information for applicants, the required documents accompanying the applications and further automations are planned to be introduced in 2023, including the new combined SB Credit Risk models.

These enhancements are supported by revised Credit Sanctioning guidelines & manuals, which introduce alternative swim lanes in credit assessment based on the fulfillment of a number of criteria related to operational complexity of applications and the risk profile of the SMEs/guarantors/applicant's shareholders. Criteria are checked automatically to a great extent through a decision engine, enabling thus to establish “auto swim lanes” – reject or approve, based on the fulfillment of specific criteria and enabling the improvement in overall performance of Credit centers (in terms of time required for the credit decision).

One of the main responsibilities is the development of the relative SBL products in order to offer a full range of financial solutions to the customers. Apart from the development of new products related to the standard types of loans offered by the Bank, the unit also cooperates with national and European bodies in order to offer special products and financial instruments, such as, ERDF, EAFRD, EGF Pan-European, and TEPIX 2. The aim of these programmes is to provide SMEs with the necessary support for their growth funds, while reducing:

- the need for collateral thanks to the guarantee provided to the Bank by the EFSI (EaSI and ERFD, EAFRD EGF Pan-European) with the support of the European Union and by HDB (State Guarantee Fund, TMEDE) with the support of the Greek government;
- the cost of financing, since a zero-interest rate is applied on 40% of the loan thanks to the non-interest-bearing portion of the financing supplied by HDB.

With the participation of HDB, the Bank launched:

- the State guarantee working capital programme, exclusively for very small businesses with turnover up to €200,000: 80% of the loan is guaranteed by HDB, with a total duration of up to five years, and the amount can reach the lesser of the following, €50,000 or 25% of 2019 turnover. Starting from 15 October 2021, the perimeter of the Programme has been expanded to include small businesses with turnover up to €1,000,000, while the amount reached the

lesser of the following, €250,000 or 25% of 2019 turnover (other terms being the same). The Program was terminated on 30 June 2022, as scheduled;

- co-financing working capital loans with interest rate subsidy with the HDB for working capital financing up to €50,000 to small and very small businesses, operating in the Western Macedonia region (“Development Fund of Western Macedonia” or “TADYM”). The Programme was terminated, due to consumption of the budget, on 31 October 2022;
- State guarantee working capital programme with the participation of HDB through the Guarantee Fund HDB – EPWCF (Engineers and Public Works Contractors Fund), applicable to SMEs: 80% of the loan is guaranteed by HDB, with a total duration of up to five years, and the amount can reach the lesser of the following, €200,000 or 25% of 2019 turnover or twice the total annual wage bill. The Programme was terminated on 30 June 2022, as scheduled; and
- co-financing loans for investment plans with the HDB for loan amounts from €25,000 up to €1,500,000, applicable to SMEs (TEPIX 2 – BF1). The programme is expected to be terminated as scheduled on 31 October 2023.

With the participation of EIF, the Bank offered:

- Loan Guarantee Program – EaSI COVID-19 for very small businesses with the participation of EIF up to €50,000. 68.8% of the loan is guaranteed by EIF. The Program was terminated on 30 June 2022, as scheduled.
- Loan Guarantee Programme – Pan-European (EGF) with the participation of EIF. The Programme consists of 2 different contractual agreements (Sub-Programmes), the Uncapped and the Capped. The first with a budget of €1.25 billion and the second with a budget of €350 million. The maximum loan amount for the Uncapped sub-programme is up to €5 million (terms and conditions apply) for a duration up to 10 years and for the Capped is up to €2.57 million (terms and conditions apply) for a duration up to 5 years. For both Subprogrammes 70% is guaranteed by EIF duration.

Moreover, the Bank will continue offering:

- Loan Guarantee Programme – ESIF EAFRD Greece under the rural development programme for loan amounts from €10,000 up to €5,000,000: 80% is guaranteed by EIF. The programme is applicable to SMEs which implement investments in agricultural holdings and processing, marketing and/or development of agricultural products.
- Loan Guarantee Programme – ESIF ERDF for loan amounts from €10,000 up to €1,875,000 and loan total duration from 12 months to ten years: 80% is guaranteed by EIF. The programme is applicable to microenterprises (including natural persons) and SMEs. The loan purpose may cover the following categories:
  - investment in tangible or intangible assets; and/or
  - working capital; and
  - transfer of propriety rights in enterprises.

Furthermore, due to the increased demand for investment loans in the production of energy from photovoltaic systems, the Bank proceeded with the repositioning of the photovoltaic power station loans with favourable terms.

In order to further facilitate market expansion and enhance market penetration, with respect to the SB finance, the Bank is currently fostering key collaborations with major accounting offices and consulting companies through a referral process. The primary goal is to promote synergies through the utilisation of their extensive network of sales executives and one-stop-shop services, both at major cities but also across the region. Preliminary results show noteworthy dynamic in disbursements originated from this alternative channel in order to further expand by next year.

The Bank's domestic disbursement market share across SB loans is constantly increasing, from 20.5% as at 31 December 2020, to 23.5% as at 31 December 2021 and 25.9% as at 31 December 2022. As at 31 December 2022, the domestic SBL gross outstanding portfolio, before any ECL allowance for impairment, was €1,364 million, compared to €1,359 million as at 31 December 2021 and €1,516 million as at 31 December 2020.

### Savings and Investment Products

Savings and investment products of the Bank are offered in Euro and in other currencies. In addition to other products, the Bank offers investment products with yields that are higher than its basic deposit products, including capital-guaranteed principal products, Greek government bonds and other bonds from the Bank's trading portfolio, repurchase agreements between the Bank and its clients and a wide range of mutual funds and unit trust products provided by NBG Asset Management Mutual Funds S.A. ("**NBG Asset Management**"), which is 100% owned by Group companies. See "*Global Investment & Asset Management*" below.

### *Corporate and Investment Banking*

2022 has been a challenging year, with the Russia - Ukraine crisis, inflation and interest rate increase still being the primary factors for economic development around the world. Many major clients have prepaid their exposures as a result of excess liquidity combined with the high benchmark interest rates in global markets.

The main objective of the Bank's Corporate and Investment Banking ("**CIB**") business is to provide its clients with tailor made solutions, acting as their main partner bank to facilitate their growth plans, fully meet their needs in respect of credit and non-credit products and services, while generating value for both sides of the banking partnership, thereby ensuring sustainable revenues and profitability of the Bank.

The Bank offers corporate clients a wide range of products and services, including financial and investment advisory services, deposit accounts, loans denominated in euro and other currencies, foreign exchange services, standby letters of credit and financial guarantees, insurance products, custody arrangements and trade finance services.

The Bank extends financing to all sectors of the economy. As at 31 December 2022, domestic commercial lending amounted to €24,287 million and represented 68.7% of the total domestic loan portfolio of the Group, compared to €19,043 million as at 31 December 2021, representing 62.5% of the total domestic loan portfolio of the Group

The Bank lends primarily in the form of short-term credit lines and medium/long-term loans. Apart from financing, the Bank provides standby letters of credit and financial guarantees for its customers, which amounted to €4,907 million as at 31 December 2022 compared to €3,224 million as at 31 December 2021 and €2,790 million as at 31 December 2020.

*Corporate banking includes the following divisions:*

**Large Corporate:** The Large Corporate portfolio is being handled by two separate divisions with distinctly separate structure and clientele. One division deals with large groups and companies from €200 million annual turnover and above (on a consolidated basis). The other division focuses in mid-capitalisation companies (with €50 million to €200 million annual turnover) and other specialised categories (such as intragroups, Greek state related entities, *etc.*).

**Structured Financing:** Following its structural reorganization over the past years, the Structured Financing business is now a core growth arm of the CIB. It focuses on originating, managing and executing wholesale, event-driven primarily, financings across four pillars:

- Energy Project Finance
- Real Estate Finance
- Concessions, Infrastructure & Advisory
- Leveraged Acquisition Finance

Transactions are mostly executed on a non-recourse basis, either in bilateral or syndicated format, mobilising the team's in-house placement capabilities. Beyond customary support of local sponsors, Structured Financing is particularly focused on facilitating foreign direct investment ("FDI") of diverse investors in Greece across the aforementioned financial sectors.

**Medium-Sized Businesses (SME):** This part of the CIB's portfolio (including businesses with annual turnover between €2.5 million and €50 million, or Small Business with total exposure to the Bank exceeding €1 million, or initially originated from the Bank's SME Division) was broadly affected by the ongoing pandemic and is in need of proper support. The timely and targeted actions of the Division are expected to assist our customers in weathering this new financial challenge and keep our focus on tapping into the potential of the Greek economy.

In this deteriorated financial environment, the Bank's long-term strategy to ensure a steady flow of liquidity to businesses that continue to invest in competitiveness and innovation, while extroversion is considered paramount in the Business Plan's agenda. At the same time, the Bank participated in several favorable business financing programs in cooperation with European organizations, such as the EIB and the EIF.

**Shipping Finance:** Greece is one of the world's largest ship owning nations with a long-standing tradition in Shipping. Shipping has been one of the most important sectors of the Greek economy with the Bank being one of the key participants in Greek Shipping Finance, the activities of which are carried out through its dedicated Piraeus-based shipping unit.

The Bank has traditionally provided long-term ship financing for the last 60 years, mainly to shipping companies trading in the dry bulk and wet sectors, while gradually expanding to more specialized markets with a consistent view to asset quality, managing risk and enhancing the portfolio's profitability.

In 2022, several events affected shipping business in a local or even global scale, disrupting supply chains and reshuffling major shipping routes; port congestions due to increased consumer demand and COVID-induced lockdowns, the Russia-Ukraine war leading to higher fuel prices and longer trade routes, together with a manageable pace of growth in the vessels' supply (mostly due to technological uncertainty reasons), favoured all shipping markets to a lesser or greater extent. During this period, the Bank has continued to steadily expand its customer base and balances, while further leveraged the potential of its existing, high-quality clientele, successful relationships. Changes in the regulatory

framework regarding the operation of vessels and environmental protection are still under way and are expected to impact the shipping markets over time. The Bank monitors the environmental aspects closely as well as the technological developments regarding the gradual replacement of fossil fuels by more environmental-friendly ones for ship propulsion.

### *Investment Banking*

NBG's Investment Banking Division provides advisory services to a wide range of corporate clients, institutions, public authorities, shareholders and PE firms across several industries, relating to mergers and acquisitions, privatisation projects, as well as valuations, financial restructurings, capital structure analysis etc. Additionally, it provides advisory and underwriting services in Greek Capital Market transactions (ECM & DCM). Throughout 2022 and up to the date of this Prospectus, NBG Investment Banking Division continued to provide advisory and underwriting services to a number of corporate clients in relation to ECM and DCM transactions as well as M&A advisory services.

### *NPE management (Legacy Portfolio) & Specialized Asset Solutions*

NPE Management (Retail Collection Unit & Special Assets Unit): The Bank under the **Trouble Asset Unit** ("TAU") has established two dedicated and independent internal units, one responsible for the management of the Bank's retail loans (the **Retail Collection Unit** ("RCU")) and the other for the Bank's corporate delinquent exposures (the **Special Assets Unit** ("SAU")). The two units have the end-to-end responsibility for their respective troubled asset exposures. Regarding corporate governance, the units report to the General Manager – Head of Legacy Portfolio & Specialized Asset Solutions, as well as to a dedicated Arrears and **non – performing loans** ("NPL") Management Committee, which in turn reports to the Board Risk Committee. Furthermore, there are tangible Group initiatives regarding the management of real estate, related to workout actions (auctions, foreclosures and repossessions) with strong involvement of the Group Real Estate Management experts and the monitoring by the Senior Executive Committee.

In 2022, TAU reorganized in order to achieve a more efficient operational model. All Small Business exposures below €1 million were transferred from SAU to RCU resulting to a more transparent NPE management solution for Corporate and Retail exposures.

Total NPE portfolio at Group level amounted to €1.8 billion as at 31 December 2022 compared to €2.3 billion as at 31 December 2021.

Following NBG's decision to not proceed with the carve out the TAU, the Bank is in the position to:

- control NPE inflows;
- preserve balance sheet health; and
- explore opportunities arising in the secondary market that evolves from the workout of NPE portfolios that have exited the banking system.

To this end, in 2022, the Bank established the **Specialized Asset Solutions Unit** (see section below "*Specialized Asset Solutions*") responsible for the end to end coverage of the respective market, by offering a full spectrum of financing solutions (i.e., portfolio acquisition, REOCo financing, Real Estate financing to end buyers) to the ecosystem of NPE's servicers and investment funds.

### *Retail Collections management*

The RCU was established in 2010 as the independent and centralized unit of the Bank responsible for the management of delinquent, non-performing and denounced retail that are: A) 1+ days past due ("dpd") and B) current (0 dpd) and classified as Forborne Exposures ("FPE" & "FNPE"). As at 31

December 2022 and 2021, the retail NPE loan portfolio under RC management amounted to €0.8 and €0.9 billion respectively. As at 31 December 2020 the relevant figures under management were €2.2 billion (including Frontier II). Moreover, as at 31 December 2022, forborne exposures (forborne non-performing exposures and forborne performing exposures) amounting to €2.1 billion were under RC management (31 December 2021: €2.6 billion and 31 December 2020: €3.1 billion ((including Frontier II))

The RCU's strategy for managing delinquent retail clients is performed through a combination of channels, such as the Internal Collections Centre ("ICC"), dedicated personnel in the Bank's branch network, external debt collection agencies and external law firms. The RCU determines the strategy (*i.e.* collection, restructuring or legal) for each borrower in accordance with a framework that utilises available loan and borrower data. It makes extensive use of information technology, call strategy and monitoring tools in the ICC to perform rigorous collections in the early stages of delinquency, while outsourcing certain cases to external agencies which are given incentive-based remuneration. For restructuring, the RCU utilises the ICC, the branch network and legal offices to communicate with borrowers. Factors, such as the income and living expenses of the borrower, the presence and amount of collateral and the days past due of the loan are utilised with the support of tools (such as the 'Algorithm') to provide borrowers with viable modification solutions. The products employed by the RCU in respect of restructurings include features such as the request for additional collateral coverage, maturity extension, interest rate reduction, monthly payment reduction for up to six years, or partial debt forgiveness (split balance) that provides incentives to remain current (with provisional forgiveness at maturity). After mid-stage delinquency, legal action can be initiated in parallel, utilising legal offices (internal and external). The Bank's actions can escalate from denouncement up to collateral foreclosure and auction in order to achieve debt recovery.

#### Special Assets Unit

The SAU established in June 2014, is an independent and centralized unit, with end-to-end responsibility for the management of Large Corporate, SME, Shipping NPEs.

After reorganisation, SAU consists of three divisions and one new TAU Strategy & Projects sector. Two out of three Divisions focus on Corporate NPE management/administration and the third on planning and controlling issues

Borrowers of Corporate NPE management division are segmented into three categories based on the following criteria:

- Large Corporates ("LCs"): Group of customers with annual turnover above €50 million, or initially originated from the Large Corporate Division and complex deals.
- SMEs: Customers with annual turnover between €2.5 million and €50 million, or Small Business with total exposure to the Bank exceeding €1 million, or initially originated from the SME Division.
- Shipping: Customers with operations related to the shipping sector.

As at 31 December 2022, the Corporate NPE loan portfolio under SAU management amounted to €0.6 billion compared to €0.8 billion as at 31 December 2021, and €1.5 billion as at 31 December 2020. The SAU proposes customised loan modification and debt restructuring solutions to enterprises that are facing difficulties meeting their obligations and have operational and financial weaknesses.

There is a clear prioritisation strategy per portfolio managed, based on aging, size, collateralisation levels and status of legal actions. The SAU assesses the creditworthiness of the borrower using analytical tools and metrics, taking into consideration a number of factors, including but not limited

to: cooperativeness of the borrower, the size of exposure, the borrower's viability and debt repayment capacity, collateral levels, market and competitive conditions and the industry in which it operates. Based on the results of its assessment, the SAU proposes customised loan modification and restructuring solutions for the borrowers' loans, also taking into consideration the results of a "net present value" tool. A number of restructuring products and debt settlement solutions for small customers respectively are also in place.

As at 31 December 2022, forborne exposures (forborne non-performing exposures and forborne performing exposures) amounting to €0.4 billion were under SAU management (31 December 2021: €0.5 billion and 31 December 2020: €0.8 billion).

### Specialized Asset Solutions

Given the ending phase of the NPE deleveraging process, the rehabilitation of these portfolios serves as an opportunity for NBG to diversify and enhance its sources of income. While servicers are speeding up efforts to meet agreed business plans, NBG aim is to capture opportunities arising from the workout of sold/securitized portfolios.

In particular, NBG is focusing on the following key strategies and aims to be the Bank of first choice in this emerging market:

- i) Acquisition Financing: Selective financing of NPE portfolio buyers in primary & secondary market.
- ii) REOCo financing: Financing of NPE portfolio buyers or Real Estate portfolio investors to acquire Real Estate collaterals (and subsequently sell them).
- iii) Real Estate Financing: Financing of end buyers of Real Estate assets (individuals & businesses) through a referral framework with key market participants or ad hoc transactions.
- iv) Reperforming portfolio acquisition (as and when the market matures in accordance with EBA guidelines).

Ultimately, the Specialized Asset Solutions aims to bring rehabilitated assets and borrowers back into the banking system, actively supporting in this way the effort to increase the bankable population of the country after years of crisis and balance sheet deleveraging, supporting the further growth of the Greek economy.

To this end, the new Unit has managed to complete several transactions in 2H.22, reaching and exceeding its 2022 target of €200 million disbursements, while building significant pipeline for 2023.

### NPE reduction plan

From December 2015 to December 2022, the Group achieved a reduction of €22.6 billion of its legacy NPE stock, through a combination of organic and inorganic actions. The NPE ratio dropped from 46.8% to 5.2% post to the Project "Frontier" derecognition and the Project "Frontier II" classification as Held for Sale. More specifically, NPE reduction continued in 2022, with the stock of domestic NPEs reduced further by €0.5 billion to €1.6 billion, reflecting mainly inorganic actions (see below "*Disposal of NPE portfolios*").

Domestic NPE ratio dropped by c. 180 basis points ("bps") to 5.1% in 4Q.22, with NPE coverage at 88.4% from 77.5% in 4Q.21.

International NPE ratio and coverage in 4Q.22 settled at 7.6% and 73.7%, respectively.

Furthermore, as per the regular ECB calendar, the Bank's revised NPE targets for the 2023-25 period were submitted to the Single Supervisory Mechanism (SSM) on 31 March 2023. The objective of the revised 3-year Plan, which forms integral part of the Group Business Strategy, is to actively pursue a credible NPE ratio improvement, leading to a level aligned with the EU average (~3%) by 2025.

### **Disposal of NPE portfolios**

In the context of the Bank's NPE deleveraging strategy and is in line with the Operational Targets submitted to the SSM, the Bank has entered into definitive agreements for the disposal of the following non-performing portfolios:

- In July 2022, following the relevant announcement on 16 October 2020 and the reception of the required approvals by the competent regulatory authorities, the Bank completed the disposal of its 100% stake in a Cypriot Credit Acquiring Company, CAC Coral Ltd ("**Project Marina**") to Bain Capital, which predominantly contained a portfolio of legacy of non-performing corporate, SME and consumer and mortgage loans with a total Gross Book Value of approximately €325 million (€200 million of allocated collateral value) as of 30 June 2019 (see above "*Other divestments – Planned divestment of CAC Coral Ltd*").
- In February 2021, NBG announced that it had completed the disposal of a non-performing, predominantly secured, corporate loan portfolio ("**Project Icon**") with total principal amount as at 30 June 2019 of €1.6 billion (€0.6 billion of allocated collateral value) to Bain Capital.
- in May 2021, following the relevant announcement on 22 December 2020, the Bank completed the disposal of a Romanian-risk corporate NPE portfolio ("**Project Danube**") with a total GBV of €174 million (€102 million of allocated collateral value) to Bain Capital.
- in December 2021, the Bank decided the disposal of the non-performing leasing exposures including: the sale of Probank Leasing S.A. shares, the sale of the Bank's leasing portfolio (ex-FBB) and the sale of NBG Leasing S.A. lease portfolio ("**Project Pronto**"). The gross book value of the Bank's and NBG Leasing's leasing portfolios, at the same date, amounted to €51 million as of the 31 December 2022. The transaction is estimated to be completed within the second half of 2023, subject to required approvals.

### **NPE securitisations**

#### ***Project "Frontier"***

On 17 December 2021, the Bank completed the Frontier transaction, which involves the securitisation of a portfolio of NPE with a total gross book value of approximately €6 billion as of 30 June 2020, following fulfillment of all conditions' precedent, including receipt of all necessary approvals. The portfolio consisted of secured Large Corporate, Small and Medium Enterprises (**SMEs**), Small Business Lending (**SBL**), Mortgages and Consumer Loans.

NBG retained 100.0% of the Senior Notes, which are guaranteed from the State under the Hellenic Asset Protection Scheme (**HAPS** – see below), selling 95.0% of the Mezzanine and Junior Notes to the consortium consisting of affiliates of Bain Capital Credit (**Bain Capital**), Fortress Investment Group and doValue Greece.

The Bank has also serviced the portfolio on behalf of the noteholders for the period between 17 December 2021 and 4 February 2022, when the migration of the portfolio to the long-term servicer (doValue Greece) took place.

Project “Frontier” represents a landmark transaction for the Bank. Specifically, the transaction (i) received two credit ratings, (ii) was not associated with a hive-down and (iii) is serviced by a servicer not arising from a carve out from the bank itself.

### ***Project “Frontier II”***

In the context of deleveraging its NPEs through inorganic actions and according to its NPE Divestment Policy, the Bank decided the disposal of a portfolio of Greek Non-Performing Exposures in the form of a rated securitization that will utilize the provisions of HAPS, known as Hercules II. The portfolio includes secured Large Corporate, Small and Medium Enterprises, Small Business Lending, Residential Mortgage loans and Consumer loans with a total gross book value of approximately €1.0 billion (as of the cut-off date 31 December 2021).

On 29 July 2022, the Bank announced that it has entered into a definitive agreement with funds managed by Bracebridge Capital LLC for the sale of 95% of the Mezzanine and Junior notes. NBG will retain the 100% of the Senior notes and 5% of the Mezzanine and Junior notes.

The transaction is estimated to be completed within the second quarter of 2023, subject to required approvals.

### ***Project “Solar”***

In December 2021, the Bank decided to launch the divestment of the secured portfolio of SMEs (**Project “Solar”**) with a gross book value c. €170 million as of 31 December 2021, through a joint securitisation process under the HAPS (see below).

In August 2022, the Bank together with the other Greek financial institutions submitted to the Greek Ministry of Finance a joint application for inclusion of the senior notes to be issued in the context of the Solar Securitisation in the HAPS scheme.

The transaction is expected to be completed within the second quarter of 2023, subject to required approvals.

### ***Hellenic Republic Asset Protection Scheme***

In December 2019, the Greek parliament voted for the creation of Hellenic Asset Protection Scheme (**HAPS**) (Greek law 4649/2019) also known as the “**Hercules Scheme**”. The Hercules Scheme will support banks on deleveraging NPEs through securitisation, with the aim of obtaining greater market stability. The participation in the Hercules Scheme is voluntary and open to all Greek banks and it does not constitute state aid as guarantees are priced on market terms.

Under the Hercules Scheme, the Hellenic Republic will provide guarantees up to €12.0 billion on the senior bonds of securitisations of NPEs. The Hercules Scheme will become effective only when the originator has sold at least 50% plus one of junior tranches (and mezzanine if any) and the notes are of such amount that allows the derecognition and the Significant Risk Transfer (**SRT**) of the customised receivables.

Moreover, in July 2021, following the approval from the DG Competition on 9 April 2021 and based on the Greek law 4818/2021, the “**Hercules**” Scheme (named also as **Hercules II**) was extended by 18 months with no material changes in terms (see “*Regulation and Supervision of Banks in Greece – Asset protection scheme for banks in Greece*”).

## ***Global Investment & Asset Management***

### *Treasury*

The Bank carries out its own treasury activities within the prescribed position and counterparty limits. These activities include:

- Greek and other sovereign securities trading;
- foreign exchange trading;
- interbank lending and borrowing in euro and other currency placements and deposits;
- repurchase agreements;
- corporate bonds; and
- derivative products, such as forward rate agreement trading, options and interest rate and currency swaps.

The Treasury is active across a broad spectrum of capital market products and operations, including bonds and securities, interbank placements in the international money and foreign exchange markets and market-traded and over-the-counter financial derivatives. It supplies the branch network with value-added deposit products, and its client base includes institutions, corporations, insurance funds and large private-sector investors. In general, the Bank enters into derivatives transactions for economic hedging purposes or in response to specific customer requirements.

The Bank is active in the primary and secondary trading of Greek government securities, as well as in the international Eurobond market, especially EGBs, EFSF and ESM issues. The Bank is a founding member of the Group of Greek Government Securities Primary Dealers which was established by the Bank of Greece in early 1998 and of the Group of EFSF-ESM Securities Primary Dealers which was established in 2010. In addition, it is a member of the EU Primary Dealer's Network which was established in 2021.

### *Group Real Estate*

Group Real Estate is responsible for the comprehensive management of the NBG Group's total real estate portfolio and for the provision of valuation and technical services on a fully integrated basis. The real estate portfolio is composed of properties owned or leased by the Group to house its operations (branch network, administrative offices and headquarters), the portfolio of repossessed assets ("REOs"), and special purpose vehicles housing large properties.

Over the past few years, Group Real Estate has undertaken an increasingly more important role in the Bank's strategic objectives, expanding its activities beyond its traditional real estate management activities to include asset repossession, maturation and divestment of properties, thereby actively contributing to the Bank's NPE reduction strategy and the overall targets of the Healthy Balance Sheet Workstream of the Bank's Transformation Program.

Despite turbulent market conditions globally, 2022 was the second year in a row of very successful property sales. REO divestment targets were exceeded, achieving a historic record period performance. More specifically:

- Total Group real estate sales reached 389 properties with value of c. €64 million, yielding significant profits.

- 377 properties with value of c. €44 million from the total sales were sold through the website portal, either via electronic tender or through the buy now process.

In the context of the Bank's Environmental Strategy, Group Real Estate completed several ESG implementation projects with respect to its buildings. The most notable were:

- the installation of sophisticated energy monitoring systems in buildings with high consumption levels;
- first year of operation of PV solar panel installation of 1.8 MW capacity on warehouse roofs of Bank's logistics subsidiary, covering more than half of total energy consumption;
- property energy efficiency upgrades, in the context of which lighting, heating and cooling systems were significantly upgraded;
- the installation of water consumption reduction systems in several buildings.

#### Strategic areas of REO business

Key drivers for REO's successful performance were the adoption of a new strategy for the comprehensive management of all promotional channels (electronic channels, brokers, branch network) and the transition from a traditional model of physical tenders to a more flexible, integrated model, in order to ensure the efficient exploitation of real estate portfolios with a large geographical spread.

More specifically, for the promotion of REOs, as well as other properties of the Group, an Agents' registry with nationwide coverage was created and, the web portal [www.realestateonline.gr](http://www.realestateonline.gr) was significantly upgraded, incorporating a platform for electronic tenders, ensuring transparency, greater efficiencies and further enhancing flexibility in real estate transactions.

As of 31 December 2022, there were 1,771 properties with value of c. €204 million ready for sale through the portal, with an additional c. 1,118 properties valued at c. €138 million to be uploaded within 2023 and a further c. 946 properties valued at c. €100 million to follow.

In addition to the above, as part of the Transformation Program, the remaining properties held in the Bank's legacy portfolio, consisting of c. 400 properties, were transferred to the REO Division for maturation and divestment, a process expected to last up to five years.

#### Property Management and Technical Services

The continuation and successful completion of the energy upgrading of the Group's buildings is a key target in the coming years, in order to further reduce the Group's carbon footprint.

Activities in 2022:

In 2022, the Property Management Division intensified its efforts on the Bank's Real Estate spending optimization objectives with respect to the Branch Network and Headquarters' Buildings under the relevant Transformation Program, reducing overall costs via lease terminations and subleasing of vacant spaces to third parties. In addition, the Property Management Division enlisted the assistance of expert advisors for the resolution of long-standing issues stemming from burdened legacy assets owned both by the Bank and Group's Special Purpose Vehicles ("SPVs"). Highlight of the period is the completion of the expropriation process (€5 million transaction) of a historic industrial complex in Elefsina ("Votrys Elaiourgeio").

Group Real Estate houses all the valuations and related real estate advisory activities of the Group through the Property Valuations and Advisory Division (“PVAD”). The PVAD is responsible for conducting all types of valuations, technical assessments & investment plan appraisals (e.g. hotels, malls, renewable energy plants, industrial plants) for movable (equipment, machinery, airplanes, intangible assets, goods & commodities) & immovable collateral assets. Moreover, it provides multifaceted relevant services and support to all Group Business Units (Corporate, Retail, TAU, Leasing, owned real estate assets) and ad hoc appraisal services to third parties. The PVAD has a total manpower of 54 experts (engineers & economists) and manages a network of c. 400 External Valuers throughout Greece.

With respect to the PVAD core service area, 2022 was a productive year with c. 50,000 valuations with a total value of c. €18 billion and an additional c. 25,000 valuation reviews. Furthermore, thanks to its professional expertise, PVAD offered valuation services to third-party institutional clients, the most notable being the revaluation of OTE Estate’s asset portfolio.

Overall, due to its unique expertise, PVAD crucially contributes to a significant number of regulatory projects and Bank initiatives, such as ESG related activities and financings.

The Technical Services Unit offers a wide spectrum of technical services to the NBG Group, starting from its services of facility management of Bank buildings, focusing primarily on maintenance and refurbishment of Group infrastructure and facilities (1,204 Sites), to the undertaking of specialized studies and projects, provision of certifications, surveys, property controls, and fire safety. In this context, the Technical Services Unit ensures the Group’s compliance with all rules and regulations of a technical nature pertaining to buildings.

In 2022 the most significant project initiatives of c. €25 million budget, were the:

- restructuring of the Branch Network and
- renovation of several Branches;

Furthermore, Technical Services Unit provided:

- technical advice to the Group’s warehouse subsidiary with respect to its new logistics expansion investment program and the extension of solar panel installations for further energy efficiencies; and
- technical support for the development and relocation of Stopanska Banka’s Headquarter Building in Skopje.

#### *Global Transaction Services*

The Global Transaction Services Division (“GTS”) of NBG serves the transactional product needs of Large Corporates, Small & Medium Size enterprises, Financial Institutions as well as Small Businesses and individuals. Products & Services offered include Payments Import & Export Collections, Letters of Guarantee (“LG”), Letters of Credit (“LC”), Stand By Letters of Credits (“SBLCs”), as well as structured financing solutions facilitating cross border Trade and covering the entire supply chain.

During 2022, GTS:

- effected drawdowns of €795 million via structured Trade financings and maintained a Letter of Guarantee book (incl. SBLCs) of €4.2 billion;

- maintained a leading market share in import and export products by SWIFT Traffic, as well as in local payments;
- won Global Finance “Best Trade Finance Bank” award for the 10th year in a row.

#### Strategic areas of GTS:

In the context of the Bank’s strategic Transformation Program that aims at improving the operational efficiencies and developing the expertise of GTS, the Bank is constantly investing in new technologies, with related projects being in full progress, offering clients integrated flows and instant messaging options.

Leveraging on NBG’s competitive advantages, GTS further develops the close cooperation and coordination with the Bank’s business and functional units, targeting “new to Trade” clients, further penetration to the existing client base and design/implementation of innovative solutions that will contribute to the improvement of profitability and operational cost measures.

Moreover, during the post COVID-19 period, GTS managed to respond in the best possible way to the Bank’s client requests, offering top quality services and subject matter expertise in Payments and Trade Finance solutions. Our goal remains to support in an efficient and consistent way our clients’ business and expansion plans in the international competitive landscape, offering specialized quality service, flexible solutions and quick response times.

Another pillar of the GTS Division is Correspondent Banking. The Bank maintains one of the largest domestic branch and international correspondent networks, offering a full range of transaction banking services, something that distinguishes us as the “Bank of First Choice” and trusted partner for most of the world’s leading Financial Institutions. Consistently, we meet the highest requirements for quality, timely and efficient transaction banking services supported by our dedicated, on-the-ground, Customer Service Team (Greek & English speakers).

#### GTS activities in 2022:

In Trade Finance, on a full year basis, c. 55% of Import transactions were conducted via digital platform i-bank Trade Finance. GTS has concluded both the integration and commercialization of the LG module into the new i-bank Trade Finance platform (with c. 20% of LGs from Corporate clients being executed via this digital channel), as well as the centralization of the Small Business clients’ LG book.

In parallel, we have kicked off the project of Optical Character Recognition (“OCR”)/Intelligent Character Recognition (“ICR”) implementation, to further automate Trade Finance transactions’ processing and address compliance challenges, with Funds Transfers & Collections transactions having gone live in December 2022. LCs & LGs are scheduled to follow in mid-year 2023.

Finally, GTS implemented the digital signature facility for the signing of Letter of Guarantee Application forms and contracts, aiming at further improving the clients’ experience and expediting the issuance & execution processes. The roll out of the digital signatures to the remaining Trade Finance product portfolio is in progress.

At the same time, GTS designed specialized and customized solutions, supporting our Greek clients in the realization of their business plans, offering access to markets of interest, at the optimal cost structures. Our trade desk in Cyprus is staffed by subject matter experts, offering advisory services and market intelligence.

In parallel, the EIB and European Bank of Reconstruction and Development (“EBRD”) Trade Facilitation programs, that NBG actively participates as Issuing Bank provide an extra Trade corridor for our clients, leveraging on our cooperation with international and supranational organizations.

In Payments, GTS has upgraded its Payments platform and was the first Bank in Greece to implement the European Instant Payments. In addition, GTS has launched Mass payments import files functionality, offering a Host to Host streamlined payments processing across corporate banking clientele. GTS also upgraded the post payment services in e-banking, improving customers’ experience for payments cancellation queries and investigations.

#### *Custodian Services*

The Bank offers custody services to domestic and foreign institutional clients, as well as to its retail customer base, covering the Greek and major international markets. For the coverage of international markets the Bank cooperates with top global custody providers and *International Securities Depositories*, while in the EEA, regional subsidiaries act as sub-custodians in the region.

#### *Asset Management*

The Group’s domestic fund management business is operated by NBG Asset Management Mutual Funds S.A. (“NBG Asset Management”), which is wholly owned by the Group and was the first mutual fund management company to be established in Greece. Set up in 1972, NBG Asset Management manages private and institutional client funds, made available to customers through the Bank’s extensive branch network. The company’s objective is to achieve competitive returns in relation to domestic and international competition.

As of 31 December 2022, the total assets under management in mutual funds and discretionary asset management amounted to €1.7 billion, with NBG Asset Management maintaining a market share in mutual funds in Greece of 8.9% (*Source: Hellenic Fund and Asset Management Association – report of 31 December 2022*). The number of clients serviced by NBG Asset Management are in excess of 39,000, including 66 institutional investors.

<b>€ million</b>	<b>2022</b>	<b>2021</b>
<b>Mutual funds under management</b>	963	904
<b>Discretionary funds under management</b>	740	795
<b>Total funds under management</b>	<b>1,703</b>	<b>1,699</b>
<b>Market share</b>	<b>8.9%</b>	<b>8.1%</b>

The 22 mutual funds of NBG Asset Management, among them four in Luxembourg, cover a wide range of investment categories (Equity, Bond, Balanced and Fund of Funds) in Greece and international markets. In 2022, NBG Asset Management created a new innovative mutual fund with the main characteristics to be the fixed duration, the payment of an annual dividend and the pursuit of its capital preservation. Such a wide spectrum of investment products gives great flexibility to investors who wish to build their personal investment plan according to their investment profile and objectives through mutual fund portfolios with a high degree of diversification.

In addition to mutual fund management, NBG Asset Management offers the following services for institutional and private investors:

- Discretionary Portfolio Management Investment Services.
- Advisory Services.

It also offers a range of financial products and services that cover the needs of:

- Social Security/Pension Funds.
- Insurance companies.
- Corporates.

### Brokerage

National Securities S.A. (“**NBG Securities**”) was established in 1988 and constitutes the brokerage arm of the Group. Offering a wide spectrum of integrated and innovative investment services to both individual and institutional customers, NBG Securities aims at providing investment services tailored to their needs.

Since the beginning of 2022, NBG Securities strengthened its operations, implementing its strategic plan, which includes initiatives to upgrade several internal functions, resulting in improved efficiencies and enhanced quality of customer service. In 2022, NBG Securities market share on the Athens Stock Exchange was 10.2% versus 10.0% in the previous year.

### Leasing

The Bank began its leasing activities in 1990 through its subsidiary, Ethniki Leasing S.A. Ethniki Leasing S.A. leases land and buildings, machinery, energy parks, transport equipment, furniture and appliances, computers and communications equipment.

Furthermore, in 2022 and for a fourth consecutive year, Ethniki Leasing S.A. remains the champion of the new businesses implementation amounting to €233 million.

More specifically, new business carried out in 2022 by all Greek leasing companies amounted to €617 million in total (*source: Association of Greek Leasing Companies, 2022 statistical data*), of which 37.8% was carried out by Ethniki Leasing S.A.

### Factoring

The Bank has been active in the provision of factoring services since 1994. In May 2009, Ethniki Factors S.A. was established as a wholly owned factoring subsidiary of the Bank, as part of its strategic decision to expand its factoring operations in Greece. Ethniki Factors S.A. offers a comprehensive range of factoring services to provide customers with integrated financial solutions and high quality services tailored to their needs.

### **Banking Activities outside of Greece**

As at 31 December 2022, the Bank’s international network comprised 66 branches, which offer traditional banking services and financial products and services. The Bank has also two commercial banking subsidiaries in North Macedonia and Cyprus. In 2021, the Bank decided to cease its operation in the NBG London Branch and NBG Egypt Branch and its banking subsidiary in Malta, which are currently under liquidation.

The Bank’s international operations accounted for €2.6 billion or 3.4% of the Group’s total assets excluding non-current assets held for sale as at and for the year ended 31 December 2022. Loans and advances to customers were €1.6 billion at 31 December 2022, whereas deposits “Due to customers” amounted to €1.8 billion at 31 December 2022.

## **Non-Current Assets and Disposal Groups classified as held for sale and discontinued operations**

Non-current assets held for sale at 31 December 2022 comprise of Probank Leasing S.A. (“Project Pronto”). Furthermore, it also includes the contemplated loan portfolio disposals relating mainly to Projects “Frontier II”, “Solar” and “Pronto”.

### **Issuance of debt securities**

On 8 October 2020, the Bank completed the issuance of €500 million Green Fixed Rate Resettable Unsubordinated MREL Notes with an annual coupon of 2.75% and a yield of 2.875%. The notes have a six-year maturity with first reset date on completion of five years. With this transaction, the Bank demonstrated its commitment to supporting the green economy and its strategic direction as the Bank for green energy.

On 15 November 2022, the Bank completed the placement of €500 million senior preferred bonds in the international capital markets with a coupon of 7.25% and a yield of 7.50%. The bonds mature in five years and are callable in four years.

On 18 November 2022, the Bank has completed a private placement of €150 million senior preferred bonds with a coupon and yield of 6%. The bonds mature in 2.5 years and are callable in 1.5 years.

On 25 November 2022, the Bank completed the placement of GBP 200 million senior preferred bonds in the international capital markets with a coupon and yield of 8.75%. The bonds mature in 4.5 years and are callable in 3.5 years.

See section above “*MREL Requirements*”.

### **Recent Events**

#### *Reward program for Performing Mortgage Loan Borrowers*

On 11 April 2023, the Bank announced the launch of the Reward Program for Consistent Mortgage Loan Customers by placing a cap on any variable interest rates for the next 12 months, thus protecting borrowers against future increases in reference rates. The cost of this initiative is not expected to have a significant impact on the Interim Financial Statements.

#### *Strategic Partnership of NBG with Epsilon Net S.A.*

Following its announcement on 16 November 2022 regarding the signing of memoranda of understanding (“**MoU**”) with EPSILON NET S.A. (“EPSILON NET”) and its main shareholder, the Bank announced on 4 May 2023 the signing of a binding agreement for the purchase of 7.5% of the total share capital of EPSILON NET held by the main shareholder at a price of €7.49/share (the “**Initial Transaction**”), as well as the possibility of acquiring a further 7.5% from the main shareholder three years after the completion of the Initial Transaction. The agreement with the main shareholder also provides for the execution of a long-term, exclusive partnership agreement between EPSILON NET and NBG for the joint design, development, and distribution of products and services focusing on strengthening and supporting entrepreneurship in Greece. Among other things, it involves the direct interconnection of EPSILON NET's business software systems (ERP, Commercial & Accounting Applications) with NBG's systems, utilising NBG's sophisticated Open Banking platform in the area of Embedded Finance.

On 9 June 2023, the Bank announced the completion of the Initial Transaction and the signing of a long-term, exclusive partnership agreement as described above. Please refer to section entitled “-

*Other transactions*” above, for more information about the exclusive partnership agreement between EPSILON NET and NBG. **Legal and Arbitration Proceedings**

### *Legal proceedings*

The Group is a defendant in certain claims and legal actions and proceedings arising in the ordinary course of business. These actions and proceedings are generally based on alleged violations of consumer protection, banking, employment and other laws. None of these actions and proceedings is individually material. The Group establishes provisions for all litigations, for which they believe it is probable that a loss will be incurred and the amount of the loss can be reasonably estimated. These provisions may change from time to time, as appropriate, in light of additional information. For the cases for which a provision has not been recognised, Management is not able to reasonably estimate possible losses since the proceedings may last for many years, many of the proceedings are in early stages, there is uncertainty as to the likelihood of the final result, there is uncertainty as to the outcome of pending appeals and there are significant issues to be resolved. However, in the opinion of the Management, after consultation with legal counsel, the final outcome of these matters is not expected to have a material adverse effect on the Group’s Statement of Financial Position, Income Statement and Cash Flow Statement, taking into account that as at 31 December 2022, the Group has provided for cases under litigation in the amount of €30 million (31 December 2021: €65 million).

### **Capital Requirements**

In June 2013, the European Parliament and the Council of Europe issued Directive 2013/36/EU and Regulation (EU) No 575/2013 (known as Capital Requirements Directive IV (“**CRD IV Directive**”) and Capital Requirements Regulation (“**CRR**”) respectively), which incorporate the key amendments that have been proposed by the Basel Committee for Banking Supervision (known as “**Basel III**”). The CRD IV Directive has been transported into Greek law by virtue of the Greek Banking Legislation and Regulation (EU) No 575/2013 and has been directly applicable to all EU Member States since 1 January 2014 and certain changes under CRD IV were implemented gradually.

Regulation (EU) No 575/2013 as amended by CRR II defines the minimum capital requirements (Pillar 1 requirements) and the CRD IV Directive as amended by Directive 2019/878/EU (“**CRD V**”) defines the combined buffer requirements for EU institutions. In addition, the CRD IV Directive provides (Art. 97 et seq.) that Competent Authorities regularly carry out the Supervisory Review and Evaluation process (“**SREP**”), to assess and measure risks not covered, or not fully covered, under Pillar 1 and determine additional capital and liquidity requirements (Pillar 2 requirements). SREP is conducted under the lead of the ECB. The SREP decision is tailored to each bank’s individual profile.

**The table below sets out the capital requirements for the Group for 2023 and 2022:**

	CET1 Capital Requirements			Overall Capital Requirements		
	2023	2022 post capital relief measures	2022	2023	2022 post capital relief measures	2022
Pillar 1	4.50%	4.50%	4.50%	8.00%	8.00%	8.00%
Pillar 2	1.69%	1.69%	1.69%	3.00%	3.00%	3.00%
Capital Conservation Buffer	2.50%	-	2.50%	2.50%	-	2.50%
O-SII Buffer	1.00%	0.75%	0.75%	1.00%	0.75%	0.75%
<b>Total</b>	<b>9.69%</b>	<b>6.94%</b>	<b>9.44%</b>	<b>14.50%</b>	<b>11.75%</b>	<b>14.25%</b>

**The capital adequacy ratios for the Group are presented in the table below:**

	Group	
	31.12.2022*	31.12.2021*
<b>Common Equity Tier 1</b>	<b>16.6%</b>	<b>16.9%</b>
<b>Tier 1</b>	<b>16.6%</b>	<b>16.9%</b>
<b>Total</b>	<b>17.7%</b>	<b>17.5%</b>

\*including profit for the period.

The capital adequacy ratios for the Group and the Bank as at 31 December 2022 and 31 December 2021 are set out in Note 4.6 to the 31 December 2022 Annual Financial Report (which are incorporated by reference in this Base Prospectus). See also “*Risk Factors – Factors that may affect the ability of the Bank to fulfil its obligations under Covered Bonds issues under the Programme – Group may not be allowed to continue to recognize the main part of deferred tax assets (DTAs) as regulatory capital or as an asset, which may have an adverse effect on its operating results and financial condition*”.

## Internal Control System and Risk Management

### *Objectives of the Internal Control System*

Aiming to safeguard the reputation and credibility of the Bank and the Group towards its shareholders, customers, investors and the supervisory and other independent authorities, the Board of Directors provides for the continuous enhancement, at Group level, of its Internal Control System (“ICS”).

The ICS is designed to ensure effective and efficient operations, adequate identification, measurement and mitigation of risks through adequately and efficiently designed and implemented controls, prudent conduct of business, sound administrative and accounting procedures, reliability of financial and non-financial information reported or disclosed (both internally and externally) and compliance with laws, regulations, supervisory requirements and the NBG Group Internal Policies, Procedures and Regulations.

“Internal control” is a process effected by the Board of Directors, the Bank’s senior management, Risk Management and other Control Functions, as well as by the staff within the organisation to provide reasonable assurance regarding the achievement of objectives relating to operations, reporting and compliance. The Bank uses as a reference the Committee of Sponsoring Organizations of the Treadway Commission (“*COSO*”) *2013 Internal Control Integrated Framework* and the ICS is based on the five integrated, components of internal control under COSO: **Control Environment, Risk Assessment, Control Activities, Information and Communication** as well as **Monitoring Activities**. The internal control process aims to create the necessary fundamentals for the entire Group to contribute to the effectiveness and high quality of internal controls through, for instance, clear definitions, assignments of roles and responsibilities and methodologies, tools and procedures.

The ICS aims to achieve, among others, the following key objectives:

- consistent implementation of the Group’s business strategy through the efficient use of available resources;
- pursuit of a risk-based decision making;
- identification of the Group’s process universe;
- identification and management of all undertaken risks, including operational risks;

- compliance with the local, European and international legal and regulatory frameworks that governs the operations of the Bank and the Group, including internal regulations, IT systems and Code of Ethics;
- adequate and efficient design of controls as well as their operating effectiveness;
- completeness, accuracy and reliability of data and information that are necessary for the accurate, timely preparation and true and fair view of the Bank and the Group's published financial information and financial performance;
- adoption of international corporate governance best practices; and
- prevention and detection and correction of any errors and irregularities that may put at risk the reputation and the credibility of the Bank and the Group towards its, shareholders, customers, investors and the supervisory and other independent authorities.

In the context of developing the business strategy and identifying the main business risks, the Board of Directors, with the support of its committees, adopts appropriate policies, procedures and regulations aiming to ensure an adequate and an effective ICS for the Bank and the Group.

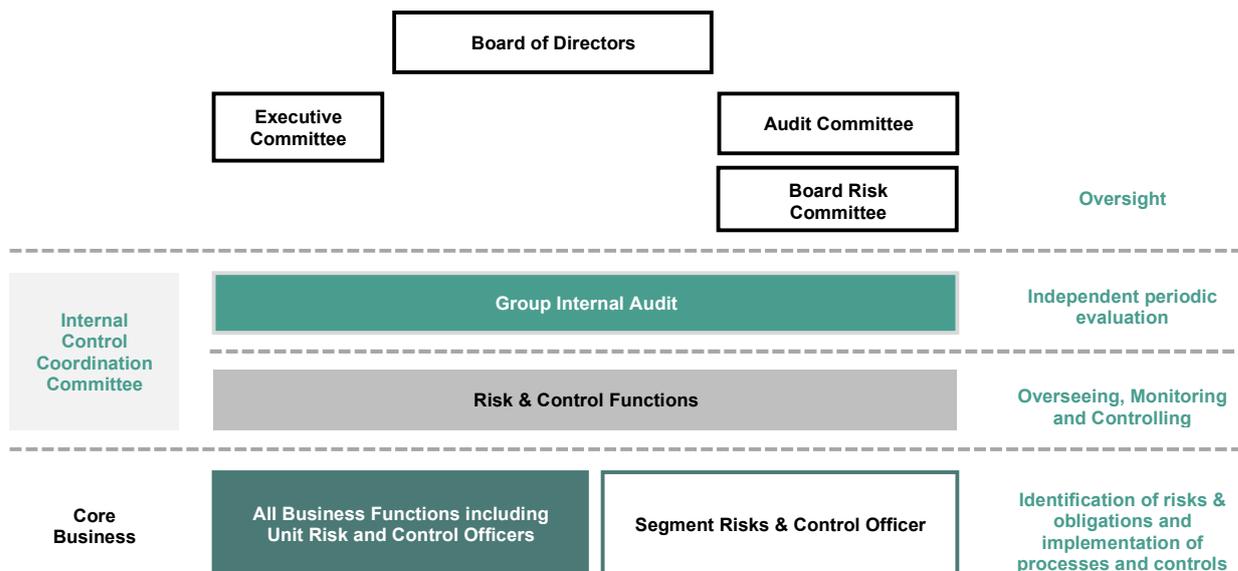
Management is responsible for:

- the effective design and implementation of adequate and efficient controls, as well as their operating effectiveness, arising from adequate and efficient procedures, relevant to the range, risks and nature of the activities undertaken by the Bank and the Group;
- identifying and assessing any ICS's deficiencies; and
- undertaking the necessary corrective actions through the establishment of the appropriate and timely action plans.

Specifically, the ICS and Risk Management related activities are performed on by the First and Second Line of Defence. The roles and responsibilities with respect to Risk Management are divided into Three Line of Defence, as follows:

- **First Line of Defence ("1LoD")** includes the Business and Support Functions which are responsible for identifying, assessing and managing the risks and compliance obligations they undertake by designing and implementing adequate and efficient controls as well as by monitoring their operating effectiveness on a continuous basis.
- **Second Line of Defence ("2LoD")** includes the various Risk and Control Functions that monitor the effectiveness of risk management, the compliance obligations and the adequate and efficient design of controls as well as their operating effectiveness.
- **Third Line of Defence ("3LoD")** includes the Group Internal Audit Divisions ("GIADs") which perform periodic assessment, in order to evaluate the adequacy and effectiveness of the Bank's and the Group's governance, risk management and internal control processes, as these are designed by the Board and Senior Management. The Group Chief Audit Executive reports periodically on the GIADs' activities to the Bank's Board of Directors, through the Audit Committee regularly and on an ad-hoc basis.

### **Roles and responsibilities for the ICS**



The Board of Directors and the Senior Management aims at the continuous enhancement of the ICS in order to mitigate risks through the establishment of adequate and efficient controls and ensure their operating effectiveness. The Group Internal Control Coordination Committee (“**ICCC**”) which comprises of the Group Internal Audit and the various Risk and Control Functions assists in the continuous enhancement of the ICS.

### Internal Control Coordination Committee

The ICCC, whose aim is to foster collaboration among the various Risk and Control Functions, has as key objectives:

- the enhancement of synergies among the Group Internal Audit and the Risk & Control Functions across the Three Lines of Defence;
- the adoption of a common methodology framework;
- the monitoring and reporting of emerging risks;
- the monitoring and reporting of the effectiveness of the Internal Control System.

The ICCC is coordinated by the *General Manager of Group Internal Audit* and its members are the *General Manager of Group Risk Management (“**Group Chief Risk Officer**”)*, the *General Manager of Group Compliance and Corporate Governance*, the *General Manager of Group Legal Services*, the *General Manager - Group Chief Operating Officer*, the *Assistant General Manager - Group Chief Control Officer*, the *Assistant General Manager of Operations*, the *Assistant General Manager - Group Chief Information Officer*, the *Group Chief Information Security Officer*, the *Head of Group Operational Risk Division* and the *Head of Regulatory Affairs and HFSF Relations Division*.

The ICCC convened three times during 2022 and multiple working groups supported its key initiatives to deal with the following matters:

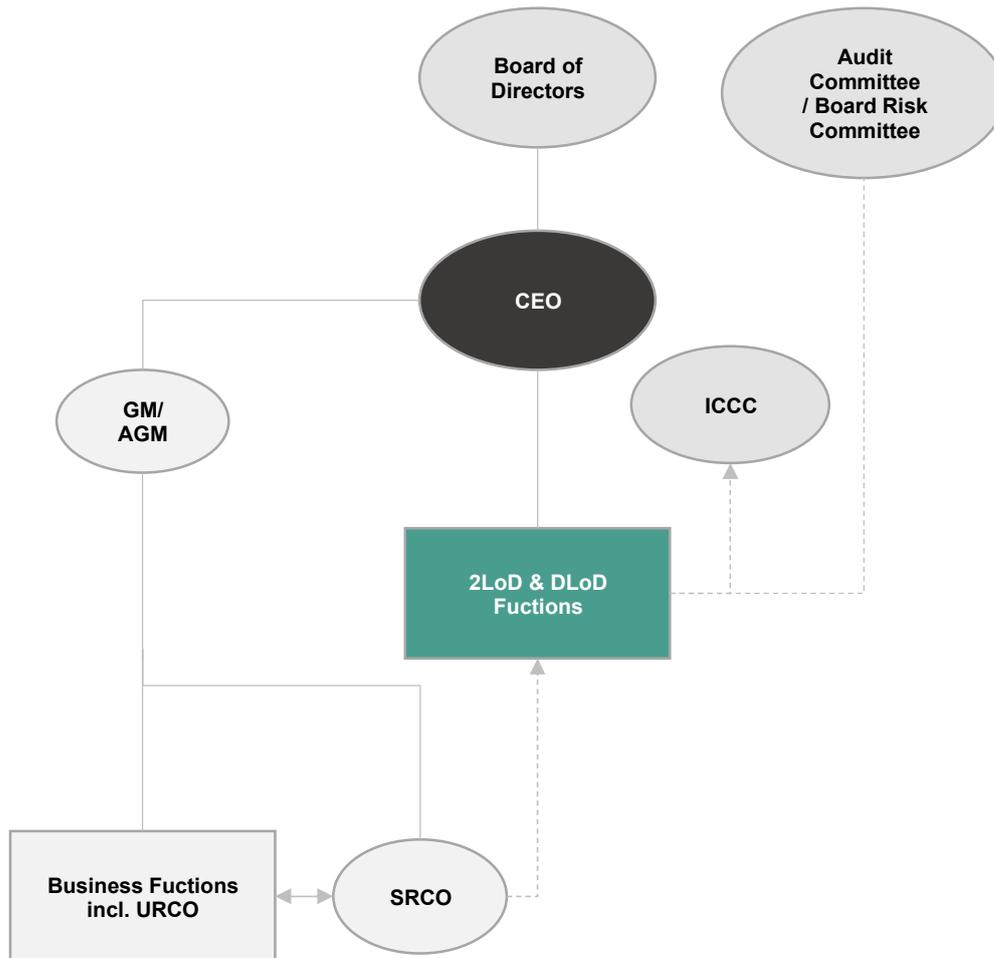
- enhancements and support to the roles of the Segment Risk and Control Officer (“**SRCO**”) and Unit Risk and Control Officer (“**URCO**”);

- update of the Operational Risk, Internal Control and Compliance Glossary;
- design and implementation of the Governance, Risk and Compliance (“GRC”) Platform GRC Platform for the Bank and the Group;
- finalization of a charter for the cross-functional team with members from all relevant functions responsible to coordinate the activities regarding the maintenance and use of the common GRC Platform;
- review of new or updated policies, methodologies and frameworks of the Risk & Control Functions.

### **Segment Risk and Control Officer and Unit Risk and Control Officers**

The Senior Management in its effort to further strengthen the ICS established the roles of the SRCO and the URCO in January 2020.

- the SRCO reports to the respective business line *General Manager/Assistant General Manager*, is independent from the respective Business Units and liaises with 2LoD and 3LoD units with main responsibility to coordinate efforts in order to ensure that operational risks are appropriately identified and assessed, the internal controls are appropriately designed and operate effectively as well as to assist in further enhancing the risk, compliance and control awareness and culture; and
- the URCOs report to the *Head of the Division* or *Independent Sector* to which they belong and cooperate on the responsibilities set out above with the respective SRCO of the respective business line.



### Common Governance, Risk and Compliance Platform

As part of the Board and Senior Management’s efforts to further enhance the efficiency and the effectiveness in operational risk management, compliance, internal control and internal audit activities, the Bank has selected an integrated GRC Platform to be used by the various Risk and Control Functions (operational risk management, internal control, compliance, information security, model validation, regulatory affairs and HFSF relations and internal audit). Following the common GRC Platform implementation, the Bank will be able to further enhance the management of its operational risks, increase Board’s and Senior Management’s oversight and use a homogenised integrated reporting tool contributing to the holistic view of the ICS of the Bank and the Group. The GRC Platform’s implementation is planned to be performed in phases due to its complexity and the number of the involved functions. Each phase is supported and closely monitored by a Steering Committee combining experts from all the above functions. The Steering Committee has established a *Project Management Office* to ensure the successful implementation. Phase 1, Model Validation Module, was successfully implemented in December 2020. Phase 2, Group Operational Risk Management Module and Phase 3, Group Internal Audit Module, were successfully implemented in March 2022 and August 2022, respectively. Phase 4 that includes the design and implementation of the module that will be commonly used by the Group Compliance, the Group Internal Control Function and the Group Information Security is expected to be implemented by the fourth quarter of 2023..

### Group Internal Control Function

The Group ICF is mainly responsible for:

- contributing to the establishment and enhancement of a robust control culture and promoting control awareness within the Bank and the Group;
- developing and regularly reviewing and updating, if required, the NBG Group methodology for the control identification and assessment by the group internal control function (“**NBG Group IC Methodology**”) based on the mutually agreed by the members of the *Internal Control Coordination Committee (“ICCC”)*, “Common Principles of Operational Risk and Control Assessment” for the Bank and the Group regarding roles, responsibilities, policies, procedures, flows of information and systems required for the appropriate design and the operating effectiveness of controls;
- ongoing monitoring of the adequate and efficient design of controls their operating effectiveness, as well as the monitoring of the progress of the pending action plans for the remediation of control deficiencies identified to ensure their timely and appropriate execution;
- providing training and support to the Bank’s Units and the *Segment Risk and Control Officers & Teams/Unit Risk and Control Officers & Teams* in the application of the approved NBG Group ICF Methodology as well as providing specialised knowledge with respect to the controls; and
- collaborating with the Group Companies and supporting their work, in the application of the NBG Group IC Methodology.

The Group Internal Control Function consists of:

- *Group Internal Control Retail Banking, Branch Network and Back Office Operations Sector;*
- *Group Internal Control Corporate Banking, Finance and Back Office Operations Sector;*
- *Group Internal Control IT Sector; and*
- *Group Internal Control Quality Assurance & Project Management Sector.*

During 2022, the Group Internal Control Function achieved the following:

- Successful execution of the Group ICF Annual Activity Plan 2022 in the context of which it:
  - facilitated the documentation and design of adequate and efficient controls for very high and high priority processes as identified by the General Managers / Assistant General Managers as well as the assessment of the design effectiveness in close collaboration with the SRCOs.
  - monitored the progress of open Remediation Action Plans relating to control deficiencies identified.
  - reviewed and provided comments on matters relating to internal controls on more than 70 Bank’s institutional documents (Policies, Procedures, Circulars, etc.);;
  - participated in workshops of critical projects in order to provide consultation on matters relating to internal controls.
- Roll out various training and forum initiatives to enhance the control awareness and collaboration with SRCOs.
- Approval of the revised NBG Group IC Methodology.

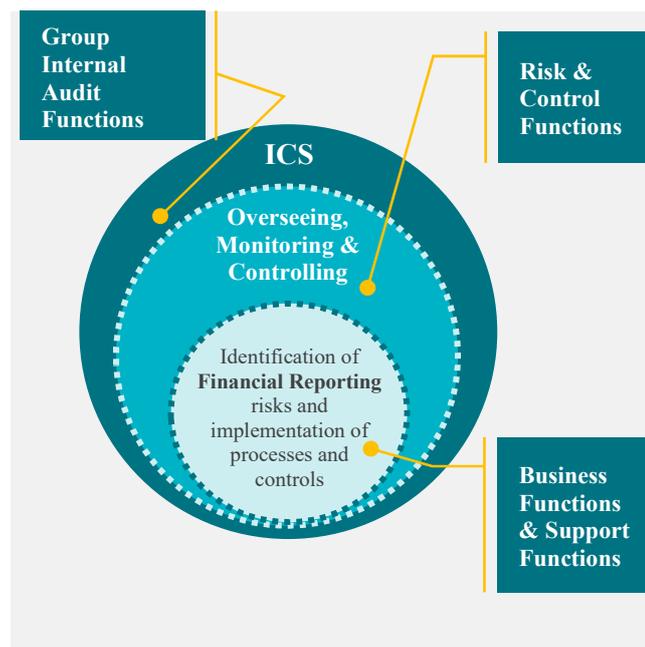
For 2023-2024 the NBG Group Internal Control Function’s Activity Plan will focus on the following:

- Facilitation of the documentation of adequate and efficient controls and assessment of design effectiveness based on the NBG Group IC Methodology in close collaboration with the SRCOs.
- Implementation of the shared module in the GRC Platform to be commonly utilised by the Group Compliance, the Group Internal Control Function and the Group Information Security.
- Continue to provide consulting and advisory services on matters relating to internal controls;
- Roll out of various training initiatives to further enhance the control awareness.

### Management of risks relating to the Internal Controls over Financial Reporting process

The Audit Committee, in accordance with the Greek law 4449/2017, Article 44 para. 3b, is responsible for the oversight of the Internal Controls over Financial Reporting (“ICFR”) and reports any improvements to ensure its integrity to the Board. Furthermore, the Audit Committee monitors the progress of the corrective actions undertaken in the context of ICS including ICFR.

Management is responsible for the preparation and fair presentation of the Bank and Group financial statements in accordance with the International Financial Reporting Standards (“IFRS”) and for such Internal Controls over Financial Reporting (“ICFR”) as Management determines are necessary to enable the preparation of these financial statements to be free from material misstatement, whether due to fraud or error.



Roles and responsibilities are clearly defined in the NBG Operating Model, where the identification of Financial Reporting risks along with the implementation of processes and controls to mitigate these risks lie with the Business Functions and Support Functions while the Risk & Control Functions oversee, monitor and control the Financial Reporting risks and the Internal Controls over Financial Reporting process.

### Group Internal Audit

The Internal Audit Function is an independent NBG Group wide function, which assists the Group to achieve its strategic objectives, as well as enhance and protect the organization’s value, by providing risk-based and objective assurance, advice and insight. In fulfilling its third line role, Group Internal Audit provides the Board of Directors and the Audit Committee with independent assurance regarding

the quality, adequacy and effectiveness of corporate governance, risk management and internal control frameworks and processes. The Group Chief Audit Executive (“CAE”) reports, functionally, to the Audit Committee and, administratively, to the CEO and has unrestricted access to:

- a) all systems, files, data, physical assets, organizational units of the Bank and companies of the Group, officers and personnel of the Bank and the Group and
- b) all policies, procedures, systems, files, data and personnel of third parties (outsourcers), in the context of an outsourcing contract with the Bank or a company of the Group.

In addition, the CAE has direct and unrestricted access to the Bank's Audit Committee and may attend the meetings of the Audit Committees of the Group companies.

The CAE or senior executives of Group Internal Audit, authorized by him, may attend as observers the meetings of the Committees of the Board of Directors, the Executive Committee and other Bodies of the Bank or its subsidiaries, either upon a relevant invitation from the Chairman of the Body or upon a CAE’s request submission to the Chairman of the Body, when deemed necessary, in the context of the function of the Internal Audit.

Group Internal Audit, through a risk-based approach, covers all entities and activities of NBG Group. It evaluates the risk exposures relating to, among others, the:

- achievement of the Group’s strategic objectives,
- compliance with applicable regulatory framework and supervisory requirements,
- adherence to policies, procedures and contracts,
- reliability of financial and operating information,
- implementation of information systems and projects,
- conduct of operational activities, and
- safeguarding of assets.

Executive management is responsible for ensuring that issues identified by Group Internal Audit are addressed within an appropriate and agreed timeframe.

Group Internal Audit uses:

- an audit methodology, which is in compliance with the Committee of Sponsoring Organizations of the Treadway Commission (“COSO 2013”) principles and the International Internal Auditing Standards of the Institute of Internal Auditors (“IIA”);
- an information systems audit methodology that is based on the Control Objectives for Information and Related Technologies (“COBIT”) framework of the Information Systems Audit and Control Association (“ISACA”);
- a web-based software platform, which allows for the effective management and documentation of the audit activities and provides: (i) real time monitoring of the audit function activities across all subsidiaries, (ii) information and knowledge sharing among the Group’s internal auditors and (iii) standardisation of the audit methodology. Moreover, audit efficiency and effectiveness are ensured through established key performance indicators and internal quality assessments;

- an artificial intelligence-based software that provides near real time risk assessment in selected areas and automated testing of selected automated controls. The same software is used for the detection and prevention of internal fraud.

As of 31 December 2022, Group Internal Audit of the Bank employed 74 internal auditors with in-depth knowledge and experience in banking and audit, independent to the audited activities and with no involvement in the design, selection, implementation or operation of the Group’s internal controls. Internal auditors continuously adapt to the use of new technology and advance their skills and knowledge through training and international professional certifications.

- Each year, Group Internal Audit, based on a multi-factor risk assessment process, prepares an annual audit plan, at Group level, ensuring synergies and adequate audit coverage of the business areas. Group Internal Audit, as part of its 2022 Audit Plan, covered risks related to, among others, NPE management strategy implementation, ICAAP & ILAAP processes and internal risk models, impairment of financial assets, Early Warning System, Retail and Corporate Lending, Resolution Plan, Debit-Credit Cards, AML/CFT system (“FCCM”), outsourcing / third parties, Recovery Plan, Global Transaction Services, Treasury and Investment operations, IT System Development Life Cycle (“SDLC”) and change management, cloud implementations, climate risk stress test, compliance with PSD II and other regulations / internal policies. Group Internal Audit also performed branch network and subsidiaries’ audits, follow up of open audit issues, anti-fraud and continuous auditing as well as several consulting engagements. For 2023, the Audit Plan will focus, among others, on the following areas:

■ **NPE Management Strategy Implementation & Early Warning System**

■ **Risk Appetite Framework**

■ **Capital and Liquidity Adequacy**

■ **Retail and Corporate Banking**

■ **Trade Finance Services**

■ **Compliance & AML / CFT**

■ **Outsourcing / Third Party Management (including ESG aspects)**

■ **Taxation**

■ **Treasury**

■ **Legal Services**

■ **Network and Telecommunications**

■ **Digital Business and e-Banking**

■ **Enterprise Data Warehouse (EDW)**

■ **IT Governance**

■ **Cybersecurity**

## **Anti-fraud and continuous auditing**

**Follow up of the open audit issues including issues identified by the Joint Supervisory Team (“JST”).** The use of data analysis technology is an on-going strategic objective for Group Internal Audit. During 2022, Group Internal Audit further enhanced its Continuous Auditing and Fraud Detection software capabilities, by developing additional scenarios, for both fraud and continuous auditing purposes, across various product and business areas.

In August 2022, Group Internal Audit migrated its audit work to a new more advanced Governance, Risk and Compliance (“GRC”) platform.

In 2022, Group Internal Control Coordination Committee continued its mandate to improve the alignment and cooperation between Internal Audit, Risk Management, Compliance and 1st line control functions.

As required by the IIA standards, an external quality assessment was performed, within 2022, on the operation and activities of the Group Internal Audit Function. The conclusion of the quality assessment was that Group Internal Audit “Generally Conforms” (highest possible IIA rating) to the International Standards for the Professional Practice of Internal Auditing and was benchmarked, among peer Banking Internal Audit Functions in Europe, as exceeding the advanced level, with a score of 4.48/5, where 5 indicates the leading level.

This is the second consecutive assessment with high IIA Standards and Benchmarking scores for the Group Internal Audit Function since the previous assessment (2018) concluded with similar results.

## **Risk Management Governance Framework**

For further information, please refer to the section *Risk Management*” below.

## **Regulatory Compliance and Corporate Governance**

Within the context of appropriately incorporating the applicable Greek and EU legal and regulatory framework and best practices into the Group’s operation, Group Compliance and Corporate Governance Functions, oversee all compliance matters, in line with the applicable Greek and EU regulatory framework and supervisory authorities’ decisions, as well as all Corporate Governance and Shareholder activities. In particular, the Group Compliance and Corporate Governance Functions include distinct Divisions, having competence over Corporate Governance, Corporate Social Responsibility, Regulatory Compliance, AML/CFT. It is noted that, the Group Compliance and Governance Functions have been re-organized, focusing on enhanced compliance monitoring initiatives and ESGs.

The Group Compliance and Corporate Governance Functions continuously monitor developments in the applicable framework and best practices, each in their field of responsibility, and provide guidelines and support to the Bank Units and the Group Entities, while they monitor implementation of the applicable provisions.

In that context, Group Compliance and Corporate Governance Functions in 2022, continued to focus on the establishment of an adequate and effective compliance environment, in order to safeguard the reputation and credibility of the Bank and the Group against all stakeholders, including shareholders, customers, Supervisory and other Authorities,

Moreover, the Group Compliance and Governance Functions, throughout 2022, in the context of their traditional role as key advisors and partners to the business continued to play a vital role providing ongoing support and guidance, to the Bank's governance bodies, the management and the Bank's Units. In order to comply with the regulatory framework in force, the Bank has set up policies and procedures. The monitored areas include among others Corporate Governance, AML/CFT, Tax and other Public Authorities requests, Consumer Protection, Banking secrecy, Personal Data Protection etc.

Given the particular emphasis which the Group places in ensuring constant enhancement of corporate governance arrangements and practices applied, during 2022, the Group Corporate Governance Division has continued to monitor, on an ongoing basis, all regulatory developments and best practices, and proceeded with incorporating these in the corporate governance policies, arrangements and practices (for further details see section A. "*Corporate Governance Code and section B. NBG's Corporate Governance Key Policies and Practices*" of the Board of Directors Report in the Annual Financial Report for the year ended 31 December 2022 (as is incorporated by reference herein)), providing continuous support to the Board of Directors and Board Committees. in a number of initiatives such as in the reform of the Board Working Model, the review of Board Committee compositions, while it has also catered for the effective adjustment of the Bank's Internal Governance Framework to the new legal and regulatory framework provisions (e.g., revised ECB Guide to Fit and Proper assessments, Bank of Greece Executive Committee Act 205/1/18.05.2022, Greek law 4941/2022 amending Greek law 3864/2010). Moreover, in the context of further enhancement of the Directors' Induction and ongoing training and development, Group Corporate Governance Function, updated the introductory informative program for the new Board member, covering, among others, issues concerning the Bank's Corporate Governance and organizational arrangements.

The Group Corporate Governance Division also proceeded with informing the Board Corporate Governance and Nominations Committee on developments in the legal and regulatory framework and latest trends and practices in corporate governance, while it also briefed the competent Board Committee on related parties' transactions.

Additionally, the Compliance and Corporate Governance Functions also provided support, advice and guidance to the Bank's Units in the context of ensuring the alignment and compliance of the Bank to the new regulatory framework and proceeded to actions regarding changes in policies and, procedures, and compliance with EU and national legislation. Furthermore, the Compliance and the Corporate Governance Functions continued to support the Bank's transition to a new era and its further development in line with evolution of the banking sector, new trends and customer habits, in ensuring that the appropriate compliance control mechanisms are in place to protect the Bank and safeguard its operation in adherence to high standards of conduct and compliance, whilst at the same time protecting at all times the interests of stakeholders and contributing to the Bank's effective correspondence to stakeholder needs and priority areas. Within this context, the Compliance and the Corporate Governance Functions continued to help all business lines embed compliance vision, strategy, and principles into the Bank's culture and day-to-day operation and activities by strengthening their accountability as risk owners and grasping good compliance as a business enabler. Finally, the Compliance and Corporate Governance Functions continued to systematically follow and monitor developments and compliance in accordance with the applicable framework, handled, participated and contributed to the successful implementation in a number of major projects of the Bank, such as projects regarding the digitalization/automation of Bank's operations and the provision of products and services, provided continuous support and advice to the competent Units regarding customers' service, and personnel remote working to ensure and maintain Business Continuity, while in parallel also being involved in the submission of a series of regular and ad hoc reports to supervisory Authorities and constituting the point of contact and liaison between the Authorities and the Bank.

## RISK MANAGEMENT

### Risk Management Governance

Risk management and control play a fundamental role in the overall strategy of the Group, aiming to both effectively manage the risks of the organisation and to align with the legal and regulatory requirements. The Group aims at adopting best practices regarding risk governance, taking into account all relevant guidelines and regulatory requirements, as set by the Basel Committee on Banking Supervision (“BCBS”), the European Banking Authority (“EBA”), the European Central Bank (“ECB”) / Single Supervisory Mechanism (“SSM”), the Bank of Greece (“BoG”) and the Hellenic Capital Market Commission (“HCMC”) legislation, as well as any decisions of the competent authorities supervising the Group’s entities.

Group risk management at NBG has a structured and tiered approach, based on a number of governance bodies, internal policies and procedures, and controls framework.

The Board of Directors bears ultimate accountability for NBG’s risk position. It signs off on the risk strategy and risk appetite, and monitors the effectiveness of risk governance and management advised by its two specialised committees: the Board Risk Committee (“BRC”) and the Board Audit Committee (“BAC”). The Bank’s Senior Executive Committee (“ExCo”) and other committees, supporting the Senior Executive Committee, are in charge of daily management actions and steer of the business. The Group Chief Risk Officer (“CRO”) is a member of the Senior Executive Committee. The CRO has direct access to the Board of Directors, has delegated decision-authority for executive matters over risk and leads the Group Risk Management Function.

The Group Risk Management Function has specialised teams per risk type. The Group Risk Management Function’s teams conduct day-to-day risk management activities according to policies and procedures as approved by the BRC, the Senior Executive Committee and other executive committees. The perimeter is based on the industry standard “Three Lines of Defence” model (please see below). The Group Risk Management Function’s activities are supported by underlying systems and infrastructure. Finally, Risk culture is viewed as a core component of effective risk management, with the tone and example set by the Board of Directors and the Senior Management. Objective of the Bank is to establish a consistent risk culture across all Units.

Hence, there are four layers relevant to Risk Management, all rolling up to the Board of Directors:

- **Oversight and approval**

At the top of the house, the members of the Board are responsible for oversight and approval on governance structures of NBG, ensuring the right frameworks and policies are in place to ensure the Bank can be effectively managed.

- **Executive management actions & sign-off**

The executive management layer (ExCo and other executive committees) decides on management actions, signs off on materials produced and reported, and actively steers the Bank.

- **Methodology and framework**

Procedures and methodologies are in place to guide risk management, *e.g.* credit approval procedures, model development and validation, product assessments.

- **Execution and analysis**

The execution layer is in charge of implementing the frameworks, models and policies set forth by the aforementioned layers, and provide the Board and the executive committees with relevant analyses and results to base their decisions upon.

### “Three Lines of Defence” Model in the Group’ s Risk Management

The Group’s risk management is spread on three different levels, in order to create three Lines of Defence, as follows:

- **First line:** The risk taking units (*e.g.* credit originating departments, Treasury) are responsible for assessing and minimising risks for a given level of expected return by establishing and implementing internal rules and controls to the on-going business.
- **Second line:** The Group Risk Management Function oversees, monitors, controls and quantifies risks; provides appropriate tools and methodologies, coordination and assistance to lines of business; provides input towards the measurement of risk adjusted performance across business line; participates in the credit approval process for the Group’s corporate banking, retail banking and subsidiaries portfolios; performs independent assessment of credit risk undertaking in respect of each portfolio and has the right of veto; proposes appropriate risk mitigation measures, supported by local Risk Management (for subsidiaries) and specialised units (for the Bank).
  - Additionally, under the Second line, the Group Compliance Function ensures that all frontline units meet regulatory and other compliance requirements, through monitoring, advising and training.
  - Moreover, the Group Risk Management Function cooperates with the Organization & Planning Division, the Group Internal Control Function, the Group CyberSecurity Division, the Group Security Division and the Legal Division. These Divisions provide support, advice, appropriate tools and methodologies, acting as control units for specific Operational Risk Themes (*e.g.* legal risk, Information & Communication Technology (“ICT”) risk) as well as ensuring the Bank’s business continuity and mitigation of physical threats.
- **Third line:** The Internal Audit function of the Group, which reports directly to the Board of Directors through the Audit Committee, complements the risk management framework, acting as an independent reviewer, focusing on the effectiveness of the risk management framework and control environment.

The duties and responsibilities of all lines of defence are clearly identified and separated, and the relevant Units are sufficiently independent.

### Group Risk Management

The Bank acknowledges the need for efficient risk management and has established five specialised Divisions and one Unit: the Group Credit Risk Control Division (“GCRCD”), the Group Financial and Liquidity Risk Management Division (“GFLRMD”), the Group Operational Risk Management Division (“GORMD”) the Group Strategic Risk Management Division (“GSRM”), the Group Risk Culture and Risk PMO Division (“GRCRPMOD”) and the Model Validation Unit (“MVU”), to properly identify, measure, analyse, manage and report the risks entailed in all its business activities. All risk management units of the Group subsidiaries adequately report to the aforementioned Divisions / Unit.

In addition, the two Credit Divisions, which are independent of the credit granting units, are involved in the credit approval process for the Group's corporate banking, retail banking and subsidiaries portfolios. They perform an independent assessment of the credit risk undertaking in respect of each portfolio and have the right of veto.

### **Risk Culture Program**

Risk Culture is defined as an institution's norms, attitudes and behaviours related to risk awareness, risk taking and risk management, and the controls that shape decisions on risk. Risk Culture influences the decisions of management and employees during the day-to-day activities and has an impact on the risks they assume.

The objective of NBG is to establish a sound and consistent Risk Culture across all units that is appropriate for the scale, complexity, and nature of the Bank's business, in line with regulatory/supervisory requirements and in accordance with best business practices, based on solid values which are articulated by the Bank's Board of Directors and Group's Senior Management.

The Group Risk Management Function, as part of the Risk Culture Programme, established the Risk Culture Framework ("RCF"), with the objective to define and document the principles, processes and methodologies that pertain to the identification, measurement, monitoring and reporting of Risk Culture in NBG. The RCF is a key element for the establishment of a sound Risk Culture within the Group. It constitutes an essential tool for the Board of Directors and Senior Management to ensure that the Risk Culture is monitored and measured consistently over time and risk awareness enhancement actions are taken when necessary, while at the same time meets the supervisory authorities' expectations on efficient risk governance, based on common perception of risk culture-related issues.

NBG has in place an effective RCF that:

- is aligned with the core Human Resources values;
- is formed by both top-down Board and Senior Management guidance and leadership, and bottom-up involvement of management and other stakeholders, and is understood and applied across all levels of the Bank;
- incorporates Risk Culture Principles that are easy to communicate and assimilate;
- describes the process for the definition and implementation of personnel's risk awareness and corresponding behaviours' enhancement initiatives;
- incorporates a forward-looking view of the Group's Risk Culture profile expectations through setting the corresponding Risk Culture Principles;
- establishes the governance arrangements for its update and monitoring.

### **Management of Specific Risks**

#### ***Credit Risk***

Credit risk is the risk of financial loss relating to the failure of a borrower to honour its contractual obligations. It arises in lending activities as well as in various other activities where the Group is exposed to the risk of counterparty default, such as its trading, capital markets and settlement activities. Credit risk is the largest single risk the Group faces. The credit risk processes are conducted

separately by the Bank and each of its subsidiaries. The credit risk procedures established by the subsidiaries are coordinated by the GCRC.

The Group's credit granting processes include credit-granting criteria based on the particular target market, the borrower or counterparty, as well as the purpose and structure of the credit and its source of repayment; credit limits that aggregate in comparable and meaningful manner different types of exposures at various levels; clearly established procedures for approving new credits as well as the amendment, renewal and re-financing of existing credits.

The Group maintains on-going credit administration, measurement and monitoring processes, including in particular documented credit risk policies, internal risk rating systems, information systems and analytical techniques that enable measurement of credit risk inherent in all relevant activities.

The Group's controls implemented for the above processes include proper management of the credit-granting functions; periodical and timely remedial actions on deteriorating credits; independent periodic audit of the credit risk management processes by Group Internal Audit Function, covering in particular the credit risk systems/models employed by the Group.

Additionally, the GCRC measures and monitors credit risk on an on-going basis through documented credit risk policies, internal rating systems, as well as information systems and analytical techniques that enable measurement of credit risk inherent in all relevant activities. Thus, the Group achieves active credit risk management through the application of appropriate limits for exposures to a particular single or group of obligors; the use of credit risk mitigation techniques; the estimation of risk adjusted pricing for most products and services; and a formalised validation process, encompassing all risk rating models, conducted by the Bank's independent MVU.

The Credit Policies for the Corporate and the Retail Banking portfolios of the Bank and its subsidiaries set the minimum credit criteria, present the fundamental policies, procedures and guidelines for the identification, measurement, approval, monitoring and managing of credit risk undertaken in Corporate and Retail Banking Portfolios respectively, both at the Bank and Group levels.

The Credit Policy of the Bank is approved by the Board of Directors upon recommendation of the Board Risk Committee ("**BRC**") following proposal by the Group CRO to the Senior Executive Committee and the BRC and is reviewed on an annual basis and revised whenever deemed necessary and in any case every two years.

Credit Policies of each subsidiary are approved by the competent local boards or committees, following a recommendation by the responsible officers or subsidiaries' bodies, according to the decisions of the Bank and the provisions of the Credit Policies. Each proposal must bear the prior consent of the Group Chief Credit Officer ("**CCO**"), or the Head of NBG's Group Retail Credit Division, depending on the portfolio, in collaboration with the Head of NBG's Group Credit Risk Control Division for issues falling under their responsibility. The subsidiaries' Credit Policies are reviewed on an annual basis and revised whenever deemed necessary and in any case every two years.

Through the application of the Retail Banking Credit Policy, the evaluation and estimation of credit risk, for new as well as for existing products, are effectively facilitated. NBG's Senior Management is regularly informed on all aspects regarding the Credit Policy. Remedial action plans are set to resolve the issues, whenever necessary, within the risk appetite and strategic orientation of the Bank. The Bank's Retail Banking Credit Policy is approved and can be amended or revised by the Board of Directors following recommendation from the BRC and is subject to periodic revision. Retail Banking Credit Policy is reviewed on an annual basis and revised whenever deemed necessary and in any case every two years. All approved policy changes are incorporated in the Policy Manual.

### ***Concentration Risk***

The Bank manages the extension of credit, controls its exposure to credit risk and ensures its regulatory compliance based on an internal limits system. The GCRC is responsible for limits setting, limits monitoring and regulatory compliance.

The fundamental instruments for controlling Corporate Portfolio concentration are obligor limits reflecting the maximum permitted level of exposure for a specific obligor, given its risk rating and sector limits that set the maximum allowed level of exposure for any specific industry of the economy; industries are classified in groups on the basis of NACE (*General Industrial Classification of Economic Activities within the European Communities*) codes. Sector limits constitute part of the Bank's Risk Appetite Framework and are revised at least annually. Excesses of the Industry Concentration Limits should be approved by the Board Risk Committee following a proposal of the General Manager of Group Risk Management ("**Chief Risk Officer**"). Any risk exposure in excess of the authorized internal obligor limits must be approved by a higher level Credit Approving Body, based on the Credit Approval Authorities as presented in the Corporate Credit Policy.

Credit risk concentration arising from a large exposure to a counterparty or group of connected clients whose probability of default depends on common risk factors is monitored, through the Large Exposures and Large Debtors reporting framework.

Finally, within the ICAAP, the Bank has adopted a methodology to measure the risk arising from concentration to economic sectors (sectoral concentration) and to individual companies (name concentration). Additional capital requirements are calculated, if necessary, and Pillar 1 capital adequacy is adjusted to ultimately take into account such concentration risks.

### ***Market Risk***

Market Risk is the current or prospective risk to earnings and capital arising from adverse movements in interest rates, equity and commodity prices and exchange rates, as well as, their levels of volatility. The main contributor to market risk, in the Group is the Bank. NBG seeks to identify, estimate, monitor and effectively manage market risk through a robust framework of principles, measurement processes and a valid set of limits that apply to all the Bank's transactions. The most significant types of market risk are the following: interest rate risk, equity risk, foreign exchange risk and commodity risk.

### ***Interest Rate Risk***

Interest rate risk is the risk related to the potential loss on the Group's portfolio due to adverse movements in interest rates. A principal source of interest rate risk exposure stems from the interest rate, over-the-counter ("**OTC**") and exchange traded, derivative transactions as well as from the trading and the held to collect and sell ("**HTCS**") bond portfolios.

The most significant contributor to market risk in the Group is the Bank. More specifically, NBG maintains a material derivatives portfolio of mainly vanilla interest rate (IR) products, which are mostly cleared in CCPs or managed through bilateral ISDA/CSA agreements. Their primary function is to hedge banking book securities or exposure of other derivative products in the trading book. Additionally, the Bank retains a significant securities portfolio, mainly comprising of Greek and other periphery sovereign bonds, which is primarily held in the Banking Book and predominantly in the hold to collect ("**HTC**") portfolio. Furthermore, NBG holds a moderate portfolio of bonds issued by Greek and international banks and limited positions in Greek corporate bonds.

### ***Equity Risk***

Equity risk is the risk arising from fluctuations of equity prices or equity indices and/or their implied volatility. The Bank holds moderate positions in cash stocks traded in the Athens Stock Exchange and a limited position in equity-index linked exchange traded derivatives. The cash portfolio comprises of trading (i.e. short-term) and held to collect and sell (i.e. long-term) positions. The portfolio of equity derivatives is mainly used for the hedging of equity risk arising from the Group's cash position and equity-linked products offered to customers and to a lesser extent for proprietary trading. Additionally, the Bank retains positions in mutual funds, through the embedded options in structured deposits sold to clients, along with their cash hedge.

### ***Foreign Exchange Risk***

Foreign exchange risk is the risk arising from fluctuations of currency exchange rates and/or implied volatility. The Open Currency Position (“**OCP**”) of the Bank primarily arises from foreign exchange spot and forward transactions, as well as from the mark-to-market of NBG's OTC derivatives' trades denominated in foreign currency. The OCP is distinguished between trading and structural. The structural OCP contains all of the Bank's assets and liabilities in foreign currency (for example loans, deposits, etc.), along with the foreign exchange transactions performed by the Treasury Division. Apart from the Bank, the foreign exchange risk undertaken by the rest of the Group's subsidiaries is insignificant.

The Group trades in all major currencies, holding mainly short term positions for trading purposes and for servicing its institutional/corporate, domestic and international customers.

### ***Commodity Risk***

Commodity Risk is the risk arising from fluctuations of commodity prices or commodity indices and/or their implied volatility. The Bank's exposure to commodity risk is limited, since the clients' positions in commodity derivatives are mostly hedged with exchange traded commodity futures.

### ***Market risk on trading and held to collect and sell —Value-at-Risk (“VaR”)***

The Bank uses market risk models and specific processes to assess and quantify the portfolio's market risk, based on best practice and industry-wide accepted risk metrics. More specifically, the Bank estimates the market risk of its Trading and HTCS portfolios using the VaR methodology. This has been implemented in the Bank's risk platform which is RiskWatch by Algorithmics (currently SS&C). In particular, the Bank has adopted the variance-covariance (“**VCV**”) methodology, with a 99% confidence interval and a 1-day holding period. The VaR is calculated on a daily basis for the Bank's Trading and HTCS portfolios, along with the VaR per risk type (interest rate, equity, foreign exchange and commodity risk). The VaR estimates are used internally as a risk management tool, as well as for regulatory purposes. The GFLRMD calculates the VaR of the Bank's trading and HTCS portfolios, for internal use, on a daily basis, using the latest 75 exponentially weighted daily observations to construct the VCV matrices. For regulatory purposes, the calculations apply only on the trading portfolio and the VCV matrices are based on 252, equally weighted, daily observations. The risk factors relevant to the financial products in the Bank's portfolio are interest rates, equity indices, foreign exchange rates and commodity prices. Additionally, the GFLRMD calculates the stressed VaR (“**sVaR**”) of the Bank's trading portfolio, which is defined as the VaR, where model inputs are calibrated to historical data from a continuous 1-year period of significant financial stress, relevant to the Bank's portfolio. The relevant VCV matrices are identified over a period, starting in January 2008. Similarly to VaR, the Bank calculates sVaR on a daily basis, using a 1-day holding period and 99% confidence level. Finally, the GFLRMD calculates the VaR of the Bank's portfolios by applying the historical simulation approach, for comparative purposes.

The Bank has also established a framework of VaR limits in order to control and manage the risks to which it is exposed in a more efficient way. These limits are based on the Bank's Risk Appetite, as outlined in the Bank's Risk Appetite Framework (“**RAF**”), the anticipated profitability of the

Treasury, as well as on the level of the Bank's own funds, in the context of the Group strategy. The VaR limits refer not only to specific types of market risk, such as interest rate, foreign exchange, equity and commodity but also to the overall market risk of the Bank's Trading and HTCS portfolios taking into account the respective diversification between portfolios. Moreover, the same set of limits are used to monitor and manage risk levels on the regulatory trading book, on an overall basis and per risk type, since this is the aggregation level relevant for the calculation of the own funds requirements for market risk, under the Internal Model Approach (pursuant to Title IV, Chapter 5 of the Capital Requirements Regulation).

The operation of the market risk management unit as a whole, including the VaR calculation framework, have been thoroughly reviewed and approved by the Bank of Greece, as well as by external advisors. Also, the Internal Audit assesses the effectiveness of the relevant internal controls on a regular basis. Moreover, the adequacy of the market risk management framework as well as the appropriateness of the VaR model used for the calculation of the Bank's capital requirements, were successfully reassessed in the context of the Market Risk TRIM performed by the ECB. The successful completion of the TRIM assured the use of the Bank's internal model for the calculation of own funds requirements for market risk.

The VaR of the Bank's Trading and HTCS portfolios is mostly hedged for interest rate risk, but it is exposed to credit-spread risk, through the positions in Greek and other EU periphery sovereign bonds, held in the HTCS portfolio. During the last quarter of 2022, the EU periphery sovereign credit spreads decreased. However, the respective sovereign curves exhibited significant gyrations, thus leading to the increase of the respective volatilities and to higher VaR estimates, albeit below the approved VaR limits.

#### *Back-testing*

The Bank performs back-testing on a daily basis, in order to verify the predictive power of the VaR model. In accordance with the guidelines set out in the CRR, the calculations only refer to the Bank's trading portfolio and involve the comparison of the hypothetical and actual daily gains/losses of the portfolio with the respective estimates of the VaR model used for regulatory purposes. The hypothetical gains/losses is the change in the value of the portfolio between days  $t$  and  $t+1$ , assuming that the portfolio remains the same between the two days. In the same context, the actual gains/losses is the change in the value of the portfolio between days  $t$  and  $t+1$ , including all the transactions that took place in day  $t+1$ , excluding fees, commissions and net interest income.

Any excess of the hypothetical/actual losses over the VaR estimate is reported to the regulatory authorities. Moreover, the Board is informed about the total number of excesses, on a monthly basis.

The Bank's trading book is primarily exposed to interest rate risk in the Eurozone, with the key risk factors being the EUR swap rates and the respective sovereign yields (mainly the German). During 2022, the widening of the swap-spread and the non-parallel movement of the EUR IRS rates and the respective sovereign yields, combined with the unweighted scheme of the VaR model, caused successive over-shootings in the back-testing process.

#### *Stress Testing*

The VaR model is based on certain theoretical assumptions, which do not fully capture the potential bigger movements known as "tail events" in the markets.

To enhance the predictability of the Bank's VaR model and minimise the effect of the aforementioned limitations, the Bank performs stress testing on a weekly basis. The aim of stress testing is to evaluate the gains or losses that may occur under extreme market conditions and applies on both trading and held to collect and sell portfolios.

### ***Counterparty Credit Risk***

Counterparty Credit Risk (CCR) arises from the potential failure of the obligor to meet its contractual obligations and stems from derivative and other interbank secured and unsecured funding transactions, as well as commercial transactions.

Complementary to the risk of the counterparty defaulting, CCR also includes the risk of loss due to the deterioration in the creditworthiness of the counterparty to a derivative transaction.

NBG's CCR predominantly stems from Over the Counter (OTC) and Exchange Traded (Listed) derivative products and, to a lesser extent, from interbank secured and unsecured funding transactions, as well as commercial transactions to which the Bank has limited CCR exposure.

The Group has established and maintains adequate measurement, monitoring, and control functions for counterparty credit risk. Moreover, NBG seeks to further mitigate CCR by standardizing the terms of the agreements with counterparties through ISDA and Global Master Repurchase Agreement ("GMRA") contracts that encompass all necessary netting and margining clauses. CSAs have also been signed with almost all active FIs, so that net current exposures are managed through margin accounts, on a daily basis, by exchanging mainly cash or debt securities as collateral. Also, NBG performs OTC transactions with CCPs, either directly or through qualified clearing brokers.

Finally, NBG avoids taking positions on derivative contracts where the values of the underlying assets are highly correlated with the credit quality of the counterparty (wrong way risk).

### ***Interest Rate Risk in the Banking Book***

Interest rate risk in the banking book ("**IRRBB**") is the current or prospective risk to earnings and capital due to adverse movements in interest rates affecting the banking book positions. Exposure to interest rate risk in the banking book arises from re-pricing mismatches between assets and liabilities. The Group's banking book consists mainly of loans and advances to customers, cash and balances with central banks, due from banks, securities measured at amortised cost and FVTOCI, due to customers, due to banks, debt securities in issue and other borrowed funds that are measured at amortised cost and derivatives hedging other banking book items. The Group maintains adequate measurement, monitoring, and control functions for interest rate risk in the banking book, including:

- measurement systems of interest rate risk that capture all material sources of interest rate risk and assess the effect of interest rate changes in ways that are consistent with the scope of the Group's activities;
- measurement of vulnerability to loss under stressed market conditions;
- processes and information systems for measuring, monitoring, controlling, and reporting interest rate risk exposures in the banking book; and
- a documented policy regarding the management of interest rate risk in the banking book.

IRRBB is measured, monitored and controlled by the Risk Management function (Group Financial and Liquidity Risk Management Division - **GFLRMD**), based on the Group's established risk appetite framework. Specifically, GFLRMD calculates a number of risk metrics for the purpose of monitoring and controlling IRRBB:

- Net Interest Income ("**NI**") sensitivity, a measure of the effect of interest rate changes to the Group's expected interest earnings. NII sensitivity measures changes to interest income under varying interest rate scenarios over a one year horizon and assuming a constant balance sheet

over this period. Its main purpose is to measure the vulnerability of the Group's profitability to changing interest rates conditions; and

- Economic Value of Equity ("EVE") Sensitivity, a measure of the change of the net present value of the balance sheet due to adverse interest rate changes. EVE Sensitivity is calculated on the entire balance sheet under a run-off assumption, i.e., no replenishment of matured transactions.

### ***Country Risk***

Country risk is the current or prospective risk to earnings and capital, caused by events in a particular country which are at least to some extent under the control of the government but definitely not under the control of a private enterprise or individual. The main categories of country risk consist of sovereign risk, convertibility risk and transfer risk. Sovereign risk stems from a foreign government's lack of capacity and/or willingness to repay its debt or other obligations. Convertibility and transfer risk arise when a borrower is unable to convert funds from local to foreign currency in order to repay external obligations. Therefore, country risk refers to all cross-border transactions, either with a central government, or with a financial institution, a corporate or a retail client.

The on and off balance sheet items which potentially entail country risk are the following:

- participation in the equity of the Group's subsidiaries, which operate in other countries;
- interbank secured and unsecured placements and the risk that arises from OTC transactions, with financial institutions which operate abroad;
- loans to corporations or financial institutions that operate abroad, positions in corporate bonds and cross-border project finance loans;
- funded and unfunded commercial transactions with foreign counterparties; and
- holdings of foreign sovereign debt.

In this context, the Bank's exposure to country risk arises from the participation in the Group's subsidiaries operating abroad, the Bank's holdings in foreign sovereign bonds and cross border activities in the form of interbank/commercial transactions and corporate lending.

GFLRMD monitors country risk exposure on a daily basis, mainly focusing on the countries where the Group has presence. Currently, the Bank has limited exposure to country risk, since the only subsidiaries operating abroad are located in Cyprus and Northern Macedonia.

### ***Liquidity Risk***

Liquidity risk is defined as the current or prospective risk arising from the institution's inability to meet its payment obligations as they fall due, without incurring unacceptable losses.

It reflects the potential mismatch between incoming and outgoing payments, taking into account unexpected delays in repayments (term liquidity risk) or unexpectedly high outflows (withdrawal/call risk). Liquidity risk involves both the risk of unexpected increases in the Bank's cost of funding and the risk of being unable to liquidate a position in a timely manner and on reasonable terms.

The Bank's executive and senior management has the responsibility to implement the liquidity risk strategy approved by the Board Risk Committee ("BRC") and to develop the policies, methodologies

and procedures for identifying, measuring, monitoring and reporting liquidity risk, consistent with the nature and complexity of the relevant activities. The Bank's executive and senior management is informed about current liquidity risk exposures, on a daily basis, ensuring that the Group's liquidity risk profile stays within the approved levels.

In addition, top management receives, on a daily basis, the Bank's liquidity report which presents a detailed analysis of the Group's funding sources, counterbalancing capacity, cost of funding and other liquidity metrics related to the RAF, Recovery Plan and Contingency Funding Plan. Additionally, risk management reports monthly to ALCO, all approved liquidity metrics and indicators, as well as liquidity stress testing outcomes, maturity gaps between assets and liabilities, and cost of funding evolution. Liquidity Risk management aims to ensure that the Bank's liquidity risk is measured appropriately and reported frequently to confirm that liquidity metrics are within set risk appetite and management is promptly informed of any developing liquidity risks. In addition, the Group's subsidiaries measure, report and manage their own individual Liquidity Risk, ensuring they are self-sufficient in a liquidity stress (i.e., not reliant on the Parent entity).

During 2022, the Bank strengthened its liquidity profile, as customer deposit balance continued its upward trend and stood at €53.7 billion on 31 December 2022, driven by an increase in the Bank's most stable deposit class, the saving deposits by €2.4 billion. Moreover, MREL capacity was significantly improved, with the successful issuance of c. €0.9 billion Senior Preferred bonds during the last quarter of 2022. The aforementioned developments increased the Bank's LCR and NSFR during 2022, to historically high levels. More specifically, on 31 December 2022 the Bank's LCR stood at 250.2% (Group: 259.2%), and the Bank's NSFR stood at 146.7% (Group: 146.3%). Finally, Loan-to-Deposit ratio stood at 57.7% and 58.6% as of 31 December 2022, on a domestic (Greece) and on a Group level, respectively.

### ***Operational risk***

The Group defines Operational Risk (“**OR**”) as the risk of loss resulting from inadequate or failed internal processes, people and systems or from external events. This definition includes legal risk, excludes strategic and business risk, but takes into consideration the reputational impact of OR.

Operational risk is inherent to all products/services, activities, processes and systems and is generated in all business and support areas.

NBG has established a sound Operational Risk Management Framework (“**ORMF**”), consistent with best practices and compliant with regulatory requirements and internal governance policies. It provides the foundations, principles and governance arrangements for designing, implementing, monitoring, reviewing and continually strengthening operational risk management throughout the Group. ORMF is aligned with the NBG Group Risk Appetite Framework and aims to facilitate a more informed risk decision-making process, resulting in the optimum handling of operational risk.

The ORMF governance structure is based on the three lines of defence (“**LoD**”) model placing particular emphasis on the role of the first line of defence, the Business Units that are responsible and accountable for directly identifying, assessing, controlling and mitigating operational risk within their business activities in compliance with the Bank's standards and policies.

Operational risk management is integrated into the day-to-day business, adding value to the organisation by applying a proactive approach. A series of techniques and programmes have been defined by the Group in order to identify, assess, mitigate and monitor operational risk. The key components of the ORMF are the following:

- the **Risks and Controls Self-Assessment (“RCSA”)** process; it is a recurring, forward looking process performed at least on an annual basis aiming at the identification and assessment of the operational risks faced by the Group. The scope of RCSA extends to all business lines, thereby to all business, support or specialised Units;
- the **Internal Events Management** process; NBG requires accurate and timely knowledge of operational risk related internal events and has therefore established an appropriate event management process that covers the event life cycle, comprising the event identification, categorization, analysis, on-going management, remediation actions and reporting;
- the **Key Risk Indicators** definition and monitoring process; NBG defines Key Risk Indicator as (“**KRI**”) any simple or combined data variable, which allows the assessment of a situation exposing the Bank to operational risk, as well as its trend, by monitoring/comparing its values over time. Therefore, KRIs are metrics providing early warning signs detecting potential risks and vulnerabilities in the activities of the Bank;
- the **Scenario Analysis process**; NBG defines Risk Scenario the creation of a potential event or consequence of events that expose the organisation to significant operational risks and can lead to severe operational losses. Scenario Analysis is the process that reveals all the long term exposures to major and unusual operational risks which can have substantial negative impacts on the organization’s profitability and reputation; and
- the **Training Initiatives and Risk Culture awareness actions**; Group Operational Risk Management Division designs and implements training programmes on operational risk and the ORMF, the use and implementation of programmes, methods and systems as well as other actions aiming at knowledge sharing and the establishment of OpRisk culture Group-wide.

Additionally, the Bank aims to ensure operational resilience focusing on business continuity planning, resilient information and communication technology (ICT) including cyber security, internal & external interconnections, as well as third-party dependency management for the delivery of critical operations.

The implementation of the ORMF and its programmes aims to continuously improve the control environment, implies proactive operational risk management and strengthens the Group’s risk culture.

***Strategic/Business risk:***

Acknowledging the increasing importance of the Business model viability and sustainability risks, the Bank introduced strategic focus within the Risk Management organization (dedicated function of Group Strategic Risk Management) and active participation in Business and Capital planning cycles (including a CRO opinion). The objective is to strengthen the interlink between risk management and strategy, establishing a regular and active involvement of the former in the strategy formulation and execution processes and providing the risk perspective during the definition of overarching business and strategic objectives. The development of Strategic Risk Management Framework is part of the Bank’s Enterprise Risk Management (ERM).

NBG’s strategic objectives and priorities are identified through the Business and Capital Plan and the description of Business strategies set therein, in order to enable the realization of the Group Strategy. The risk identification and materiality assessment process is conducted by association of NBG’s

current Business Model, to the Business Strategy and external economic environment outlook (forward-looking perspective).

The Business Model aspects which are considered for risk identification and materiality assessment are set out and mapped to specific KPIs which the Bank considers as most relevant and indicative to formulate its business profile (current status & forward-looking perspective).

An impact assessment of strategic/business risks is conducted during the Business Plan formulation and approval process (standard process for NBG) and is updated during the ICAAP cycle for any material changes in NBG's Business Strategy as well as in the context of incorporation of latest developments in the external environment (e.g. competition landscape, material regulatory/policy changes, behavioral changes etc.) and latest macroeconomic conditions.

The identification of material Business risk sources forms the basis for impact quantification, as part of single-factor risk impact analysis, scenario analysis and stress testing.

#### ***Climate and Environmental (C&E) risk:***

- The Bank assigned the responsibility for the management of C&E risks throughout its organizational structure, cascading down through the 3 lines of defense and simultaneously established new Committees (Innovation and Sustainability Committee and ESG Management Committee) as a proof of effectiveness.
- Regarding the Risk Management function:
  - The Group CRO is accountable for the supervision of C&E risks and closely collaborates with the GM Transformation, Strategy & International and the GM Group Compliance & Corporate Governance for all major C&E topics.
  - The Group Chief Credit Officer and Credit Divisions ensure incorporation of ESG assessments within lending policies & processes.
  - Group Strategic Risk Management Division has been assigned the role to exercise a holistic overview on C&E risk management activities, being the central C&E reference point within Risk Management and the primary liaison between Risk Management and Business Strategy stakeholders for ESG matters, with a main focus on C&E. This is aligned with NBG's Enterprise Risk Management ("ERM") concept, which is also applicable for the C&E risk area.
  - C&E risks are integrated in the existing risk identification, measurement and assessment processes per primary risk type (transversal risk approach), therefore each Risk Division (Credit Risk, Market & Liquidity Risk, Operational Risk, Strategic/Business Risk):
    - measures, manages and mitigates C&E risks/drivers and their impact on the existing financial & non-financial risk types;
    - incorporates C&E risks/drivers in their internal frameworks, policies, procedures and reporting framework and implements enhancements as needed.
    - The above setup is supported in terms of coordination by the Risk Culture & Risk PMO Division.
- As part of embedding C&E considerations into Risk Management Framework:
  - Qualitative and quantitative risk metrics have been introduced into Risk Appetite Framework of the Bank;
  - Policies and procedures have been revised, including the incorporation of ESG criteria into Credit Granting and Assessment;
  - Climate Risk Stress Test has been incorporated in the overarching Stress Testing Framework, to assess vulnerabilities related to climate risk components, through the selection and examination of appropriate climate risk scenarios, per risk type and transversally, on the basis of risk materiality assessments and proportionality.

## ***Model Risk***

Model Risk is the potential loss the Group may incur, as a consequence of decisions that could be principally based on the output of the models deployed, due to errors in the development, implementation or use of these models. Model Risk occurs primarily for two reasons: 1) a model may produce inaccurate outputs due to errors in its design, methodology, data inputs or implementation, 2) a model may be used incorrectly or inappropriately, without following the proper considerations regarding its limitations and assumptions.

Model Risk is measured, monitored, and managed by the MVU. The MVU has elaborated a set of policies, guidelines, methodologies and controls that comprise the Model Risk Management (“MRM”) Framework. The suitable application of the MRM Framework with the aim to also cover models’ lifecycle needs appropriately, empowers the MVU to perform and to be engaged in various control activities as part of the model validation process. In case that certain deficiencies are identified following the completion of a model validation cycle, the MVU formulates its concerns in the form of Required Action Items “RAIs” which are acted upon after their competent approval and may effect material changes to the models.

The key aspects of the MRM framework are:

- a) *Policies and Processes*: To ensure the accurate, timely and flowless Model Risk quantification process and to manage it effectively, a comprehensive set of guidelines regarding the recognized models’ lifecycle needs as well as Policy and methodology documents relevant to the model governance, management and validation have been elaborated. The guidelines comprise clear and streamlined workflows and methodology documents resulting from MVU’s expertise and “deep dive” analysis, which are consistent with the Banks’ business processes being in effect and the relevant regulatory framework.
- b) *Model Materiality Tiering and Model Risk Assessment*: As required by the regulator, the scrutiny under which each model is validated, monitored and managed, is proportional to the model’s materiality. The MVU has introduced a model materiality tiering procedure, with the explicit intent to ascertain the level of each model’s importance and significance for the Bank. Furthermore, the mentioned classification and the models’ validation outcome are appropriately combined into an internally developed methodology, with the aim to quantify Model Risk in terms of internal capital.
- c) *Issues and Action Plans*: The MVU has accomplished a specific issue tracking business process, implemented in the Bank’s new workflow management system (Common Governance Risk & Compliance “GRC” platform), for the purpose of communicating model issues to the model owners, monitoring their statuses, approving action plans regarding the necessary mitigating initiatives, keeping track of their accomplishment and finally reporting the completion of issues’ resolution to the BRC. This multitude of processes ensures that validation exercises are contributing effectively to maintaining the models sound and functional, keeping them fit for purpose and assisting at the same time active Model Risk management while ensuring that the business essence of the models’ validation assessment is not solely constrained to the fulfilment of reporting needs and purposes.
- d) *Model Inventory and Model Risk Management Module*: The Group’s Risk Units have worked extensively towards the adoption of the mentioned workflow management system, which aims among other purposes to automate most of the procedures being pertinent to the models’ lifecycle requirements. This effort will be further enhanced by the Model Risk Management module being part of the GRC platform, which also incorporates a self-contained model

inventory comprising a thorough and concise model registry in terms of models' attributes. The latter can provide the required supportive evidence for Model Risk management purposes, that remains available within the system. Furthermore, they are utilized – in their entirety or partly – as a pool of necessary inputs for Model Risk estimation purposes. The inventory is intended to become the Bank's comprehensive model repository and to play an essential role in the centralized and holistic approach of Model Risk assessment.

## DIRECTORS AND MANAGEMENT

### Board of Directors of the Bank

The Bank is managed by the Board of Directors (the “**Board**”), which is responsible for ensuring strategic direction, management supervision and adequate control of the Bank, with the ultimate goal of increasing the long-term value of the Bank and protecting the corporate interest at large, in compliance with the current legislation and regulatory framework, including the provisions of the Relationship Framework Agreement between the Bank and the HFSF, as amended from time to time.

The Board’s tasks, key responsibilities and authorities are set out in Greek law 4548/2018, the Greek Banking Legislation, EU Regulation 468/2014, Greek law 4706/2020, Greek law 3864/2010 and the Relationship Framework Agreement between the Bank and the HFSF, all as each time in force, the Hellenic Corporate Governance Code of the Hellenic Corporate Governance Council, which the Bank has adopted, constituting the Hellenic Corporate Governance Code for Companies with securities listed on the stock market, in accordance with Article 17 of Greek law 4706/2020 and Article 4 of Decision 2/905/3.3.2021 of the board of directors of the Hellenic Capital Market Commission, as well as in the Bank’s internal corporate governance framework, i.e. the Bank’s Articles of Association and the Bank’s Corporate Governance Code, which includes additional provisions in compliance with more specific corporate governance framework applying to credit institutions, as well as provisions on internal arrangements and processes that the Bank implements in compliance with the relevant legal and regulatory framework.

### Appointment of Directors and Operation of the Board

The members of the Board are elected by the Bank’s General Meeting of Shareholders for a term that cannot exceed three years and ends at the ordinary General Meeting of the Shareholders in the year in which such term expires. Uneven terms of office may be provisioned for each Director, insofar as this is prescribed by the current legal and regulatory framework. All members can be re-elected. The General Meeting of Shareholders determines each time the exact number of the members of the Board and its independent members.

An HFSF representative also participates in the Bank’s Board, in line with Greek law 3864/2010, as in force. In accordance with the Relationship Framework Agreement between the Bank and the HFSF, signed in December 2015, as in force, the HFSF is also entitled to the appointment of an observer without voting rights (the “**HFSF Observer**”).

Furthermore, until 22 July 2016, pursuant to the Bank’s participation in the Hellenic Republic Bank Support Plan Greek law 3723/2008, the Hellenic Republic had the right to participate in the Board through the appointment of a representative. As the Bank no longer benefits from any support under the Hellenic Republic’s Bank Support Plan, the Bank is no longer subject to the provisions of Greek law 3723/2008 and the representation of the Hellenic Republic on the Bank’s Board has been ceased.

Moreover, as of July 2019 the Board established the role of Senior Independent Director, who is selected from among its independent non-executive members. The duties of the Senior Independent Director, as foreseen in the Bank’s Corporate Governance Code, indicatively include: acting as a sounding board for the Chairman and serving as an intermediary for the other Directors; being a key point of contact for shareholders, regulators and other stakeholders along with the Chairman of the Board; coordinating the non-executive Board members, and discussing with other Directors issues on which the Chairman might have a conflict of interest and acting as intermediary between Directors and the Chairman, as necessary; acting as a facilitator, to facilitate and improve relations with shareholders and to assist in the resolution of conflict in case of crisis or in case of dispute, when for instance: i) there is a dispute between the Chairman and the Chief Executive Officer; ii) shareholders or non-executive directors have expressed concerns that are not being addressed by the Chairman or the Chief Executive Officer; or iii) the relationship between the Chairman and the Chief Executive

Officer is particularly close; and leading the annual evaluation of the Chairman according to the Bank's Board Evaluation Policy.

Since the initial establishment of the role of Senior Independent Director in 2019, the Board, with the support of the Corporate Governance and Nominations Committee, has formulated a detailed profile for the role of the Senior Independent Director, taking into account regulatory provisions, international best practices and relevant guidelines (role specification) provided by the Hellenic Financial Stability Fund (**HFSF**), which was updated in July 2022 in alignment to the revised structure of Board Committees.

### **Responsibilities of the Board**

Among other matters, the Board is responsible for:

- reviewing and approving the strategic direction of the Bank and the Group, including the business plan, the annual budget and the key strategic decisions as well as providing guidance to the Bank's and the Group's Management;
- reviewing the Group's corporate structure, monitoring its embedded risks and ensuring the cohesiveness and effectiveness of the Group's corporate governance system;
- acquiring shareholdings in other banks in Greece or abroad, or divestment thereof;
- establishing branches, agencies, and representation offices in Greece and abroad;
- establishing associations and foundations under Article 108 and participating in companies falling under Article 784 of the Greek Civil Code;
- approving the Bank's internal labour regulations;
- nominating General Managers and other executives of the Bank, as appropriate in line with the applicable framework and accordingly following proposals by the Bank's responsible bodies;
- reviewing and approving the Group and the Bank's annual and interim financial report;
- issuing Bonds of any type, with the exception of those for which the Bank's General Meeting is exclusively responsible in accordance with the Greek law;
- approving and reviewing a Code of Ethics for the employees of the Bank and the Group and the Code of Ethics for financial professionals;
- approving the Bank's and the Group's Corporate Social Responsibility ("**CSR**") Policy; and
- approving and reviewing the Group Remuneration Policy upon decision of its non-executive members, following recommendation by the Human Resources and Remuneration Committee of the Board.

Moreover, pursuant to article 10 of Greek law 3864/2010 (the "**HFSF Law**"), as amended and in force, the representative of the HFSF may, *inter alia*, veto the decision making process of the Board in relation to dividend allocation and the benefits and bonus policy of the Chairman of the Board, the Chief Executive Officer and the other members of the Board, as well as the General Managers and their substitutes, for any credit institutions whose ratio of non-performing loans to total loans, as calculated in accordance with subsection f(ii), of paragraph 2 of Article 11 of Commission Implementing Regulation (EU) 2021/451, exceeds 10%.

The Bank’s Board is supported by seven Board Committees, which have been established and operate for this purpose, namely the “Strategy and Transformation Committee”, the “Board Risk Committee”, the “Audit Committee”, the “Corporate Governance and Nominations Committee”, the “Human Resources and Remuneration Committee”, the “Compliance”, the “Ethics and Culture Committee” and the “Innovation and Sustainability Committee”. The Board Committees operate in accordance with their applicable legislation and regulatory framework applicable in each case, (See “*Board Committees*” below).

## Board Structure

Pursuant to Greek law 3864/2010 and the Relationship Framework Agreement between the Bank and the HFSF, the HFSF participates in the Board through the appointment of a representative (the HFSF Observer, as described above). As notified to the Bank by HFSF's Letter dated 23 July 2018, the duties of the HFSF's Representative, in the context of Law 3864/2010, are exercised by Mr Periklis Drougkas. The HFSF representative is entitled to participate in Board Committees, and has the rights and authorities prescribed by Greek law 3864/2010 and the Relationship Framework Agreement between the National Bank of Greece and the HFSF, both as each time in force.

In the context of overseeing the implementation of the restructuring plan of the banking sector, and specifically, the implementation of any other commitments undertaken by the Greek Government relating to the Bank’s operations, Grant Thornton had been appointed as “Monitoring Trustee” with a view to ensuring compliance of the Bank with the aforesaid commitments. (See also below “*Monitoring Trustee*” and “*History and Development of the Group – 2019 Revised Restructuring Plan*”)

Given that the three-year term of the entire NBG Board of Directors was due to end at the Annual General Meeting of 2021, the Annual General Meeting of the Bank’s Shareholders held on 30 July 2021 elected a new Board of Directors, consisting of twelve (12) Directors, with a term of three years, i.e., through to the Annual General Meeting of 2024. On the same day, the new Board of Directors convened and constituted into a body, in line with the law and the Bank’s Articles of Association. The Annual General Meeting of the Bank’s Shareholders held on 28 July 2022, resolved upon the increase of the number of Board members from twelve (12) to thirteen (13) and the election of Mr. Athanasios Zarkalis as new Independent Non-Executive member of the Board of Directors, in fulfilment of the new position in the Board, with a term equal to the remaining Board members, i.e., up to the Annual General Meeting of Shareholders of 2024. On the same day, the Board of Directors convened and decided on its constitution into a body, in line with the applicable law and the Bank’s Articles of Association.

The following table sets forth the current Board:

<b>Name</b>	<b>Position in Board</b>	<b>Start of Term*</b>	<b>End of Term</b>	<b>Profession/ Main Expertise, Experience</b>	<b>Principal activities performed outside of NBG</b>
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### Board of Directors of the Bank

Gikas Hardouvelis	Chair (Non-executive Member)	30 July 2021	2024	Chair of the Board Professor/ Economist/Risk, Strategy and Corporate Governance Experience	Professor, Department of Banking and Financial Management at the University of Piraeus, First Vice Chair of the Board of Directors and member of the Executive Committee of the Foundation for Economic and Industrial Research (IOBE), participation in the Board of Trustees of Anatolia College, Member of the Advisory Board of the LSE-Hellenic Observatory, Member of the Academic Council of Cyprus International Institute of Management, Resident Fellow at the Institute of Finance and Financial Regulation, Research Fellow at the Centre for Economic Policy Research, London and ex-officio Member of the Board at several foundations in his capacity as Chair of NBG
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### Executive members

Pavlos Mylonas	Chief Executive Officer	30 July 2021	2024	Chief Executive Officer	-
Christina Theofilidi	Executive Board Member	30 July 2021	2024	Executive Board Member	-

### Independent Non-Executive Members

Avraam Gounaris	Senior Independent Director	30 July 2021	2024	Economist / Financial Services	
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Wietze Reehorn	Independent Non-Executive Member	30 July 2021	2024	Risk, Strategy and Corporate Governance Experience	Chairman of the Supervisory Board of MUFG Bank (Europe) N.V. (MBE), Chairman of the Supervisory Board of MUFG Securities (Europe) NV, Member of the Supervisory Board of Anthos Private Wealth Management B.V., participation as member of the Supervisory Council of Frans Hals Museum, Chairman of the Supervisory Council of Stichting Topsport Community, participation in the Board of Directors of ABE Bonnema Stichting and member/Director of Koninklijke Hollandsche Maatschappij der Wetenschappen
Aikaterini Beritsi	Independent Non-Executive Member	30 July 2021	2024	Corporate Governance Experience	Participation in the Board of Directors of EYDAP S.A.
Claude Piret	Independent Non-Executive Member	30 July 2021	2024	Risk Experience/ Financial Services	Participation in the Board of Directors of Saint Pierre Hospital in Belgium

Anne Marion Bouchacourt	Independent Non-Executive Member	30 July 2021	2024	Human Resources and Culture Experience	Chair of Societe Generale Private Banking Switzerland and she also acts as Societe Generale Group Country Head for Switzerland and CEO of Societe Generale Zurich, Participation in Board of Directors of Ipsos and Credit du Nord, President of Conseillers du Commerce extérieur de la France (Suisse), Member of the Board of the 'Association des banques étrangères en Suisse'
Elena Ana Cernat	Independent Non-Executive Member	30 July 2021	2024	Banking/Digital Banking Experience	Participation in Board of Directors of Yoga Vidya Romania
Matthieu Kiss	Independent Non-Executive Member	30 July 2021	2024	Audit Experience	Participation in the Board of Directors of HSBC Insurance France Europe Arab Bank S.A. (EAB) and Chair as a volunteer of the finance committee of the French arm of the Salvation Army
Jayaprakasa (JP) Rangaswami	Independent Non-Executive Member	30 July 2021	2024	IT/ Digital Transformation Experience	Participation in the Board of Directors of Admiral Group plc, Allfunds Bank SA, Daily Mail and General Trust plc, EMIS Group plc, Board Chairman at Web Science Trust, Member of Trust Board of Cumberland Lodge, Adjunct Professor at the University of Southampton

Athanasios Zarkalis	Independent Non-Executive Member	28 July 2022	2024	Commercial, Retail and Strategy Experience
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**Non Executive - Representative of the HFSF (Greek law 3864/2010) -**

Periklis Drougkas	Representative of the HFSF	30 July 2021	2024	Economist	Participation in the Board of Directors of Tirana Bank ShA
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**Secretary Board of Directors**

Panos Dasmanoglou		30 July 2021	2024	General Manager of Group Compliance and Corporate Governance	-
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\* Date of election of the members of the Board by the 2021 and 2022 AGMs

At the end of 2021 and during 2022, the following changes took place as regards composition of the Board:

- On 22 December 2021, the Board elected Mr. Avraam Gounaris as Senior Independent Director. Mr. Claude Piret was serving temporarily as Senior Independent Director from 22 April 2021 until 22 December 2021.
- The AGM held on 28 July 2022, resolved upon the increase of the number of Board members from twelve (12) to thirteen (13) and the election of Mr. Athanasios Zarkalis as new Independent Non-Executive member of the Board, in fulfilment of the new position in the Board, with a term equal to the remaining Board members, *i.e.* up to the AGM of 2024.

*Business Address*

The business address of each member of the Issuer's administrative, management and internal supervisory bodies is the Issuer's registered office at 86 Aiolou Street, 10559 Athens, Greece.

**HFSF influence**

Pursuant to the HFSF Law and the Presubscription Agreement dated 28 May 2012, as amended and restated on 21 December 2012, the HFSF initially appointed a representative on the Bank's Board in 2012. The HFSF representative, according also to the stipulations of the Relationship Framework Agreement between the Bank and the HFSF, participates in the Board Committees. Additionally, according the provisions of the Relationship Framework Agreement between the Bank and the HFSF, the HFSF also appoints an Observer to the Board and Board Committees (without voting rights).

Pursuant to the 2015 Recapitalisation, the HFSF participated in the Bank's recapitalisation by contributing ESM notes and acquiring in exchange common shares with full voting rights representing 38.92% of the share capital of the Bank, and CoCos which were fully repaid on 15 December 2016. Additionally, the HFSF used to retain common shares with restrictions on the exercise of voting rights, as per article 7a of the HFSF Law as in force, corresponding to 1.47% of the share capital of the Bank, which could have full voting rights shares upon certain conditions. However, in accordance with Law 4941/2022, which amended the HFSF Law, Article 107 par. 2, as of 16.07.2022, the HFSF, pursuant to Article 7a of the HFSF Law, as amended by Law 4941/2022 and in force, fully exercises voting rights corresponding to the total shares that it holds, i.e., to shares corresponding to 40.39% of the share capital of the Bank.

Subject to the Relationship Framework Agreement, the applicable law and the Bank's Articles of Association, the Bank's decision making bodies will continue to determine independently, amongst others, the Bank's commercial strategy and policy and the decisions on the day to day operation of the Bank will continue to rest with the Bank's competent bodies and officers, as the case may be, in accordance with their statutory, legal and fiduciary responsibilities.

### **Monitoring Trustee**

From January to February 2013, monitoring trustees (each, a "**Monitoring Trustee**"), acting on behalf of the European Commission, were appointed in all banks under restructuring—including the Bank, in accordance with the commitments undertaken by the Hellenic Republic towards the European Commission in 2012, regarding banks under restructuring, in the Memorandum of Economic and Financial Policies, contained in the First Review of the Second Economic Adjustment Programme for Greece.

The Monitoring Trustees are respected international auditing or consulting firms approved by the European Commission on the basis of their competence, their independence from the banks and the absence of any potential conflict of interest. In each credit institution under restructuring, the Monitoring Trustees worked on behalf and under the direction of the European Commission, within the terms of reference agreed with the European Committee ("**EC**"), ECB and IMF staff.

Grant Thornton had been the Bank's Monitoring Trustee since 16 January 2013, with the duty to monitor the Bank's compliance with the commitments undertaken.

The commitments undertaken in 2012 were updated and included as an Annex in the 2014 Restructuring Plan. The commitments were further updated in December 2015 and included as an Annex in the 2015 Revised Restructuring Plan. On 10 May 2019, the Directorate General for Competition of the European Commission approved the Bank's 2019 Revised Restructuring Plan, amending the commitments of 2015

As communicated by the Directorate General for Competition of the European Commission in June 2022, the restructuring period and the mandate of the Monitoring Trustee for NBG has ended (see p. 14 of the Six Months 2022 Financial Statements under "*Board of Directors' Report – 2019 Revised Restructuring Plan*", as incorporated by reference in the Base Prospectus).

### **Board Committees**

Seven Committees, namely the Audit Committee, the Human Resources and Remuneration Committee, the Corporate Governance and Nominations Committee, the Risk Committee, the Strategy and Transformation Committee, the Compliance, Ethics and Culture Committee and the Innovation and Sustainability Committee have been set up and operate at Board level.

### **Audit Committee**

The Audit Committee was established in 1999 and operates in accordance with the provisions of the Bank of Greece Governor’s Act No. 2577/2006 and Greek law 4449/2017 (article 44), as in force.

The Committee is comprised of the following members:

Chair	Matthieu Kiss
Vice Chair	Claude Piret
Member	Avraam Gounaris
Member	JP Rangaswami
Member	Periklis Drougkas (HFSF representative)

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#### ***Human Resources and Remuneration Committee***

The Human Resources and Remuneration Committee (“**HRRC**”) was established by Board decision (meeting no. 1259/5 May 2005).

The Committee is comprised of the following members:

Chair	Anne Marion-Bouchacourt
Vice Chair	Elena Ana Cernat
Member	JP Rangaswami
Member	Athanasios Zarkalis
Member	Periklis Drougkas (HFSF representative)

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#### ***Corporate Governance and Nominations Committee***

The Corporate Governance and Nominations Committee (“**CGNC**”) was established by Board decision (meeting no. 1259/5 May 2005).

The Committee is comprised of the following members:

Chair	Wietze Reehoorn
Vice Chair	Aikaterini Beritsi
Member	Anne Marion Bouchacourt
Member	Matthieu Kiss
Member	Periklis Drougkas (HFSF representative)

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#### ***Board Risk Committee***

The Board Risk Committee (“**BRC**”) was established by Board decision (meeting no. 1308/20 July 2006) in accordance with the requirements of Bank of Greece Governor’s Act No. 2577/9 March 2006. The Committee has competence over matters relevant to Risk Management, as well as Non-Performing Loans/Exposures (NPLs/NPEs).

The Committee is comprised of the following members:

Chair	Claude Piret
Vice Chair	Wietze Reehoorn
Member	Elena Ana Cernat
Member	Periklis Drougkas (HFSF representative)

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### ***Strategy & Transformation Committee***

The Strategy Committee was established by Board decision (meeting no. 1387/29 September 2009) and was renamed the strategy and transformation committee (“**Strategy and Transformation Committee**”) by Board decision (meeting no. 1622/26 July 2018). The STC supports the executive Board members in developing the Group’s strategic options, assists the Board in taking decisions on all issues related to the Group strategy and regularly reviews the implementation of the Group’s strategy by the Group’s management team.

The Committee is comprised of the following members:

Chair	Wietze Reehoorn
Vice Chair	Matthieu Kiss
Member	Claude Piret
Member	Aikaterini Beritsi
Member	Periklis Drougkas (HFSF representative)

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### **Compliance, Ethics & Culture Committee**

The Ethics and Culture Committee was established by Board decision (meeting no. 1622/26 July 2018) with the purpose of promoting highest standards of ethics and integrity in accordance with international best practices and was renamed to *Compliance, Ethics and Culture Committee* by Board Decision in October 2020 (meeting no. 1685/22 October 2020) with the purpose of adopting a holistic compliance supervisory approach at Board level.

The Compliance, Ethics & Culture Committee is comprised of the following members:

Chair	Aikaterini Beritsi
Member	Avraam Gounaris
Member	Elena Ana Cernat
Member	Periklis Drougkas (HFSF representative)

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### **Innovation and Sustainability Committee**

The Innovation and Sustainability Committee (ISC) was established by Board decision (meeting no. 1718/24.2.2022), following the elevation of the IT & Innovation Advisory Council (established by the Board in January 2021) to a Board Committee and the enhancement of its duties. The purpose of the Committee is to support the Board in ensuring there is continuous monitoring and tracking of important developments and long-term trends related to Innovation, Sustainability, Information Technology, ESG and Banking, so that the Board possesses the necessary awareness of how the banking/financial sector landscape is formed and updated knowledge of the factors that can affect the formulation of the Bank’s long-term strategy, its performance/position in the market and the perception stakeholders may have about the Bank. The overall objective of the Committee is to act as

an out-of-the-box thinker, explorer and incubator of innovative ideas and practices and advise the Board/its Committees as may be deemed appropriate.

The Innovation and Sustainability Committee is comprised of the following members:

Chair	JP Rangaswami
Vice-Chair	Elena Ana Cernat
Member	Anne Marion-Bouchacourt
Member	Athanasios Zarkalis
Member	Periklis Drougkas (HFSF Representative)

### **Executive Committees**

#### *Senior Executive Committee*

The Senior Executive Committee (“SEC”) was established in 2004 and operates via specific Charter. It is the supreme executive body that supports the Chief Executive Officer of the Bank in his duties.

The Committee is comprised of the following members:

Chairman	Pavlos Mylonas	Chief Executive Officer
Member	Christina Theofilidi	Executive Member of the BoD & General Manager of Retail Banking
Member	Vassilis Karamouzis	General Manager of Corporate and Investment Banking
Member	Vasileios Kavalos	General Manager - Group Treasury and Financial Markets
Member	Fotini Ioannou	General Manager – Legacy Portfolio & Specialized Asset Solutions
Member	Ioannis Vagionitis	General Manager of Group Risk Management, Chief Risk Officer
Member	Christos Christodoulou	General Manager, Group CFO
Member	Stratos Molyviatis	General Manager, Chief Operations Officer
Member	Ernestos Panayiotou	General Manager – Transformation, Strategy & International Activities

Member without voting rights	Panos Dasmanoglou	General Manager of Group Compliance and Corporate Governance
Member without voting rights	Georgios Triantafillakis	General Manager of Group Legal Services

An Extended Executive Committee also operates which, additionally to the above members, is comprised of the following members:

Member	Evi Hatzioannou	General Manager of Group Human Resources
Member	Ioannis Kyriakopoulos*	General Manager, Group Real Estate
Member	Chara Dalekou	General Manager of Group Marketing
Member	Kostas Adamopoulos	Assistant General Manager – Strategic Transactions
Member	Beate Randulf	Assistant General Manager – Group Chief Control Officer

\* Mr Ioannis Kyriakopoulos participates in the board of directors of the Athens Exchange Group

#### *Asset and Liability Committee*

ALCO was established in 1993. The Committee's key purpose is to establish the Bank's and its Group financial sector entities' strategy and policy as to matters relating to the structuring and management of assets and liabilities taking into account the current regulatory framework and market conditions, as well as the risk limits set by the Bank.

The Committee is comprised of the following members:

Chairman	Pavlos Mylonas	Chief Executive Officer
Deputy Chairman & Member	Ioannis Vagionitis	General Manager of Group Risk Management, Chief Risk Officer Executive Member of the BoD & General Manager of Retail Banking
Member	Christina Theofilidi	General Manager of Corporate and Investment Banking
Member	Vassilis Karamouzis	General Manager, Group CFO
Member	Christos Christodoulou	General Manager - Group Treasury and Financial Markets
Member	Vasileios Kavalos	General Manager – Legacy Portfolio & Specialized Asset Solutions
Member	Fotini Ioannou	General Manager – Transformation, Strategy & International Activities
Member	Ernestos Panayiotou	

The Committee convenes regularly once a month or extraordinarily, at the invitation of its Chairman.

At the invitation of its Chairman, it is possible for other executives of the Bank and the Group to attend its meetings.

The Committee members do not receive any remuneration for their participation in the Committee.

#### *Senior Credit Committee*

The Senior Credit Committee (the “SCC”) was established in 2008 and its purpose is the optimisation and the sound operation of the risk taking limits.

The Committee is comprised of the following members\*:

Chairman	Pavlos Mylonas	Chief Executive Officer
Member	Vassilis Karamouzis	General Manager of Corporate and Investment Banking
Member	Ioannis Vagionitis	General Manager of Group Risk Management, Chief Risk Officer
Member	Constantinos Vossikas	General Manager, Chief Credit Officer

\* In the case of meetings where issues regarding corporate special assets are discussed, Mrs Fotini Ioannou, General Manager Legacy Portfolio & Specialized Asset Solutions, participates in the Committee.

\*\* In case of impediment or absence of the General Manager – Corporate and Investment Banking, the General Manager of Corporate SMEs and Shipping, Mr. Georgios Koutsoudakis, shall participate in the Committee, while in case of impediment or absence of the General Manager - Legacy Portfolio & Specialized Asset Solutions, the Assistant General Manager - Corporate Special Assets, Mr. Dimitris Papadopoulos shall participate in the Committee.

The General Manager of Group Legal Services is invited and attends the meetings of the Committee.

#### *Provisions and Write Offs Committee*

The **Provisions and Write Offs Committee** (“PWOC”) was established in 2010. Its purpose is the decision making process on the provisions and write offs of the Group claims of any nature, which are considered by the PWOC to be liable of a loss in value in accordance with the relevant “Provisions and Write Offs Policy” of the Group.

The Committee is comprised of the following members:

Chairman	Pavlos Mylonas	Chief Executive Officer
Member	Christos Christodoulou	General Manager, Group CFO
Member	Ioannis Vagionitis	General Manager of Group Risk Management, Chief Risk Officer

#### *ESG Management Committee*

The Committee was established in 2021 and operates via a specific Charter. In the context of its strategic approach and commitment the Committee’s purpose is to continuously promote sustainable

development and responsible entrepreneurship. Further, aiming at effective management of ESG, sustainability and sustainable financing issues, in line with regulatory requirements and taking into account best practices included in international treaties and initiatives, the Bank established the ESG Management Committee to contribute to the governance of multiple aspects of NBG's ESG strategy and implementation

The Committee is comprised of the following members:

Chairman	Pavlos Mylonas	Chief Executive Officer
Member	Christina Theofilidi	Executive Member of the BoD & General Manager of Retail Banking
Member	Panos Dasmanoglou	General Manager of Group Compliance and Corporate Governance
Member	Ioannis Vagionitis	General Manager of Group Risk Management, Chief Risk Officer
Member	Vassilis Karamouzis	General Manager of Corporate and Investment Banking
Member	Ernestos Panayiotou	General Manager – Transformation, Strategy & International Activities
Member	Christos Christodoulou	General Manager, Group CFO
Member	Stratos Molyviatis	General Manager, Chief Operations Officer
Member	Evi Hatzioannou	General Manager of Group Human Resources
Member	Ioannis Kyriakopoulos*	General Manager, Group Real Estate
Member	Chara Dalekou	General Manager of Group Marketing

\* Mr Ioannis Kyriakopoulos participates in the board of directors of Athens Exchange

### Potential Conflicts of Interests

There are no potential conflicts of interest between the duties to the Bank of the persons listed above and their private interests and / or other duties.

### Employees

As at 31 December 2022, the Bank employed a total of 6,706 staff (7,031 less 325 committed exits), compared to 7,139 staff (7,365 less 226 committed exits) as at 31 December 2021. Additionally, the Group's subsidiaries in Greece and abroad employed approximately 1,400 (incl. 3 employees at Representation Office in Melbourne, Australia) employees of which 84 in the Bank's foreign branches as at 31 December 2022, compared to 1,637 (incl. 3 employees at Representation Office in Melbourne, Australia) and 226 respectively as at 31 December 2021.

Most of the Bank's employees belong to a union and the Greek banking industry has been subject to strikes over the issues of pensions and wages. Bank employees throughout the Hellenic Republic went on strike for and 3 days in 2022.

## REGULATION AND SUPERVISION OF BANKS IN GREECE

The Group is subject to financial services laws, regulations, administrative acts and codes applying in each jurisdiction in which it operates.

Further to this, the Group is subject to the European Union regulatory framework and Greek laws and regulations and to supervision by the ECB/SSM and the Bank of Greece.

### *Single Supervisory Mechanism (SSM)*

Council Regulation (EU) No. 1024/2013 (“**Regulation 1024/2013**”) established the SSM for Eurozone credit institutions. The SSM maintains an important distinction between significant and non-significant entities, which will be subject to differing supervisory regimes. The Bank is included in the list of significant supervised entities which the ECB updates and publishes regularly (last updated on 1 March 2023). As a result, the ECB has been granted certain supervisory powers as from 4 November 2014, which include:

- the authority to grant and revoke authorisations regarding credit institutions;
- with respect to credit institutions established in a participating Member State establishing a branch or providing cross border services in Member States that are not part of the Eurozone, to carry out the tasks of the competent authority of the home Member State;
- the power to assess notifications regarding the acquisition and disposal of qualifying holdings in credit institutions;
- the power to ensure compliance with respect to provisions regarding requirements on own funds securitisation, large exposure limits, liquidity, leverage, as well as on the reporting and public disclosure of information on those matters;
- the power to ensure compliance with respect to corporate governance, including fit and proper requirements for the persons responsible for the management of credit institutions, risk management processes, internal control mechanisms, remuneration policies and practices and effective internal capital adequacy assessment processes (including internal ratings based models);
- the power to carry out supervisory reviews, including, where appropriate and in coordination with the EBA, stress tests and supervisory reviews which may lead to the imposition of specific additional own funds requirements, specific publication requirements, specific liquidity requirements and other measures;
- the power to supervise credit institutions on a consolidated group basis, extending supervision over parent entities established in a Member State; and
- the power to carry out supervisory tasks in relation to recovery plans, provide early intervention where a credit institution or group does not meet or is likely to breach the applicable prudential requirements and, only in the cases explicitly permitted under law, implement structural changes to prevent financial stress or failure, excluding any resolution powers.

The SSM framework Regulation 468/2014 (ECB/2014/17) sets out the practical arrangements for the SSM, while Regulation 2014/1163, as amended by Regulation 2019/2155, lays down the methodology and procedure regarding the annual supervisory fees which are born by the supervised credit institutions.

In Greece, as a Member State whose currency is the euro, the ECB exercises its supervisory responsibilities in cooperation with the Bank of Greece. The ECB is responsible for the effective and consistent functioning of the SSM and exercises oversight over the functioning of the system, based on the distribution of responsibilities between the ECB and National Competent Authorities (“NCAs”), which in Greece is the Bank of Greece. To ensure efficient supervision, credit institutions are categorised as “significant” or “less significant”: the ECB directly supervises significant banks, whereas the NCAs are in charge of supervising less significant banks, with the ECB exercising indirect supervision. The Bank is currently categorised as “significant” and is therefore subject to direct supervision by the ECB. The day-to-day supervision is conducted by Joint Supervisory Teams, which comprise staff from both NCAs and the ECB.

#### *Supervisory Review Evaluation Process*

The Bank is subject to continuous evaluation of its capital adequacy in the context of the SSM and could be requested to operate with higher than minimum regulatory capital and/or liquidity ratios. Such evaluations are carried out by the ECB mainly through the SREP.

Following the completion of SREP for 2022, the ECB notified the Group of its new total SREP capital requirement (“TSCR”), which applies from 1 January 2023. According to this decision, the ECB requires the Bank to maintain, on a consolidated and on an individual basis, a TSCR of 11%.

The TSCR of 11% includes:

- the minimum Pillar I own funds requirement of 8% to be maintained at all times in accordance with Article 92(1) of the CRR (as defined below), and
- an additional Pillar II own funds requirement of 3% to be maintained at all times in accordance with Article 16(2)(a) of Regulation 1024/2013, to be made up entirely of Common Equity Tier 1 (“CET1”) capital.

In addition to the TSCR, the Group is also subject to the Overall Capital Requirement (“OCR”). The OCR consists of TSCR and the combined buffer requirement as defined in point (6) of Article 128 of the CRD IV Directive (as defined above).

The combined buffer requirement is defined as the sum of:

- a capital conservation buffer (the “**Capital Conservation Buffer**”);
- the institution specific Countercyclical Capital Buffer (“**CcyB**”); and
- the systemic risk buffer (“**Systemic Risk Buffer**”) / systemically important institutions buffer (“**Systemically Important Institutions Buffer**”), as applicable.

The Capital Conservation Buffer was 2.5% for 2022 for all banks in the EU.

The CcyB is implemented as an extension of the Capital Conservation Buffer and has the primary objective of protecting the banking sector from periods of excess aggregate credit growth that have often been associated with the build-up of system-wide risk. It is calculated as the weighted average of the buffers in effect in the jurisdictions to which a credit institution has significant credit exposures. Bank of Greece defined its methodology for determining the CcyB in 2015 and consecutively set the CcyB at 0% for Greece throughout 2016, 2017, 2018, 2019, 2020 and 2021 (Bank of Greece Acts 55/2015, 83/2016, 97/2016, 103/2016, 107/2016, 115/2017, 119/2017, 122/2017, 127/2017, 135/2018, 143/2018, 148/2018, 152/2018, 156/2019, 159/2019, 161/2019, 164/2019, 167/2020, 173/2020, 177/2020, 180/2021, 186/2021, 190/2021, 193/2021 and 202/2022). The CcyB is also currently 0% in all other countries in which the Group has significant exposures. Thus, the institution specific CcyB

for the Group is currently 0%. For O-SIIs an additional capital buffer is applied, which was 0.25% for 2019, 0.50% for 2020, 0.50% for 2021, 0.75% for 2022 for all four credit institutions that were characterised as O-SIIs in Greece (including the Bank) (Bank of Greece, Executive Committee Act no 151/30.10.2018, Bank of Greece Executive Committee Act no 163/1/1.11.2019, Bank of Greece Executive Committee Act no 174/26.6.2020, Bank of Greece, Executive Committee Act no 195/29.11.2021, and Bank of Greece Executive Committee Act no. 212/21.09.2022) and was set at 1.00% for 2023. See further “*Capital Requirements/Supervision*” below.

Following the completion of the 2022 SREP cycle, in December 2022 the Bank received the final SREP Decision letter from the ECB which established the capital requirements for 2023. In particular, based on 2022 SREP letter, the Pillar 2 Requirement rate for 2023 remained stable at 3%, but OCR increased to 14.50% (from 14.25% in 2022) due to the phase-in of the O-SII buffer (i.e., increased by 0.25%). Consequently, the OCR + P2G capital requirements for 2023 increased to 16.25%. See further “*Capital Requirements/Supervision*” below.

### *ECB Climate Risk Stress Test 2022*

NBG successfully completed the 2022 Climate Risk Stress Test (the “**Exercise**”) led by the European Central Bank (“**ECB**”) under common methodological rules and scenario assumptions, in which 104 significant banks participated.

The Exercise was primarily prescribed by ECB as one of pivotal, but also mutually learning nature for all participating Banks and Supervisors, forming part of the green transition roadmap and effective management of climate risks. In this context, the 2022 Climate risk Stress Test did not constitute a solvency exercise; its outcome is prescribed as informative to the Supervisory Review and Evaluation Process (“**SREP**”) from a qualitative perspective, without a direct impact on capital through the Pillar 2 guidance.

NBG’s overall performance was in line with the average of the EU-wide participating institutions. In terms of advancement in the internal climate stress-testing capabilities (qualitative part of the Exercise), the Bank ranked above the average of Total EU sample at Medium-Advance level, while in the domestic banking sector, NBG’s overall transition impact on business model viability was assessed as of relatively lower risk (Advanced scoring).

The 2022 Climate Stress test outcome reflects the firm commitment and progress made by NBG, setting the basis for an effective climate risk management framework and timely adaptation of processes and strategies, including via ambitious plans for substantial investment in human and technical capabilities.

### *EU-wide stress test 2023*

The EU-wide stress test exercise comprises one of the main supervisory tools to monitor and assess market developments and identify potential risks and vulnerabilities stemming from the micro-prudential level. The EBA is mandated to initiate and coordinate the EU-wide stress tests, in cooperation with the European Systemic Risk Board (ESRB), aiming to assess the resilience of financial institutions to adverse market developments, as well as to contribute to the overall assessment of systemic risk in the EU financial system. The EBA’s EU-wide stress tests are conducted in a bottom-up fashion, using consistent methodologies, scenarios and key assumptions developed in cooperation with the ESRB, the European Central Bank (ECB) and the European Commission (EC). One important element to be noted is that the exercise is conducted under a static balance sheet assumption, with starting point the end-of-year 2022.

On 31 January 2023, the European Banking Authority (EBA) launched the 2023 EU-wide stress test and released the macroeconomic scenarios. The adverse scenario is based on a narrative of hypothetical heightened geopolitical tensions, with high inflation and higher interest rates having strong adverse effects on private consumption and investments, both domestically and globally. The severe nature of the adverse scenario reflects a deliberate choice and reflects the purpose of the stress test exercise, which is to assess the resilience of the European banking system to a hypothetical severely deteriorated macro-environment.

NBG participates in the exercise as part of the EBA sample of Banks. The Bank has duly proceeded so far with the Advanced Data Collection (ADC) and 1st Full Data Collection (FDC1) submission cycles, in line with the official horizontal timeline.

The EBA expects to publish the results of the exercise at the end of July 2023. The outcome of the exercise will inform the 2023 Supervisory Review and Evaluation Process (SREP).

### ***Single Resolution Mechanism***

The Regulation (EU) No 806/2014 (the “**SRM Regulation**”) establishes uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism (“**SRM**”) and the Fund. The SRM Regulation establishing a SRM for the Banking Union (as defined by the European Commission) entered into force on 19 August 2014. On 1 January 2016, the SRM became fully operational.

The SRM Regulation, which complements the SSM (as discussed under “*The Group may need additional capital and liquidity as a result of regulatory changes*” above), applies to all banks supervised by the SSM, including the Bank. These uniform rules and uniform procedures established under the SRM Regulation will be applied by a single resolution board (the “**Single Resolution Board**” or the “**SRB**”) together with the EU Council and the European Commission and the national resolution authorities within the framework of the SRM. The Single Resolution Board shall have available the same range of tools as are available under the BRRD as described below. The SRM will be supported by the Fund. In the Banking Union, the national resolution funds set up under the BRRD were superseded by the Fund as at 1 January 2016 and those funds will be pooled together gradually. Therefore, as at 2016, the Single Resolution Board, calculates the annual contributions of all institutions authorised in the Member States participating in the SSM and the SRM. The European banking sector pays contributions to the Fund. The Council Implementing Regulation (EU) 2015/81 provides for an adjustment mechanism to avoid distortions between institutions and achieve a balanced distribution of contributions between the different types of institutions. This Regulation lays down rules specifying the conditions for implementing of the obligation of the SRB to calculate the contributions for individual institutions pursuant to the SRM Regulation to the Fund and the methodology for the calculation of those contributions, introducing also by derogation of the general methodology an adjusted methodology for an initial transitional period of eight years by way of a gradual phasing in of the SRM methodology. In May 2017 European Commission Delegated Regulation (EU) 2017/747 of 17 December 2015 entered into force, providing for criteria relating to the calculation of ex ante contributions, and the circumstances and conditions under which the payment of extraordinary ex post contributions to the Fund may be partially or entirely deferred.

The SRM works as follows:

- the SSM, as the supervisor, would signal when a bank in the euro area or established in a Member State participating in the Banking Union is in severe financial difficulties and needs to be resolved;
- the Single Resolution Board, the ECB and the European Commission, will carry out specific tasks to prepare for and carry out the resolution of a bank that is failing or likely to fail. The SRB decides whether and when to place a bank into resolution and sets out, in the resolution scheme, a framework for the use of resolution tools and the potential use of the Fund. The SRB

is responsible for the effective and consistent functioning of the SRM and shall only use the Fund for the purpose of ensuring the efficient application of the resolution tools and exercise of resolution powers. The SRB is the owner of the Fund;

- the resolution scheme can then be approved or rejected by the European Commission or, in certain circumstances, by the Council within 24 hours;
- under the supervision of the SRB, national resolution authorities will be in charge of the execution of the resolution scheme;
- the SRB oversees the resolution. It monitors the execution at national level by the national resolution authorities and, should a national resolution authority not comply with its decision, directly addresses executive orders to the troubled banks.

The Fund was set up under the control of the SRB. It will ensure the availability of funding support while the bank is resolved. The European banking sector pays contributions to the Fund. The Fund can only contribute to resolution if at least 8% of the total liabilities and own funds of the bank have been written down or converted into equity.

Regulation (EU) 2019/877 (the “**SMR II Regulation**”) amended the SRM Regulation as regards the loss-absorbing and recapitalisation capacity of credit institutions and investment firms. This Regulation applies from 28 December 2020. The SRB and national resolution authorities should ensure that institutions and entities have sufficient loss-absorbing and recapitalisation capacity to ensure a smooth and fast absorption of losses and recapitalisation in the event of resolution, with a minimum impact on taxpayers and financial stability. That should be achieved through compliance by institutions with an institution-specific MREL as set out in Regulation (EU) No 806/2014. Among the new provisions are included the following:

- In order to align denominators that measure the loss-absorbing and recapitalisation capacity of institutions and entities with those provided for in the TLAC (Total Loss-Absorbing Capacity) standard, the MREL should be expressed as a percentage of the total risk exposure amount and of the total exposure measure of the relevant institution or entity, and institutions or entities should meet simultaneously the levels resulting from the two measurements.
- The SRB, after consulting the competent authorities, including the ECB, shall determine the requirements for own funds and eligible liabilities, subject to write-down and conversion powers, which are to be met at all times by the entities and groups when the conditions for the application are met.

### ***Capital Requirements/Supervision***

In December 2010, the Basel Committee issued two prudential framework documents (“Basel III: A global regulatory framework for more resilient credit institutions and banking systems”, and “Basel III: International framework for liquidity risk measurement, standards and monitoring”) which contain the Basel III capital and liquidity reform package (“**Basel III**”).

The Basel III framework has been implemented in the EU through the CRD IV Directive, which has been transposed into Greek legislation by the Greek Banking Legislation, as amended by Greek laws 4799/2021, 4920/2022 and 4949/2022, and Regulation (EU) No 575/2013 of the European Parliament and of the Council on prudential requirements for credit institutions and investment firms (the “**CRR**” and together with the CRD IV Directive, “**CRD IV**”) which is legally binding and directly applicable in all Member States. Implementation began on 1 January 2014, with particular elements being phased in over a period of time, mainly until 2019.

Some major points of the framework include:

- **Quality and Quantity of Capital.** CRD IV revised the definition of regulatory capital and its components at each capital instrument level. It also imposed a minimum CET1 ratio of 4.5% and Tier 1 Ratio of 6.0%, and introduced a requirement for Additional Tier 1 and Tier 2 capital instruments “own funds” to have loss absorbing features allowing them to be written off or converted on the occurrence of a bail-in of the institution;
- **Capital Buffer Requirements.** In addition to the minimum CET1 ratio of 4.5% credit institutions will have to hold the following CET1 capital buffers as fixed by the relevant authorities:
  - A “**Capital Conservation Buffer**” of 2.5% that is applied gradually between 2016 and 2019 with an annual step up of 0.625%. In case of non-compliance the regulator will impose the constraints on dividends distribution and executive bonuses inversely proportional to the level of the actual CET1 ratio.
  - A CCyB ranging between 0% and 2.5% depending on macroeconomic factors. This buffer is also applied gradually from 2016 to 2019 having a range of 0%–0.625% for 2016, 0%–1.25% for 2017, 0%–1.875% for 2018 and 0%–2.5% for 2019. Bank of Greece specified the CCyB at 0% for Greece for all quarters of 2016, 2017, 2018, 2019, 2020 and 2021 (the CCyB is currently set at 0% by the competent authorities of all countries in which the Group has significant exposures).
  - A “**Systemic Risk Buffer**” of at least 1% made up of CET1 instruments set at the discretion of national authorities of Member States to be applied to institutions at consolidated or solo level, or even at the level of exposures in certain countries at which a banking group operates. Bank of Greece has not used this macro-prudential instrument thus far.
  - A “**Systemically Important Institutions Buffer**” (“**SIIs**”). For globally systemically important institutions the additional buffer ranges between 1% and 3.5%, whereas for O-SIIs it could reach 2%. Bank of Greece specified a 0% capital buffer for 2016, 2017 and 2018 for all four institutions in Greece that were characterized as O-SIIs (including the Bank). However, starting from 2019, a buffer of 1% was gradually phased in for the Bank during a five-year period (2019: 0.25%, 2020: 0.5%, 2021: 0.50%, 2022: 0.75%, 2023: 1.00%).
- **Deductions from Common Equity Tier 1.** CRD IV revised the definition of items that should be deducted from regulatory capital. In addition, most of the items that were required to be deducted from regulatory capital are now deducted in whole from the CET1 component;
- **Central Counterparties.** To address the systemic risk arising from the interconnectedness of credit institutions and other financial institutions through the derivatives markets, the new framework is supporting the efforts of the committee on payments and settlement systems and International Organization of Securities Commissions (“**IOSCO**”) to establish strong standards for financial market infrastructures, including central counterparties (“**CCPs**”). A 2.0% risk-weight factor is introduced to certain trade exposures to qualifying CCPs (replacing the current 0% risk-weighting). The capitalisation of credit institution exposures to CCPs will be based in part on the compliance of the CCP with the IOSCO standards (since non-compliant CCPs will be treated as bilateral exposures and will not receive the preferential capital treatment referred to above);
- **Counterparty Credit Risk.** CRD IV is raising counterparty credit risk management standards in a number of areas, including for the treatment of so called wrong-way risk, i.e., cases where the exposure increases when the credit quality of the counterparty deteriorates. For example, the proposal includes a capital charge for potential mark-to-market losses associated with a

deterioration in the creditworthiness of a counterparty (i.e. CVA risk) and the calculation of expected positive exposure by taking into account stressed parameters;

- **Leverage Ratio.** CRD IV introduced an unweighted Tier I leverage ratio (the “**Leverage Ratio**”) that applies for all credit institutions as part of the Pillar II framework from 1 January 2013. The ratio has migrated to a Pillar I minimum requirement now that CRR II (as defined below) has entered into force;
- **Liquidity Requirements.** CRR II defines the LCR and NSFR regulatory metrics for liquidity risk management and sets their minimum requirement at 100%. LCR defines the amount of unencumbered, high quality liquid assets that must be held by a credit institution to offset estimated net cash outflows over a 30-day stress scenario, and NSFR, defines the minimum required amount of stable funding that must be held by a credit institution in order to fund its assets over a one-year timeframe; and
- **Maximum Distributable Amount.** Pursuant to Article 131 of the Greek Banking Legislation, the Bank may not make discretionary payments (as defined in the Greek Banking Legislation), beyond the Maximum Distributable Amount.

It should be noted that Regulation (EU) 2019/876 amended Regulation (EU) No 575/2013 as regards the leverage ratio, the net stable funding ratio, requirements for own funds and eligible liabilities, counterparty credit risk, market risk, exposures to central counterparties, exposures to collective investment undertakings, large exposures, reporting and disclosure requirements, and Regulation (EU) No 648/2012. This Regulation applies from 28 June 2021 subject to certain exceptions.

In addition to CRD IV, the EBA produces a number of binding technical standards, guidelines and recommendations for its implementation. The EBA published on 21 November 2019 a set of roadmaps outlining its approach and timelines for delivering the mandates stemming from the above regulatory texts published in the Official Journal on 7 June 2019. These mandates are mainly focused in the areas of governance and remuneration, large exposures, resolution as well as reporting and disclosure.

Together with Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014, (see below “*Bank Recovery and Resolution Directive*”) CRD IV forms the common financial regulatory framework in the EU, also known as ‘the Single Rulebook’.

In addition to the substantial changes in capital and liquidity requirements introduced by Basel III and CRD IV, there are several new global initiatives, in various stages of finalisation, which represent additional regulatory pressure over the medium term and will impact the EU’s future regulatory direction. These initiatives include, among others, the Markets in Financial Instruments Regulation (Regulation (EU) No 600/2014), applicable since 3 January 2018 and a revised Markets in Financial Instruments Directive (Directive 2014/65/EU) transposed into national legislation by Greek law 4514/2018 published in Government Gazette Issue A No.14 of 30 January 2018.

In addition, on 23 November 2016, the European Commission published legislative proposals for amendments to the CRR, CRD IV Directive, the BRRD and the SRM Regulation (together, the “**EC Proposals**”), which proposals were subsequently amended during the approval process prior to formal approval of the final text by the European Council in May 2019. The final text was published in the Official Journal of the European Union on 7 June 2019 and entered into force on 27 June 2019. Among other things, these proposals aim to implement a number of new Basel standards (such as the leverage ratio, the net stable funding ratio, market risk rules and requirements for own funds and eligible liabilities) and to transpose the Financial Stability Board’s Total Loss Absorbing Capacity termsheet into European law. The CRD IV Directive has subsequently been amended by the publication of Directive (EU) 2019/878 of the European Parliament and of the Council of 20 May 2019 (the “**CRD V Directive**”) and the CRR has subsequently been amended by the publication of

Regulation (EU) 2019/876 of the European Parliament and of the Council of 20 May 2019 (“**CRR II**”). The CRD V Directive and the CRR II were both published in the Official Journal of the European Union on 7 June 2019 and entered into force on 27 June 2019. EU Member States had to adopt and publish, by 28 December 2020, the measures necessary to comply with CRD V with certain exceptions. As of 18 May 2021, Greek law 4799/2021 came into force, transposing the CRD V Directive into Greek law. CRR II applies from 28 June 2021 subject to certain exceptions. CRR II is directly applicable to the Bank.

### ***Solvency II***

As at 1 January 2016, Greek law 4364/2016 came into force, replacing the previously existing Presidential Decree 400/70 and establishing in Greece the new Solvency II framework as detailed in Directive 2009/138/EC, which is a fundamental revision of the capital adequacy regime for the European insurance sector business.

### ***Bank Recovery and Resolution Directive***

On 15 May 2014, the European Parliament and the Council of the European Union adopted the BRRD, which establishes a harmonized framework for the recovery and resolution of credit institutions and investment firms incorporated under the laws and licensed by the competent authorities of any of the Member States, relying on a network of national resolution authorities and resolution funds to resolve banks. Directive (EU) 2017/2399 (Directive 2017/2399), which was transposed into Greek law by Law 4583/2018 (published in the Government Gazette Issue A No. 212/18.12.2018), amended BRRD as regards the ranking of unsecured debt instruments in insolvency hierarchy. The BRRD has been subsequently amended by the publication of Directive (EU) 2019/879 of the European Parliament and of the Council of 20 May 2019 (the “**BRRD II**”). Member States had to adopt and put into force the measures necessary to comply with BRRD II by 28 December 2020. As of 17 May 2021, with few exceptions, Greek law 4799/2021 came into force, transposing the BRRD II into Greek law.

The **BRR Law**, as amended, *inter alia*, by Greek law 4799/2021, Greek law 4920/2022 and Greek law 5042/2023, and in particular Article 2 “Recovery and resolution of credit institutions and investment firms and other provisions”, the BRRD was transposed into Greek law and the Bank of Greece has been designated as the national resolution authority empowered to apply the resolution tools and exercise the resolution powers (the “**National Resolution Authority**”). the BRR Law provides, *inter alia*, for the following:

- (i) **Preparation and planning stage:** Preparation for adopting measures of recovery and resolution, including (a) drawing up and submitting recovery plans by credit institutions to the competent authority for evaluation, which provide the measures to be taken for restoring their financial position following a significant deterioration of their financial position and (b) drawing up of a resolution plan by the National Resolution Authority for each credit institution.

The Bank of Greece has specified the information to be included in the recovery plans. In particular, Bank of Greece Executive Committee Act No 99/18.7.2016 clarifies the information to be provided in the recovery plans and provides qualitative and quantitative recovery plan indicators. Moreover, Bank of Greece Executive Committee Act No. 98/18.7.2016 specifies the range of scenarios to be used in recovery plans.

- (ii) **Early Intervention stage:** When the institution breaches its licensing and operational requirements or it is likely to breach them in the near future due to rapid deterioration of its financial condition, the BRR Law the competent authority shall have at its disposal at least the following:

- a) requires that the board of directors of the credit institution updates the recovery plan and/or implement one or more of the measures provided in the recovery plan;
  - b) requires that the board of directors of the credit institution examines the situation, identifies measures to overcome any problems identified and draws up an action plan to overcome those problems, within a specific timeline;
  - c) requires that the board of directors of the credit institution convenes a general meeting of its shareholders or, in case the board of directors does not comply, promptly convenes itself a general meeting of the shareholders of the credit institution and in both cases sets the agenda and require certain decisions to be considered for adoption by the shareholders;
  - d) requires that one or more members of the board of directors or senior management be removed or replaced if they are considered unsuitable to perform their duties;
  - e) requires that the board of directors of the credit institution draws up and submits for consultation a plan for debt restructuring with one or all of its creditors according to the recovery plan, where applicable;
  - f) requires the updating of the business strategy of the credit institution;
  - g) requires changes in the legal or business structures of the credit institutions, and
  - h) collects (through, *inter alia*, on-site inspections) and transmits to the National Resolution Authority all necessary information for the update of the resolution plan and the preparation of the potential resolution of the credit institution and the valuation of its assets and liabilities for the resolution purposes.
- (iii) **Resolution measures:** The SRB is the resolution authority for significant banking groups whose parent entity is located in the Banking Union. Together with national resolution authorities it forms the SRM.

Where, pursuant to SRM Regulation, the SRB performs tasks and exercises powers which, pursuant to the BRRD, are to be performed or executed by the national resolution authority, the Board, shall, for the application of the SRM Regulation and of the BRRD, be considered to be the relevant national resolution authority or, in the event cross-border group resolution, the relevant group – level resolution authority.

The SRB shall take action only if all of the following conditions are met:

- (a) the institution is failing or is likely to fail,
- (b) no alternative private sector measure, or supervisory action, including early intervention measures, would prevent the failure of the institution within a reasonable timeframe, and
- (c) a resolution action is necessary in the public interest.

Before proceeding to resolution measures, the SRB shall ensure that a fair, prudent and realistic valuation of the assets and liabilities of the institution is carried out.

The Board of Directors must notify immediately the ECB, as Competent Authority, in cases that an institution is failing or likely to fail. The EBA Guidelines on “the interpretation of the different

circumstances when an institution shall be considered as failing or likely to fail” provide clarifications on the cases where an institution is assessed as “failing or likely to fail”.

The resolution measures that may be implemented either individually or in conjunction (save for the asset separation tool, which may only be applied in conjunction with another resolution tool), are the following:

- *Sale of business tool*: transfer to a purchaser who is not a bridge institution, of shares or other instruments of ownership and/or some or all of the assets of the institution under resolution, namely rights, obligations and contractual relationships, without the consent of the shareholders of the institution under resolution or of any third party other than the acquirer.
- *Bridge institution tool*: establishment of a bridge institution to which shares or other instruments of ownership and/or some or all of the assets of the institution under resolution, namely rights, obligations and contractual relationships, are transferred without the consent of the shareholders of the institution under resolution or of any third party.
- *Asset separation tool*: transfer of assets, namely rights, obligations and contractual relationships, of an institution under resolution or of a bridge institution to one or more asset management companies, without the consent of the shareholders of the institutions under resolution or of any third party other than the bridge institution. The asset management companies are legal persons owned in total or partially or controlled by one or more authorities, including the Fund or the National Resolution Authority.
- *Bail in tool* write-down or conversion of any obligations of an institution that meets the resolution conditions, except for the cases prescribed by BRRD.

When using the bail-in tool, the relevant resolution authority must write down or convert obligations of the entity under resolution in the following order:

- (i) CET1;
- (ii) AT1 instruments;
- (iii) T2 instruments;
- (iv) other subordinated debt, in accordance with the ranking of claims in special liquidation proceedings; and
- (v) other eligible liabilities, in accordance with the ranking of claims in special liquidation proceedings.

The above obligations do not include liabilities expressly excluded from the scope of the bail-in tool by operation of Article 44 of the BRR Law, including, *inter alia*, covered deposits and secured liabilities (including covered bonds).

The ranking of liabilities in the case of special liquidation proceedings against a credit institution are provided for by Article 145A of the Greek Banking Legislation, as follows:

- (a) claims deriving from the provision of employment services and legal fees to the extent that the claims arose during the two years prior to the opening of special liquidation proceedings under the Greek Banking Legislation, as well as employees’ and in-house lawyers’ claims deriving from the termination of their employment/mandate, irrespective of the point at which such claims arose, claims of the Greek state for value added tax and other taxes aggregated with any surcharges and interest accrued, and claims of social security organizations;

- (b) Greek State claims arising in case of application of internal Articles 57 or 58 of Article 2 of the BRR Law referring to financial stabilization tools;
- (c) claims deriving from guaranteed deposits or claims of the Hellenic Deposit and Investment Guarantee Fund (“**HDIGF**”), the latter assuming the depositors’ rights and obligations, who have been compensated by the HDIGF, and for the amount of such compensation or claims of the HDIGF due to the use of the Deposit Cover Scheme (“**DCS**”) in the context of resolution under Article 104 of BRR Law;
- (d) any type of Greek State claim aggregated with any surcharges and interest charged on these claims;
- (e) the following claims:
  - (A) Claims of the Resolution Fund pursuant to internal Article 98, par. 6, of the BRR Law, in case of provision of financing to the institution in the context of the fulfilment of the obligations of the Resolution Fund, as per the specific provisions of internal Article 95, par. 2, of the BRR Law; and
  - (B) Claims deriving from eligible deposits of natural persons and micro, small and medium-sized enterprises to the extent that they exceed the coverage threshold for deposits pursuant to Article 9 of Law 4370/2016, and claims deriving from deposits of natural persons and micro, small and medium-sized enterprises that would be eligible deposits if such deposits have not been made through third country (non-EU) branches of EU credit institutions.
- (f) Claims deriving from investment services that are covered by the HDIGF within the meaning of Articles 12 and 13 of Law 4370/2016 or claims of the HDIGF, the latter assuming the rights and obligations of investor clients, who have been compensated by the HDIGF, and for the amount of such compensation;
- (g) claims deriving from eligible deposits to the extent that they exceed the coverage limit and do not fall under (e) above;
- (h) claims deriving from deposits exempted from compensation in accordance with Article 12 of Law 4370/2016, excluding claims deriving from transactions of investors for which a final court decision has been issued for a penal violation of AML/CTF rules; and
- (i) without prejudice to points j) and k) below, other claims that do not fall within the above listed points and are not subordinated claims as per the relevant agreement, including but not limited to, liabilities under loan agreements and other credit agreements, agreements for the supply of goods or for the provision of services or from derivatives, claims deriving from debt instruments issued by the credit institution, claims deriving from guarantees granted by the credit institution in relation to debt instruments issued by its subsidiaries (as defined by paragraph 2 of Article 32 of Law 4308/2014), irrespective whether such subsidiaries have their registered seat in Greece or abroad, as well as claims of such subsidiaries, when their claims derive from a loan or deposit agreement with the credit institution in question, by virtue of which the proceeds from such issuance of debt instruments by the subsidiaries is on lent to or deposited with the relevant credit institution. In the case of such a deposit by such a subsidiary, this paragraph applies in relation to that part of the deposit for which subparagraph (c) of this paragraph does not apply.
- (j) claims deriving from debt instruments issued by the credit institution that meet the following conditions: (aa) the original contractual maturity of the debt instruments is at least one (1) year; (bb) they do not contain any embedded derivatives and they are not themselves

derivatives, and the debt instruments are not considered to contain embedded derivatives solely on the basis that they have floating interest based on a widely used reference interest rate or on the basis that they are denominated in a foreign currency, provided that the principal, the repayment and the interest are in the same currency; and (cc) the relevant contractual documentation and, where applicable, the prospectus related to the issuance and the distribution thereof explicitly refer to the lower ranking as provided for in the present point. In addition, this paragraph applies to claims deriving from guarantees granted by the credit institution in relation to debt instruments issued by its subsidiaries (as defined by paragraph 2 of Article 32 of Law 4308/2014), irrespective whether such subsidiaries have their registered seat in Greece or abroad, that meet the above conditions under (aa) to (cc), as well as claims of such subsidiaries, when their claims derive from a loan or deposit agreement with the credit institution in question, by virtue of which the proceeds from such issuance of debt instruments by the subsidiaries is on lent to or deposited with the relevant credit institution. In the case of such a deposit by such a subsidiary, the previous sentence applies in relation to that part of the deposit for which subparagraph (c) of this paragraph does not apply.

- (k) Claims deriving from subordinated debt instruments or Tier 2 instruments or hybrid securities or Additional Tier 1 instruments or preferential shares or common shares, common equity tier 1 instruments issued by the credit institution, applying the different ranking between the different categories of claims that fall within this instance. In addition, this paragraph applies to claims deriving from guarantees granted by the credit institution in relation to debt instruments of lower ranking or hybrid securities or other securities included in the above categories issued by its subsidiaries (as defined by paragraph 2 of Article 32 of Law 4308/2014), irrespective whether such subsidiaries have their registered seat in Greece or abroad, when such claims derive from a loan or deposit agreement with the credit institution in question, by virtue of which the proceeds from such issuance of debt instruments or hybrid securities or other securities included in the above categories issued by its subsidiaries. In the case of such a deposit by such a subsidiary, the previous sentence applies in relation to that part of the deposit for which subparagraph (c) of this paragraph does not apply.

The claims under points (A) and (B) of case (e) above are satisfied pro rata. As for the rest, the provisions of Articles 975 to 978 of the Greek Code of Civil Procedure shall apply by way of analogy.

Further to the above resolution tools, the SRB is entitled to decide on the exercise of the write-down or conversion powers in respect of Additional Tier 1 and Tier 2 capital instruments, as well as eligible liabilities of the institution, either independently or in combination with the resolution tools, under the circumstances provided by the law, for example when it is established that the conditions for resolution are met or when the competent authority establishes that if the said power is not exercised, the institution will cease to be viable. If an institution meets the requirements for resolution and the SRB decides to implement a resolution tool, then the exercise of the above power is required.

Furthermore, it should be noted that the following EU Regulations have been issued:

- Commission Delegated Regulation (EU) 2016/860 specifies further the circumstances where exclusion from the application of write-down or conversion powers is necessary.
- Commission Delegated Regulation (EU) 2016/1401 established regulatory technical standards for methodologies and principles on the valuation of liabilities arising from derivatives.
- Commission Delegated Regulation (EU) 2017/867 on classes of arrangements to be protected in a partial property transfer.
- Commission Delegated Regulation (EU) 2016/1450 with regard to regulatory technical standards specifying the criteria relating to the methodology for setting the MREL to be set by

resolution authorities in order to determine the loss absorption amount which the institution or group should be capable of absorbing.

- Commission Delegated Regulation (EU) 2016/1075 regarding regulatory technical standards specifying the content of recovery plans, resolution plans and group resolution plans, the minimum criteria that the competent authority is to assess as regards recovery plans and group recovery plans, the conditions for group financial support, the requirements for independent valuers, the contractual recognition of write-down and conversion powers, the procedures and contents of notification requirements and of notice of suspension and the operational functioning of the resolution colleges.
- Commission Implementing Regulation (EU) 2016/911 provided implementing technical standards with regard to the form and the content of the description of group financial support agreements. In the same context Executive Committee Act 131/23.01.2018 of Bank of Greece specifies the conditions for the group financial support.

### ***Use of public funds in the context of the resolution framework***

In cases of an exceptional systemic crisis, extraordinary public financial support may be provided with respect to institutions meeting the conditions for resolution. Extraordinary public financial support is provided under strict conditions by virtue of a decision of the Greek Minister of Finance, following a recommendation of the Systemic Stability Board of the Greek Ministry of Finance and a consultation with the resolution authority, through public financial stabilisation tools as a last resort and only after having assessed and utilised, to the maximum extent, the other resolution tools, in order to avoid, through the direct intervention, the winding-up of the said institutions and in order for the resolution purposes to be accomplished. The public financial stabilisation tools are:

- a) public capital support provided by the Greek Ministry of Finance or by the HFSF following a decision by the Greek Minister of Finance; and
- b) temporary public ownership of the institution, i.e. the transfer of the shares of an institution to a transferee of the Hellenic Republic or a company which is fully owned and controlled by the Hellenic Republic.

The following conditions must be cumulatively met in order for the public financial stabilisation tools to be implemented:

- a) the institution meets the conditions for resolution;
- b) the shareholders, owners of other instruments of ownership, holders of relevant capital instruments and other bail-inable liabilities have contributed, through conversion, write-down or by any other means, to the absorption of losses and the recapitalization by an amount equal to at least 8% of the total liabilities, including own funds of the institution under resolution, calculated at the time of the resolution action in accordance with the valuation conducted; and
- c) prior and final approval by the European Commission regarding the EU State aid framework for the use of the chosen tool has been granted.

In addition to the above, for the provision of public financial support, one of the following conditions must be met:

- a) the application of the resolution tools would not suffice to avoid a significant adverse effect on the financial stability;

- b) the application of the resolution tools would not suffice to protect the public interest, where extraordinary liquidity assistance from the central bank has previously been given to the institution; and
- c) in respect of the temporary public ownership tool, the application of the resolution tools would not suffice to protect the public interest, where public equity support through the equity support tool has previously been given to the institution.

### ***Use of public funds outside the resolution framework***

By way of exception, extraordinary public financial support may be granted to a credit institution in the form of an injection of own funds or purchase of capital instruments without the involvement of resolution measures, under the following cumulative conditions:

- in order to remedy a serious disturbance in the economy of a Member State and preserve financial stability;
- to a solvent credit institution in order to address a capital shortfall identified in a stress test, assets quality reviews or equivalent exercises;
- at prices and on terms that do not confer an advantage upon the institution;
- on a precautionary and temporary basis;
- subject to final approval of the European Commission;
- not to be used to offset losses that the institution has incurred or is likely to incur in the near future;
- the credit institution has not infringed and there are no objective elements to support that the credit institution will, in the near future, infringe its authorization requirements in a way that would justify the withdrawal of its authorization;
- the assets of the credit institution are not and there are no objective elements to support that the assets of the credit institution will, in the near future, be less than its liabilities;
- the credit institution is not and there are no objective elements to support that the credit institution will be unable to pay its debts or other liabilities when they fall due; and
- the circumstances for the exercise of the write-down or conversion powers in respect of Additional Tier 1 and Tier 2 capital instruments of the institution do not apply.

### ***MiFID II***

Directive 2014/65/EU on markets in financial instruments repealing MiFID I (“**MiFID II**”) was transposed into Greek law by Law 4514/2018, as amended, *inter alia*, by Greek law 4920/2022.

MiFID II together with Regulation (EU) 600/2014 on markets in financial instruments (“**MiFIR**”) introduced the new framework on financial markets. Both documents aim to have more efficient, resilient and transparent markets.

In particular, MiFID II introduced rules, *inter alia*, on high frequency trading, improves the transparency and oversight of financial markets, including derivatives markets, and addresses the issue of excessive price volatility in commodity derivatives markets. Furthermore, it expands supervision to all financial instruments admitted to trading, over-the-counter transactions and trading venues.

MiFID II also enhanced investor protection by introducing new product governance requirements and more stringent organisational and business conduct requirements.

MiFID II empowered the European Commission to adopt delegated and implementing acts to specify how competent authorities and market participants shall comply with the obligations laid down in the directive.

### ***The Greek Regulatory Framework***

The CRD IV framework, comprising CRD IV Directive (as transposed into Greek law by way of the Greek Banking Legislation) and the CRR on the prudential supervision of credit institutions and investment firms establishes the regulatory framework which governs the operation and supervision of credit institutions in the European Union. The CRD IV Directive has subsequently been amended by the CRD V Directive and the CRR has subsequently been amended by the CRR II. The CRD V Directive and CRR II were both published in the Official Journal of the European Union on 7 June 2019 and entered into force on 27 June 2019. CRR II is directly applicable to the Bank and applies from 28 June 2021, subject to certain exceptions. The Member States had to adopt and publish by 28 December 2020 the measures necessary to comply with the CRD V Directive, with certain exceptions. As of 18 May 2021, Greek law 4799/2021 came into force, transposing the CRD V Directive into Greek law.

The Greek Banking Legislation, as amended by Law 4799/2021 and subsequently by Law 4920/2022, Law 4949/2022 and Law 5036/2023, replaced Law 3601/2007. According to article 166 of Greek Banking Legislation, regulatory decisions issued by ministers or competent authorities by virtue of Greek law 3601/2007 remain in force as long as they are not contrary to the provisions of the Greek Banking Legislation or Regulation No. 575/2013/EC and until replaced by new regulatory acts under the Greek Banking Legislation.

Under the current regulatory framework, credit institutions operating in Greece are, among others, required to:

- observe the liquidity ratios prescribed by Regulation No. 575/2013/EC and relevant Acts of the Governor the Bank of Greece or the Executive Committee of the Bank of Greece, to the extent that (according to article 166 of the Greek Banking Legislation) such acts are not contrary to the provisions of the Greek Banking Legislation or the CRR and until replaced by new regulatory acts issued under the Greek Banking Legislation;
- observe the own funds requirements and calculation rules provided for by Regulation No. 575/2013/EC and Decision no 114/1/4.8.2014 of the Credit and Insurance Committee Decisions as in force and Decision No. 125/31.10.2017, as amended by Decision No. 191/1/23.07.2021 of the Executive Committee of the Bank of Greece;
- maintain efficient and independent internal audit, compliance and risk management systems and procedures (Bank of Greece Governor Act No. 2577/2006, as supplemented and amended by subsequent decisions of the Governor of the Bank of Greece and of the Banking and Credit Committee of the Bank of Greece). The Monitoring Trustee mandate and the Relationship Framework Agreement also include provisions regarding the maintenance of such systems and procedures;
- submit to the Bank of Greece periodic reports and statements required under Bank of Greece Governor Act No. 2651/2012, as amended and currently applicable, and other relevant Acts of the Governor of the Bank of Greece;
- disclose data regarding the credit institution's financial position and the risk management policy;

- provide the Bank of Greece any other information requested;
- in connection with certain operations or activities, notify or request the prior approval of the Bank of Greece/SSM, in each case in accordance with the applicable laws of Greece and the relevant acts, decisions and circulars of the Bank of Greece and the European regulatory framework; and
- permit the Bank of Greece to conduct audits and inspect books and records of the credit institution, in accordance with Greek law (including the Greek Banking Legislation) and certain Bank of Greece Governor's Acts;

If a credit institution breaches any law or a regulation falling within the scope of the supervisory power attributed to the Bank of Greece, the Bank of Greece is empowered, among others, to:

- require the relevant bank to take appropriate measures to remedy the breach;
- impose fines (article 55A of the Articles of Association of the Bank of Greece, as ratified by Law 2832/2000 and as amended by Bank of Greece Governor Act No. 2602/2008), and provisions of the Greek Banking Legislation; and
- revoke, in cooperation with the ECB according to Regulation 1024/2013, the license of the bank.

In the context of the SSM, the ECB and the NCAs (the Bank of Greece in Greece), Regulation 1024/2013 stipulates the supervisory tasks conferred upon the SSM and Regulation (EU) 468/2014 determines the framework of cooperation within the SSM.

The regulatory framework applicable to the Bank has been also affected by the establishment of the HFSF and the recapitalization framework. Moreover, Regulation (EU) 2016/445 specifies certain of the options and discretions conferred on competent authorities under Union law concerning prudential requirements for credit institutions that the ECB is exercising. The ECB on 28 March 2022 updated its harmonised policies for exercising the options and discretions that it is allowed to exercise under European Union law when supervising banks, following a public consultation which ended on 30 August 2021. In this context, the abovementioned Regulation has been subsequently amended by Regulation (EU) 2022/504. Regulation (EU) 2016/445 was further specified by the Executive Committee of the Bank of Greece (Decision No. 125/31.10.2017 as amended by Decision No. 191/1/23.07.2021).

## **The Hellenic Financial Stability Fund—The Greek Recapitalisation Framework**

### ***Formation of the Hellenic Financial Stability Fund***

The HFSF was established by Greek law 3864/2010 (the “**HFSF Law**”), as a private law entity, to which the provisions of the Corporate Law including, *inter alia*, with respect to voting rights, are applicable on an ancillary basis, with capital funded by the Greek government out of the resources made available by the EU and the IMF to ensure adequate capitalization of the Greek banking system. Additionally, Greek law 4389/2016 (article 188) prescribes HFSF as a subsidiary of Hellenic Corporation of Assets and Participations. It should be noted that Hellenic Corporation of Assets and Participations does not belong to the Greek public sector. A recent amendment of the HFSF Law by means of Greek law 4941/2022 has introduced significant changes to HFSF's competencies. These changes include, indicatively, the addition of detailed provisions related to HFSF's divestment strategy, the extension of the scope of the HFSF's voting rights, as well as changes to the HFSF representative's rights, some of which have been repealed and others amended.

The purpose of the HFSF, according to the HFSF Law, is to maintain the stability of the Greek banking system for protection of the public interest and to effectively divest the shares or other financial instruments of credit institutions that it holds, on the basis of its divestment strategy which does not, in principle, extend further than its duration. The duration of the HFSF has been set until and including 31 December 2025.

#### *Relationship Framework Agreement*

Following the participation of the HFSF in the Bank's share capital in 2013, the Bank and the HFSF entered into a relationship framework agreement in July 2013. In connection with its receipt of State Aid as part of its recapitalization in December 2015, the Bank entered into a revised relationship framework agreement with the HFS dated 3 December 2015 (hereinafter the "**Relationship Framework Agreement**"). The Relationship Framework Agreement replaced the initial relationship framework agreement entered into by the Bank and the HFS in July 2013. The Relationship Framework Agreement states that, subject to its provisions, the applicable law, and the charter documents, the Bank's decision making bodies will determine independently, the Bank's commercial strategy and policy and the decisions on the day-to-day operation of the Bank will continue to rest with the Bank's competent bodies and officers, as the case may be, in accordance with their statutory, legal and fiduciary responsibilities.

The Relationship Framework Agreement prescribes the appointment of the HFSF representative to the Board of Directors and the appointment of an observer (without voting rights) also participating at the Board of Directors. Additionally, as prescribed by the Relationship Framework Agreement, both the representative and the observer participate in the Board Committees.

The HFSF Representative on the Board has all the rights and responsibilities that all Board members have according to general company and banking law. In addition to that, and pursuant to article 10 of HFSF Law, the HFSF Representative will also have the following special rights:

- (a) to veto any decision of the credit institution's Board of Directors:
  - (i) regarding the distribution of dividends and the benefits and bonus policy concerning the Chairman, the Chief Executive Officer and the other members of the Board of Directors, as well as whoever exercises general manager's powers and their deputies for any credit institutions whose ratio of non-performing loans to total loans, as calculated in accordance with subsection g(ii), of paragraph 2 of Article 11 of Commission Implementing Regulation (EU) 2021/451, exceeds 10%, or;
  - (ii) regarding a decision to amend the articles of association, including the increase or decrease of capital or the granting of relevant authority to the Board of Directors, merger, division, conversion, revival, extension or dissolution of the company, transfer of assets, including the sale of subsidiary or for any other issue for which an increased majority is required according to the provisions of Law 4548/2018 and which decision may significantly affect the participation of the HFSF in the share capital of the Bank;
- (b) to request an adjournment of any meeting of the credit institution's Board of Directors for three (3) business days, until instructions are given by the HFSF's Chief Executive Officer. Such right may be exercised by the end of the meeting of the credit institution's Board of Directors;
- (c) to request that the Board of Directors of the credit institution is convened within the next seven (7) calendar days from the HFSF's representative written request to the Chairman of the Board. The relevant request shall be addressed to the Chairman of the Board in writing and

include the proposed items on the agenda. If the Chairman of the Board does not proceed to the convocation of the Board within the above deadline or does not include all the proposed items in the invitation, then the HFSF representative shall be entitled to convoke the Board within five (5) days as of the expiry of the above seven (7) days period;

Additionally, as per the Relationship Framework Agreement, the HFSF representative has the right in Board Committees to request that the committee is convened within the next seven (7) days from the HFSF representatives' written request to the Chairman of the committee. The relevant request shall include the proposed items of the agenda. If the Chairman of the committee does not proceed to the convocation of the committee within the above deadline or does not include all the proposed items in the invitation, then the HFSF representative shall be entitled to convene the committee within five (5) days as of the expiry of the above seven (7) days period.

According to Article 28 of Greek law 4701/2020, HFSF and the financial institutions who participated in recapitalisation plans, or the beneficiary financial institutions that resulted from fully or partial carve-outs of banking operations in the context of Greek law 4601/2019 (corporate transformation law), may decide to extend the term of its auditors for a period not exceeding 10 years in total (according to Article 17 EU 537/2014 (L158)) provided that the General Meeting of the financial institution approves reasoned proposal of the Board of Directors, following the recommendation of the Audit Committee. In that context, following the positive assessment and proposal of the Audit Committee and subsequent relevant reasoned proposal of the Board of Directors to the 2022 Annual General Meeting of the Bank's shareholders in accordance with the aforementioned Article of Greek law 4701/2020, the 2022 Annual General Meeting of the Bank's shareholders appointed PwC to undertake the audit of the Group for the year ending 31 December 2022.

The Relationship Framework Agreement shall remain in force for as long as the HFSF holds either shares or other capital instruments at the Bank, irrespective of the percentage of its holding.

The Relationship Framework Agreement is available at HFSF's website <https://hfsf.gr/en/legal-framework/rfas/>. The information on this website is not incorporated by reference in this Base Prospectus.

### *Disposal of Shares*

The Board of Directors of the HFSF will decide on the way and procedure for disposing the shares or other financial instruments it may hold (the "**Divestment Strategy**") as it deems appropriate, whether in a single transaction or a series of transactions, in compliance with Article 8 of the HFSF Law. The disposal of shares may not be made to any entity belonging directly or indirectly to the Hellenic Republic, in accordance with Greek law.

The Board of Directors of the HFSF shall draw up a well-reasoned Divestment Strategy, which shall include the general program for the disposal of shares or other financial instruments of credit institutions held by the HFSF, as well as specific guidelines for any credit institution concerned, for which the relevant features of the HFSF's shareholding in it shall be taken into account. The divestment strategy shall adhere to the principles of free competition and shall be governed, indicatively and not exhaustively, by the following principles: (a) the financial and operational viability of the credit institution, (b) the conditions of the market, the macroeconomic conditions and the conditions of the banking sector, (c) the reasonably expected consequences of the Divestment Strategy on the financial sector, market and the wider Greek economy, (d) the transparent action principle, (e) the necessity for a timeplan for the realisation of the Divestment Strategy, taking also into consideration the duration of the HFSF, (f) the need for disposal within a timely and reasonable timeframe, and (g) the necessity for the Greek financial sector to return to a purely private shareholding structure.

The Board of Directors of the HFSF may consult with other institutions including with credit institutions on matters that relate to the Divestment Strategy, provided that the confidentiality of information is maintained and that the rules of inside information under current legislation are adhered to. In order to adopt a Divestment Strategy, the Board of Directors of the HFSF shall appoint an independent financial advisor of global reputation on relevant matters (the “*divestment strategy advisor*”) the drafting of the relevant report. The Divestment Strategy shall receive the previous consent of the Ministry of Finance, which may previously request the opinion of the Bank of Greece. The Divestment Strategy shall be kept up to date.

In order to resolve on a disposal, the HFSF shall appoint an independent financial advisor of global reputation on relevant matters (the “*disposal advisor*”) for the provision of a report on the disposal. The capacity of divestment strategy advisor is mutually exclusive with the capacity of disposal advisor. The report of the disposal advisor for an intended disposal is made for each specific credit institution and is subject to minimum content requirements and is accompanied by a timeplan for the disposal. The disposal of the HFSF’s participation in each credit institution is carried out in accordance with the HFSF’s purposes.

Without prejudice to the relevant provisions of Regulation (EU) 2017/1129 (as amended) and Greek law 4706/2020, the disposal may take place by a public offer or an offer to one or more specific investors or group of investors: (i) through an open contest or interest solicitation from selected investors; (ii) through exchange trade orders; (iii) by public offer of shares for cash or in exchange of other securities; and (iv) by book building.

The HFSF may reduce its participation in credit institutions through a share capital increase of the credit institutions by waiving or disposing of its pre-emption rights.

On January 11<sup>th</sup>, 2023, the HFSF announced the completion of the updating process for the Divestment Strategy, which was drawn up pursuant to Law 3864/2010, agreed upon by all interested parties and approved by the Ministry of Finance. The key points of the Divestment Strategy are available on HFSF’s website at [https://hfsf.gr/wp-content/uploads/2023/01/Divestment-Strategy-23\\_25-EN.pdf](https://hfsf.gr/wp-content/uploads/2023/01/Divestment-Strategy-23_25-EN.pdf).

### ***Monitoring Trustee***

On 27 June 2022, the Bank’s Restructuring Plan approved by the European Commission in 2015, has been successfully completed underlining the end of the restructuring period. Information in respect of the Monitoring Trustee is included in “*Management and Employees – Monitoring Trustee*” above.

### **Capital Controls**

As of 1 September 2019, the restrictions on cash withdrawals and capital transfers have been repealed by virtue of article 86 of Law 4624/2019. All relevant Ministerial Decisions and Decisions of the Committee for the approval of banking transactions that were adopted during the period that the restrictions on cash withdrawals and capital transfers were in force have been repealed by the abovementioned article of Law 4624/2019 as well.

### ***Settlement of Amounts Due by Indebted Individuals***

*Settlement of Amounts Due by Indebted Individuals under Greek law 4738/2020 (entry into force from 1 March or 1 June 2021)*

Greek law 4738/2020 (the “**Debt Settlement and Facilitation of a Second Chance Law**”) regulates the settlement of debts from its entry into force (1 March or 1 June 2021, depending on the applicable

provision). Greek laws 3869/2010 and 4605/2019 shall no longer apply, save for applications already filed.

On 27 October 2020, Greek law 4738/2020 was published in the Official Government Gazette (Issue A/No.207/27.10.2020) consolidating the provisions of several statutes dealing with excessive indebtedness and debt settlement (such as Greek laws 4469/2017, 3869/2010, 3588/2007, 4605/2019 and 4307/2014) into one comprehensive legal framework of expanded scope, with all existing tools for debt settlement consolidated, regardless of their subject (*inter alia* indebted households, protection of main residence and extrajudicial settlement mechanisms). Upon entry into force of Greek law 4738/2020, (1.3.2021 or 1.6.2021, depending on the applicable provision), the provisions of the currently applicable Greek Bankruptcy Code (Greek law 3588/2007) are repealed (see also “*Restrictions on Enforcement of Granted Collateral*” below).

Moreover, the ability to submit applications under the debt settlement schemes of Greek law 3869/2010 and 4307/2014 will no longer be available but such laws will continue to govern procedures already opened under such provisions.

Greek law 4738/2020 establishes a special regime for protecting main residences of eligible individuals considered to be vulnerable distressed debtors, which provides for a sale and lease back scheme for main residences and the establishment of a new organisation to implement the relevant process. The definition of *vulnerable* debtors is aligned with the criteria set out in Article 3 of Greek law 4472/2017 (*i.e.* the eligibility criteria for the provision of housing benefits, including, *inter alia*, an individual yearly income cap set at €9,600). The objective of the new framework is the liquidation of a debtor’s main residence for the purposes of debt settlement, without the vulnerable debtor having to relocate or definitively lose ownership of their asset. This is effected by the establishment of a Sale and Lease-Back private entity, contracting with the Greek State pursuant to a call for tenders of the latter.

According to this scheme, in the event that a vulnerable debtor is declared insolvent or that enforcement proceedings regarding their main residence are initiated, the debtor may submit a request under the new regime, which then acquires ownership right over the debtor’s immovable property at market value price as determined by a certified valuator. In return, the new organisation shall lease the same property to the debtor for twelve (12) years for a set amount of monthly rent (to be determined primarily based on the applicable housing loans’ average interest rate). However, regarding the purchase price it should be noted that in case that the request is submitted in the context of an auction and the first offer price is significantly higher (15% or more) than the valuation price, then the purchase price shall be the lower of the first offer price and the price provided by a second independent evaluator. Should no third-party, holder of right *in rem*, pose any objections to the transfer, the Sale and Lease-Back Entity shall purchase the residence free of any encumbrance or claim. The debtor maintains their status as beneficiary of the aforementioned housing benefits of Greek law 4472/2017, which are now credited to the Sale and Lease-Back Entity as a partial payment of the relevant lease instalment. The lease shall be terminated in the event that the debtor has defaulted on three installments and remains in default for at least one month after relevant notice is served. The termination of the lease shall lead to the abolishment of the debtor’s buyback rights. It is further noted that the any rights of the debtor deriving from the lease are non-transferable, save for instances of universal succession.

The debtor may be entitled to re-purchase the property at a price objectively determined under the provisions of the said Law upon fulfilment of their rental payment obligations. After full repayment by the debtor (at the end of the 12-year period or prior to that), they (or their successors) are entitled to exercise a buyback right. Pursuant to Ministerial Decision No. 81247 ΕΞ 2022/2022 of the Minister of Finance, the Ministry of Finance has resolved to carry out a tender by means of competitive dialogue, in the sense of Greek law 4413/2016, for entering into an agreement for the delegation of obligations and competencies of the Sale and Lease Back Entity of Greek law 4738/2020. The

buyback price shall be defined pursuant to a Decision of the Minister of Finance, in accordance with Article 225 of Greek law 4738/2020, yet to be issued.

### *Non-performing loans and loans in arrears*

Pursuant to article 72 of Greek law 4389/2016 a governmental council for private debt management (the “**Council**”) has been created, whose objective is, among others:

- (a) to form and disclose the strategy and policies for the organization of an integrated mechanism for the effective administration of private debt, as well as to form and review an action plan with binding timetables for the implementation of the abovementioned strategy;
- (b) to identify weaknesses and propose amendments to the existing legal framework, both in terms of substance and procedure to enhance the effectiveness of private debt resolution issues, including the acceleration of the procedures relating to delayed loan repayment and the improvement of the legal framework governing the real estate market;
- (c) to define actions of public awareness for the purpose of directly and efficiently informing and supporting citizens and other interested parties with respect to taking decisions on the above matters;
- (d) to create a network for the provision of free consultancy services to individuals and legal entities on debt management and for planning of financial management awareness for households and SMEs;
- (e) to set any timetables required for the implementation of a strategic plan for the efficient management of private debt and monitor whether such timetables are respected.

The Council provided a definition of “cooperating borrower” specifying when a borrower is classified as cooperating towards his/her lenders and assessed a methodology for determining “reasonable living expenses”.

Moreover, Greek law 4389/2016 (article 78) provides for a specialised secretariat for private debt management responsible for a) supporting the governmental council’s for private debt management work, b) organizing and forming the policy for the provision of information and support to citizens interested in taking loans and to borrowers, as well as the financial education of households and small-medium enterprises, and c) business coordinating of the Steering Committee. Furthermore, Greek law 4389/2016 (article 81 as in force), also provides for 30 Borrowers’ Service Centers, as regional offices of the specialised secretariat for private debt management, responsible for informing and supporting natural and legal persons (households and small-medium enterprises) and providing financial, legal and consulting services regarding taking up loans, management of debts and in general financial management issues. By virtue of Article 3 of Greek law 4738/2020, access to the same Borrowers’ Service Centers is expanded to all natural persons not deriving income through business activities or freelance professional activity, in the sense of Articles 21 and 47 of Greek law 4172/2013, which have been classified as medium or high insolvency risk, in accordance with the provisions of Article 2 of Greek law 4738/2020.

Additionally, Greek law 4224/2013, as in force, provides for the establishment, by virtue of a decision of the Bank of Greece, of a Code of Conduct for NPLs.

Greek law 4224/2013, as in force, in conjunction with ministerial decision No.5921/2015, provides that the consumer ombudsman will act extra judicially as mediator solely for the amicable settlement of the dispute between lenders and borrowers for the purpose of settling non-accruing loans within the framework of the Code of Conduct for the management of non-accruing loans.

In the implementation of the above the Bank of Greece has published regulatory framework concerning the management of loans in arrears and nonaccruing loans and specifically:

- Bank of Greece Executive Committee's Act No 175/29.7.2020, as amended by Bank of Greece Executive Committee Act no. 206/03.06/2022, adopted EBA Guidelines on management of non-performing and forborne exposures. 'Credit institutions with a NPL ratio below 5% on a solo or consolidated basis shall apply certain provisions of this Act.

This Act imposes, among others, the following obligations on credit institutions:

- (a) Credit institutions should establish an NPE strategy to target a time-bound reduction of NPEs over a realistic but sufficiently ambitious time horizon ("**NPE reduction targets**"). The NPE strategy should lay out the credit institution's approach and objectives regarding effective management to maximise recoveries and ultimately a reduction in NPE stocks in a clear, credible and feasible manner for each relevant portfolio;
- (b) The overarching strategy of a credit institution and its implementation should cover the NPE strategy and operational plan;
- (c) Credit institutions should establish dedicated NPE workout units ("**NPE WUs**") that are independent from loan origination activities;
- (d) Credit institutions should set up different NPE WUs for the different phases of the NPE life cycle and also for different portfolios, if appropriate;
- (e) Homogeneous portfolios should be built up in order to tailor treatments specifically to NPEs. Credit institutions should consider designing customised processes for each portfolio, with a dedicated expert team taking ownership of each. NPE portfolios should be analysed with a high degree of granularity, resulting in clearly defined borrower subportfolios. For these analyses, credit institutions should develop appropriate management information systems ("**MIS**") and sufficiently high data quality;
- (f) Effective and efficient internal control processes should be implemented for the NPE workout framework in order to ensure full alignment between the NPE strategy and operational plan on the one hand and the credit institution's overall business strategy and risk appetite on the other hand;
- (g) Forbearance measures should aim to return the borrower to a sustainable performing repayment status, taking into account the amount due and minimising expected losses;
- (h) Credit institutions should monitor the repayment capacity of borrowers;
- (i) When granting forbearance measures to performing exposures, credit institutions should assess whether these measures lead to a need to reclassify the exposure as non-performing. Granting forbearance measures to NPEs does not clear their non-performing status;
- (j) Credit institutions should estimate loss allowances for NPEs and FBEs subject to impairment in accordance with the Bank of Greece Executive Committee's Act No 150/3.10.2018 on credit risk management practices and accounting for expected credit losses;

- (k) Key elements are provided for collateral valuation of immovable and movable property pledged for NPEs;
  - (l) Regular reporting should be provided to the Board of Directors of each credit institutions and to the Bank of Greece.
- Decision No. 392/1/31.5.2021 of the Credit and Insurance Committee of the Bank of Greece, revised the Code of Conduct under Greek law 4224/2013 and repealed and replaced the relevant Decision of the Credit and Insurance Committee No. 195/1/29.7.2016 and Decision No. 396/1/31.5.2021 of the Credit and Insurance Committee of the Bank of Greece governs the application of the Code of Conduct to debtors of credit institutions under special resolution and repealed and replaced the Decision of the Credit and Insurance Committee No. 221/2/17.3.2017.

The provisions of this Code of Conduct shall apply to supervised institutions (including credit institutions, branches of foreign institutions, credit companies, microfinance institutions) that grant any type of loans or provide any type of credit or pursue the financial leasing activity in Greece. For the purpose of reaching forbearance or resolution and closure solutions, the Code of Conduct shall also apply to loans guaranteed by the Greek State, without prejudice to, in relation to the implementation of any solution reached, the Greek State's consent, where such consent is required under the guarantee agreement.

The Code of Conduct lays down general principles of conduct and introduces best practices aimed to foster trust, mutual commitment and exchange between borrowers and institutions of the necessary information so that each party can weigh the benefits of the consequences of alternative forbearance or resolution and closure solutions for loans in arrears, with the ultimate goal of selecting the most appropriate solution following case -by-case assessment.

By its Executive Committee Act Decision No. 175/2/29.7.2020, as amended by Executive Committee Act Decision No. 206/1/03.06.2022, the Bank of Greece has provided guidelines to supervised entities on the design and evaluation of sustainable types of forbearance solutions, whose objective is the return of the borrower to a sustainable payment status, taking into account the outstanding amount of debt, while minimising the expected losses and ensuring compliance with the applicable consumer protections requirements. Indicative types of solutions were provided in the same Act, which are developed by taking into consideration the repayment capacity of each borrower (natural or legal person). For the purpose of this Code, an "appropriate solution" shall be considered to be one which ensures the supervised institutions compliance with its supervisory requirements and, at the same time, duly takes into consideration the borrower's overall financial situation. If the parties fail to reach a mutually acceptable solution, then their dispute may be resolved through alternative dispute resolution mechanisms or mediation procedures or in and out of court debt restructuring procedures in accordance with EU and national legislation, or by the competent courts of law.

The Code of Conduct requires, *inter alia*, the establishment of detailed written policies and procedures for loans in arrears with a categorisation classification including a detailed and documentary appeals review procedure and provisions on treatment of non-cooperating borrowers. Moreover, the establishment of detailed and documented communication policies and procedures are also required, dealing with, among others, the standardisation of the content of communications, the manner, timing, frequency and confidentiality of communications. For the purposes of the Code, any provision applying to a borrower in arrears shall also apply to the respective guarantor(s) of the debt. Each institution bound by the Code of Conduct shall demonstrate at any time to the Bank of Greece its compliance with the requirements of the Code of Conduct.

In handling borrowers (natural persons and micro-enterprises) in arrears and in cases where indications of unlikelihood to pay exist, every institution shall apply an Arrears Resolution Procedure (the "ARP") involving the following steps:

- Step 1: Communication with the borrower
- Step 2: Collection of financial and other information from the borrower
- Step 3: Assessment of financial data
- Step 4: Proposal of appropriate solution
- Step 5: Appeals review procedure

The Bank of Greece will not deal with individual cases of disputes between creditors and borrowers that may arise from the implementation of the Code of Conduct.

It is noted that the following are excluded from the scope of the Arrears Resolution Procedure:

- Claims against a borrower not exceeding the amount of one thousand euro (€1,000) in the case of claims against borrowers which are natural persons; or the amount of five thousand euro (€5,000) in cases of borrowers which are legal persons/micro enterprises;
- Claims against enterprises/legal entities which do not consist of micro enterprises, namely, whose annual turnover in the last three tax years exceeded an average of one million euros (€1,000,000).

#### **Capital requirements for banks' non-performing loans**

On 9 April 2019, the Council adopted a new framework for dealing with banks' non-performing loans. The new rules set capital requirements applying to banks with NPLs on their balance sheets. On the basis of a common definition of NPLs, the proposed new rules introduce a "prudential backstop", *i.e.* common minimum loss coverage for the amount of money banks need to set aside to cover losses caused by future loans that turn non-performing. Different coverage requirements will apply depending on the classifications of the NPLs as "unsecured" or "secured" and whether the collateral is movable or immovable:

*Minimum coverage level (in %)*

After year	1	2	3	4	5	6	7	8	9
<b>Secured by immovable collateral</b>	0%	0%	25%	35%	55%	70%	80%	85%	100%
<b>Secured by movable collateral</b>	0%	0%	25%	35%	55%	80%	100%		
<b>Unsecured</b>	0%	35%	100%						

Subsequently, Regulation (EU) 2019/630 amending the Capital Requirements Regulation as regards minimum loss coverage for NPEs was published in the Official Journal of the European Union. Furthermore, according to the said Regulation by way of derogation from the new amended provisions of the Capital Requirements Regulation, institutions shall not deduct from CET1 items the applicable amount of insufficient coverage for NPEs where the exposure was originated prior to 26 April 2019. Where the terms and conditions of an exposure which was originated prior to 26 April 2019 are modified by the institution in a way that increases the institution's exposure to the obligor, the exposure shall be considered as having been originated on the date when the modification applies and shall cease to be subject to the derogation provided above.

Regulation (EU) 2020/873 (the “**CRR Quick Fix**”) amended Regulations (EU) No 575/2013 and (EU) No 2019/876 as regards certain adjustments in response to the COVID-19 pandemic. By this Regulation, the EU temporarily adapted banking rules in order to maximise the capacity of banks to lend money and support households and businesses to recover from the COVID-19 crisis. The targeted amendments concern, among others, changes to the minimum amount of capital that banks are required to hold for NPLs under the “prudential backstop”. In particular, the preferential treatment of NPLs guaranteed by export credit agencies will be extended to other public sector guarantors in the context of measures aimed at mitigating the economic impact of the COVID-19 pandemic.

On the 20 March 2017, the ECB published final guidance on NPLs. The guidance outlined measures, processes and best practices which banks should incorporate when tackling NPLs. The guidance called on banks to implement realistic and ambitious strategies to work towards a holistic approach regarding the problem of NPLs, including areas such as governance and risk management. The ECB did not stipulate quantitative targets to reduce NPLs. Instead, it asked banks to devise a strategy that could include a range of policy options such as NPL work-out, servicing, and portfolio sales.

The NPL guidance is non-binding in nature. However, banks should explain and substantiate any deviations upon supervisory request. This guidance is taken into consideration in the SSM regular SREP and non-compliance may trigger supervisory measures.

This guidance does not intend to substitute or supersede any applicable regulatory or accounting requirement or guidance from existing EU regulations or directives and their national transpositions or equivalent, or guidelines issued by the EBA. Instead, the guidance is a supervisory tool with the aim of clarifying the supervisory expectations regarding NPL identification, management, measurement and write-offs in areas where existing regulations, directives or guidelines are silent or lack specificity. Where binding laws, accounting rules and national regulations on the same topic exist, banks should comply with those.

Moreover, on the 15 March 2018 the ECB published the addendum to the ECB Guidance to banks on NPLs. The addendum supplements the qualitative NPL guidance and specified the ECB’s supervisory expectations for prudent levels of provisions for new NPLs. The addendum is non-binding and will serve as the basis for the supervisory dialogue between the significant banks and ECB Banking Supervision. The addendum addresses loans classified as NPLs in line with the EBA’s definition after 1 April 2018. In fact, the addendum sets out an expectation that, as of 1 April 2018, new unsecured NPLs will be fully covered after a period of two years from the date of their classification as NPLs. For example, the supervisor would expect a loan that is classified as an unsecured NPL on 1 May 2018 to be fully provisioned for by May 2020. For new secured NPLs, a certain level of provisioning is expected after three years of classification as an NPL, or “**NPL vintage**”, which then increases over time until year seven. In this case, if a secured loan were classified as an NPL on 1 May 2018, the supervisor would expect this NPL to be at least 40% provisioned for by May 2021, and totally provisioned by May 2025.

Furthermore, according to its press release dated 22 August 2019, the ECB has decided to revise its supervisory expectations for prudential provisioning of new NPEs specified in the “Addendum to the ECB Guidance to banks on non-performing loans” (the “**Addendum**”). The decision was made after taking into account the adoption of Regulation (EU) 2019/630 amending the Capital Requirements Regulation as regards minimum loss coverage for NPEs, that outlines the Pillar 1 treatment for NPEs. In order to make the treatment of NPEs more consistent, the following changes have been made to the supervisory expectations communicated in the ECB’s Addendum:

- the scope of the ECB’s supervisory expectations for new NPEs will be limited to NPEs arising from loans originated before 26 April 2019, which are not subject to Pillar 1 NPE treatment;

- NPEs arising from loans originated from 26 April 2019 onwards will be subject to Pillar 1 treatment, with the ECB paying close attention to the risks arising from them; and
- the relevant prudential provisioning time frames, the progressive path to full implementation and the split of secured exposures, as well as the treatment of NPEs guaranteed or insured by an official export credit agency, have been aligned with the Pillar 1 treatment of NPEs set out in the EU regulation.

All other aspects, including specific circumstances, which may make prudential provisioning expectations inappropriate for a specific portfolio/exposure, remain as described in the Addendum.

### **Strategy to prevent a future build-up of NPLs across the European Union, as a result of the COVID-19 crisis**

The European Commission on 16 December 2020 presented a strategy to prevent a future build-up of NPLs across the European Union, as a result of the coronavirus crisis. In order to give Member States and the financial sector the necessary tools to address a rise of NPLs in the EU's banking sector early on, the Commission is proposing a series of actions, including among others:

**Further developing secondary markets for distressed assets:** This will allow banks to move NPLs off their balance sheets, while ensuring further strengthened protection for debtors. A key step in process is the adoption of Directive (EU) 2021/2167 on credit servicers and credit purchasers that harmonises the rules for credit servicers and credit purchasers of a creditor's rights under a non-performing credit agreement. The objective of these rules will be to support development of secondary markets for non-performing loans in the European Union, while ensuring the sale of such loans does not undermine borrowers' rights. The Directive, which will become applicable by 30 December 2023, had not yet been transposed into Greek law. The Commission sees merit in the establishment of a central electronic data hub at EU level in order to enhance market transparency. Such a hub would act as a data repository underpinning the NPL market in order to allow a better exchange of information between all actors involved (credit sellers, credit purchasers, credit servicers, asset management companies ("AMCs") and private NPL platforms) so that NPLs are dealt with in an effective manner. On the basis of a public consultation, the Commission would explore several alternatives for establishing a data hub at European level and determine the best way forward. One of the options could be to establish the data hub by extending the remit of the existing European DataWarehouse ("ED"). In this context, the EU Commission launched a targeted consultation until 8 September 2021 on improving transparency and efficiency in secondary markets for NPLs.

**Support the establishment and cooperation of national AMCs at EU level:** The Commission stands ready to support Member States in setting up national AMCs – if they wish to do so – and would explore how cooperation could be fostered by establishing an EU network of national AMCs. While national AMCs are valuable because they benefit from domestic expertise, an EU network of national AMCs could enable national entities to exchange best practices, enforce data and transparency standards and better coordinate actions. The network of AMCs could furthermore use the data hub to coordinate and cooperate with each other in order to share information on investors, debtors and servicers. Accessing information on NPL markets will require that all relevant data protection rules regarding debtors are respected.

### ***ECB and EBA guidance on management of NPEs and FBEs***

On 31 October 2018, the EBA published the final guidance on management of NPEs and FBEs. The Guidelines, which apply from 30 June 2019 are developed in accordance with the European Council Action Plan and aim to ensure that credit institutions have adequate prudential tools and frameworks in place to manage effectively their NPEs and to achieve a sustainable reduction on their balance sheets. To this end, the Guidelines require institutions to establish NPE reduction strategies and introduce governance and operational requirements to support them. In particular, the Guidelines

specify that institutions should grant forbearance measures only with the view to return the borrower to a sustainable performing repayment status. Moreover, the Guidelines introduce a threshold of 5% of gross NPL ratio as a trigger for developing NPE strategies and applying associated governance and operational arrangements. Finally, the Guidelines outline requirements for competent authorities' assessment of credit institutions' NPE management activity as part of the SREP. The EBA Guidelines on management of NPEs and FBEs of 31 October 2018 were adopted by the Bank of Greece by virtue of Act No 175/2/29.7.2020 of its Executive Committee.

Further to the above and in the context of the financial turmoil triggered by the COVID-19 outbreak, it has been decided that banks should be supported as they provide solutions to viable but distressed customers. Such support did not refer to stock of NPLs accumulated prior to the outbreak.

More specifically, in relation to all exposures that will benefit from government guarantees issued by Member States in the context of public interventions relating to the COVID-19 pandemic, the ECB, within its own remit, and within the context of the ECB Guidance on NPLs and the Addendum, extended flexibility on the automatic classification of obligors as unlikely to pay, when institutions call on the COVID-19 related public guarantees, as allowed under the Guidelines on the application of the definition of default issued by the European Banking Authority.

The preferential treatment foreseen for NPLs guaranteed or insured by Official Export Credit Agencies was extended to non-performing exposures that benefit from guarantees granted by national governments or other public entities. This ensures alignment with the treatment provided in the CRR Quick Fix. Concretely, this means that banks would face a 0% minimum coverage expectation for the first seven years of the NPE vintage count.

The ECB also extended flexibility to the NPL classification of exposures covered by qualifying legislative and non-legislative moratoria, following the EBA guidelines on legislative and non-legislative moratoria on loan repayments applied in the light of the COVID-19 crisis. The EBA Guidelines on legislative and non-legislative loan repayments moratoria were published on 2 April 2020 to ensure that banks, while maintaining comparable metrics, would be able to grant payment holidays to customers avoiding the automatic classification of exposures under the definition of forbearance or as defaulted under distressed restructuring. However, it should be noted that these guidelines were initially applicable until 30 September 2020. On 2 December 2020, the EBA announced that it has decided to reactivate its Guidelines on legislative and non-legislative moratoria. This reactivation will ensure that loans, which had previously not benefitted from payment moratoria, can also benefit from them. The role of banks to ensure the continued flow of lending to clients remains of utmost importance and with the reactivation of these Guidelines, the EBA recognises the exceptional circumstances of the second COVID-19 wave. The EBA revised Guidelines, which will apply until 31 March 2021, include additional safeguards against the risk of an undue increase in unrecognised losses on banks' balance sheet.

### ***Guidelines on disclosure of NPEs and FBEs***

On 17 December 2018, the EBA published the final guidelines on disclosure of NPEs and FBEs. Such disclosure shall allow the market participants and interested parties to have a clearer picture of the quality of the banks' assets, NPEs' and FBEs' main features and, in cases of troubled banks, the distribution of their problematic assets and the value of the collaterals backing such assets. The Guidelines include a group of common standards applicable to any bank and another group of additional standards applicable to significant credit institutions with gross NPL ratio at 5% or higher.

### ***Asset protection scheme ("Hercules and Hercules 2") for banks in Greece***

On 10 October 2019, the European Commission announced that it has found Greek plans aimed at supporting the reduction of NPLs of Greek banks to be free of any State aid. The Commission found that, under the asset protection scheme (known by the name of "Hercules"), the Greek State will be

remunerated in line with market conditions for the risk it will assume by granting a guarantee on securitised NPLs. The asset protection scheme is designed to assist banks in securitising and moving NPLs off their balance sheets. Under the scheme, an individually managed, private securitisation vehicle will buy NPLs from the bank and sell notes to investors. The State will provide a public guarantee for the senior, less risky notes of the securitisation vehicle. In exchange, the State will receive remuneration at market terms.

Greek law 4649/2019, as amended by Greek law 4818/2021 (“**Hercules**”) provides the terms and conditions under which the State guarantee may be provided in the context of NPL securitisation by credit institutions under the asset protection scheme. This law provides for the conditions under which the securitisation must be implemented in order to qualify for the provision of the State guarantee, in line with decision no. C (2019)7309 of the European Commission (the “**Initial Decision**”). Such conditions include, *inter alia*, that the notes to be issued in the context of the securitisation must include at least senior and junior notes and the price paid to the Greek banks for the sale and transfer of NPLs cannot exceed their aggregate net book value. The Greek State guarantee will be provided in favour of senior notes for the full repayment of principal and interest thereunder throughout the term of the notes. The aggregate commitment of the Greek State under the new law amounts to € 12 billion. Applications for the provision of the Greek State guarantee may be filed by credit institutions, either in the context of securitisations that have already been implemented or for securitisations that are currently in the process of implementation exclusively within 18 months as of the publication date of the decision of the European Commission on the asset protection scheme programme of Law 4649/2019. By decision of the Minister of Finance, issued pursuant to the relevant decision of the European Commission, the period during which the guarantee may be granted may be extended and the terms governing the grant of such guarantee may be amended for the future. The asset protection scheme (known by the name of ‘Hercules’) was approved by the Commission in October 2019, for an initial duration of 18 months. Greece notified the Commission of its plan to prolong the scheme for another 18 months, until October 2022. Such extension of the Hercules scheme (“**Hercules 2**”) entered into force by virtue of Ministerial Decision 45191/13.4.2021. The aggregate commitment under Hercules 2 amounts to an additional €12 billion. Under the Extension framework, applications for the provision of the Greek State guarantee may be filed exclusively within 18 months as of the publication of decision C (2021) 2545 (the “**Extension Decision**”) of the European Commission on 9 April 2021. The provision of the Greek State guarantee is governed *inter alia* by the provisions of the Initial Decision and the Extension Decision.

The Greek State guarantee becomes effective upon (i) transfer through sale against positive value, of at least 50% plus one of the issued junior notes to private investors and of such number of junior notes, and (if issued) mezzanine notes that allows the derecognition of the securitised receivables, (ii) rating of the senior tranche of the notes being rated at no less than BB- by an External Credit Assessment Institution (as defined in point (98) of Article 4(1) of the Capital Requirements Regulation) and (iii) assignment of the administration of the securitised NPL portfolio to an independent special purpose vehicle. If the State guarantee has not become effective within 12 months as of the publication of the respective Ministerial Decision granting the guarantee, then such decision ceases automatically to be in force and the amount of the guarantee is released. There can be no new application for the same securitisation before the lapse of six months. Certain ministerial decisions have been issued to set out the details for the implementation of the aforementioned law.

### ***Framework for the management and transfer of claims***

Articles 1-3A of Greek law 4354/2015, as amended and in force, as well as Executive Committee Act 118/19.5.2017 as amended and in force establish the framework for the management and transfer of claims from loans that can include non-accruing loans and set the requirements for the operation of loan management companies and loan transfer companies. Certain loan categories had been temporarily excluded from the scope of the permitted sale and transfer until 31 December 2017; in

particular, such exclusion includes loan agreements with mortgage or prenotation of mortgage on first residence of an objective value of up to EUR 140,000.

Bank of Greece's Executive Committee Act no 118/19.5.2017, as in force, includes among others provisions regarding banning of management of claims against natural and/or legal person who maintain a "special relationship" with the aforementioned companies and the obligation of the said companies to cooperate with accredited data collection and processing entities with regard to the economic behavior and the creditworthiness of debtors.

The management of claims from loans and credit granted by credit or financial institutions shall be undertaken, exclusively by *Sociétés Anonymes* having their registered offices:

- (a) in Greece; or
- (b) in another EEA Member State, which have established a branch in Greece and have the aforementioned business activities in their scope.

Bank of Greece is the competent authority for the issuance of the respective license for such companies.

Furthermore, the aforementioned companies, following a relevant authorization by Bank of Greece, may grant loans or credit to debtors whose loans and/or credit have been managed by them, aiming exclusively at the refinancing of the debtors' loans or the restructuring of the debtor business on the basis of a restructuring plan agreed between the parties and under the consent of the claims' owner.

In relation to the agreements for the assignment of claims' management from non-accruing loans, Greek law 4354/2015 lays down that non-accruing loans management companies may undertake the management of claims from loans and/or credit, which have been granted or are granted by credit or financial institutions. Said management companies are entitled to initiate any legal proceedings and to proceed with any other judicial measures for the collection of claims.

The transfer of claims from credits and loans granted by credit or financial institutions can take place only through sale, under relevant written agreement, in accordance with the provisions in article 3 of Greek law 4354/2015, as in force, and only to:

- (a) limited liability companies that according to their articles of association are allowed to engage in acquiring claims from loans and credits and they are seated in Greece and are also registered in General Commercial Registry ("GEMI");
- (b) companies that are seated in the EEA and according to their articles of association are allowed to engage in in acquiring claims from loans and credits and subject to the provisions of the European Union legislation; and
- (c) companies that are seated in third countries, and according to their articles of association are allowed to engage in acquiring claims from loans and credits, subject to the provisions of the European Union legislation and have the discretion to be located in Greece through a branch under certain conditions.

A necessary condition in order for the claims of the credit or financial institutions from non-performing loans to be offered for sale, is the extrajudicial invitation of the borrower and the guarantor, if the borrower is considered a consumer, within twelve (12) months prior to the offer to arrange its obligations on the basis of a written offer for an appropriate arrangement with specific payment terms according also to the provision of the Code of Conduct of Law 4224/2013. Disputed or adjudicated claims as well as claims against non-cooperative borrowers, are excluded from the above-mentioned condition.

Furthermore, by virtue of article 48 of Greek law 4472/2017 certain provisions of Greek law 4354/2015 were amended. In line with the new provisions, the credit servicing firms are also allowed to manage the property that was offered as collateral for the respective loans and credits and has been

transferred to the beneficiary of the claim. However, these firms are not allowed to acquire, via transfer or assignment or voluntary sale or auction, any property related to the loans and credits serviced by them. Also, the new assignee, upon transfer of claims from NPLs, continues the procedure of the Code of Conduct of Law 4224/2013 from where it was stopped before the transfer.

### ***Settlement of loans guaranteed by the Greek State***

Ministerial Decision 2/94253/0025, published on 31 December 2018 and with effect one month after its publication, set the terms and conditions for the settlement of loans guaranteed by the Greek State pursuant to article 103 of Greek law 4549/2018. Specifically, according to article 103 of Greek law 4549/2018 and the said Decision, credit institutions and borrowers, natural persons and businesses, may proceed with settlement of loans guaranteed by the Greek State, without the intervention of the Greek State, according to the ordinary banking criteria, on the basis of increasing the probability of repayment of the loan by the borrower. The settlement of the aforementioned loans is concluded under specific terms and conditions specified in the Ministerial Decision, but without any increase in the liability of the Greek State under the guarantee.

### ***The out-of-court debt settlement process pursuant to Greek law 4738/2020 (entry into force from 1 June 2021)***

The Debt Settlement and Facilitation of a Second Chance Law, in force from 1 June 2021, the provisions of which are further specified by means of the Joint Ministerial Decision No. 4027EΞ2022/2022, establishes a new Out-of-Court Debt Settlement mechanism (which replaces the procedure of Greek law 4469/2017).

Within the context of the out-of-court debt settlement process provided for by Greek law 4738/2020, as amended by Law 5024/2023, individuals or legal entities, eligible to be declared insolvent, as well as private legal entities who may not pursue an economic goal but engage in economic activity, may apply for extrajudicial settlement of their monetary liabilities to the Greek State or financial institutions and social security institutions provided they do not fall under certain exemptions (e.g. the total of the debtor's liability to financial institutions, the Greek State and social security institutions does not exceed the amount of ten thousand (10,000) euros). The creditors may reject the said invitation, provided that such rejection is justified. The creditors may accept said invitation at their sole discretion. It is noted that entities falling outside the scope of said law, such as investment service providers, mutual funds, credit and (re-)insurance institutions may not apply as debtors for this out-of-court settlement. The process may also be initiated by creditors with an invitation to debtor(s) to apply within 45 days. Out-of-court settlement applications and relevant creditor invitations will be filed digitally to the Special Secretariat for the Administration of Private Debt through the electronic platform of the Special Private Debt Management Secretariat ("EGDICH").

With respect to the filing of an out-of-court settlement application, so long as the process is not terminated, the procedure of Code of Conduct for NPLs, as well as any enforcement actions and measures, pending or not, are automatically suspended. The approval of the debt restructuring proposal requires the debtor's consent and the formation of a majority of 3/5 of participating creditors – financial institutions (in terms of nominal debt value), which includes 2/5 of participating creditors with special privilege. If the agreement concerns a loan secured with the debtor's main residence, then a subsidy (up to an amount of €210) may be granted for instalments due for a period of five years commencing on the date of submission of the application under certain conditions, including, *inter alia*, a *de minimis* provision regarding the amounts owed to the Greek State and Social Security Institutions (set at €20,000), as well as a cap to the amounts owed to each creditor (set at €135,000 for individuals and a maximum of €215,000 per household). Should a debt settlement agreement not be signed by the debtor and the participating creditors within two months of the application submission date, the application will be rejected. The debt settlement agreement can be terminated by any creditor whose claims are covered by the settlement if the debtor is in default for an aggregate amount equal

either to three payment instalments or 3% of the total amount due under the settlement agreement. Termination of the debt settlement agreement will result in the reinstatement of the debtor's liabilities to the terminating creditor to the pre-settlement debt amount after the deduction of any amount already paid under the settlement to that date but will not affect the validity and enforceability of the settlement agreement vis-à-vis other covered creditors.

Finally, Article 30 of Greek law 4738/2020 provides the ability for credit institutions to establish common policies regarding (indicatively) the conditions of processing and approval of applications, a procedure of automated processing, the establishing of notification mechanisms for clients susceptible to financial hardship *etc.*.

### ***Early warning mechanism and borrowers' service centers (entry into force from 1 June 2021)***

The Debt Settlement and Facilitation of a Second Chance Law, in force from 1 June 2021, the provisions of which are further specified by means of the Joint Ministerial Decision No. 4027EΞ2022/2022, introduces an early warning electronic mechanism, supervised by the Special Secretariat for Private Debt Administration of Ministry of Finance, in which debtors who apply are classified in three risk levels (low, medium and high). If a debtor has been classified as of medium or high risk and is a natural person, then depending on their profession or business activity, they can contact either the competent Borrower Service Centers (if they don't earn income from said business or freelance activity) or the relevant Professional Chambers and Associations (if they earn income from said business or freelance activity), so that the debtor may receive free, specialized advice relating to the status of their debts and the possible options for settling them under the Greek law 4738/2020.

### ***Settlement of business debts***

#### *Settlement of business debts under Greek law 4738/2020*

Greek law 4738/2020 has replaced Greek law 4307/2014 by integrating the latter's provisions on the power of the liquidator to conduct a public tender for the sale of the (totality of) assets/sectors of the business to its framework. The expediated liquidation process is followed pursuant to a relevant decision of the bankruptcy court on the liquidation of the business or individual operational units. Pursuant to the new framework, there is no capacity to submit new applications in accordance with Articles 68-77 of Greek law 4307/2014, which will, however, remain into force, for procedures opened before the entry of Greek law 4738/2020 into force. Extraordinarily, if the creditors' meeting so decides (in the context of a special administration) the process will be able to continue under the provisions of Greek law 4738/2020 being applied by means of analogy.

The main differences between the previously applicable and the new expediated liquidation process are the following:

- a. A notary public is hired to conduct the auction.
- b. The auction is carried out electronically (namely, through the e-auction platform).
- c. The creditors' meeting has a more important role, as it approves the liquidator's choice to liquidate one or more business sectors or separate assets. It may provide its approval subject to specific conditions (e.g. an amelioration of the proposed sale price).

In the event that individual assets are liquidated, it is also the objective of Greek law 4738/2020 to expediate the process. In particular, although the procedural aspects are the same as those of Greek Code of Civil Procedure, it is noted that there is no legal remedy that can be used to challenge the initial offering price set by independent evaluators.

## ***Interest Rates***

Under Greek law interest rates applicable to bank loans are not subject to a legal maximum, but they must comply with certain requirements intended to ensure clarity and transparency, including with regard to their readjustments. Specifically, Governor of the Bank of Greece Act No. 2501/31.10.2002 and Decision No. 178/19.7.2004 of the Banking and Credit Committee of the Bank of Greece provide that credit institutions operating in Greece should, among others, determine their interest rates in the context of the open market and free competition rules, taking into consideration the risks undertaken on a case-by-case basis, as well as potential changes in the financial conditions and data and information specifically provided by parties for this purpose.

Limitations apply to the compounding of interest under Greek law. In particular, the compounding of interest with respect to bank loans and credits only applies if the relevant agreement so provides and is subject to limitations that apply under article 30 of Greek law 2789/2000 as in force and article 39 of Greek law 3259/2004, as in force. Greek credit institutions must also apply article 150 of the Greek Banking Legislation on interest rates of loans and other credits pursuant to which credit institutions are precluded from recognising on an accrual basis interest on loans or other credits extended, in any form, after the lapse of a time period during which recognised interest on loans or other credits remains overdue, which may not exceed six (6) months with respect to loans to natural persons fully secured by real estate and three (3) months with respect to debts from other credits. After the expiry of the above time period, they shall only be allowed to carry out non-accounting calculation of interest, including any default and compound interest, where allowed, which shall be entered in accounting records if and when collected.

Moreover, according to Article 150, paragraph 2, of the Greek Banking Legislation it is prohibited to grant new loans for the repayment of overdue interest or to enter into debt settlement having a similar result, unless such actions are taken in the context of an agreement for the settlement of the entirety of the debts of the borrower, which shall be based on a detailed examination of the borrower's capacity to fulfil the undertaken obligations under specific time frames. Credit institutions based in Greece may not capitalise interest unless this is provided for in the original medium- to long-term financing agreement or in the overall agreement for the settlement of the entirety of the debts of the borrower referred to herein above. Governor of the Bank of Greece Act No. 2393/15.7.96 provides that default interest applied by credit institutions shall not exceed the aggregate applicable contractual interest more than a maximum percentage of 2.5% annually.

## ***Secured Lending***

According to article 11 of the Greek Banking Legislation, among the activities that Greek credit institutions are permitted to engage is lending including, *inter alia*: consumer credit, credit agreements relating to immovable property, factoring, with or without recourse, financing of commercial transactions (including forfeiting).

The provisions of legislative decree 17.7/13.08.1923 regulate issues regarding the granting of loans secured by *in rem* rights and Greek law 3301/2004 regulates issues regarding financial collateral arrangements.

Mortgage lending is extended mostly on the basis of mortgage pre-notations, which are less expensive and easier to record than mortgages and may be converted into full mortgages upon final non-appealable court judgment.

European Directive 2014/17/EU on credit agreements for consumers relating to residential immovable property lays down a common framework for certain aspects of the laws, regulations and administrative provisions of Member States concerning agreements covering credit for consumers secured by a mortgage or otherwise relating to residential immovable property, including an obligation to carry out a creditworthiness assessment before granting a credit, as a basis for the

development of effective underwriting standards in relation to residential immovable property in Member States, and for certain prudential and supervisory requirements, including for the establishment and supervision of credit intermediaries, appointed representatives and non-credit institutions. In Greece, the aforementioned Directive has been transposed into Greek legislation by virtue of Greek law 4438/2016 (published in Government Gazette 220/A/28.11.2016). The main provisions of Greek law 4438/2016, include among others, consumer information requirements, principle based rules and standards for the performance of services (e.g. conduct of business obligations, competence and knowledge requirements for staff), a consumer creditworthiness assessment obligation, provisions on early repayment, provisions on foreign currency loans, provisions on tying practices, some high-level principles and a passport for credit intermediaries who meet the admission requirements in their home EU member state.

### ***Compulsory Deposits with the Bank of Greece***

As of 26 June 2021, according to ECB Regulation 2021/378 on the application of minimum reserve requirements, minimum reserves held by credit institutions shall be calculated using the following reserve ratios for each of the liabilities of the reserve base:

- a) a reserve ratio of 0% shall apply to the following categories referred to in Part 2 of Annex II to Regulation (EU) 2021/379 (ECB/2021/2):
  - i. deposits which fulfil one of the following conditions:
    - have an agreed maturity over two years;
    - are redeemable at notice over two years; and
    - are repurchase agreements (repos); and
  - ii. debt securities issued with an original maturity over two years; and
- b) a reserve ratio of 1% on all other liabilities included in the reserve base.

This commitment ratio applies to all credit institutions in Greece.

### ***Restrictions on Enforcement of Granted Collateral***

Moreover, with respect to out-of-court debt settlement mechanism regulated by Greek law 4738/2020, as in force, any individual and collective enforcement measures against the debtor, pending or not, regarding claims the settlement of which is pursued through this mechanism, are automatically suspended following the execution of a debt settlement agreement. The suspension commences from the final submission of the debtor's application to initiate the process, however, any auction that has been scheduled within three months following the debtor's application will not be covered by the suspension. Any preparatory action taken by a secured creditor with a view to conducting an auction will also not be affected by the suspension.

Constraints on enforcement of granted collateral were further lifted by the commencement of electronic auctions by virtue of Greek law 4472/2017. The first electronic auction took place in November 2017. Though Greek law 4472/2017 amended Article 959 of Civil Procedure Code and introduced electronic auctions, Greek law 4512/2018 (Article 208) imposed that all auctions shall be performed only electronically from 21 February 2018, except for auctions that shall be performed under the Code of Collecting Public Revenue where the aforementioned apply from 1 May 2018. The e-auction platform is also used for any liquidation proceedings conducted under the new Greek law 4738/2020. Article 168 paragraph 2 of Greek Penal Code, as in force, further provides that it is a

criminal action for anyone to cause interruption or disruption of the proper conduct of the service or auction.

## THE MORTGAGE AND HOUSING MARKET IN GREECE

The size of the Greek mortgage market has grown rapidly from a relatively low percentage of GDP, partly due to the process of convergence of the Greek economy to achieve integration into the European Monetary Union. The residential mortgage market had grown by an average annual growth rate of 23.8% between 2000 and 2010, but this expansion was hindered during the Greek financial crisis and hasn't picked up ever since (-3.0%, on average, in 2011-2022), due to limited new lending and high repayments of existing loans. At the end of 2016, the four largest lenders in the Greek residential mortgage market were the NBG, Alpha Bank, Eurobank and Piraeus Bank, together accounting for almost 100 per cent. of the total market.

### Mortgage Products

Currently, all banks offer the following mortgage products:

- long-term fixed rate mortgages;
- floating rate mortgages, based on the EURIBOR 3 months or 1 month, depending on the bank;
- mortgages with a fixed rate for an initial period (for example 5, 10, 15 or 20 years) converting to a floating rate thereafter. At the expiry of the initial period, most banks also offer customers the option to choose one of the then applicable fixed rates;
- “green” mortgages with interest rate discount, regarding purchase/construction of an energy-upgraded residence; and
- preferential floating rate mortgages granted in favour of the banks' employees;

Typically, mortgage loans have a term of 15 to 30 years, with a maximum term of 40 years.

### The Greek Housing Market

Traditionally, real estate has been the primary savings vehicle for Greek households, representing by now a large share of household wealth. This implies a relatively low turnover in the market, which is enhanced due to culturally strong family ties, which makes a virtue of children remaining in their parents' house until they get married and purchase a house of their own, as well as because there is virtually no buy-to-let market in Greece. As a result, owner occupancy is one of the highest in the EU although it tends to be overstated due to many people owning family houses in villages in which their family used to live before migrating to the cities. Within Greece, home ownership is highest in the regions and lowest in Athens, as would be expected. Second home ownership is also very high.

It is worth noting the revival in residential investment, which recorded a solid increase of 22.8% year-on-year in 2018, for the first time since 2007. The strong growth momentum continued in the 2019-2022 period, with residential investment expanding at a robust average pace of 23.8% per annum (up by 36.3% year-on-year in 2022), while its share in GDP reached a 9-year high of 1.7% in 2022. The positive dynamics of residential investment in 2018-2022 were synchronized with the recovery of residential real estate prices (+5.3%, on average, in 2018-2021 and +11.1% year-on-year in 2022), with the latter recording a cumulative appreciation of 36.3% from their lowest point in 2017, but still 20.9% below their peak in 2008. The resilience of the real estate market reflects the support from pent-up demand and limited supply of new buildings, which has been buoyed by a reactivation in foreign demand in 2021-22 in the form of direct purchases by non-residents of real estate property in Greece, as well as positive synergies from tourism (short-term renting, secondary homes). Relatively lower valuations compared with other EU countries, where the markets remained at a steady upward trend over the previous decade, have increased demand for property in Greece.

The average age of new borrowers is in the early 40s, indicating that young people prefer to reach a state of financial stability before investing in their own house.

Apartments are the most common type of residential property available, with townhouses and detached houses being prevalent to the more affluent city areas.

### *Security for Housing Loans*

In Greece, security for housing loans is created by establishing a mortgage. A mortgage can be established by a notarial deed (or by a judicial decision, or by law in special cases). The establishment of a mortgage by notarial deed is quite costly and it is therefore not the preferred method of establishing a mortgage among banks and borrowers. Instead, in most cases, banks obtain a pre-notation of a mortgage, which is an injunction over the property entitling its beneficiary to obtain a mortgage as soon as a final judgment for the secured claim has been obtained, but which is valid as of the date of the pre-notation. In relation to enforceability, ranking of the security and preferred right to the proceeds of the auction, there is no difference between a holder of a mortgage and a holder of a pre-notation of a mortgage, since the latter is treated as a secured creditor of the property. Both the holder of a pre-notation of a mortgage and a mortgagee need an enforcement right before being able to commence enforcement procedures. The difference between holding a mortgage and holding a pre-notation of a mortgage is that the pre-notation is a conditional security interest whose preferential treatment is subject to the unappealable adjudication of the claim it purports to secure, whereas a mortgagee's claim is enforceable pursuant to the mortgage deed itself.

Establishing a pre-notation is the most common way of establishing security for a housing loan in Greece. The pre-notation, as a form of injunction, can be established with or without the consent of the owner(s) of the property on which the pre-notation will be established, but is only granted pursuant to a court decision. The procedures adopted by lenders of housing loans in practice have led to an arrangement whereby pre-notations are granted "by consent", where both the lending bank and the owner of the property over which the pre-notation will be established (i.e. the Borrower, the Guarantor or a third party) appear before the competent court and consent to the establishment of the pre-notation on the specific real estate property. The court issues the decision immediately (in fact, the decision is drafted beforehand by the lending bank and is certified and signed by the judge who hears the claim). Having certified the court decision and a summary thereof, the lawyer of the lending bank takes them to the Cadastre or the Land Registry, where applicable, along with a written request for the issuance (by the Cadastre or the Land Registry) of certificates confirming:

- (a) the ownership by the person that consented to the granting of the pre-notation (i.e. the Borrower, the Guarantor or a third party) of the mortgaged property;
- (b) the registration and class of the pre-notation;
- (c) the absence of (judicially raised) claims of third parties against the current and all previous owner(s) of the mortgaged property; and
- (d) any other mortgages, pre-notations or seizures preceding the pre-notation registered by the bank.

At the same time the bank's lawyer conducts a search in the Cadastre or the Land Registry, where applicable, in order to confirm the uncontested ownership of the person that consented to the granting of the pre-notation (i.e. the Borrower, the Guarantor or a third party, as the case may be) and the first priority nature of the mortgage or pre-notation, before the loan can be disbursed. Once the certificates are issued, they are reviewed by the bank's legal department and are included in the Borrower's file. The legal review of both the ownership titles and the pre-notation registration is based on public documents, i.e. on notarial deeds and certificates issued by the competent land

registries. The history of the ownership titles for the previous 20 years is examined (which is the period for adverse possession). Such a review together with a title search in the Cadastre or the Land Registry, precedes the approval of the loan. Upon registration of the pre-notation, a second titles search is made to confirm the status quo.

### *Enforcing Security*

Following the amendment of Greek Civil Procedure Code by virtue of Greek law 4335/2015, as in force, the following apply in relation to enforcement proceedings commencing from 1 January 2016 onwards and in respect of demands for immediate payment served to the debtor after 1 January 2016:

Without prejudice to the procedures required under the Code of Conduct, it is NBG's policy to commence enforcement proceedings, once a loan is in default and remains unpaid for more than 90 days, at which point, the contract is terminated. Enforcement procedure commence for loans with balance that exceeds €2,000. Once the contract is terminated, a notice is served on the Borrower and on the Guarantors (if any) informing them of this fact and requesting the persons indebted to make a payment of all amounts due within a limited period of time (usually 10 days). Following notification and in the case of continued non-payment, a judge of the competent court of first instance (i.e. the Single-Member Court of First Instance or the Magistrate's Court, as the case may be, the "**Competent Court of First Instance**") is presented with the case upon which the judge may issue an order for payment to be served on the borrower together with a demand for immediate payment. Service of the order and demand for payment is the first action of enforcement proceedings. Three working days after serving the payment order and demand, the property can be seized and the auction process starts (see below for a description of the auction process). The Borrower, after being served the order for payment, is granted 15 working days (or within 30 working days if the Borrower is of an unknown address or resides abroad) to contest the validity of the order for payment, either on the merits of the case or on the ground of procedural irregularities. This can be done by filing an annulment petition before the Competent Court of First Instance or Magistrate's Court in accordance with articles 632-633 of the Greek Civil Procedure Code (the "**Article 632-633 Annulment Petition**"). The said 15 working days period does not *per se* suspend the enforceability of the payment order, which can be enforced following the lapse of the three working days period as of the date of service of the payment order. At the same time, the Borrower can file, as a provisional measure, a suspension petition in accordance with articles 632 of the Greek Civil Procedure Code (the "**Article 632 Suspension Petition**") for the suspension of the enforcement proceedings. At the time of filing the Article 632 Suspension Petition, in most cases, immediate suspension is granted up until the hearing of the Article 632 Suspension Petition. If the court decides that the arguments in the Article 632-633 Annulment Petition are correct and reasonable, the suspension of enforcement will be granted to the petitioner until the issue of the decision on the Article 632-633 Annulment Petition. If the judge decides that the Article 632-633 Annulment Petition has no grounds and rejects this, the suspended enforcement procedures can continue. Suspension of enforcement against a Borrower of an unknown address or residing abroad is granted by law during the 30 day period to file an Article 632 Annulment Petition. If the Borrower has not filed an Article 632-633 Annulment Petition and subsequent suspension within 15 working days after serving the payment order, then the bank may again serve the order for payment whereby a second period of 15 working days is granted to the Borrower to contest the payment order. Failure to contest the order for payment will result in the bank becoming the beneficiary and holder of a final deed of enforcement and the conversion of the pre-notation into a mortgage.

The Borrower may also file with the relevant Court of First Instance a petition in accordance with article 933 of the Greek Civil Procedure Code (the "**Article 933 Annulment Petition**") for the annulment of certain actions of the foreclosure proceedings based on reasons pertaining to the validity of the order for payment, and/or to the relevant claim and/or to procedural irregularities. Both Articles 632-633 and Article 933 Annulment Petitions may be filed either concurrently or consecutively, but it should be noted that the Article 933 Annulment Petition may not be based on reasons pertaining to the validity of the order for payment, once the order of payment has become final as mentioned above. The

time for the filing of an Article 933 Annulment Petition varies depending on the foreclosure action that is being contested. In particular, the Article 933 Annulment Petition should be filed within 45 days as from the date of attachment of the Borrower's property, except for an Article 933 Annulment Petition contesting the auction which should be filed within 60 days as from registration with the competent land registry or cadastre of the relevant auction deed. The hearing of the Article 933 Annulment Petition is scheduled within 60 days from the date of the filing of such petition and the relevant decision must be issued within 60 days from the hearing before the court. In practice this time schedule is not respected, and the hearing is scheduled on a later date.

According to the provisions of Greek law 4335/2015, as in force, the ability of the Borrower to challenge the compulsory enforcement actions, which are carried out by the creditor, is significantly restricted. In particular, by virtue of the provisions of the Code of Civil Procedure, as in force until 31 December 2015, the Borrower was entitled to challenge each compulsory enforcement action separately and as a result the completion of the enforcement procedure was significantly delayed. However, by virtue of Greek law 4335/2015, as in force, the Borrower is entitled to oppose defects of the compulsory enforcement procedure in just two stages: the first one is set before the auction and is related to any reason of invalidity of the claim and the compulsory enforcement actions carried out before the auction, whereas the second one is set after the auction until the publication of the seizure report and is related to any defects, which arose from the auction until the awarding. In case that the compulsory enforcement procedure is based on a court's judgment or payment order, the litigant parties are only entitled to file an appeal against the judgment issued, which has been issued in relation to the Article 933 Annulment Petition. The possibility to file an appeal in cassation against the decision is abolished.

The filing of an appeal against the decision of the Competent Court of First Instance which rejects the Article 933 Annulment Petition entitles the Borrower to file a suspension petition in accordance with article 938 of the Greek Civil Procedure Code (the "**Article 938 Suspension Petition**") in relation to the enforcement proceedings. Foreclosure proceedings may be suspended until the hearing of the Article 938 Suspension Petition, which, when the Borrower seeks the suspension of the auction, takes place five (5) days prior to the auction and the relevant decision is issued by 12.00 pm on the Monday prior to the auction date.

The actual auction process starts with seizure of the property, which takes place three (3) working days after the order for payment is served on the Borrower. The seizure statement that is issued by the bailiff who performs it, contains the auction date which, in respect of demands for immediate payment served to the debtor after 1 January 2016, should take place (for immovable properties) within seven months from the date of completion of the seizure and in any case no later than eight months from the completion of the seizure (or within a deadline of three months since the continuation statement, in case the auction does not take place on the initial date) and place and the notary public who will act as the auction clerk. At this point all mortgagees (including those holding a pre-notation or mortgage) are informed of the upcoming auction.

Auctions may not take place between 1-31 August and the weeks before and after the date of any national, municipal or European elections (pursuant to Article 998 para. 2 of the GCCP, as replaced by Article 207 para. 15 of Law 4512/2018).

Following the amendment of the GCCP by Greek law 4512/2018 (published in Government Gazette 5/A/17.1.2018), as from 21 February 2018 onwards, the auction takes place exclusively through the use of electronic means, in particular through the use of the electronic auction platform (e-auctions.gr), under the responsibility of a certified notary public (acting as auction clerk) of the district place of seized property (or if not available for any reason, of the district region of the district of the place of execution seized property's place or, if again not available for any reason, before an Athens notary public) under the responsibility of a competent notary public acting as auction clerk. The relevant process is detailed in Article 959 of the GCCP (as replaced by para. 6 of Article 207 of Greek law 4512/2018), as further specified by Decision no. 41756/26.5.2017 of the Minister of

Justice, Transparency and Human Rights (published in Government Gazette 1884/B/30.5.2017). It is noted that the first e-auction in Greece was conducted on 27 April 2018.

Each bidder must submit a bank guarantee or banker's draft for an amount equal to 30% of the starting price of the auctioned property and declare his/her attendance in the auction by 15.00 two (2) business days prior to the auction date. By 17.00 on the date preceding the auction date, the auction clerk registers with the electronic auction platform a list of the bidders entitled to participate in the auction.

In the auction, the property is sold to the highest bidder who then has ten (10) business days to pay the auction price along with the fees for the use of the electronic auctioning platform which burden the highest bidder. Once the price of the property is paid, the notary public prepares a special deed listing all the creditors and allocating the proceeds of the auction. Each creditor must announce its claim to the notary public by no later than 15 days after the auction and submit all documents proving such claims, otherwise the notary public will not take his claim into account. Once the allocation of proceeds amongst the creditors of the Borrower has been determined pursuant to a deed issued by a notary public, the creditors of the Borrower are invited by the notary public to be informed respectively and may dispute the allocation by filing a petition contesting the deed within 12 business days as from the service of such invitation. The competent Court of First Instance adjudicates the matter but the relevant creditor is entitled to appeal against the decision to the Court of Appeal (or the Single Member Court of First Instance acting as a Court of Appeal, as the case may be). The hearing date of the petition contesting such deed must be obligatory set within 60 days from its filing (or within 120 days in case of the creditor residing abroad). This procedure may delay the collection of proceeds. This can further delay the time at which the Bank finally receives the proceeds of the enforcement of the relevant property. However, the law provides that a creditor is entitled to the payment of its claim even if its allocation priority is subject to a challenge, provided that such creditor provides a letter of guarantee securing repayment of the money in the event that such challenge is upheld.

If no bidders appear at the auction, the immovable property is awarded at the minimum auction price to the person in favour of whom the enforcement proceedings were initiated, upon the latter's request, which is submitted electronically prior to the date of the auction. If no such request is submitted, the auction is repeated under the same minimum auction price on a date, which is being determined by the notary within 40 days. If such repetitive auction is unsuccessful a new auction takes place with minimum auction price equal 80% of the initial auction price on a date fixed by the notary within 30 days. If this last auction is also unsuccessful, a new auction takes place by the notary within 30 days, with minimum auction price equal to 65% of the initial auction price. If this last auction is unsuccessful the competent court, upon request of any person having legal interest, may order the removal of the foreclosure or the conduct of another auction with the same or lower fixed first price (in accordance with Article 966 as amended by Greek law 4842/2021 as further amended by Greek law 4855/12.11.2021).

Pursuant to Article 954 of the Greek Civil Code, the minimum auction price is determined within the statement of the court bailiff and can be contested by the Borrower or any other lender or anyone having a legal interest by filing an annulment petition against such court bailiff statement at the latest fifteen working days before the auction date. The relevant court's decision should be published at the latest by 12.00 p.m. eight days before the auction date. However, as regards the movable property, it is to be noted that the initial auction price cannot be less than 2/3 of the estimated value of the seized movable property (in accordance with par. 2 of Article 993, in conjunction with par. 2 of Article 954 of the Greek Civil Procedure Code, as amended and in force) and as regards the immovable property, the initial auction price cannot be less than the seized property's "commercial value". The evaluation of the immovable property is calculated in accordance with presidential decree 59/2016 (published in Government Gazette 95/A/27.5.2016). In particular, pursuant to such presidential decree, the immovable property's "commercial value" is determined by the relevant bailiff who is obliged to appoint a certified appraiser for this purpose, namely an individual or legal person that shall be

included in the Certified Appraisers Registry held at the General Directorate for Financial Policy of the Ministry of Finance and published on the Ministry of Finance's website. The latter submits to the bailiff an appraisal report in accordance with the European or international recognised appraising standards and in accordance with the Code of Conduct issued by the Bank of Greece on the management of non-performing loans. Appraisal's fees are borne by the creditor who ordered the enforcement proceedings, but ultimately burden the Borrower.

Once the list of creditors is confirmed and adjudicated, the proceeds are distributed according to the deed setting out the allocation of proceeds (see for further details "*Auction Proceeds*" below) in accordance with Article 975 (as replaced by Article 1 Article eighth par. 2 of Greek law 4335/2015 with respect to enforcement proceedings initiated from 1 January 2016 onwards), Article 976, Article 977 (as replaced by Article 1 Article eighth par. 2 of Greek law 4335/2015 with respect to enforcement proceedings initiated from 1 January 2016 onwards) and Article 977A (added through Article 176 para. 1 of Greek law 4512/2018) of the GCCP.

### ***Suspension of Enforcement Proceedings***

There are various provisions of Greek law which could result in enforcement proceedings against a Borrower being delayed or suspended. Without prejudice to the procedures required under the Banks' Code of Conduct introduced by virtue of decision number 116/25.8.2014 of the Credit and Insurance Committee of the Bank of Greece, as revised by decision number 195/29.7.2016 (published in Government Gazette 2376/B/2.8.2016) (the "**Code of Conduct**"), enforcement proceedings are usually commenced against a Borrower once the Borrower's contract is terminated. An order of payment is obtained from the Judge of the competent court of first instance (i.e. the Single-Member Court of First Instance or the Magistrate's Court, as the case may be, the "**Competent Court of First Instance**") following service of the notice of termination of the Loan on the Borrower and non-payment by the Borrower. Enforcement is commenced by service of the order for payment and a demand to pay on the Borrower, with the ultimate target being the collection of the proceeds of the auction of the relevant property securing the Loan. See for further details "*The Mortgage and Housing Market in Greece - Enforcing Security*" above. However, a Borrower may delay enforcement against the relevant property by contesting the order for payment and/or the procedure for enforcement which in turn will delay the receipt of proceeds from an enforcement against the property by the Issuer after the relevant Loan has been terminated. Following the amendment of Greek Civil Procedure Code by virtue of Greek law 4335/2015 (published in Government Gazette 87/A/23.7.2015), the following apply in relation to enforcement proceedings commencing from 1 January 2016 onwards and in respect of demands for immediate payment served to the Borrower after 1 January 2016 (see relevant interpretative provision of article 43 of Greek law 4715/2020 published in the Government Gazette Issue 149/A/1.8.2020):

A Borrower can file a petition of annulment against the order for payment pursuant to Article 632-633 Annulment Petition with the Competent Court of First Instance or Magistrate's Court within 15 business days (or within 30 business days if the Borrower is of an unknown address or resides abroad) after service of the order for payment contesting the substantive or procedural validity of the order of payment. If the Borrower fails to contest the order for payment, the order may be served again on the Borrower and a further 15 business days are available to the Borrower to file an Article 632-633 Annulment Petition. The order for payment will be final either if both terms of 15 business days elapse or if the Court of Appeal rejects the Article 632-633 Annulment Petition.

The filing of an Article 632-633 Annulment Petition entitles the Borrower to file a petition for suspension of the enforcement against the relevant property pursuant to Article 632 Suspension Petition. Upon filing an Article 632 Suspension Petition, enforcement procedures may be suspended until the hearing of the Article 632 Suspension Petition. Following the issue of a decision in relation to the hearing of the Article 632 Suspension Petition enforcement may be suspended until the

Competent Court of First Instance has issued a final decision in respect of the Article 632-633 Annulment Petition. In some cases suspension of enforcement may be granted until the Court of Appeal (or the Single-Member Court of First Instance acting as a Court of Appeal, as the case may be) reaches a final decision which means an additional delay in enforcement.

The Borrower may also file with the Competent Court of First Instance a petition for the annulment of certain actions of the foreclosure proceedings based on reasons pertaining to the validity of the order of payment, to the relevant claim and/or to procedural irregularities (i.e. an Article 933 Annulment Petition) pursuant to Article 933 of the Greek Civil Procedure Code, as amended by Greek law 4512/2018. Both Annulment Petitions may be filed either concurrently or consecutively, but it should be noted that the Article 933 Annulment Petitions may not be based on reasons pertaining to the validity of the order for payment or the relevant claim, once the order for payment has become final as mentioned above. The time for the filing of an Article 933 Annulment Petition varies depending on the foreclosure action that is contested. In particular, the Article 933 Annulment Petition should be filed within 45 days as from the date of attachment of the Borrower's property, except for an Article 933 Annulment Petition contesting the auction which should be filed within 60 days as from registration with the competent land registry or cadastre of the relevant auction deed. The hearing of the Article 933 Annulment Petition is scheduled within 60 days from the date of the filing of such petition and the relevant decision must be issued within 60 days from the hearing before the court.

The filing of an appeal against the decision of the Competent Court of First Instance which rejects the Article 933 Annulment Petition entitles the Borrower to file a suspension petition pursuant to an Article 938 Suspension Petition in relation to the enforcement proceedings. Again, foreclosure proceedings may be suspended until the hearing of the Article 938 Suspension, which, in a normal case where the Borrower seeks the suspension of the auction, takes place five days prior to the auction and the relevant decision is issued by 12.00 pm on the Monday prior to the auction. It should nevertheless be noted that such suspension is more difficult to obtain if the Competent Court of First Instance has already rejected a suspension requested for similar reasons under Article 632.

The Borrower may seek the postponement of the auction by alleging that the value of the property has been underestimated by the enforcing party or that the fixed first offer is too low. Pursuant to Article 954 of the Greek Civil Procedure Code, the minimum auction price is determined within the statement of the court bailiff and can be contested by the Borrower or any other lender or anyone having a legal interest by filing an annulment petition against such court bailiff statement at the latest fifteen days before the auction date. The relevant court's decision should be published by 12.00 p.m. eight days before the auction date. However, as regards the movable property, it is to be noted that the initial auction price cannot be less than 2/3 of the estimated value of the property (in accordance with Article 993 par. 2 of the Greek Civil Procedure Code, in conjunction with Article 954 par. 2 of the Greek Civil Procedure Code, as amended and in force) and as regards the immovable property, the initial auction price cannot be less than the seized immovable property's "commercial value". The evaluation of the immovable property is calculated in accordance with presidential decree 59/2016 (published in Government Gazette 95/A/27.5.2016). In particular, pursuant to such presidential decree the property's "commercial value" is determined by the relevant bailiff who is obliged to appoint a certified appraiser for this purpose, namely an individual or legal person that shall be included in the Certified Appraisers Registry held at the General Directorate for Financial Policy of the Ministry of Finance and published on the Ministry of Finance's website. The latter submits to the bailiff, in hardcopy and in digital form, an appraisal report in accordance with European or international recognised appraising standards and in accordance with the Code of Conduct issued by the Bank of Greece on the management of non-performing loans. Appraisal fees are borne by the creditor who ordered the enforcement against the relevant property, but ultimately burden the Borrower. Furthermore, pursuant to Article 1000 of the Greek Civil Procedure Code, the suspension of auction for up to six (6) months may be sought by the Borrower, on the grounds that there is a good chance of the Borrower being able to satisfy the enforcing party or that, following the suspension period, a

better offer would be received at auction, provided that there is no risk of damage of the creditor who ordered the enforcement and that the borrower pays at least one quarter of the claimed capital and the enforcement expenses.

Auctions may not take place between 1-31 August and the weeks before and after the date of any national, municipal or European elections (pursuant to Article 998 para. 2 of the GCCP, as replaced by Article 207 para. 15 of Law 4512/2018).

Following the amendment of the GCCP by Greek law 4512/2018 (published in Government Gazette 5/A/17.1.2018), as from 21 February 2018 onwards, the auction takes place exclusively through the use of electronic means, in particular through the use of the electronic auction platform (e-auctions.gr), under the responsibility of a certified notary public (acting as auction clerk) of the place of seized property (or if not available for any reason, of the region of the seized property's place or, if again not available for any reason, before an Athens notary public) under the responsibility of a competent notary public acting as auction clerk. The relevant process is detailed in Article 959 of the GCCP (as replaced by para. 6 of Article 207 of Greek law 4512/2018), as further specified by Decision no. 41756/26.5.2017 of the Minister of Justice, Transparency and Human Rights (published in Government Gazette 1884/B/30.5.2017). It is noted that the very first e-auction in Greece, was conducted on 27 April 2018.

Each bidder must submit a bank guarantee or banker's draft for an amount equal to 30% of the starting price of the auctioned property and declare his/her attendance in the auction by 15.00 two (2) business days prior to the auction date. By 17.00 on the date preceding the auction date, the auction clerk registers with the electronic auction platform a list of the bidders entitled to participate in the auction.

In the auction, the property is sold to the highest bidder who then has three (3) business days (in case of movable property) or ten (10) business days (in case of real estate) to pay the auction price along with the fees for the use of the electronic auctioning platform which burden the highest bidder. Once the price of the property is paid, the notary public prepares a special deed listing all the creditors and allocating the proceeds of the auction. Each creditor must announce its claim to the notary public by no later than 15 days after the auction and submit all documents proving such claims, otherwise the notary public will not take his claim into account. Once the allocation of proceeds amongst the creditors of the Borrower has been determined pursuant to a deed issued by a notary public, the creditors of the Borrower are invited by the notary public to be informed respectively and may dispute the allocation by filing a petition contesting the deed within 12 business days as from the service of such invitation. The competent Court of First Instance adjudicates the matter but the relevant creditor is entitled to appeal against the decision to the Court of Appeal (or the Single Member Court of First Instance acting as a Court of Appeal, as the case may be). The hearing date of the petition contesting such deed must be obligatory set within 60 days from its filing (or within 120 days in case of the creditor residing abroad). This procedure may delay the collection of proceeds. This can further delay the time at which the Issuer finally receives the proceeds of the enforcement of the relevant property. However, the law provides that a creditor is entitled to the payment of its claim even if its allocation priority is subject to a challenge, provided that such creditor provides a letter of guarantee securing repayment of the money in the event that such challenge is upheld.

Once the list of creditors is confirmed and adjudicated, the proceeds are distributed according to the deed setting out the allocation of proceeds (see for further details "*Auction Proceeds*" below) in accordance with Article 975 (as replaced by Article 1 Article eighth par. 2 of Greek law 4335/2015 with respect to enforcement proceedings initiated from 1 January 2016 onwards), Article 976, Article 977 (as replaced by Article 1 Article eighth par. 2 of Greek law 4335/2015 with respect to enforcement proceedings initiated from 1 January 2016 onwards) and Article 977A (added through Article 176 para. 1 of Greek law 4512/2018) of the GCCP.

Pursuant to Article 966 of the Greek Civil Procedure Code, if no bidders appear at the auction, the immovable property is awarded at the minimum auction price to the person in favour of whom the enforcement proceedings were initiated, upon the latter's request, which is submitted electronically prior to the date of the auction. If no such request is submitted, the auction is repeated under the same minimum auction price on a date, which is being determined by the notary within 40 days. If such repetitive auction is unsuccessful a new auction takes place with minimum auction price equal 80% of the initial auction price on a date fixed by the notary within 30 days. If this last auction is also unsuccessful, a new auction takes place by the notary within 30 days, with minimum auction price equal to 65% of the initial auction price. If this last auction is unsuccessful the competent court upon request of any person having legal interest, may order the removal of the foreclosure or the conduct of another auction with the same or lower fixed first price (in accordance with article 966 as amended by Law 4842/2021 as further amended by Law 4855/ 12.11.2021).

The reforms of the Greek Civil Procedure Code by virtue of Greek law 4335/2015, as in force, aim at speeding up the pace of enforcement proceedings. Therefore, the length, complexity and uncertainty of success of enforcement procedures in Greece may lead to a substantial delay in recovering any amounts due under any defaulted or delinquent Loan which may adversely affect the Issuer's ability to meet its obligations under the Covered Bonds.

#### ***Auction Proceeds***

The proceeds of an auction following enforcement against a property securing a Loan must be allocated in accordance with Articles 975, 976 and 977 of the Greek Civil Procedure Code as amended by Greek law 4335/2015 and subsequently by Greek law 4512/2018, as amended by Greek laws 4842/2021 and 4855/2021. The Greek law 4512/2018 introduced significant amendments to the Greek Civil Procedure Code in respect of the allocation of proceeds to the creditors of the Borrower.

After the entry into force of article 977A of the Greek Civil Procedures Code and in respect of the new claims arising as of 17 January 2018 and onwards, if such claims are secured through a first ranking pledge, the auction proceeds are allocated, after deduction of the enforcement expenses, to the extent applicable, in the following order:

- a) creditors granted special privileges under cases 1 and 2 of article 976 of the Greek Civil Procedure Code, as in force, (which include secured creditors through a mortgage or a mortgage pre-notation over the property or a pledge);
- b) creditors granted privileges under articles 975 and case 3 of article 976 of the Greek Civil Procedure Code, as in force;
- c) unsecured creditors.

In addition, proceeds raised prior to the date of the first auction which relate to unpaid wages of up to six (6) months on the basis of dependent employment up to a monthly amount equal to the statutory minimum wage for an employee aged over twenty-five (25) years of age, multiplied by 275% are allocated before any other claim (super privilege) and after deduction of the costs of execution.

In case that a pre-notation or mortgage is registered over more than one asset of the Borrower, the abovementioned claims related to unpaid wages, if announced, are satisfied by auction proceeds allocated to the creditors as following: (i) *pari passu*, if the auctions took place simultaneously; or (ii) according to the chronological order of the auctions until to payment in full, if the auctions took place successively. In the case of (ii) above, the creditors who enjoy special privileges, which are not satisfied are granted a right to the auction proceeds from the remaining auctioned assets of the Borrower. After the satisfaction of privileged creditors, the non-privileged creditors are satisfied *pari passu* by the remaining amount of the auction proceeds.

In respect of the claims arising as of 1 January 2016 until 16 January 2018 and in respect of orders of execution served to the debtor after 1 January 2016, auction proceeds continue to be allocated, after deduction of the enforcement expenses reasonably determined by the auction clerk, to the following creditors of the Borrower, to the extent applicable, in the following order, pursuant to Greek law 4335/2015, as it previously stood:

- (a) creditors enjoying general privileges under Article 975 of the Greek Civil Procedure Code, namely (in the following ranking order):
  - (i) claims for hospitalisation and funeral costs of the Borrower and his family arising in the 12 months prior to the day of the public auction or the declaration of bankruptcy and compensation claims (except claims for moral damages) due to disability exceeding eighty per cent. (80%) or more that arose until the day of the public auction or the declaration of bankruptcy;
  - (ii) costs for the nourishment of the Borrower and his family arising in the previous six (6) months before the day of the public auction or the declaration of bankruptcy;
  - (iii) claims based on employees' salaries and claims for fees, expenses and compensation of lawyers paid under fixed regular remuneration that arose during the last 2 years prior to the day of the public auction or the declaration of bankruptcy. However, such time limit does not apply on any compensation claims raised by employees or in-house lawyers arising by reason of termination of their agreements. The same rank also includes claims of the State arising out of the Value Added Tax ("VAT") and any attributable or withholding taxes together with any increments and interests imposed on such claims, as well as claims of social security organisations, alimony claims in case of death of the person owing such alimony and compensation claims due to disability exceeding sixty-seven per cent. (67%) which arose up to the day of the public auction or the declaration of bankruptcy;
  - (iv) claims by farmers or farming partnerships arising from the sale of agricultural goods arising within the last year prior to the day that the public auction was first set to occur or the declaration of bankruptcy;
  - (v) claims of the Greek state and municipal authorities arising out of any cause, together with any increments and interest imposed on such claims; and
  - (vi) claims by the Athens Stock Exchange Members' Guarantee Fund (if the borrower is or was an investment services company) arising in the previous 24 months prior to the day of the public auction or the declaration of bankruptcy (this should not be relevant for any Borrower).
- (b) creditors enjoying special privileges under Article 976 of the Greek Civil Procedure Code (which include secured creditors through a mortgage or a mortgage pre-notation over the property or a pledge); and
- (c) unsecured creditors.

In case of concurrence of general privileges (as mentioned above) and special privileges (as mentioned above), the percentage of satisfaction of the creditors with general privileges is limited to up to one-third of the auction proceeds whereas the percentage of satisfaction of creditors with special privileges is up to two-thirds. In case of concurrence of general privileges (as mentioned above) and special privileges (which include claims secured by pledge or mortgage) and non-privileged claims, the percentage of satisfaction of the creditors with general privileges is limited to up to 25%, whereas

the percentage of satisfaction of creditors with special privileges is up to 65%. The remaining amount of 10% of the auction proceeds is allocated to the non-privileged creditors. In case of concurrence of creditors with special privileges and non-privileged creditors, an amount of 90% is allocated to creditors with special privileges, while an amount of 10% of the auction proceeds is allocated to the non-privileged creditors. In case of concurrence of claims with general privileges and non-privileged claims, the percentage of satisfaction of the former is 70%.

Accordingly, the Issuer, as owner of a first ranking pre-notation could be limited to receiving approximately two-thirds or 65% (as applicable) of the proceeds raised by an auction of a property securing a Loan if a claim under Article 975 of the Greek Civil Procedure Code exists. In such case, the proceeds may not be sufficient to discharge the amount that is owed by the Borrower to the Issuer under the Loan, which may in turn affect the Issuer's ability to meet its obligations in respect of the Covered Bonds.

However, given that the Loans are given a maximum 80% LTV indexed value for the purpose of calculating the Statutory Tests the value of the property securing a Loan should exceed the Outstanding Principal Balance of that portion of the Loan accredited value for the purposes of the Statutory Tests. Accordingly, the possibility that the Issuer will not receive sufficient proceeds following the enforcement against a property securing a Loan to discharge the amounts that are owed to it by the relevant Borrower is reduced.

## DESCRIPTION OF PRINCIPAL DOCUMENTS

### **Servicing and Cash Management Deed**

The Servicing and Cash Management Deed (as amended and restated), made between the Issuer, the Trustee and the Servicer contains provisions relating to, *inter alia*:

- (i) the Issuer's obligations when dealing with any cash flows arising from the Cover Pool and the Transaction Documents;
- (ii) the servicing, calculation, notification and reporting services to be performed by the Servicer, together with cash management services and account handling services in relation to moneys from time to time standing to the credit of the Transaction Account and the Collection Account;
- (iii) the terms and conditions upon which the Servicer will be obliged to sell in whole or in part the Selected Loans;
- (iv) the Issuer's right to prevent the sale by the Servicer of all or part of the Selected Loans to third parties by removing all or part of the Selected Loans made subject to sale from the Cover Pool and transferring within ten Athens Business Days from the receipt of the offer letter, to the Transaction Account, an amount equal to the price set forth in such offer letter, subject to the provision of a solvency certificate;
- (v) the covenants of the Servicer;
- (vi) the representations and warranties of the Issuer regarding itself and the Cover Pool Assets;
- (vii) the responsibilities of the Servicer following the service of a Notice of Default on the Issuer or upon failure of the Issuer to perform its obligations under the Transaction Documents; and
- (viii) the circumstances in which the Issuer or the Trustee will be obliged to appoint a new servicer to perform the Servicing and Cash Management Activities.

### *Servicing*

Pursuant to the Servicing and Cash Management Deed, the Servicer has agreed to service the Loans and their Related Security comprised in the Cover Pool and provide cash management services.

The Servicer will be required to administer the Loans and their Related Security in accordance with the Issuer's administration, arrears and enforcement policies and procedures forming part of the Issuer's policy from time to time as they apply to those Loans.

The Servicer will have the power to exercise the rights, powers and discretions and to perform the duties of the Issuer in relation to the Loans and their Related Security that it is servicing pursuant to the terms of the Servicing and Cash Management Deed, and to do anything which it reasonably considers necessary, convenient or incidental to the administration of the Loans and their Related Security.

### *Right of delegation by the Servicer*

The Servicer may from time to time subcontract or delegate the performance of its powers and duties under the Servicing and Cash Management Deed, provided that it will nevertheless remain responsible for the performance of those duties to the Issuer and the Trustee and, in particular, will

remain liable at all times for servicing the Loans and their Related Security and for the acts or omissions of any delegate or sub-contractor. Any such subcontracting or delegation may be varied or terminated at any time by the Servicer.

*Appointment of Replacement Servicer*

Upon the occurrence of any of the following events (each a “**Servicer Termination Event**”):

- (i) default is made by the Servicer in the payment on the due date of any payment due and payable by it under the Servicing and Cash Management Deed and such default continues unremedied for a period of 3 Athens Business Days after the earlier of the Servicer becoming aware of such default and receipt by the Servicer of written notice from the Trustee requiring the same to be remedied;
- (ii) default is made by the Servicer in the performance or observance of any of its other covenants and obligations under the Servicing and Cash Management Deed, which is materially prejudicial to the interests of the Covered Bondholders and such default continues unremedied for a period of 20 Business Days after the Servicer becoming aware of such default, PROVIDED THAT where the relevant default occurs as a result of a default by any person to whom the Servicer has subcontracted or delegated part of its obligations hereunder, such default shall not constitute a Servicer Termination Event if, within such period of 20 Business Days of awareness of such default by the Servicer, the Servicer terminates the relevant sub-contracting or delegation arrangements and takes such steps as the Trustee may approve to remedy such default;
- (iii) the occurrence of an Insolvency Event in respect of the Servicer; or
- (iv) the occurrence of an Issuer Event (where the Issuer and the Servicer are the same entity),

then at any time after the Trustee has received notice of any such Servicer Termination Event, the Trustee shall, following consultation with the Bank of Greece, while such Servicer Termination Event continues, use its reasonable endeavours to:

- (a) appoint an independent investment or commercial bank of international repute (the Investment Bank) to select an entity to act as a Replacement Servicer in accordance with the Servicing and Cash Management Deed; and
- (b) by notice in writing to the Servicer terminate its appointment as Servicer under the Servicing and Cash Management Deed with effect from a date (not earlier than the date of the notice) specified in the notice.

In the event that Trustee does not appoint the Investment Bank or the Investment Bank does not select a Replacement Servicer or the Trustee does not appoint the entity selected by the Investment Bank to act as Replacement Servicer within a reasonable period of time, the Bank of Greece may appoint, pursuant to Article 21(2) of the Covered Bond Law, a Special Administrator in respect of the Cover Pool Assets, provided that an Insolvency Event in respect of the Servicer (where the Issuer and the Servicer are the same entity) has occurred.

The Trustee will not be required to appoint a Replacement Servicer if (a) the Bank of Greece is in the process of appointing a Special Administrator pursuant to article 21(2) of the Covered Bond Law and the Greek Covered Bond Legislation or (b) an administrator or liquidator to the Issuer pursuant to Greek Banking Legislation or (c) the Trustee is informed by the Bank of Greece that it intends to take any such actions listed in this paragraph or to adopt other steps that are more appropriate in the circumstances to protect the interests of the Covered Bondholders.

**“Insolvency Event”** means in respect of the Servicer:

- (a) an order is made or an effective resolution passed for the winding up of the relevant entity; or
- (b) the relevant entity stops or threatens to stop payment to its creditors generally or the relevant entity ceases or threatens to cease to carry on its business or substantially the whole of its business; or
- (c) an encumbrancer takes possession or a receiver, administrator, administrative receiver or other similar officer is appointed to the whole or any material part of the undertaking, property and assets of the relevant entity or a distress, diligence or execution is levied or enforced upon against the whole or any material part of the chattels or property of the relevant entity and, in the case of any of the foregoing events, is not discharged within 30 days; or
- (d) the relevant entity is unable to pay its debts as they fall due,
- (e) a creditors’ collective enforcement procedure is commenced against the Servicer (including such procedure under the Bankruptcy Code, articles 137 and 145 of the Greek Banking Legislation),
- (f) the imposition of resolution measures in accordance with article 37ff of the BRR Law,

other than where the Servicer is NBG and any of the events set out in paragraphs (a) to (c) occurs in connection with a substitution in accordance with Condition 17

**“Issuer Insolvency Event”** means, in respect of NBG:

- (a) NBG stops payment of part or all of its debts;
- (b) NBG having resolved to enter into voluntary liquidation, other than in respect of reconstruction, merger or amalgamation as approved in writing by the Trustee or by an Extraordinary Resolution of the Covered Bondholders or which has been effected in compliance with Condition 17 (Substitution of the Issuer);
- (c) NBG admits in writing its inability to pay or meet its debts;
- (d) NBG is forced to enter into liquidation pursuant to Greek law, other than in respect of reconstruction, merger or amalgamation as approved in writing by the Trustee or by an Extraordinary Resolution of the Covered Bondholders or which has been effected in compliance with Condition 17 (Substitution of the Issuer);
- (e) a receiver, trustee or other similar official is appointed in relation to the Issuer or in relation to all or a substantial part of the assets of the Issuer, or an interim supervisor of the Issuer is appointed or an encumbrancer takes possession of all or a substantial part of the assets of the Issuer, or a distress or execution or other process is levied or enforced upon or sued out against the whole or a substantial part of the assets of the Issuer and in any of the foregoing cases such event is not discharged within 60 days of the occurrence;
- (f) notification by the Bank of Greece that the conditions of article 32 of the BRR Law apply or the imposition on the Issuer of resolution measures in accordance with article 37ff of the BRR Law;

- (g) a supervisor (Epitropos) of the Issuer is appointed in accordance with article 137 of Greek Banking Legislation or the Issuer is placed in liquidation in accordance with article 145 of the Greek Banking Legislation; or
- (h) any action or step is taken which has a similar effect to the foregoing.

The Trustee will not be obliged to act as servicer in any circumstances.

#### *Appointment of a Special Administrator*

Upon the Trustee receiving notice in writing of the occurrence of an Issuer Insolvency Event, the Trustee shall (acting upon an Extraordinary Resolution of the Covered Bondholders), as soon as reasonably practicable using its reasonable endeavours, appoint, in compliance with Article 21 of the Covered Bond Law, a Credit Institution licensed to provide services in Greece and which is willing to enter into an agreement substantially in the same terms as the Servicing and Cash Management Deed, provided that such entity meets the requirements of Article 21(4) of the Covered Bond Law, to act as special administrator (the “**Special Administrator**”). The appointment of the Special Administrator shall be subject to the prior written consent of the Bank of Greece.

In the event that the Trustee does not appoint a Special Administrator within a reasonable period of time, the Bank of Greece may appoint one pursuant to Article 21(2) of the Covered Bond Law.

The tasks and responsibilities of the Special Administrator are those set out in Article 21(3) of the Covered Bond Law. In addition, the Special Administrator shall carry out the obligations of the Servicer under the Servicing and Cash Management Deed or appoint a duly qualified third party to do so. If the Special Administrator appoints a third party to carry out the obligations of the Servicer, it shall monitor the performance of such third party and take reasonable steps to ensure that such third party complies with the provisions of the Servicing and Cash Management Deed.

#### *The Cover Pool*

The Issuer shall be entitled, subject to filing a Registration Statement signed by the Issuer and the Trustee so providing, to:

- (a) allocate to the Cover Pool Additional Cover Pool Assets for the purposes of issuing further Series of Covered Bonds and/or complying with the Statutory Tests and/or maintaining the rating(s) assigned to the Covered Bond provided that, in respect of any New Asset Type: (A) Moody’s (to the extent it is rating any Covered Bonds at that time) has provided confirmation in writing that the ratings on the Covered Bonds would not be adversely affected by, or withdrawn as a result of such addition of the New Asset Type to the Cover Pool (and in the case of any other Rating Agency (to the extent it is rating any Covered Bonds at that time), such Rating Agency has been notified of such addition) and (B) the risk weighting of the Covered Bond will not be negatively affected;
- (b) prior to the occurrence of an Issuer Event and provided that no breach of any Statutory Test has occurred and is continuing or would occur as a result of such removal or substitution (i) remove Cover Pool Assets from the Cover Pool or (ii) substitute Cover Pool Assets with Additional Cover Pool Assets, provided that for any substitution of Additional Cover Pool Assets which are New Asset Type Moody’s (to the extent it is rating any Covered Bonds at that time) has provided confirmation in writing that the ratings on the Covered Bonds would not be adversely affected by, or withdrawn as a result of, such removal or substitution (and in the case of any other Rating Agency (to the extent it is rating any Covered Bonds at that time), such Rating Agency has been notified of such addition).

Any further assets added to the Cover Pool at the option of the Issuer in accordance with the above or by way of mandatory changes below shall form part of the Cover Pool.

### *Sale of Selected Loans and their Related Security following an Issuer Event*

Following the occurrence of an Issuer Event which is continuing, the Servicer (or the Special Administrator, if appointed pursuant to Clause 22.6 of the Servicing and Cash Management Deed) shall be obliged to sell Loan and their Related Security in the Cover Pool in respect of the relevant Series of Pass-Through Covered Bonds on or before the First Refinance Date or before each Refinance Date thereafter having the Required Outstanding Principal Balance (the “**Selected Loans**”) in accordance with the Servicing and Cash Management Deed, subject to the rights of pre-emption in favour of the Issuer to remove the Selected Loans from the Cover Pool provided, (i) in the case of the sale of Selected Loans following an Issuer Event and prior to a breach of the Amortisation Test, where the Amortisation Test was met immediately prior to the proposed sale, the Amortisation Test will continue to be met following any sale of Selected Loans or the removal of such Selected Loans from the Cover Pool and (ii) where the Amortisation Test has been breached prior to such Selected Loans being sold the Servicer may sell Selected Loans even where the Amortisation Test will not be satisfied after such sale provided that the amount by which the Amortisation Test is breached is not worsened or further reduced as a result of sale of such Selected Loans.

Prior to the Servicer making any offer to sell Selected Loans and their Related Security to third parties, the Servicer shall serve on the Issuer a loan offer notice in the form set out in the Servicing and Cash Management Deed (a “**Selected Loan Offer Notice**”) giving the Issuer the right to prevent the sale by the Servicer of all or part of the Selected Loans to third parties, by removing all or part of the Selected Loans made subject to sale from the Cover Pool and transferring an amount equal to the then Outstanding Principal Balance of the relevant portion of the Selected Loans and the relevant portion of all arrears of interest and accrued interest relating thereto to the Transaction Account.

If the Issuer validly accepts the Servicer’s offer to remove all or part of the Selected Loans and their Related Security from the Cover Pool by signing the duplicate Selected Loan Offer Notice in a manner indicating acceptance and delivering it to the Trustee and the Servicer within 10 Athens Business Days from and including the date of the Selected Loan Offer Notice, the Servicer shall within three Athens Business Days of receipt of such acceptance, serve a selected loan removal notice on the Issuer in the form set out in the Servicing and Cash Management Deed (a “**Selected Loan Removal Notice**”).

The Servicer shall offer for sale the Selected Loans and their Related Security in respect of which the Issuer rejects or fails within the requisite time limit to accept the Servicer’s offer to remove the Loans and their Related Security from the Cover Pool in the manner and on the terms set out in the Servicing and Cash Management Deed.

Upon receipt of the Selected Loan Removal Notice duly signed on behalf of the Servicer, the Issuer shall promptly (i) sign and return a duplicate copy of the Selected Loan Removal Notice to the Servicer, (ii) deliver to the Servicer and the Trustee a solvency certificate stating that the Issuer is, at such time, solvent and shall remove from the Cover Pool the relevant portion of Selected Loans (as specified in the signed Selected Loan Removal Notice (and any other Loan secured or intended to be secured by that Related Security or any part of it) referred to in the relevant Selected Loan Removal Notice and where that portion is less than all of the Selected Loans the Loans and the Related Security in the portion that is removed shall be chosen from the Selected Loans on a random basis. Completion of the removal of all or part of the Selected Loans by the Issuer will take place on the Calculation Date next occurring after receipt by the Issuer of the Selected Loan Removal Notice or such other date as the Servicer may direct in the Selected Loan Removal Notice (provided that such date is not later than the earlier to occur of the date which is (a) 10 Athens Business Days after receipt by the Servicer of the returned Selected Loan Removal Notice and (b) the Extended Final Maturity Date of the relevant Series of Covered Bonds) when the Issuer shall, prior to the removal from the Cover Pool of all or part of the relevant Selected Loans (and any other Loan secured or

intended to be secured by that Related Security or any part of it), pay to the Transaction Account an amount in cash equal to the price specified in the relevant Selected Loan Removal Notice.

On the date of completion of the removal of all or part of the Selected Loans and their Related Security in accordance with the above, the Issuer shall ensure that the corresponding portion of the Selected Loans and their Related Security are removed from the Registration Statement.

Upon such completion of the removal of all or part of the Selected Loans and their Related Security in accordance with above or the sale of all or part of Selected Loans and their Related Security to a third party or third parties, the Issuer shall cease to be under any further obligation to hold any Customer Files or other documents relating to the relevant removed or sold Selected Loans and their Related Security to the order of the Trustee and, if the Trustee holds such Customer Files or other documents, it will send them to the Issuer at the cost of the Issuer.

“**Earliest Maturing Covered Bonds**” means, at any time, the Series of the Covered Bonds (other than any Series which is fully collateralised by amounts standing to the credit of the Transaction Account) that has or have the earliest Final Maturity Date as specified in the applicable Final Terms (ignoring any acceleration of amounts due under the Covered Bonds prior to service of a Notice of Default).

#### *Method of Sale of Selected Loans*

If the Servicer is required to sell Selected Loans and their Related Security to third parties following an Issuer Event which is continuing, the Servicer shall seek to sell such Selected Loans on or prior to the First Refinance Date and/or prior to each Refinance Date thereafter and the Servicer will be required to ensure that before offering Selected Loans for sale:

- (a) unless the Selected Loans comprise the entire Cover Pool:
  - (i) the Selected Loans have been selected from the Cover Pool on a random basis and such obligation in relation to random selection also applies where part but not all Selected Loans in relation to any Series are sold;
  - (ii) following an Issuer Event but prior to a breach of the Amortisation Test, the Selected Loans to be sold in any sale together (i) constitute all Selected Loans in relation to the relevant Series of Pass-Through Covered Bonds; or (ii) where the Outstanding Principal Balance in relation to such Selected Loans is greater than or equal to EUR 150 million (one hundred fifty million) or the Euro Equivalent Amount, such Selected Loans to be sold together have an Outstanding Principal Balance of at least EUR 150 million (one hundred fifty million); and
  - (iii) following the sale of the Selected Loans, not less than 5 (five) per cent. of the Outstanding Principal Balance of Selected Loans in respect of that Series of Pass Through Covered Bonds would remain in the Cover Pool (other than in respect of a sale of all Selected Loans in relation to the Relevant Series); and
- (b) the Selected Loans have an aggregate Outstanding Principal Balance in an amount (the **Required Outstanding Principal Balance Amount**) which is as close as possible to the amount calculated as follows:

$$N \times \frac{\text{Outstanding Principal Balance of all Loans in the Cover Pool}}{\text{the Euro Equivalent of the Required Redemption Amount in respect of each Series of Covered Bonds then outstanding}}$$

where N is an amount equal to the Euro Equivalent of the Required Redemption Amount of the relevant Series of Covered Bonds (being each Series of Pass-Through Covered Bonds) less amounts standing to the credit of the Transaction Account (other than amounts standing to the credit of the Liquidity Buffer Reserve Ledger) and the principal amount of any Marketable Assets, Liquid Assets or Authorised Investments (other than Liquid Assets or Authorised Investments acquired from the amounts standing to the credit of the Liquidity Buffer Reserve Ledger) (excluding all amounts to be applied to pay or provide for the Series Share of Expenses on the next following Cover Pool Payment Date and excluding any amounts which have been set aside to pay any Series of Covered Bonds) and all Sale Proceeds received from the sale of other Selected Loans or removal of Selected Loans under the right of pre-emption.

**Required Redemption Amount** means, in respect of any relevant Series of Covered Bonds, the amount calculated as follows:

the Principal Amount Outstanding of the relevant Series of Covered Bonds

*multiplied by*

$(1 + \text{Negative Carry Factor} \times (\text{days to maturity of the relevant Series of Covered Bonds}/365))$ .

For the purposes of Clause 6.4 of the Servicing and Cash Management Agreement reference to a relevant Series of Covered Bonds shall be a reference to one or more Series of Covered Bonds in respect of which the Servicer is required to sell Selected Loans, which shall for the avoidance of doubt, be all Series of Pass Through Covered Bonds.

- (c) The Servicer will offer the Selected Loans for sale to third parties for the best price reasonably available but (subject to (d) below) in any event for an amount not less than the Adjusted Required Redemption Amount.

The **Adjusted Required Redemption Amount** means the Euro Equivalent of the Required Redemption Amount, plus or minus (without double counting):

- (i) any swap termination amounts payable to or by the Issuer under a Covered Bond Swap Agreement in respect of the relevant Series of Covered Bonds less (where applicable) the principal balance of any Marketable Assets, Liquid Assets and Authorised Investments (excluding all amounts which have been set aside to pay the relevant Series of Covered Bonds); and plus or minus
  - (ii) any swap termination amounts payable to or by the Issuer under an Interest Rate Swap Agreement in respect of the relevant Series of Covered Bonds; plus
  - (iii) reasonable costs and expenses associated with sale of Selected Loans and their Related Security and the reasonable costs and expenses of the Portfolio Manager connected with the sale of Selected Loans and their Security; plus
  - (iv) the Series Share of Expenses.
- (d) Following the occurrence of an Issuer Event, the Servicer will as soon as possible and in any event within one calendar month of the First Refinance Date and, if applicable within one calendar month of the occurrence of any further Refinance Date (if applicable) appoint a

Portfolio Manager of recognised standing, and which is not an affiliate of the Issuer, on a basis intended to incentivise the Portfolio Manager to achieve the best price for the sale of the Selected Loans (if such terms are commercially available in the market) via a market auction process and to advise it in relation to the sale of the Selected Loans to third-party purchasers via a market auction process (except where the Issuer exercises its right of pre-emption). Only one Portfolio Manager may be appointed at any one time in respect of the Programme. If a Portfolio Manager has already been appointed in respect of a sale of Selected Loans and that appointment is continuing, the Servicer will appoint the same Portfolio Manager in respect of all other Series of Covered Bonds. Where the Servicer has not appointed the Portfolio Manager within one calendar month of the First Refinance Date or, if applicable, within one calendar month of any further Refinance Date (if applicable), the Servicer will send notice to all of the Covered Bondholders (with a copy of the notice to be provided to the Trustee) informing them that no Portfolio Manager has been appointed and will appoint the Portfolio Manager selected (pursuant to Condition 6.9 (Portfolio Manager)) by the Covered Bondholders on the same basis as if the appointment had been made by the Servicer. For the avoidance of doubt, the Trustee shall not be obliged to appoint a Portfolio Manager should the Servicer fail to do so (and shall have no liability for such failure) and shall not be responsible for determining the identity of, or approving, the Portfolio Manager to be appointed by the Servicer following a nomination or determining or approving the terms of appointment of a Portfolio Manager.

- (e) In respect of any sale of Selected Loans and their Related Security following the occurrence of an Issuer Event, the Servicer will instruct the Portfolio Manager to use all reasonable endeavours to procure that Selected Loans are sold as quickly as reasonably practicable (in accordance with the recommendations of the Portfolio Manager) taking into account the market conditions at that time and, where relevant, the scheduled repayment dates of the Covered Bonds and the terms of the Servicing and Cash Management Deed. The Servicer will ensure that the terms of the appointment of the Portfolio Manager require the Portfolio Manager's actions in respect of any sale of Selected Loans and their Related Security to be in accordance with the provisions summarised above, including the rights of pre-emption in favour of the Issuer to remove the Selected Loans from the Cover Pool. The Servicer will also ensure that the terms of the appointment of the Portfolio Manager require that the costs and expenses incurred by the Portfolio Manager are (which shall be borne by the Issuer) reasonable.
- (f) The Trustee will grant a power of attorney to the Servicer to release the Selected Loans and their Related Security from the Registration Statement but the Servicer, acting in the name of and on behalf of the Trustee, shall not do so unless and until completion of the removal of the Selected Loans and their Related Security in accordance with Clauses 6.3 (d) and 6.3 (e) of the Servicing and Cash Management Deed has taken place.
- (g) Following the occurrence of an Issuer Event, if third parties accept the offer or offers from the Servicer (or the Portfolio Manager on behalf of the Servicer, if a Portfolio Manager has been appointed), then the Servicer will, subject to the foregoing paragraph, enter into a sale and purchase agreement with the relevant third-party purchasers which will require, inter alia, a cash payment from the relevant third-party purchasers. Any such sale will not include any representations and warranties from the Servicer, the Portfolio Manager or the Issuer in respect of the Loans and their Related Security unless expressly agreed by the Servicer.
- (h) Any Sale Proceeds received from the sale of the Selected Loans and their Related Security will be applied by the Servicer on the next following Cover Pool Payment Date as Cover Bonds Available Funds.

*Amendment to definitions*

Under the Servicing and Cash Management Deed, the parties have agreed that the definitions of Cover Pool, Cover Pool Asset, Individual Eligibility Criteria, Statutory Test and Amortisation Test may be amended by the Issuer from time to time without the consent of the Trustee as a consequence of the inclusion in the Cover Pool of a New Asset Type and/or changes to the hedging policies or servicing and collection procedures of the Issuer and/or as a result of any updates, amendments or supplements to the Greek Covered Bond Legislation, *provided that* Moody's (to the extent it is rating any Covered Bonds at that time) has provided confirmation in writing that the ratings on the Covered Bonds would not be adversely affected by, or withdrawn as a result of such amendment, and in the case of any other Rating Agencies (to the extent it is rating any Covered Bonds at that time), such Rating Agency has been notified of such amendment.

#### *Liquidity Buffer Reserve Ledger*

The Issuer has established a ledger on the Transaction Account denominated the “**Liquidity Buffer Reserve Ledger**”.

The Issuer has covenanted to ensure that the amount standing to the credit of the Liquidity Buffer Reserve Ledger, together with the nominal value of any Liquid Assets (other than amounts standing to the credit of the Liquidity Buffer Reserve Ledger) purchased from amounts standing to the credit of the Liquidity Buffer Reserve Ledger, is equal to or greater than the Liquidity Buffer Reserve Required Amount.

On each Calculation Date the Issuer shall pay an amount into the Liquidity Buffer Ledger sufficient to cause the Liquidity Buffer Reserve Ledger to have a balance equal to the Liquidity Buffer Reserve Required Amount. For the purposes of calculating the Liquidity Buffer Reserve Required Amount, the nominal value of any Liquid Assets purchased from amounts standing to the credit of the Liquidity Buffer Reserve which have not matured on or prior to such date will be taken in account.

On each Cover Pool Payment Date, an amount equal to the Liquidity Buffer Reserve Required Amount (less the nominal value of any Liquid Assets purchased from amounts standing to the credit of the Liquidity Buffer Reserve which have not matured on or prior to such date) (the “**Liquidity Buffer Reserve Withdrawal Amount**”) will be debited from the Liquidity Buffer Reserve Ledger and applied as Covered Bonds Available Funds.

**Liquidity Buffer Reserve Required Amount** means maximum cumulative net liquidity outflow of the Programme over the next one hundred eighty (180) days following such Calculation Date, *provided that* for the purposes of calculating the maximum cumulative net liquidity outflows, the Principal Amount Outstanding of the Covered Bonds shall be deemed to be due on the relevant Extended Final Maturity Date (where applicable) and not on the relevant Final Maturity Date.

#### *Law and Jurisdiction*

The Servicing and Cash Management Deed is governed by English law.

#### **Asset Monitor Agreement**

The Asset Monitor has agreed to carry out the ongoing monitoring of the Cover Pool in accordance with Article 15 of the Covered Bond Law, Section I of Chapter III of the Secondary Covered Bond Legislation, and the provisions of the Asset Monitor Agreement.

Subject to due receipt of the information to be provided by the Servicer to the Asset Monitor, to conduct tests in respect of the arithmetical accuracy of the calculations performed by the Servicer on the First Issue Date and the Statutory Tests and the Liquidity Buffer Reserve Required Amount

no later than the 31st day of March in each year with a view to confirmation of the arithmetical accuracy or otherwise of such calculations.

Following a determination by the Asset Monitor of any errors in the arithmetical accuracy of the calculations performed by the Servicer such that the Statutory Tests, Amortisation Test or the calculation of the Liquidity Buffer Reserve Required Amount, as applicable, have been failed on the relevant Applicable Calculation Date (where the Servicer had recorded it as being satisfied), or the reported Nominal Value of the Cover Pool or the reported Net Present Value of the Cover Pool or the reported amount of interest expected to be received in respect of the Loans comprised in the Cover Pool was mis-stated by the Servicer by an amount exceeding two per cent. of the Nominal Value of the Cover Pool or the reported Net Present Value of the Cover Pool or the reported amount of interest expected to be received in respect of the Loans comprised in the Cover Pool, as applicable (as at the date of the relevant Statutory Test or Amortisation Test, as applicable), the Asset Monitor will be required to conduct such tests following each Applicable Calculation Date for a period of six months thereafter.

The Asset Monitor is entitled to assume that all information provided to it by the Servicer for the purpose of conducting such tests is true and correct and not misleading, and is not required to conduct an audit or similar examination in respect of or otherwise take steps to verify the accuracy or completeness of any such information. The Asset Monitor will deliver a report (the “**Asset Monitor Report**”) to the Servicer, the Issuer and, if so requested, to the Trustee.

The Issuer or the Servicer will ensure that a copy of the Asset Monitor Report is sent to the Bank of Greece for the purposes of the Greek Covered Bond Legislation at the very minimum on an annual basis or as otherwise required by the Bank of Greece from time to time.

The Issuer or the Servicer, as applicable, will pay to the Asset Monitor an annual fee for the tests to be performed by the Asset Monitor.

The Issuer (or after the occurrence of an Issuer Event which is continuing, the Servicer, or after the occurrence of an Issuer Insolvency Event, the Special Administrator) may, at any time, but subject to the prior written consent of the Trustee, terminate the appointment of the Asset Monitor by giving at least 30 days’ prior written notice to the Asset Monitor, provided that such termination may not be effected unless and until a replacement asset monitor has been found by the Issuer (or after the occurrence of an Issuer Event which is continuing, the Servicer, or after the occurrence of an Issuer Insolvency Event, the Special Administrator) (such approval to be given by the Trustee if the replacement is an accountancy firm of international standing) which agrees to perform the duties of the Asset Monitor set out in the Asset Monitor Agreement (or substantially similar duties).

The Asset Monitor may, at any time, resign by giving at least 30 days’ prior written notice to the Issuer and the Trustee (copied to the Rating Agencies then rating the Covered Bonds at that time), and may resign by giving immediate written notice in the event of a professional conflict of interest caused by the action of any recipient of its reports. In addition, the Asset Monitor shall immediately inform the Issuer and the Trustee in writing if it no longer fulfils the requirements of article 15 of the Covered Bond Law.

Upon the Asset Monitor giving 30 days’ prior written notice of resignation, the Issuer (or following the occurrence of an Issuer Event which is continuing, the Servicer, or after the occurrence of an Issuer Insolvency Event, the Special Administrator) shall immediately use all reasonable endeavours to appoint a substitute asset monitor provided that such appointment to be approved by the Trustee (such approval to be given by the Trustee if the substitute is an accountancy firm of international standing) which agrees to perform the duties of the Asset Monitor set out in the Asset Monitor Agreement. If a substitute is not appointed by the date which is 30 days prior to the date when tests are to be carried out in accordance with the terms of the Asset Monitor Agreement, then the Issuer (or following the occurrence of an Issuer Event which is continuing, the Servicer, or after

the occurrence of an Issuer Insolvency Event, the Special Administrator) shall use all reasonable endeavours to appoint an accountancy firm of national standing to carry out the relevant tests on a one-off basis, provided that such appointment is approved by the Trustee.

The Trustee will not be obliged to act as Asset Monitor in any circumstances.

#### *Law and Jurisdiction*

The Asset Monitor Agreement is governed by English law.

#### **Trust Deed**

The Trust Deed, made between the Issuer and the Trustee on the Programme Closing Date (as subsequently amended and supplemented) appoints the Trustee to act as the bondholders representative in accordance with the Covered Bond Law. The Trust Deed contains provisions relating to, *inter alia*:

- (a) the constitution of the Covered Bonds and the terms and conditions of the Covered Bonds (as more fully set out under Terms and Conditions of the Covered Bonds above);
- (b) the Provisions for Meetings of Covered Bondholders;
- (c) the covenants of the Issuer;
- (d) the enforcement procedures relating to the Covered Bonds; and
- (e) the appointment powers and responsibilities of the Trustee and the circumstances in which the Trustee may resign or be removed.

#### *Provisions for meetings of Covered Bondholders*

The Provisions for Meetings of Covered Bondholders set out, *inter alia*:

- (a) that holders of a Covered Bond in bearer form (a “**Bearer Covered Bond**”) (whether in definitive form or represented by a global Covered Bond in bearer form) may obtain a voting certificate in respect of such Covered Bond from a Paying Agent (as such term is defined under the paragraph ‘*Agency Agreement*’ below);
- (b) that the Issuer or the Trustee or (in relation to a meeting for the passing of a Programme Resolution) the Covered Bondholders holding at least 25 per cent. of the Principal Amount Outstanding of the Covered Bonds of all Series then outstanding may at any time and the Issuer shall upon a requisition in writing in the English language signed by the holders of not less than one-tenth of the Principal Amount Outstanding of the Covered Bonds for the time being outstanding convene a meeting of the Covered Bondholders;
- (c) provisions relating to the circumstances in which the Trustee may convene a single meeting of the holders of Covered Bonds of more than one Series if in the opinion of the Trustee there is no conflict between the holders of the Covered Bonds of the relevant Series, in which event the Provisions for Meetings of Covered Bondholders shall apply thereto *mutatis mutandis*;
- (d) provisions relating to the circumstances in which the Trustee may convene a single meeting of the holders of Covered Bonds of more than one Series if in the opinion of the Trustee there is no conflict between the holders of the Covered Bonds of the relevant Series, in

which event the Provisions for Meetings of the Covered Bondholders shall apply thereto *mutatis mutandis*;

- (e) that at least 21 days' notice (exclusive of the day on which the notice is given and the day on which the meeting is to be held) specifying the place, day and hour of meeting shall be given to the holders of the relevant Covered Bonds prior to any meeting of such holders in the manner provided by Condition 16 (*Notices*);
- (f) the quorum requirements for passing resolutions of the holders of Bearer Definitive Covered Bonds, and for passing Extraordinary Resolutions or Programme Resolutions; and
- (g) the powers exercisable by Extraordinary Resolution (*i.e.* (a) a resolution passed at a meeting of the Covered Bondholders duly convened and held in accordance with the Provisions for Meetings of Covered Bondholders by a majority consisting of not less than three-fourths of the persons voting thereat upon a show of hands or if a poll is duly demanded by a majority consisting of not less than three-fourths of the votes cast on such poll; or (b) a resolution in writing signed by or on behalf of all or not less than three-fourths in aggregate Principal Amount Outstanding of the relevant Series of Covered Bondholders Covered Bondholders, which resolution in writing may be contained in one document or in several documents in like form each signed by or on behalf of one or more of the Covered Bondholders;

#### *Law and Jurisdiction*

The Trust Deed is governed by English law.

#### **Agency Agreement**

Under the terms of the Agency Agreement entered into on the Programme Closing Date (as subsequently amended and restated) between the Issuer, the Trustee, the Principal Paying Agent (together with any paying agent appointed from time to time under the Agency Agreement, the “**Paying Agents**”) (the “**Agency Agreement**”), the Paying Agents have agreed to provide the Issuer with certain agency services and have agreed, *inter alia*, to make available for inspection such documents as may be required from time to time by the rules of the Luxembourg Stock Exchange and to arrange for the publication of any notice to be given to the Covered Bondholders.

For the purposes of Condition 4.2(b)(ii) of the Terms and Conditions, the Agency Agreement provides that if the Relevant Screen Page is not available or if, no offered quotation appears or if fewer than three offered quotations appear, in each case as at 11.00 a.m. (Brussels time, in the case of EURIBOR (the “**Specified Time**”)), the Principal Paying Agent shall request each of the Reference Banks to provide the Principal Paying Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Specified Time on the Interest Determination Date in question. If two or more of the Reference Banks provide the Principal Paying Agent with offered quotations, the Rate of Interest for the Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Principal Paying Agent.

For the purposes of Condition 4.2(b)(ii) the Agency Agreement also provides that if on any Interest Determination Date one only or none of the Reference Banks provides the Principal Paying Agent with an offered quotation, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Principal Paying Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Principal Paying Agent by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the Specified Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that

which would have been used for the Reference Rate by leading banks in the Euro-zone inter-bank market (if the reference rate is EURIBOR) plus or minus (as appropriate) the Margin (if any) or, if fewer than two of the Reference Banks provide the Principal Paying Agent with offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at approximately the Specified Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for the purpose) informs the Principal Paying Agent it is quoting to leading banks in the Euro-zone inter-bank market (if the reference rate is EURIBOR) plus or minus (as appropriate) the Margin (if any), provided that, if the Rate of Interest cannot be determined in accordance with the Agency Agreement of this Clause, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period).

#### *Law and Jurisdiction*

The Agency Agreement is governed by English law.

For the purposes of this section “**Agency Agreement**” any capitalised terms have the meanings given to them in the Terms and Conditions of the Covered Bonds above.

#### **Deed of Charge**

Pursuant to the terms of the Deed of Charge entered into on the Programme Closing Date by the Issuer, the Trustee and the other Secured Creditors, as amended and supplemented from time to time, the Secured Obligations of the Issuer and all other obligations of the Issuer under or pursuant to the Transaction Documents to which it is a party are secured, *inter alia*, by the following security over the following property, assets and rights (the “**Deed of Charge Security**”):

- (a) an assignment by way of first fixed security over all of the Issuer’s interests, rights and entitlements under and in respect of any Charged Document;
- (b) a first fixed charge (which may take effect as a floating charge) over the rights and benefits of the Bank Accounts and the Collection Account (the Issuer Accounts) and all amounts standing to the credit of the Issuer Accounts (including any Liquid Assets held in the form of cash and recorded in the Liquidity Buffer Reserve Ledger established under the Transaction Account); and
- (c) a first fixed charge (which may take effect as a floating charge) over the rights and benefits of the Issuer in respect of all Authorised Investments and Marketable Assets (to the extent governed by English law) purchased from time to time from amounts standing to the credit of any Issuer Account.

In addition, to secure its obligations under the Covered Bonds the Issuer has, pursuant to the Covered Bond Law, created a pledge over the Cover Pool (which consists principally of the Issuer’s interest in the Loan Assets and certain Marketable Assets). The Deed of Charge will also provide that (other than in certain limited circumstances) only the Trustee may enforce the security created under either the Deed of Charge. The proceeds of any such enforcement of the Deed of Charge will be required to be applied in accordance with the order of priority set out in the Post Event of Default Priority of Payments.

In Accordance with the Covered Bond Law, the Trustee shall at all times be a credit institution (or an affiliated company of a credit institution) that is entitled to provide services in the European Economic Area (an “**EEA Credit Institution**”). If at any time the Trustee ceases to be an EEA Credit Institution it will notify the Issuer immediately and take all steps necessary to find a replacement Trustee that is an EEA Credit Institution.

#### *Release of Security*

In accordance with the terms of the Deed of Charge all amounts which the Servicer (on behalf of the Issuer and the Trustee or its appointee) is permitted to withdraw from the Transaction Account pursuant to the terms of the Deed of Charge will be released from the Deed of Charge Security. In addition, upon the Issuer or the Servicer making a disposal of an Authorised Investment or Marketable Assets (to the extent governed by English law) charged under the Deed of Charge and provided that the proceeds of such disposal are paid into the Transaction Account in accordance with the terms of the Servicing and Cash Management Deed, that Authorised Investment or Marketable Assets (to the extent governed by English law) will be released from the Deed of Charge Security.

At such time that all of the obligations owing by the Issuer to the Secured Creditors have been discharged in full, the Trustee will, at the cost of the Issuer, take whatever action is necessary to release the relevant Charged Property from the Deed of Charge Security to, or to the order of, the Issuer.

#### *Enforcement*

If a Notice of Default is served on the Issuer, the Trustee shall be entitled to appoint a Receiver, and/or enforce the Deed of Charge Security constituted by the Deed of Charge, and/or take such steps as it shall deem necessary, subject in each case to being indemnified and/or secured to its satisfaction. All proceeds received by the Trustee from the enforcement of the Deed of Charge Security will be applied in accordance with the Post Event of Default Priority of Payments.

#### *Law and Jurisdiction*

The Deed of Charge is governed by English law.

#### **Interest Rate Swap Agreement**

Some of the Loan Assets in the Cover Pool will pay from time to time a variable rate of interest for a period of time that may either be linked to the standard variable rate of the Issuer (the “**Issuer Standard Variable Rate**”) or linked to an interest rate other than the Issuer Standard Variable Rate, such as EURIBOR or a rate that tracks the ECB base rate. Other Loan Assets will pay a fixed rate of interest for a period of time. However, the Euro payments to be made by the Issuer under each of the Covered Bond Swaps may vary. To provide a hedge against the possible variance between:

- (a) the rates of interest payable on the Loan Assets in the Cover Pool; and
- (b) payments by the Issuer under the Covered Bond Swaps,

the Issuer, the provider of the Interest Rate Swaps (each such provider, an Interest Rate Swap Provider) and the Trustee will enter into one or more an interest rate swap transactions in respect of each Series of Covered Bonds under the Interest Rate Swap Agreement (each such transaction an Interest Rate Swap).

Under the terms of each Interest Rate Swap, in the event that the relevant rating of the Interest Rate Swap Provider or any guarantor of the Interest Rate Swap Provider's obligations is downgraded by a Rating Agency below the rating specified in the Interest Rate Swap Agreement (in accordance with the requirements of the Rating Agencies), the Interest Rate Swap Provider will, in accordance with the Interest Rate Swap Agreement, be required to take certain remedial measures which may include providing collateral for its obligations under the Interest Rate Swaps, arranging for its obligations under the Interest Rate Swaps to be transferred to an entity with ratings required by the relevant Rating Agency, procuring another entity with the ratings required by the relevant Rating Agency to become co-obligor or guarantor in respect of its obligations under the Interest Rate Swaps (such guarantee to be provided in accordance with the then-current guarantee criteria of each of the Rating Agencies), or taking such other action as it may agree with the relevant Rating Agency. A failure to take such steps within the periods set out in the Interest Rate Swap Agreement will, subject to certain conditions, allow the Issuer to terminate the Interest Rate Swap Agreement.

The Interest Rate Swap Agreement may also be terminated in certain other circumstances, together with any other events of default and termination events set out in the Interest Rate Swap Agreement (each referred to as an Interest Rate Swap Early Termination Event), which may include:

- at the option of any party to the Interest Rate Swap Agreement, if there is a failure by the other party to make timely payments of any amounts due under the Interest Rate Swap Agreement; and
- upon the occurrence of the insolvency of the Interest Rate Swap Provider or any guarantor of the Interest Rate Swap Provider's obligations, or the merger of the Interest Rate Swap Provider without an assumption of its obligations under the Interest Rate Swap Agreement.

Upon the termination of an Interest Rate Swap pursuant to an Interest Rate Swap Early Termination Event, the Issuer or the Interest Rate Swap Provider may be liable to make a termination payment to the other in accordance with the provisions of the Interest Rate Swap Agreement. The amount of this termination payment will be calculated and made in Euro. Any termination payment made by the Interest Rate Swap Provider to the Issuer in respect of an Interest Rate Swap will first be used (prior to the occurrence of an Issuer Event) to pay a replacement Interest Rate Swap Provider to enter into a replacement Interest Rate Swap with the Issuer, unless a replacement Interest Rate Swap has already been entered into on behalf of the Issuer. Any premium received by the Issuer from a replacement Interest Rate Swap Provider in respect of a replacement Interest Rate Swap will first be used to make any termination payment due and payable by the Issuer with respect to the previous Interest Rate Swap, unless such termination payment has already been made on behalf of the Issuer. Any tax credits received by the Issuer in respect of an Interest Rate Swap will first be used to reimburse the relevant Interest Rate Swap Provider for any gross-up in respect of any withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature (and wherever imposed) made under the relevant Interest Rate Swap.

If a withholding or deduction for or on account of taxes is imposed on payments made by the Interest Rate Swap Provider to the Issuer under the Interest Rate Swaps, the Interest Rate Swap Provider shall always be obliged to gross up those payments so that the amount received by the Issuer is equal to the amount which would have been received in the absence of such withholding or deduction. If a withholding or deduction for or on account of taxes is imposed on payments made by the Issuer to the Interest Rate Swap Provider under the Interest Rate Swaps, the Issuer shall not be obliged to gross up those payments.

The Interest Rate Swap Provider may transfer all its interest and obligations in and under the relevant Interest Rate Swap Agreement to a transferee with minimum ratings in line with the

criteria of each of the Rating Agencies, without any prior written consent of the Trustee, subject to certain conditions.

Any tax credits or Swap Collateral Excluded Amounts will be paid to the Interest Rate Swap Provider directly and not via the Priorities of Payments.

The Interest Rate Swap Provider may transfer all its interest and obligations in and under the relevant Interest Rate Swap Agreement to a transferee with minimum ratings in line with the criteria of by each of the Rating Agencies, without any prior written consent of the Trustee, subject to certain conditions. If the Issuer is required to sell Selected Loans in the Cover Pool following the occurrence of an Issuer Event then, to the extent that such Selected Loans include Fixed Rate Loans, the Issuer may either:

- (a) require that the Interest Rate Swaps in connection with such Selected Loans partially terminate to the extent that such Selected Loans include Fixed Rate Loans and any breakage costs payable by or to the Issuer in connection with such termination will, following the occurrence of an Issuer Event, be taken into account in calculating the Cover Pool Payment Date for the sale of the Selected Loans; or
- (b) request that the Interest Rate Swaps in connection with such Selected Loans be partially novated to the purchaser of such Fixed Rate Loans to the extent that such Selected Loans include Fixed Rate Loans, such that each purchaser of Selected Loans will thereby become party to a separate interest rate swap transaction with the Interest Rate Swap Provider.

#### *Law and Jurisdiction*

The Interest Rate Swap Agreement (and each Interest Rate Swap thereunder) will be governed by English law.

#### **Covered Bond Swap Agreements**

The Issuer may enter into one or more covered bond swap transactions with one or more Covered Bond Swap Providers and the Trustee in respect of each Series of Covered Bonds (each such transaction a Covered Bond Swap). Each Covered Bond Swap may be either a Forward Starting Covered Bond Swap or a Non-Forward Starting Covered Bond Swap and each will constitute the sole Transaction under a single Covered Bond Swap Agreement (such Covered Bond Swap Agreements, together, the Covered Bond Swap Agreements).

Each Forward Starting Covered Bond Swap will provide a hedge (after the occurrence of an Issuer Event) against certain interest rate, currency and/or other risks in respect of amounts received by the Issuer under the Loans and the Interest Rate Swaps (if any) and amounts payable by the Issuer under the Covered Bonds (Forward Starting Covered Bond Swap).

Each Non-Forward Starting Covered Bond Swap will provide a hedge against certain interest rate, currency and/or other risks in respect of amounts received by the Issuer under the Loans and the Interest Rate Swaps (if any) and amounts payable by the Issuer under the Covered Bonds (Non-Forward Starting Covered Bond Swap).

Where required to hedge such risks, there will be one (or more) Covered Bond Swap Agreement(s) and Covered Bond Swap(s) in relation to each Series or Tranche, as applicable, of Covered Bonds.

Under the Forward Starting Covered Bond Swaps, the Covered Bond Swap Provider will pay to the Issuer on each Interest Payment Date, after the occurrence of an Issuer Event, an amount equal to the relevant portion of the amounts that are payable by the Issuer in respect of interest and principal payable under the relevant Series or Tranche of Covered Bonds. In return, the Issuer (or the Servicer

on its behalf) will periodically pay to the Covered Bond Swap Provider an amount in Euro calculated by reference to Euro EURIBOR plus a spread and, where relevant, the Euro Equivalent of the relevant portion of any principal due to be repaid in respect of the relevant Series or Tranche of Covered Bonds.

Under the Non-Forward Starting Covered Bond Swaps on the relevant Issue Date, the Issuer (or the Servicer on its behalf) will, if the Covered Bonds are denominated in a currency other than Euro, pay to the Covered Bond Swap Provider an amount equal to the relevant portion of the amount received by the Issuer in respect of the aggregate nominal amount of such Series or Tranche, as applicable, of Covered Bonds and in return the Covered Bond Swap Provider will pay to the Issuer the Euro Equivalent of the first-mentioned amount. Thereafter, and where the Covered Bonds are denominated in Euro, the Covered Bond Swap Provider will pay to the Issuer on each Interest Payment Date an amount equal to the relevant portion of the amounts that are payable by the Issuer in respect of interest and principal payable under the relevant Series or Tranche of Covered Bonds. In return, the Issuer (or the Servicer on its behalf) will periodically pay to the Covered Bond Swap Provider an amount in Euros calculated by reference to EURIBOR plus a spread and, where relevant, the Euro Equivalent of the relevant portion of any principal due to be repaid in respect of the relevant Series or Tranche of Covered Bonds.

Under the terms of each Forward Starting Covered Bond Swap and each Non-Forward Starting Covered Bond Swap, in the event that the relevant rating of the Covered Bond Swap Provider or any guarantor of the Covered Bond Swap Provider's obligations is downgraded by a Rating Agency below the rating specified in the relevant Covered Bond Swap Agreement (in accordance with the requirements of the Rating Agencies), the Covered Bond Swap Provider will, in accordance with the relevant Covered Bond Swap Agreement, be required to take certain remedial measures which may include providing collateral for its obligations under the Covered Bond Swap, arranging for its obligations under the Covered Bond Swap to be transferred to an entity with the ratings required by the relevant Rating Agency, procuring another entity with the ratings required by the relevant Rating Agency to become co-obligor or guarantor in respect of its obligations under the Covered Bond Swap Agreement (such guarantee to be provided in accordance with the then-current guarantee criteria of each of the Rating Agencies), or taking such other action as it may agree with the relevant Rating Agency. In addition, if the net exposure of the Issuer against the Covered Bond Swap Provider under the relevant Covered Bond Swap exceeds the threshold specified in the relevant Covered Bond Swap Agreement, the Covered Bond Swap Provider may be required to provide collateral for its obligations. A failure to take such steps within the time periods set out in the Covered Bond Swap Agreement will, subject to certain conditions, allow the Issuer to terminate the Covered Bond Swap.

A Covered Bond Swap Agreement may also be terminated in certain other circumstances, together with any other events of default and termination events set out in the relevant Covered Bond Swap Agreement (each referred to as a "**Covered Bond Swap Early Termination Event**"), which may include:

- (a) at the option of any party to the Covered Bond Swap Agreement, if there is a failure by the other party to make timely payments of any amounts due under such Covered Bond Swap Agreement; and
- (b) upon the occurrence of an insolvency of the Covered Bond Swap Provider or any guarantor of the Covered Bond Swap Provider's obligations, or the merger of the Covered Bond Swap Provider without an assumption of its obligations under the relevant Covered Bond Swap Agreement.

Upon the termination of a Covered Bond Swap, the Issuer or the Covered Bond Swap Provider may be liable to make a termination payment to the other in accordance with the provisions of the relevant Covered Bond Swap Agreement. The amount of this termination payment will be calculated

and made in Euro. Any termination payment made by the Covered Bond Swap Provider to the Issuer in respect of a Covered Bond Swap will first be used (prior to the occurrence of an Issuer Event) to pay a replacement Covered Bond Swap Provider to enter into a replacement Covered Bond Swap with the Issuer, unless a replacement Covered Bond Swap has already been entered into on behalf of the Issuer. Any premium received by the Issuer from a replacement Covered Bond Swap Provider in respect of a replacement Covered Bond Swap will first be used to make any termination payment due and payable by the Issuer with respect to the previous Covered Bond Swap, unless such termination payment has already been made on behalf of the Issuer. Any tax credits received by the Issuer in respect of a Covered Bond Swap will first be used to reimburse the relevant Covered Bond Swap Provider for any gross-up in respect of any withholding or deduction for or on account of any present or future taxes. Duties, assessments or governmental charges of whatever nature (and wherever imposed) made under the relevant Covered Bond Swap.

Any tax credits or Swap Collateral Excluded Amounts will be paid to the Covered Bond Swap Provider directly and not via the Priorities of Payments.

If withholding or deduction for or on account of taxes is imposed on payments made by the Covered Bond Swap Provider to the Issuer under a Covered Bond Swap, the Covered Bond Swap Provider shall always be obliged to gross up those payments so that the amount received by the Issuer is equal to the amount which would have been received in the absence of such withholding or deduction. If withholding or deduction for or on account of taxes is imposed on payments made by the Issuer to the Covered Bond Swap Provider under a Covered Bond Swap, the Issuer shall not be obliged to gross up those payments.

The Covered Bond Swap Provider may transfer all its interest and obligations in and under the relevant Covered Bond Swap Agreement to a transferee with minimum ratings in line with the criteria of each of the Rating Agencies, without any prior written consent of the Trustee, subject to certain conditions.

In the event that the Covered Bonds are redeemed and/or cancelled in accordance with the Terms and Conditions, the Covered Bond Swap(s) in connection with such Covered Bonds will terminate or partially terminate, as the case may be. Any breakage costs payable by or to the Issuer in connection with such termination will be taken into account in calculating:

- (a) the Cover Pool Payment Date for the sale of Selected Loans; and
- (b) the purchase price to be paid for any Covered Bonds purchased by the Issuer in accordance with Condition 6.6 (*Purchases*).

#### *Law and Jurisdiction*

The Covered Bond Swap Agreement (and each Covered Bond Swap thereunder) will be governed by English law.

#### **Bank Account Agreement**

Pursuant to the terms of the Bank Account Agreement entered into on the Programme Closing Date (as amended and restated) between the Account Bank, the Issuer, the Servicer and the Trustee, the Servicer will maintain with the Account Bank the Bank Accounts, which will be operated in accordance with the Servicing and Cash Management Deed and the Deed of Charge.

If the rating of the Account Bank cease to satisfy the requirements of an Eligible Institution (or such other ratings that may be agreed between the parties to the Bank Account Agreement and the relevant Rating Agency then rating any Covered Bonds) and the Account Bank does not, within 30 calendar days of such occurrence, obtain an unconditional and unlimited guarantee (in a form

acceptable to each of the Rating Agencies to the extent it is rating any Covered Bond at that time) of its obligations under the Bank Account Agreement from a financial institution satisfying the requirements of an Eligible Institution and such guarantee is to be provided in accordance with the relevant Rating Agencies' guarantee criteria provided that the Rating Agencies then rating the Covered Bonds confirm that the Covered Bonds would not be adversely affected thereby, then:

- the Bank Account Agreement will be terminated in respect of the Account Bank; and
- the Bank Accounts will be closed and all amounts standing to the credit thereof shall be transferred to accounts held with a bank which is an Eligible Institution.

The costs arising from any remedial action take by the Account Bank, following the circumstances specified above shall be borne by the Account Bank.

The Bank Account Agreement is governed by English law.

### **Custody Agreement**

The Issuer may enter into any Custody Agreement after the Programme Closing Date with, inter alios, the Custodian (as any of the same may be amended, restated, supplemented, replaced or novated from time to time).

### **Issuer-ICSDs Agreement**

The Issuer has entered into an Issuer-ICSDs Agreement with Euroclear Bank S.A./N.V. and Clearstream Banking SA (the ICSDs) in respect of any Covered Bonds issued in NGCB form. The Issuer-ICSDs Agreement provides that the ICSDs will, in respect of any such NGCBs, maintain their respective portion of the issue outstanding amount through their records.

The Issuer-ICSDs Agreement is governed by English law.

## TAXATION

### Greece

*The following summary of the principal Greek taxation consequences of the purchase, ownership and disposal of Covered Bonds by Greek or foreign tax resident holders, is of a general nature and is based on the provisions of tax laws currently in force in Greece. The summary below does not constitute a complete analysis and therefore, potential investors should consult their own tax advisers as to the tax consequences of such purchase, ownership and disposal. This summary is based on current Greek tax legislation and administrative practice of the Greek tax authorities, without taking into account any developments or amendments thereof after the date hereof whether or not such developments or amendments have retroactive effect.*

*Individuals are assumed not to be acting in the course of business for tax purposes. “Greek tax residents” includes the permanent establishments in Greece of non-Greek legal persons and legal entities, where the Covered Bonds are held through that permanent establishment. Tax considerations are subject to the more favourable provisions of any applicable bilateral treaty for the avoidance of double taxation (the “DTT”).*

#### ***Income – Withholding Tax***

The Greek income taxation framework is regulated by Greek law 4172/2013, as amended from time to time.

Interest payments to the Covered Bondholders which are legal entities having a permanent establishment in Greece for Greek tax law purposes (the “**Greek Tax Residents**”), made by the Issuer or a paying agent residing or having a permanent establishment in Greece for Greek tax law purposes, will be subject to Greek withholding tax at a flat rate of 15%. The relevant paying agent is liable to make the relevant withholding. This withholding does not exhaust the tax liability of legal entities and is subject to taxation through the income tax return. To the extent that the provisions of article 52 of Greek law 4646/2019 in conjunction with article 37 paragraph 2 of Greek law 4172/2013 continue to apply pursuant to article 33 of the Covered Bond Law, no withholding tax applies to interest payments to individuals that are Greek tax residents.

Interest payments to the Covered Bondholders who are individuals and legal entities that neither reside nor have a permanent establishment in Greece for Greek tax law purposes (the “**Foreign Tax Residents**”), made by the Issuer or a paying agent residing or having a permanent establishment in Greece for Greek tax law purposes, will not be subject to Greek withholding tax (article 52 of Greek law 4646/2019 in conjunction with article 64 paragraph 9 of Greek law 4172/2013). More specifically legal entities “**Foreign Tax Residents**” must file appropriate proof of tax residency where the payment of interest is made through Greek paying agent, so as not to be subject to withholding tax.

#### ***Capital gains realised from the transfer of Covered Bonds***

Pursuant to the provisions of article 14 of Greek law 3156/2003 that are applicable to Covered Bonds by virtue of Article 3 par. 2 of the Covered Bond Law, capital gains realised by Covered Bondholders from the transfer of Covered Bonds are not subject to taxation in Greece. This has been explicitly confirmed through Interpretative Circular No. 1032/2015 (item (iii) of paragraph 2). If the capital gains' beneficiaries are Greek legal persons or legal entities, or foreign legal persons or legal entities which have a permanent establishment in Greece to which the capital gains are attributable, no exemption is granted but the corporate taxation is under conditions deferred up to their distribution to the shareholders or capitalization.

### ***Value Added Tax***

No value added tax is payable upon disposal of the Covered Bonds (pursuant to article 22(1)(ka) of Greek law 2859/2000).

### ***Death Duties and Taxation on Gifts***

The Covered Bonds are subject to Greek inheritance tax if the deceased holder of Covered Bonds had been a resident of Greece or a Greek national.

However, if the Covered Bonds were located abroad and the deceased Greek national holder of Covered Bonds had been residing abroad for at least 10 successive years prior to his/her death, the Covered Bonds shall be exempt from inheritance tax.

The rates of inheritance tax vary from 0% to 40.0%, depending on the relationship between the heir and the deceased.

A gift of Covered Bonds is subject to Greek tax if the holder of the Covered Bonds (donor) is a Greek national or if the recipient thereof is a Greek national or resident.

The rates of gift tax vary from 0% to 40% depending on the relationship between the donor and the beneficiary.

### ***Stamp Duty***

Pursuant to Article 14 of Greek law 3156/2003, in conjunction with Article 3 par. 2 of the Covered Bond Law, the issuance or transfer of Covered Bonds is exempt from Greek stamp duty.

### **The Proposed Financial Transactions Tax**

On 14 February 2013, the European Commission published a proposal (the “**Commission's Proposal**”) for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the participating Member States). Estonia has since stated that it will not participate.

The Commission's Proposal has very broad scope and could, if introduced, apply to certain dealings of the Covered Bonds (including secondary market transactions) in certain circumstances. The issuance and subscription of Covered Bonds should, however, be exempt.

Under the Commission's Proposal, the FTT could apply in certain circumstances to persons both within and outside of the Participating Member States. Generally, it would apply to certain dealings in Covered Bonds where at least one party is a financial institution, and at least one party is established in a Participating Member State. A financial institution may be, or be deemed to be, "established" in a Participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a Participating Member State or (b) where the financial instrument which is subject to the financial transaction is issued in a Participating Member State.

However, as at the date of this Base Prospectus, the FTT proposal remains subject to negotiation between Participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional Member States may decide to participate.

Prospective holders of the Covered Bonds are advised to seek their own professional advice in relation to the FTT.

## **Luxembourg Taxation**

*The following paragraph is of a general nature only and is based on the laws presently in force in Luxembourg, though it is not intended to be, nor should it be construed to be, legal or tax advice. The information contained within this section is limited to Luxembourg withholding tax issues and prospective investors in the Covered Bonds should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject.*

*Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment only. Any reference in the present section to a withholding tax or a tax of a similar nature, or to any other concepts, refers to Luxembourg tax law and/or concepts only.*

### **Withholding Tax**

#### **(a) Non-resident holders of Covered Bonds**

Under Luxembourg general tax laws currently in force, there is no withholding tax on payments of principal, premium or interest made to non-resident holders of Covered Bonds, nor on accrued but unpaid interest in respect of the Covered Bonds, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the Covered Bonds held by non-resident holders of Covered Bonds.

#### **(b) Resident holders of Covered Bonds**

Under Luxembourg general tax laws currently in force and subject to the law of 23rd December 2005, as amended, (the “**Relibi Law**”) mentioned below, there is no withholding tax on payments of principal, premium or interest made to Luxembourg resident holders of Covered Bonds, nor on accrued but unpaid interest in respect of Covered Bonds, nor is any Luxembourg withholding tax payable upon redemption or repurchase of Covered Bonds held by Luxembourg resident holders of Covered Bonds.

Under the Relibi Law payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to an individual beneficial owner who is a resident of Luxembourg will be subject to a withholding tax of 20.0%. Such withholding tax will be in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his/her private wealth. Responsibility for the withholding of the tax will be assumed by the paying agents. Payments of interest under the Covered Bonds coming within the scope of the Relibi Law would be subject to a withholding tax at a rate of 20.0%.

## **U.S. Foreign Account Tax Compliance Act Withholding**

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a “foreign financial institution” (as defined by FATCA) may be required to withhold on certain payments it makes (“**foreign passthru payments**”) to persons that fail to meet certain certification, reporting or related requirements. The Issuer is a foreign financial institution for these purposes. A number of jurisdictions have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (“**IGAs**”), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of FATCA provisions and IGAs to instruments such as the Covered Bonds, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Covered Bonds, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on

instruments such as the Covered Bonds, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register. Further, Covered Bonds characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal income tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining foreign passthru payments are filed with the U.S. Federal Register generally would be “grandfathered” for purposes of FATCA withholding unless materially modified after such date (including by reason of a substitution of the Issuer). However, if additional Covered Bonds (as described under “Terms and Conditions of the Covered Bonds—Further Issues”) that are not distinguishable from previously issued Covered Bonds are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Covered Bonds, including the Covered Bonds offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Covered Bonds. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Covered Bonds, no person will be required to pay additional amounts as a result of withholding.

## SUBSCRIPTION AND SALE

Covered Bonds may be issued from time to time by the Issuer to any one or more of the Dealers. The arrangements under which Covered Bonds may from time to time be agreed to be issued by the Issuer to, and subscribed by, Dealers are set out in a Programme Agreement dated 26 November 2008 (as amended and restated, the “**Programme Agreement**”) and made between the Issuer and the Dealers. Any such agreement will, *inter alia*, make provision for the form and terms and conditions of the relevant Covered Bonds, the price at which such Covered Bonds will be subscribed by the Dealers and the commissions or other agreed deductibles (if any) payable or allowable by the Issuer in respect of such subscription. The Programme Agreement makes provision for the resignation or termination of appointment of existing Dealers and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Tranche of Covered Bonds. The Programme Agreement will be supplemented on or around the date of each issuance by Subscription Agreement, which will set out, *inter alia*, the relevant underwriting commitments. The date of the relevant Subscription Agreement will be set out in item 33(i) of the Final Terms.

### United States

The Covered Bonds have not been and will not be registered under the United States Securities Act of 1933, as amended (the **Securities Act**), or the securities laws of any state or other jurisdiction of the United States, and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S) except in accordance with Regulation S under the Securities Act (**Regulation S**) or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act or pursuant to an effective registration statement under the Securities Act.

The Covered Bonds in bearer form are subject to certain U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to U.S. persons, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the United States Internal Revenue Code of 1986 and regulations thereunder. Each Dealer has represented and agreed that, and each further Dealer appointed under the Programme will be required to represent and agree that, it has not offered, sold and delivered any Covered Bonds, and will not offer, sell and deliver any Covered Bonds (i) as part of their distribution at any time and (ii) otherwise until 40 days after the completion of the distribution of the Covered Bonds, as determined and certified as provided below, within the United States or to, or for the account or benefit of U.S. persons except in accordance with Regulation S of the Securities Act. Each Dealer who has purchased Covered Bonds (or, in the case of a sale of a Tranche of Covered Bonds issued to or through more than one Dealer, each of such Dealers as to the Covered Bonds of such Tranche purchased by or through it or, in the case of an issue of Covered Bonds on a syndicated basis, the relevant Lead Manager) shall determine and certify to the Principal Paying Agent the completion of the distribution of the Covered Bonds. On the basis of such notification or notifications, the Principal Paying Agent has agreed to notify such Dealer/Lead Manager of the end of the distribution compliance period with respect to such Tranche. Each Dealer has further agreed and each further Dealer appointed under the Programme will be required to agree that, at or prior to confirmation of sale of Covered Bonds, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration to which it sells Covered Bonds of such Tranche during the distribution compliance period a confirmation or other notice to substantially the following effect.

"The Securities covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (the Securities Act), or the securities laws of any state or other jurisdiction of the United States, and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of the Securities as determined and certified by the relevant Dealer, in

the case of a non-syndicated issue, or the relevant Lead Manager, in the case of a syndicated issue, and except in either case in accordance with Regulation S under the Securities Act. Terms used above have the meanings given to them by Regulation S."

Until 40 days after the commencement of the offering of any Series of Covered Bonds, an offer or sale of such Covered Bonds within the United States by any dealer (whether or not participating in the offering of such Covered Bonds) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an applicable exemption from registration under the Securities Act.

Each Dealer further represented and agreed that it, its affiliates or any persons acting on its or their behalf have not engaged and will not engage in any directed selling efforts with respect to any Covered Bond, and it and they have complied and will comply with the offering restrictions requirement of Regulation S.

In addition, in respect of Covered Bonds where TEFRA D is specified in the applicable Final Terms:

- (a) except to the extent permitted under U.S. Treas. Reg. Section 1.163-5(c)(2)(i)(D) (or any successor version incorporated into the United States Treasury Regulations under Section 163 or Section 4701 of the U.S. Internal Revenue Code of 1986) (the D Rules), each Dealer (i) represents that it has not offered or sold, and agrees that during the restricted period it will not offer or sell, Covered Bonds in bearer form to a person who is within the United States or its possessions or to a United States person, and (ii) represents that it has not delivered and agrees that it will not deliver within the United States or its possessions definitive Covered Bonds in bearer form that are sold during the restricted period;
- (b) each Dealer represents that it has and agrees that throughout the restricted period it will have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Covered Bonds in bearer form are aware that such Covered Bonds may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person, except as permitted by the D Rules;
- (c) if it is a United States person, each Dealer represents that it is acquiring Covered Bonds in bearer form for purposes of resale in connection with their original issuance and if it retains Covered Bonds in bearer form for its own account, it will only do so in accordance with the requirements of U.S. Treas. Reg. Section 1.163-5(c)(2)(i)(D)(6) (or any successor version incorporated into the United States Treasury Regulations under Section 163 or Section 4701 of the U.S. Internal Revenue Code of 1986);
- (d) each Dealer represents and agrees that it will not transfer Covered Bonds in bearer form to a trust, company or other entity that issues notes, certificates or other securities whose payment characteristics are determined in whole or in part by reference to the Covered Bonds unless such trust, company or other entity represents and agrees that such notes, certificates or other securities will be issued in compliance with the D Rules; and
- (e) with respect to each affiliate or distributor that acquires Covered Bonds in bearer form from a Dealer for the purpose of offering or selling such Covered Bonds during the restricted period, such Dealer repeats and confirms the representations and agreements contained in subparagraphs (a), (b), (c) and (d) on such affiliate's or distributor's behalf.

Terms used in the above paragraphs have the meanings given to them by the U.S. Internal Revenue Code of 1986 and Treasury regulations promulgated thereunder, including the D Rules.

In respect of Covered Bonds where TEFRA C is specified in the applicable Final Terms, such Covered Bonds must be issued and delivered outside the United States and its possessions in connection with their original issuance. Each Dealer represents and agrees that it has not offered, sold or delivered, and will not offer, sell or deliver, directly or indirectly, such Covered Bonds within the United States or its possessions in connection with their original issuance. Further, each Dealer represents and agrees in connection with the original issuance of such Covered Bonds that it has not communicated, and will not communicate, directly or indirectly, with a prospective purchaser if such purchaser is within the United States or its possessions and will not otherwise involve its U.S. office in the offer or sale of such Covered Bonds. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and Treasury regulations promulgated thereunder.

Each issuance of Dual Currency Interest Covered Bonds shall be subject to such additional U.S. selling restrictions as the Issuer and the relevant Dealer may agree as a term of the issuance and purchase of such Covered Bonds, which additional selling restrictions shall be set out in the applicable Final Terms. The relevant Dealer agrees that it shall offer, sell and deliver such Dual Currency Interest Covered Bonds only in compliance with such additional U.S. selling restrictions.

### **Prohibition of Sales to EEA Retail Investors**

Unless, the Final Terms in respect of any Covered Bonds specifies “Prohibition of Sales to EEA Retail Investors” as “Not Applicable”, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Covered Bonds to any retail investor in the European Economic Area (the “EEA”). For the purposes of this provision:

- (a) the expression “**retail investor**” means a person who is one (or more) of the following:
  - (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended or superseded, “**MiFID II**”); or
  - (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended or superseded (the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
  - (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”); and
- (b) the expression an **offer** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Covered Bonds to be offered so as to enable an investor to decide to purchase or subscribe for the Covered Bonds.

### **United Kingdom**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000) received by it in connection with the issue or sale of any Covered Bonds in circumstances in which Section 21(1) of the Financial Services and Markets Act 2000 does not apply to the Issuer; and

- (b) it has complied and will comply with all applicable provisions of the Financial Services and Markets Act 2000 with respect to anything done by it in relation to any Covered Bonds in, from or otherwise involving the United Kingdom.

### **Prohibition of Sales to UK Retail Investors**

Unless the Final Terms in respect of any Covered Bonds specifies “Prohibition of Sales to UK Retail Investors” as “Not Applicable”, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Covered Bonds which are the subject of the offering contemplated by the Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the United Kingdom (“UK”). For the purposes of this provision:

- (a) the expression “retail investor” means a person who is one (or more) of the following:
- (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “EUWA”); or
  - (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the “FSMA”) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA; or
  - (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of UK domestic law by virtue of the EUWA, and
- (b) the expression an “offer” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Covered Bonds to be offered so as to enable an investor to decide to purchase or subscribe for the Covered Bonds.

### **The Hellenic Republic**

The offering of the Covered Bonds has not been submitted to the approval procedure of the Hellenic Capital Markets Commission provided for by the Prospectus Regulation and Greek Law 4706/2020, to the extent applicable. Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold and will not offer or sell the Covered Bonds by any form of solicitation or advertising in the Hellenic Republic that would not fall under the exemptions of Article 58 of Greek Law 4706/2020, to the extent applicable or article 1 paragraph 4 of the Prospectus Regulation on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market.

### **Japan**

The Covered Bonds have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No.25 of 1948, as amended; the “FIEA”) and each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not and will not offer or sell, directly or indirectly, any Covered Bonds in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Control Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption

from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

### **The Grand Duchy of Luxembourg**

In addition to the cases described in the European Economic Area selling restrictions in which the Dealers can make an offer of Covered Bonds to the public in an EEA Member State (including the Grand Duchy of Luxembourg), the Dealers can also make an offer of Covered Bonds to the public in the Grand Duchy of Luxembourg in circumstances which do not constitute a public offer of securities pursuant to the provisions of the Luxembourg law of 16 July 2019 on prospectuses for securities, as amended.

### **General**

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Covered Bonds or possesses or distributes this Base Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Covered Bonds under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer, the Trustee nor any of the other Dealers shall have any responsibility therefor.

None of the Issuer, the Trustee and the Dealers represents that Covered Bonds may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

With regard to each Tranche, the relevant Dealer will be required to comply with such other restrictions as the Issuer and the relevant Dealer shall agree and as shall be set out in the applicable Final Terms.

## GENERAL INFORMATION

### Approval, listing and admission to trading

Application has been made to the CSSF to approve this document as a base prospectus. Application has also been made to the Luxembourg Stock Exchange for the Covered Bonds issued under the Programme to be admitted to trading on the Luxembourg Stock Exchange's regulated market and to be listed on the Official List of the Luxembourg Stock Exchange. The Luxembourg Stock Exchange's regulated market is a regulated market for the purposes of MiFID II.

However, Covered Bonds may be issued pursuant to the Programme which will not be listed on the Luxembourg Stock Exchange or any other stock exchange or which will be listed on such stock exchange as the Issuer and the relevant Dealer(s) may agree.

### Authorisations

The establishment, implementation and operation of the Programme and the issue of Covered Bonds have been duly confirmed and authorised by a resolution of the Board of Directors of the Issuer dated 24 July 2008. The update of the Programme was authorised by a resolution of the Board of Directors of the Issuer dated 28 June 2023.

### Post-issuance information

The Issuer provides quarterly Investor Reports detailing, among other things, compliance with the Statutory Tests. This information will be available on the website <http://www.nbg.gr/>.

### Use of proceeds

The net proceeds of the issue of each Series of Covered Bonds will be applied by the Group, as indicated in the applicable Final Terms relating to the relevant Series of Covered Bonds, either (a) to meet part of its general financing requirements; or (b) to finance or refinance, in whole or in part, Green Eligible Projects and Social Eligible Projects (as defined below).

According to the definition criteria set out by the International Capital Market Association ("ICMA") Green Bond Principles, only Series of Covered Bonds financing or refinancing Green Eligible Projects will be denominated "Green Covered Bonds".

According to the definition criteria set out by ICMA Social Bond Principles, only Series of Covered Bonds financing or refinancing Social Eligible Projects will be denominated "Social Covered Bonds".

According to the definition criteria set out by ICMA Sustainability Bond Guidelines, only Series of Covered Bonds financing or refinancing Green Eligible Projects and Social Eligible Projects will be denominated "Sustainable Covered Bonds".

On or before the issue of Green Covered Bonds, Social Covered Bonds or Sustainable Covered Bonds, further details on Green Eligible Projects are provided in the National Bank of Greece Green Bond Framework in effect at the time of issuance of the relevant issue of Green Covered Bonds and further details on Social Eligible Projects will be provided in a framework which will be made available on the Bank's website at <https://www.nbg.gr/en/group/investor-relations/debt-investors/sustainable-and-green-bonds-framework> and may be updated from time to time.

Definitions:

“**Green Eligible Projects**” means financings of renewable energy, energy efficiency, sustainability mobility, sustainability water, circular economy and green buildings projects and assets which meet a set of environmental criteria as further determined in accordance with the National Bank of Greece Green Bond Framework in effect at the time of issuance of the relevant issue of Green Covered Bonds.

“**Social Eligible Projects**” means small and medium-sized enterprises financing and financing of non-profit and civil economy to support access to essential services which meet a set of social criteria.

Sustainalytics (an independent provider of research-based evaluations of green financing frameworks to determine the Issuer’s environmental robustness) has evaluated the National Bank of Greece Green Bond Framework in effect as at the date of this Base Prospectus and has issued a second party opinion on such framework verifying its credibility, impact and alignment with the International Capital Markets Association Green Bond Principles 2018. The second-party opinion is available on the Bank’s website at <https://www.nbg.gr/-/jssmedia/Files/nbgportal/debt-investors/documents/National-Bank-of-Greece-Green-Bond-Framework-Second-Party-Opinion.pdf?rev=a64b1af438d848c29acae6950956d9c1>.

The Issuer strives to monitor the development of the green bond market to continually advance the sustainable terms of the National Bank of Greece Green Bond Framework. Accordingly, the National Bank of Greece Green Bond Framework may be updated from time to time during the life of any Green Covered Bonds to reflect current market practices. The amended National Bank of Greece Green Bond Framework would be subject to the relevant internal and external review processes and a new second-party opinion on the National Bank of Greece Green Bond Framework would be obtained in connection with any such amendment. Covered Bondholders would not be entitled to vote on such cases. Any amendments to the National Bank of Greece Green Bond Framework and any new second-party opinion on the National Bank of Greece Green Bond Framework will be published and will be available on the Bank’s website at the address above.

As outlined in the National Bank of Greece Green Bond Framework, the Bank intends to publish a green, social and/or sustainable finance annual report on the allocation of the proceeds of any of the Covered Bonds that are used in financing and/or refinancing, in whole or in part, Green Projects and Social Projects and their environmental and/or social impact and may, but is not obliged to, request a limited assurance report to be provided by a qualified external party in respect thereof. Reporting will be renewed annually until full allocation of such proceeds.

## **Litigation**

There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware), during the twelve months preceding the date of approval of this Base Prospectus which may have, or have had in the recent past, significant effects on the Issuer’s or the Group’s financial position or profitability. For further details, please see Section “*Business Overview*”, paragraph “*Legal and Arbitration Proceedings*”.

## **No significant or material change**

There has been no material adverse change, or any development reasonably likely to involve material adverse change, in the prospects of the Issuer since 31 December 2022. Since 31 March 2023, there has been no significant change in the financial performance or the financial position of the Issuer or the Group.

## Documents available for inspection

For so long as the Programme remains in effect or any Covered Bonds shall be outstanding, copies and, where appropriate, English translations of the following documents will, when published, be available for inspection from the registered office of the Issuer and from the specified offices of the Paying Agents or the Luxembourg Listing Agent:

- (a) the constitutional documents (with an English translation thereof) of the Issuer (<https://www.nbg.gr/en/the-group/corporate-governance/regulations-principles>);
- (b) the consolidated audited financial statements of the Issuer in respect of the financial years ended 31 December 2021 and 31 December 2022 (with an English translation thereof), in each case together with the audit reports prepared in connection therewith;
- (c) the unaudited interim condensed consolidated financial statements of the Bank and the Group as at and for the three month period ended 31 March 2023 and the unaudited interim condensed consolidated financial statements of the Bank and the Group as at and for the six month period ended 30 June 2022;
- (d) the most recently published audited annual financial statements of the Issuer and the most recently published unaudited interim financial statements (if any) of the Issuer (with an English translation thereof), together with any audit or review reports prepared in connection therewith;
- (e) the National Bank of Greece Green Bond Framework of the Issuer in respect of the application of the proceeds of any issue of Green Bonds, and the Second-Party Opinion. For the avoidance of doubt, neither the National Bank of Greece Green Bond Framework nor the Second-Party Opinion is, or shall be deemed to be, incorporated in and/or form part of this Base Prospectus;
- (f) the Programme Agreement, the Trust Deed, the Agency Agreement, and the forms of the Global Covered Bonds, the Covered Bonds in definitive form, the Coupons and the Talons;
- (g) a copy of this Base Prospectus; and
- (h) any future offering circulars, prospectuses, information memoranda and supplements including Final Terms (save that a Final Terms relating to a Covered Bond which is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Regulation will only be available for inspection by a holder of such Covered Bond and such holder must produce evidence satisfactory to the Issuer and the Principal Paying Agent as to its holding of Covered Bonds and identity) to this Base Prospectus and any other documents incorporated herein or therein by reference.

In addition, copies of this Base Prospectus, any supplement to the Base Prospectus, any documents incorporated by reference and each Final Terms relating to Covered Bonds which are admitted to trading on the official list of the Luxembourg Stock Exchange will also be available for inspection free of charge from the internet site of the Luxembourg Stock Exchange, at [www.luxse.com](http://www.luxse.com).

In any case, copy of this Base Prospectus together with any supplement thereto, if any, will remain publicly available in electronic form for at least 10 years, at: <https://www.nbg.gr/en/the-group/investor-relations/dept-investors/%E2%82%AC10billionglobalcoveredbondprogramme>.

## Clearing Systems

The Covered Bonds have been accepted for clearance through Euroclear and Clearstream, Luxembourg (which are the entities in charge of keeping the records). The appropriate Common Code and ISIN for each Series of Covered Bonds allocated by Euroclear and Clearstream, Luxembourg will be specified in the applicable Final Terms. If the Covered Bonds are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Final Terms.

The address of Euroclear is Euroclear Bank S.A./N.V., 1 Boulevard du Roi Albert II, B-1210 Brussels and the address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JF Kennedy, L-1855 Luxembourg.

### **Conditions for determining price**

The price and amount of Covered Bonds to be issued under the Programme will be determined by the Issuer and each relevant Dealer at the time of issue in accordance with prevailing market conditions.

### **Independent Auditors**

The Consolidated Financial Statements of National Bank of Greece S.A. prepared in accordance with International Financial Reporting Standards as adopted by the EU as of and for the years ended 31 December 2021 and 31 December 2022 incorporated by reference in this Base Prospectus have been audited by PricewaterhouseCoopers S.A., with registered office at 268 Kifissias Avenue, 152 32 Halandri (members of the Institute of Certified Auditors and Accountants of Greece).

The Six Months 2022 Financial Statements prepared in accordance with International Financial Reporting Standards as adopted by the EU as of and for the six months period ended 30 June 2022 incorporated by reference in this Base Prospectus have been reviewed by PricewaterhouseCoopers S.A., with registered office at 268 Kifissias Avenue, 152 32 Halandri (members of the Institute of Certified Auditors and Accountants of Greece).

**Any websites included in the Base Prospectus are for information purposes only and do not form part of the Prospectus.**

## GLOSSARY OF TERMS

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