



NATIONAL BANK OF GREECE

No

AGREEMENT FOR THE SUPPLY OF BANKING SERVICES THROUGH ALTERNATIVE NETWORKS

In (place), on / / , (date), between:

National Bank of Greece S.A., a Société Anonyme having its registered office at Aiolou 86, Athens, legally represented in this instance by
(hereinafter "the Bank"), and

Legal Entity's

Name: , Registered Office: , City: Street: Number: , Zip
Code: , Tax Identification Number/Tax Office: , legally represented in this instance by
Identity Card Number in his/her capacity as

or Individual's

Name: Mr/Ms , of , Identity Card Number

Resident of : and

Contact Address : ,

hereinafter "the **Customer**", the following are mutually acknowledged and agreed:

1. SCOPE OF THE AGREEMENT

- 1.1** The Bank, via its alternative networks, provides the Customer with remote access to banking transactions, such as viewing the balance of Customer's account(s) held with the Bank, transferring funds, making payments, performing securities transactions, sending notifications / updates by SMS, fax or e-mail etc. Such distance banking uses various technological infrastructures and methods, including the Internet, and fixed and mobile telephone networks. The Bank shall provide to the Customer access to its banking services via the alternative networks available from time to time (hereinafter the "Services"), subject to the terms and conditions below:

The Customer is aware and acknowledges that the IT systems supporting the Bank's alternative networks (hereinafter the "Networks") are constantly evolving, and subject to change and additions, without depending exclusively on any currently existing technology. Accordingly, the Bank is entitled to introduce changes from time to time to various features and parameters of the Services, such as the number and type of transactions available, the respective requirements of the Customer's equipment, and the methods and systems for recognizing or verifying the Customer's identity, advising the Customer accordingly.

- 1.2** With respect to the terms and conditions for effecting payment transactions, the framework contract attached hereto regarding payment services (hereinafter the "framework contract"), which is governed by law 3862/2010 (Government Gazette A-113/13.7.2010), shall additionally apply and prevail.

2. CUSTOMER'S ACCESS TO AND USE OF ALTERNATIVE NETWORKS

- 2.1** Access to and use of the Bank's Internet Banking services shall be made available to the Customer through the Customer's electronic medium (e.g. computer) as well as any other convenient means of access (hereinafter the "Electronic Medium"), to be linked to the Internet at the Customer's responsibility and expense. The term "Electronic Medium" comprises all telecommunication, digital or electronic devices, including, without limitation, computers, mobile phone devices, tablets etc.

The software enabling the supply of the Bank's Internet Banking Services (hereinafter the "Software") shall be installed in the Electronic Medium automatically. The Customer shall download it from the Bank's web page or from official software distribution stores (including, without limitation apple store, google play, windows phone store) once the Customer has agreed to the terms of the Bank's licence to use the Software.

- 2.2** The Software and the rights issuing therefrom are wholly owned by the Bank. The Bank hereby grants to the Customer licence to use the Software (hereinafter the "Licence"), as per the provisions of Article 7 hereof.

The Licence shall be personal, non-exclusive, non-transferable and freely revocable, and shall be granted to the Customer on a temporary basis only for the length of time each time required for

the Customer's use of the Services cited in Article 1.1 hereof, subject to the provisions hereof and to the relevant provisions included in the Bank's web page that constitute an integral part hereof.

2.3 Access to the Bank's Internet/Mobile Banking Network shall be available to the Customer on the days and hours announced by the Bank through its web page to that effect, subject to the Customer's full acceptance of the terms and conditions hereof. The Bank is entitled to revoke and suspend the Customer's access to the said Network, as per the provisions of article 6.4.4.3 (b) of the framework contract.

2.4 Access to the Bank's Internet Banking Services shall be available to the Customer only via NBG's webpage (www.nbg.gr). The Customer shall enter NBG's electronic address for its official site in the address bar of the his internet browser and shall not attempt to access the Bank's Internet Banking Services in any other way, including, without limitation, via links/ hyperlinks, websites of third parties, search engines, e-mails or sms/letters etc.

Access to any one of the Bank's Internet Banking Services and other i-bank services (e.g. mobile banking) shall be effected by the Customer by entering his UserID and Password.

The Bank determines, at its discretion and informing the Customer accordingly through NBG's official website, those transactions for the execution of which it is necessary to use, besides the aforesaid User ID and password, further Secure Identification methods (hereinafter "Secure Identification") for the Customer, including but not limited to, the use of One Time Passwords (hereinafter "OTP"). The OTP code can be generated by a special device supplied by the Bank to the Customer (i-Code) or by special software available to the Bank or sent by text message (SMS) to the Customer's phone, whose number the Customer has supplied to the Bank. The Customer agrees that the OTP code is equivalent to his signature.

In any case the Secure Identification method, as well as the procedure by which it is supplied to the Customer, will be communicated by the Bank via a relevant post on its official website. The Customer is under obligation to keep with due care the Electronic Media and the Secure Identification media for payments granted by the Bank for effecting transactions and not to give or lend them to third parties. Likewise, the Customer shall never disclose secret codes (e.g. PIN, Passwords, OTPs) to anyone whatsoever, including Bank agents.

2.5 The Customer shall memorize the Password and shall not disclose the Password to anyone else or keep a record of it in any place accessible to anyone.

2.6 As soon as the Customer becomes aware that the Password or the Electronic Media or the Secure Identification Media have been lost (or leaked to any unauthorized person, or improperly or unlawfully used), he shall immediately inform the Bank accordingly by telephone and by letter, otherwise he shall be solely responsible and the Bank shall be in no way liable for any injury caused to him as a result of improper or unlawful use of the Password or OTP as above.

With regard to the liability of the Customer for losses resulting from the execution of unauthorised payment transactions, the provisions of article 6.4.5.3 of the framework contract shall apply.

2.7 If a legal entity, the Customer shall notify the Bank of the number of his Job Positions (hereinafter 'Job Positions') and specific transactions authorized via each one of them (Job Position profile) via which he shall make use of the Services hereunder, so as to be supplied with the appropriate number of UserIDs as well as with additional Secure Identification methods (e.g. devices for the production of OTPs that will enable him to effect transactions from the designated Job Positions. Each one of said UserIDs together with the Password shall apply to a specific Job Position, while also being uniquely linked via the Secure Identification method. The Customer shall choose on the basis of his own criteria and at his sole responsibility the individuals whom he shall supply with the user names and the Secret ID Codes (PIN / Password) as well as the Secure Identification Method to effect transactions in his name and on his behalf through the Job Positions requested by the Bank. If the Customer does not wish to further use a specific Job Position for any reason whatsoever, he is under obligation to inform accordingly the Bank at once, in writing or through the alternative networks, if applicable.

The Customer can ask the Bank to use all services available up to that moment. For each new Service that may become available thereafter, a new Customer request may be required at the Bank's discretion either by filing a supplementary application or through the alternative networks, if applicable.

2.8 In line with the framework for the operation and use of Services provided under this Agreement to Customers (Legal Entity), the Customer bears full and sole responsibility to the Bank for any act or omission performed by any Customer-authorized third party user (individual or legal entity) of any Job Position which results in a breach of the provisions of this Agreement or the law. Any individual or legal entity not duly reported to the Bank as a legal representative of the Customer shall be deemed to be a third party for the purposes hereof.

3. CUSTOMER ORDERS – IRREVOCABILITY AND EXECUTION THEREOF – OBLIGATIONS AND LIABILITY OF THE PARTIES HERETO

3.1 With regard to Customer orders and the irrevocability and execution thereof, as well as the obligations and liabilities of the parties hereto, the provisions of the framework contract shall

apply.

In addition the following are agreed:

- 3.2** The Bank reserves the right to require of the Customer, at any time and at the Bank's absolute discretion, confirmation by letter of any Customer's order transmitted to the Bank via the Networks, and the Customer shall confirm Customer's order by a letter to the Bank to that effect signed by the Customer or an authorized representative thereof.
- 3.3** If an order for the supply of any of the Services hereunder is placed by the Customer on any day or at any time other than a banking day or time (Saturday, Sunday, public holidays), the said order shall be deemed to be placed on the banking day that immediately follows or the day that access to the Bank's web page shall be available.
- 3.4** The Customer is entitled to apply for Blocking of Access to the Networks at any time and for any reason whatsoever either by letter to National Bank of Greece, e-Business and Alternative Channels Division, 125 Thessalonikis St., 18346 Athens, or via the Bank's Contact Center / Phone Banking, upon confirmation of Customer ID, whereupon the Customer's access to the Networks shall be suspended forthwith. To subsequently restore access to the Networks, the Customer should apply to the Bank to that effect following the same procedure via the Bank's Contact Center as above, otherwise by letter.

4. CUSTOMER'S OBLIGATIONS

- 4.1** The Customer hereby declares that as long as he uses the Services he shall maintain the appropriate hardware and software required for the use of the Networks or the Internet, and that he is aware of their operation framework in advance and possesses the knowledge necessary for the purposes thereof.
- 4.2** The Customer shall make proper use of the Software as provided for hereunder. Specifically, storage, reproduction, or modification of the Software in any manner whatsoever, or use thereof by the Customer for any purpose other than those expressly provided for hereunder and by any third party are strictly prohibited, subject to the provisions of 2.6 hereof.
- 4.3** The Customer shall take every measure to prevent any unlawful use of Electronic Media, Software, Passwords, UserIDs, and Secure Identification methods by unauthorized persons. The Customer is obliged to have installed on his Electronic Medium updated versions of software, programs, operating systems and antivirus programs and similar data and computer protection software (including, without limitation, antivirus programs, antispymware, firewalls etc.), such as are compatible with the Bank's system, and under no circumstances shall save on the said Electronic Medium Passwords, OTP codes, unrecognized software or programs and/or programs without lawful license. In addition, the Customer shall ignore and shall not respond to any electronic or other types of messages requesting personal information, Secure Identification data, Passwords and UserIDs.
- 4.4** The Customer should read carefully the information and instructions contained in the Bank's web page concerning transactions and Network security. The Customer agrees that any negligence and/or failure on his part to duly comply with the recommended security procedures may result in a breach of confidentiality as regards any Customer-related information and in third parties' unauthorized transactions on the Customer's account.
- 4.5** The Customer shall restore any injury incurred to the Bank, and shall compensate the Bank for any such amount (including court expenses and attorneys' fees) as the Bank may be required to pay by virtue of a court order or otherwise pursuant to violation of a third party's intellectual rights or improper or unlawful use of the Services hereunder.
- 4.6** The Customer is under obligation to pay to the Bank or to any subsidiary thereof any commission charged by them for any transactions which are subject to payment of a commission or fee amount in advance that is set out in the Bank's web page and which (transactions) may not be completed unless such amount is charged to the Customer's account. The said payment concerns the provision, by the Bank to the Customer, of access to Services available via the Bank's alternative networks. The payment for the use of Secure Identification methods is set out in the Bank's Rates for Core Banking Businesses as such is posted on the Bank's website.
- 4.7** If a legal entity, the Customer shall select individuals carefully to fill its Job Positions via which he uses the Services hereunder; the Customer shall be solely responsible for the selection of such individuals and further declares that it bears full and exclusive liability to the Bank and third parties for any such individual's acts or omissions.
- 4.8** If a legal entity, the Customer acknowledges and agrees that access to Internet Banking through the Customer's Job Positions shall be suspended upon expiry of the validity of the Customer's legal representation vis-à-vis the Bank. To ensure continuity of access to the Services, the Customer should ensure the due supply of legal representation documents to the Bank from time to time, as required.

5. OBLIGATION TO OBSERVE CONFIDENTIALITY

- 5.1** All information provided by the Customer to the Bank shall be confidential and the Bank must use

such information with due care, and only to the extent necessary within the context of the Services provided. The Bank is entitled to disclose Customer-related information under circumstances including, but not limited to, the following:

- a) when this is required for the execution of a transmitted order,
- b) when this is enforced by decision of a public or judicial authority or other legislation (law, decree, etc.) or when enforced by the competent supervisory authorities of the Bank.

This right of the Bank shall be of unlimited duration, even after expiry or termination in any way of this agreement.

- 5.2** The Customer shall treat the Software and all of the data contained therein as confidential, acknowledges their significance for the Bank and undertakes not to disclose or disseminate their contents to third parties in any manner.

This obligation on the part of the Customer shall be valid indefinitely, even after expiry or termination hereof in any manner whatsoever.

6. THE BANK'S LIABILITY

- 6.1** The Bank undertakes to make every effort to ensure the Networks' good operation and to ensure and safeguard the secure supply of the Services hereunder, especially the Customer's safe access to the Network, the prevention, as far as possible, of any unlawful use of the Network by unauthorized third parties, and the observance of confidentiality with respect to Customer-related data (subject to the provisions of 5.1 hereof). However, the Bank shall in no way be liable in the event that the secure use of the Network or the confidentiality of Customer's data is violated despite the exercise of due diligence on the Bank's part.

- 6.2** In the event that certain information is expressly subject to disclaimers or certain transactions to special terms, the Bank shall display such disclaimers and terms at a prominent place on its web page, and the Customer acknowledges and agrees that the use of such information or the performance of such transactions implies his acceptance of the said disclaimers or terms respectively.

- 6.3** The Bank shall not be liable for any use of the Networks contrary to the law or equity, including hacking. Under such circumstances, besides penal and civil consequences, the Bank is entitled to terminate this agreement pursuant to the provisions of articles 9 and 10 below.

7. INTELLECTUAL RIGHTS

- 7.1** The Bank and/or its suppliers reserve all the rights of ownership, the trademarks, the trade names and, generally, every distinctive feature of the Bank for the Software and accompanying manuals (the use of which is provided by the Bank to the Customer), the communication links, the software packages and any other intellectual rights of ownership or know-how relating to such.

- 7.2** The Bank grants to the Customer the non-exclusive and non-assignable right to use the Software products provided to access the Services, to be used solely by him, subject to the provisions hereof.

The Customer acknowledges that he is licensed to use the Bank's or others' intellectual ownership rights for the purpose of accessing the Services hereunder, and undertakes not to make use of the Bank's or others' intellectual ownership rights under any circumstances following termination for any reason whatsoever hereof.

8. BANK'S REPRESENTATIONS

- 8.1** The Bank declares that the Software meets the requirements for which it has been installed in the Electronic Medium subject to the Customer's proper use of the Software, in accordance with the Bank's instructions and specifications.

- 8.2** The Bank will restore at its own cost any fault in the Software relating to its use, on condition that the Customer has used the Software in line with the Bank's instructions and in accordance with the Software specifications.

9. TERM

- 9.1** This Agreement expires

- On expiry of the validity of the UserID supplied by the Bank to the Customer,
- On expiry of the validity of Customer's legal representation to the Bank, in the event the Customer fails to supply new legalization documents to the Bank within 10 days of such expiry,
- By service of a written notice of termination by either party hereto on the other one (1) month in advance, after the lapse of which the agreement is terminated, and
- Upon termination of the framework contract.

- 9.2** Orders remaining outstanding during the one (1) month deadline as of the notice of termination shall be executed normally in accordance with the terms hereof.

10. TERMINATION

- 10.1** The Bank shall be entitled to terminate this Agreement at any time, without prior notice, upon the occurrence of any one or more of the following events:
- a. The Customer is in breach of any of the provisions hereof, all of which are agreed to be material.
 - b. Any amount is due and payable by the Customer to the Bank on account of any other cause or credit agreement entered into between the Customer and the Bank, and the Customer is unable to pay same plus legal interest thereon within fifteen (15) days of the Bank's advice to the Customer to that effect.
 - c. The Customer is declared bankrupt, or a petition in bankruptcy is filed by or against the Customer, or the Customer is ruled insolvent or, specifically, unable to meet his/her obligations to the Bank or to third parties.
 - d. The Bank for any reason whatsoever ceases to supply the Services hereunder.

11. GENERAL PROVISIONS

- 11.1** Any charges or taxes relating hereto shall be for the account of the Customer, who shall be liable for payment thereof promptly on receipt of the Bank's advice to that effect.
- 11.2** This Agreement constitutes the entire agreement between the parties hereto, and any amendment hereto may be effected in writing only.
- 11.3** The Customer may not assign this Agreement or any right or obligation hereunder to any third party without the Bank's prior written consent.
- 11.4** The Customer irrevocably authorizes the Bank to use his e-mail address stated to the Bank in order to keep him updated on matters relating hereto and to other business with the Bank. The Customer is under obligation to inform the Bank of any change in his e-mail address or telephone number, and the Bank shall not be liable for not informing the Customer in the event the Customer fails to notify the Bank in writing of such change.
- 11.5** By signing this Agreement the Customer consents that, for transaction security reasons, any telephone calls made by him or any third party acting as his representative be recorded by the Bank's Contact Center / Phone Banking services, and agrees that such recordings constitute full proof of the Customer's communication with the Bank, counterevidence being allowed.
- 11.6** Any transaction carried out by the Customer hereunder shall be deemed to be a transaction effected in Greece, even in the event that the Customer's order is transmitted from a distance or otherwise from abroad.
- 11.7** Any delay or failure on the Bank's part to exercise any of its legal or contractual rights hereunder shall under no circumstances be deemed to constitute a waiver thereof.
- 11.8** In the event that any of the provisions hereof is ruled void, the remaining provisions hereof shall continue to be in full force and effect, as if the said provision was not originally included in this Agreement.
- 11.9** The Bank is legally entitled to process personal data in order to prevent, investigate and identify cases of fraud in the area of payments, the provisions of Law N.2472/97, as amended, applying in all other respects. The Bank is permitted to process personal data for the purposes of preventing, investigating and detecting incidents of payment-related fraud; as regards other issues the provisions of law 2472/97, as amended, shall apply.
- 11.10** This Agreement and any additional deed or appendix thereto, jointly with the framework contract for payment services, comprise an integral part and bind the parties hereto.
- 11.11** The Customer declares to the Bank that he appoints to be his process server, for the purposes of service of any legal or other document in Athens

In witness whereof this Agreement was drafted, duly read and executed by the parties hereto in two (2) identical original copies, each one of which was delivered to the Bank and the Customer.

FOR THE BANK

FOR THE CUSTOMER

(signature and name)
The customer initials all pages