

General Terms and Conditions

for individuals

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PART I GENERAL TERMS

1. PREAMBLE

- 1.1 The following transactions terms and conditions together with the Preamble, which, along with the framework contract for payment services governed by Law 3862/2010 (Government Gazette Issue A 113/ 13.07.2010), which is either being embodied to these terms and conditions or provided separately, together with the individual contracts providing payment instruments and with the individual banking contracts and the services price list of the Bank, savings and/or loan interest rate tables, cut-off times for the Bank and/or for third parties, and currency conversion cut-off times, which are available at the branches, on the official Bank website and through the Bank's HSBC Phone Banking service (by speaking with an agent and not through the Interactive Voice Response System) and the HSBC Internet Banking service, as applicable at the time, form a single substantial item (hereinafter the 'Terms') and govern relationships between Branches of HSBC Bank plc in Greece (hereinafter the 'Bank') and the customer (hereinafter the 'Customer' or 'him' or 'his', irrespective of number or gender). Customers are recommended to read the Terms and to keep them in a safe place. The Greek text of the Terms is the only binding version and every translation / rendition of the Terms in another language is provided merely for information purposes. The Customer acknowledges that the Greek text of the Terms prevails over their foreign translation / rendition. In all events, the Customer may, at any time that the contractual relationship with the Bank is in effect, request and receive a copy of the Terms and information about the contractual terms relating to payment services in hard copy or in another durable medium. The Customer confirms that he is aware that the Bank is incorporated in accordance with the laws of England and Wales and is registered in the United Kingdom on 8 Canada Square, London, E14 5HQ and is supervised by the Financial Services Authority (FSA), FSA Reg. No. 114216, Companies Reg. No. 14259, has been lawfully established in Greece under authorisation from the supervisory authority of Greece, namely the Bank of Greece, and is a full member of the Hellenic Banking Association, with Greek Tax Reg. No. 098031225 and with BIC/SWIFT number MIDLGRAA.
- 1.2 **Financial Services Compensation Scheme - FSCS**
The Bank is covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to honour its financial obligations. Most depositors - including most individuals and small businesses - are covered by the scheme. In respect of savings, an eligible depositor is entitled to claim up to £85,000. For joint accounts, each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £85,000 each, making a total of £170,000. The £85,000 limit relates to the **combined** amount in all the eligible depositor's accounts with the bank, including their share of any joint account, and not to each separate account. First direct and HSBC are both trading names of HSBC Bank plc and customers who hold savings under both trading names will only be eligible for one claim of up to the FSCS deposit limit in total. For further information about the scheme (including the amounts covered and eligibility to claim) please ask at your local branch, refer to the FSCS website (www.FSCS.org.uk) or call +44 (0) 20 7741 4100 or +44 (0) 800 678 1100.
- 1.3 The Bank's parent company is HSBC Holdings plc which has been established in accordance with the laws of England and Wales (HSBC Holdings plc, the Bank and all other Greek or international subsidiaries or affiliates shall hereinafter be referred to as the 'HSBC Group').
- 1.4 When doing business, the Bank may use corporate names which indicate a section of the HSBC Group's business operations worldwide such as HSBC Commercial Services or shortened versions of its name such as HSBC or HSBC BANK.
- 1.5 The Bank may engage in all banking activities provided for by Law 3601/2007 "on carrying on of activities by credit institutions, capital adequacy of credit institutions and investment firms and other provisions", as in force, and shall provide all main or ancillary investment services provided for by Law 3606/2007 "on markets in financial instruments and other provisions", as in force. Bank operations and the provision of investment services shall be governed by the Code of Banking Ethics published by the Hellenic Bank Association and the Investment Firm Rules of Conduct, as in force from time to time.
- 1.6 The Customer acknowledges that amendments to the Terms may be made as a result of: decisions of the Administrative, Financial or Monetary Authorities of Greece or the EU; more wide-ranging changes in general banking methods; systemic and procedural changes in the Bank; changes in market conditions; being favourable to the Customer; attempting to provide a clearer wording of the Terms or improve the Bank's services; or, finally, decisions of the Bank itself. In any case, the Bank shall inform the Customer personally of the new terms resulting from the amendments. The Bank shall provide the Customer with a time frame of at least thirty (30) days within which the latter must accept the terms or not accept them and the effective date of the new terms shall be announced. The new terms may not come into effect prior to the lapse of the said time frame for acceptance or non-acceptance of the terms. The information / notifications to the Customer shall be provided by a relevant notice sent through the account statements or through a letter of the Bank and/or an announcement posted up at the Bank's branches and/or website and/or through an announcement in the mass media and/or another expedient medium and shall be binding on the Customer, unless the Customer objects to them in writing at a Bank branch within the time frame provided and before the new terms come into effect. If the Customer objects to the amendments, this may entail the termination of his business relationship with the Bank within said time frame, in which case the Customer will not be bound by the amendments.

1.7 The Customer hereby acknowledges that where there are amendments to terms of the Bank's framework contract for payment services and the Bank services' price list and/or interest rates and/or the cut-off times tables of the Bank and/or third parties and/or currency conversion cut-off tables, the notice or announcement shall be provided using the media cited under paragraph 1.6 above, two (2) months before they take effect and the Customer hereby declares that in case he does not object within the two months period, his non-objection amounts to acceptance of the new terms which embody such amendments. Therefore, where the Customer, as a payment service user provided to him by the Bank, does not submit objections on said amendments which were notified, within the time period of two (2) months and before they take effect, the Bank shall assume, and the Customer hereby acknowledges, that he has in fact expressly and unreservedly accepted those amendments. In any case, the Customer may object to said amendments in writing at a Bank branch within the time frame provided and before the new terms come into effect. Where the Customer does not accept the amendments, the time when his objection is stated shall also be considered as the time when he terminates the framework contract for payment services and shall entail the closing of his account(s) pursuant to the terms and conditions of the framework contract for payment services. The Customer accepts that the changes in the interest or exchange rates may be applied immediately and without notice since the changes are based on the reference interest or exchange rates agree on. The Customer is informed of any change in the interest rate at the earliest opportunity. However, changes in interest or exchange rates which are more favourable to the Customer may be applied without notice.

2. CUSTOMER – BANK RELATIONS

2.1 Business relations between the Customer and the Bank shall be based on mutual trust. The Bank shall place its organisational structure at the Customer's disposal for the purpose of executing various mandates and the Customer undertakes the obligation, at the start of the relationship and during such time as it remains current, to provide the Bank with the documents required by law and which in the Bank's view are necessary to verify its identity and particulars, either by submitting originals or attested copies of valid public documents (e.g. Identity Card or Passport) or documents specified in Decision No. 281/17.3.2009 of the Bank of Greece, as in force at the time, namely:

- The full and accurate particulars of the Customer (name/surname and father's name, ID card or passport No., issuing authority, date and place of birth) and a sample of his signature.
- His/her current home address and his phone number.
- His/her occupation and current work address;
- His/her Tax Registration Number

The Customer hereby accepts that the identification and verification of his particulars must be made prior to the entering into and in any case during the whole duration of the contractual relationship or/and prior to the performance of any transaction. In addition, the Customer hereby accepts that the Bank may request from the Customer additional data and documents (including information for the creation of a financial/business profile of the Customer) as well as that the usual or enhanced customer due diligence conducted by the Bank in relation to the Customer include any other expedient measure, including not entering into the transaction, refusing to provide services or engage in activities, or even termination of the Bank's business relationship with the Customer if the terms and conditions of identification and verification of the Customer's identity have not been satisfied.

The Customer hereby undertakes, throughout the duration of the Customer's contractual relationship with the Bank and/or before any transaction, the obligation to immediately communicate to the Bank by a written and duly signed notice any amendment of the aforementioned details and information and provide the corresponding document (in original or certified copy) for the identification and verification of the changed details as required by the above decision of the Bank of Greece. The Customer acknowledges that the mailing address provided to the Bank duly and in the way advised by the Bank in each case is considered his legal address to which every document shall be sent and the legal effects of each document will apply. The Customer acknowledges that the above also apply to its e-mail address which he has provided to the Bank, especially if he uses the alternative networks provided by the Bank from time to time. The Customer must inform the Bank of every change in his details and contact/ mailing details that occurs at any time by submitting a written statement to any Bank branch or by any other means which the Bank considers suitable and expedient. If the Customer changes his mailing address without informing the Bank in writing as he ought to throughout his business relationship, the Customer hereby acknowledges and accepts the Bank's actions and decisions affecting his account and which he had been made aware of and also acknowledges that the Bank is duly performing its obligations towards the Customer until the date on which the Bank is notified of the Customer's change of address. The same also applies if the Customer changes his e-mail address from the one he has provided to the Bank and/or fails or ceases to provide an e-mail address while being a user of the Bank's HSBC Internet Banking service. The Customer accepts that the Bank is duly performing all its obligations regarding the transaction updates or the issuing of statements, given that it is due to the Customer's default that the Bank does not send the documents to the correct e-mailing address or does not send an e-mail for the electronic version of any kind of notification on transactions and payments.

2.2 The Customer undertakes the obligation to inform the Bank with the particulars relating to international transactions (i.e. transactions settled in EURO or a foreign currency between residents of Greece and non-residents of Greece) for the purpose of providing statistics to the Bank of Greece to enable it to prepare Greece's Balance of Foreign Trade.

2.3 If the Customer is not acting on own account but on behalf of third parties, he is obliged to provide the Bank with

particulars on the identity of the persons on whose behalf he is acting.

- 2.4 The Customer shall bear liability for all losses incurred by the Bank arising from the fact that it, through no fault of its own, did not receive information on restrictions imposed on the ability of the Customer, his agent or a third party with whom the Bank had entered into transactions on instructions from the Customer, to validly enter into such transactions.
- 2.5 The Bank and all members of the HSBC Group shall be obliged to act in accordance with the laws and regulations which apply in various jurisdictions which seek to combat money laundering, terrorism financing and the provision of financial and other services to natural or legal persons on whom sanctions have been imposed. The Bank may take any steps, or give instructions to other members of the HSBC Group to take steps, which in its unfettered discretion it considers appropriate in line with said laws and regulations.

Such steps may include, but are not limited to: the investigation of payment instructions and other information or communications provided by / sent to the Customer or on his behalf, via Bank systems or using systems of another member of the HSBC Group. The Bank shall be entitled to conduct said investigations to ascertain if a name which may be related to a natural or legal person on whom sanctions have been imposed is in fact related to it.

The Bank and members of the HSBC Group shall not be liable for losses (whether direct or consequential) incurred as a result of:

- (i) delays or non-execution by the Bank or other member of the HSBC Group of obligations undertaken under the account opening terms and conditions or other obligations, attributable in whole or in part to activities which the Bank, at its unfettered discretion, considers appropriate for its compliance with said laws and regulations; or
- (ii) exercise by the Bank of the rights granted by this paragraph.

In certain cases the steps taken by the Bank may prevent or delay the processing of information. For that reason the Bank and members of the HSBC Group do not provide guarantees that the information on Bank systems relating to payment messages and communications which are the scope of activities undertaken under this paragraph, are accurate or updated at the time that access to them is sought, during such time as those actions last. Provided that the laws and regulations in effect so permit, the Bank shall make concerted endeavours to inform the Customer about the conditions referred to above, if that is reasonably feasible.

- 2.6 Customer monies which are received at any Bank branch shall be deposited in an account, with the Bank acting as a credit institution entitled to accept deposits or other repayable funds from the public, and not as a custodian or trustee. In light of this, the Client Money Rules of the Financial Services Authority (FSA) shall not apply to monies received by the Bank.
- 2.7 The Customer has already been informed of and consented when requesting any Bank service or product at any time and, in any case, under the present terms consents and grants his authorisation for the advertising and/or notification and/or sale of products and/or provision of services of the Bank by the Bank or by third parties or acting as processors of personal data collaborating with the Bank, for market research aimed at improving the Customer-Bank relations and/or the Bank's products and/or services, informing the Customer of unusual transactions carried out through the Bank's means of payment and for confirming that the Customer is aware of and approves of such transactions, for inviting the Customer to events organised by the Bank and/or to which the Bank participates and to inform the Customer of any overdue debts he has towards the bank for any reason, using the following communication media, the details of which have been provided to the Bank by the Customer as part of his business relationship with it, i.e. by directly calling landline or mobile phone numbers, sending e-mail messages to the latest e-mail address provided to the Bank, sending text messages (SMS) over mobile telephony, except where the Customer raises any objections regarding the type of communication by calling the HSBC Phone Banking service and/or in writing at any Bank branch or by sending an e-mail message or text message (SMS) stating his objection to a given type of communication through the method specified in the message in each case. If the Customer objects to the use of his e-mail address and/or mobile phone for text messages, such objection must be stated to the Bank either in writing or through the HSBC Phone Banking service and the Bank shall update its records accordingly, while the Customer hereby acknowledges and accepts that the provisions of the last paragraph of term 2.1 above shall apply.
- 2.8 The Bank shall be entitled to a reimbursement of expenses for products and services offered to the Customer, in accordance with its products and services price list applicable at time, which is available to the Customer in-branch, on the Bank's website, and via the HSBC Phone Banking and HSBC Internet Banking Service (by speaking with an agent and not through the Interactive Voice Response System) regarding the pricing of services provided. The non objection by the Customer to a remuneration or reimbursement of expenses and to amendments thereof within the time frame provided shall entail the Customer's unreserved acceptance of the relevant charges/expenses.

3. OPENING AND USING ACCOUNTS

- 3.1 When an account is opened and is in operation at the Bank following a Customer request, the Customer acknowledges that he has received a copy of the Terms and has been informed of the availability, accessibility and effect of the applicable service price lists, the deposits and loans interest rates, the cut-off times for Bank and third-party operations and the currency conversion cut-off times, which lists are available at the Bank's branches and/or official website and/or HSBC Phone Banking (by speaking with an agent and not through the Interactive Voice

Response System) and HSBC Internet Banking services regarding the pricing of the services provided. The Customer also states that he examined, understood and fully accepted all above in their entirety.

The Customer must inform the Bank in writing of the natural persons who may be authorised to use the account and of the extent of authorisation granted to each such person and to provide samples of their signatures. Authorisations granted to persons to enter into transactions with the Bank or to represent third parties, whether natural or legal persons, which have been notified to the Bank shall be deemed to be valid provided that no written notice has been submitted to the Bank's branches for their cancellation. Such notice in writing is also required even if the cancellation or change in representation is deduced from other official documentation.

The Customer's authorisation/consent for use of the account and for execution of his instructions by the Bank shall be provided in each case at Bank branches by showing an ID card or an equivalent document as appropriate and the Customer's signature, and by confirming the correctness and accuracy of the information and particulars in the payment instruction given by the Customer to the Bank in his capacity as a payment service user or by using the HSBC Phone Banking Service by talking directly to a bank agent or by connecting to the Interactive Voice Response System, or using the HSBC Internet Banking service or using Bank ATMs or the ATMs of associated banks by means of combined use of the relevant payment/identification instruments and the specific instruction in each case. The Customer acknowledges that it is a condition for transaction instructions being executed that there are adequate funds in the relevant account or that any overdraft limit which has been agreed is adequate. The Customer also acknowledges that in order to ascertain that there are adequate funds in the relevant account, the Bank shall take into account any previous instructions which have been executed but not yet debited from the Customer's account or which have been agreed to be executed.

- 3.2 Where a Customer has several accounts with the Bank in his name, irrespective of the currency in which they are maintained, those accounts shall constitute part of a single and indivisible account. The Bank may offset all its receivables stemming from all kinds of business relations with the Customer, without limitation, against any receivable of the Customer, even if this stems from money transfers or deposits in a different currency. The Customer hereby irrevocably authorises the Bank to debit any of his accounts, including joint accounts (irrespective of the currency) and to effect early termination of a time deposit and to convert any currency to euros based on the exchange rate applicable on the conversion date. In any case, this term does not prevent the Bank from exercising any other offsetting right. To this end, the Bank may perform any debit transfers between accounts with the amount of the Bank's receivable from the Customer and from any other joint holder of the account or the savings or offset receivables stemming from one account against opposite receivables from another account. In any case, the Customer acknowledges that the Bank will be entitled but not obliged to exercise any offsetting right in order to collect its receivables from the Customer or from anyone holding a joint account with the Customer.
- 3.3 All assets which the Bank has in its possession on behalf of the Customer shall constitute a guarantee that the Customer will discharge his actual or contingent obligations to the Bank. Where the Customer defaults, the Bank shall have a lien over the Customer's assets.
- 3.4 The Bank shall be entitled to refrain from discharging its obligations to the Customer if it has claims against the Customer which may be currently due, future or conditions claims or not relate to the business relationship from which its obligations to the Customer relate.
- 3.5 In accordance with Law 5638/1932 "on deposits in joint accounts", as in force, each of the beneficiaries of cash deposits in a joint account acknowledges and accepts that when a joint account is maintained with the Bank, each beneficiary may a) use/block/encumber all or part of the amount in the account without the involvement of the other beneficiaries, or b) close the account. Each of the beneficiaries shall be liable to the Bank in full for any debt deriving from the joint account. Each of the joint beneficiaries declares that where any of the other joint beneficiaries passes away, the monies deposited in the account and the account itself shall automatically devolve to the other surviving joint beneficiaries until the last of them passes away. In all other respects, the provisions of Law 5638/1932 shall apply. The Customer acknowledges that in the case of deposits in a joint account he undertakes the obligation to inform the other joint beneficiaries to each deposit and account of the existence of such deposits and also acknowledges that, if one or more of the joint beneficiaries declared by the Customer have not countersigned the deposit and account opening application form and/or the general terms and conditions for individuals, these beneficiaries will be considered by the Bank as its customers. However, the Bank has the right to refuse the performance of transactions with a joint beneficiary of the Customer if the full details of that joint beneficiary have not been disclosed and accompanied by evidence which the Bank deems to be sufficient or if that joint beneficiary has not countersigned the Terms, as in force at the time.
- 3.6 Except where required by law or by a court ruling, the savings and accounts cannot be conceded, transferred or collateralised to third parties other than the Bank and such an undue concession, transfer or collateralisation shall be invalid before the Bank unless the Bank has previously consented to it in writing.
- 3.7 The Customer hereby acknowledges and agrees that in case of overrunning which means a tacitly accepted overdraft whereby the Bank makes available to the Customer funds which exceed the current balance in the Customer's current account, the borrowing rate and reference rate applied are available to the Bank's price list in branches or/and the Bank's website and/or the HSBC Phone Banking service (by speaking with an agent and not through the Interactive Voice Response System). Furthermore, in the event of a significant overrunning exceeding a period of one (1) month, the Bank shall inform the Customer without delay, in writing or on another durable medium, a) of the overrunning; b) of the amount involved; c) of the borrowing rate; d) of any penalties, charges or interest on arrears

applicable.

4. CONTRACTUAL TERMS RELATING TO CHEQUES

- 4.1 The Bank hereby grants the Customer the option to dispose the funds in his account using cheques, unless the issuing of cheque books is, in the reasonable opinion of the Bank, not possible on objective grounds or grounds related to the Customer. Proof of receipt of the cheque book by the customer shall generate an irrefutable presumption that the Customer checked that it was complete in all respects.
- 4.2 Cheques shall be payable upon presentation. The same shall also apply for any post-dated cheques issued by the Customer. Where a Customer cheque is not paid, the Bank shall report this to the competent inter-bank authorities.
- 4.3 The Bank shall be obliged to pay cheques presented for payment at its branches to the last bearer of the cheque who is formally authenticated, only where the order of endorsements on the cheque is sequential and uninterrupted, the account on which it is drawn contains adequate funds, the actual cheque is of the kind issued by the Bank to the Customer or printed by the Customer with the Bank's consent, and where it contains the information required by law for it to be valid and there are no serious discrepancies between the signature of the issuer and the sample held on file by the Bank, and no written notice from the Customer that the cheque should not be paid has been received after the lawful deadline for presentation based on the date of issue as shown on the actual cheque. If payment of the cheque has been stopped by the Customer before the lawful deadline for presentation of the cheque has expired, the Bank shall not be obliged to refrain from paying the Customer's cheque.
- 4.4 The Bank's liability for payment of forged cheques shall be limited to juxtaposing the (outer) general image of the issuer's signature on the actual cheque with the sample held on file by the Bank, provided that there are no clearly identifiable deviations and that the signature gives the impression of being genuine.
- 4.5 Where there are not adequate funds in the Customer's account to pay the cheque, the Bank shall not be obliged to pay part of the sum it represents unless there are specific instructions from the Customer to that effect. Pursuant to Article 34 of Law 5960/1933 "on cheques", the Bank may, in the case of partial payment, request that reference to such payment be made on the actual cheque and that a payment receipt for such payment be issued.
- 4.6 The Bank shall be entitled to re-debit the Customer's account where cheques sent to it for collection or credited to the Customer's account where not paid when presented for payment, for any reason, or use of the proceeds of the cheque was limited by legislative, administrative or judicial measures, or due to insuperable barriers which made it impossible to present the cheque for payment or where the Bank is charged for any reason with the value of the cheque. Where the value of cheques is re-debited, the Bank shall be entitled to exercise all claims deriving from this commercial paper against all liable parties until settlement of the debt in full is achieved.
- 4.7 The Customer shall be obliged to be particularly diligent about how cheques delivered to him or printed out with the Bank's prior consent are used and kept, and shall be liable for any loss incurred by the Bank, or a third party from payment or non-payment of cheques which have been stolen, lost, forged or altered in circumstances falling within his sphere of influence or circumstances not falling within the Bank's sphere of influence.
- 4.8 Where banks use an electronic data exchange system to clear cheques (the Interbank Electronic Cheque Offsetting System or DHSSE) due to the Bank's inability to check whether the individual or corporate signature of the issuer is similar to the ones on record or binding, the Customer declares that he assumes the risk of authenticity of the issuer's signature, whether individual or corporate, and releases the Bank of all liability and in particular liability for all losses he incurs due to counterfeiting or incorrect particulars on the cheques, and also of all liability for checking the authenticity of the Customer's individual or corporate signature, and acknowledges that all payments made by the Bank are valid, effective and binding on him, and that by signing these Terms he expressly waives all claims in this regard against the Bank.

The Customer acknowledges and accepts the possibility that cheques may not be stopped given that due to the time at which they were presented to the Bank it is not possible for them to be stopped within the lawful presentation deadline, on grounds relating to the operating rules of the DHSSE system or the time required to send the actual cheque to be offset in the traditional manner, and the Bank is released from any liability in this regard.

- 4.9 Where the Bank pays cheques issued by the Customer drawn on an account which does not contain adequate funds, for any reason even due to negligence on its part, the Customer shall be obliged to immediately pay the Bank upon request the amount of such cheques plus interest from the date of payment and other charges, fines or surcharges specified by law or imposed by the Bank for the payment of such cheques.
- 4.10 Where the Customer issues a bounced cheque the cheque will be stamped by the Bank if the cheque holder so requests and the Bank will also inform the competent interbank and other authorities. The Bank shall also be entitled to close the Customer's account and to request the return to the remaining unused cheques in the cheque book which may be in his possession, and the Customer shall be obliged to return these. The Customer shall also be obliged to return any unused cheques and chequebooks after termination of his relationship with the Bank in any manner, and in cases where this is provided for by the legislation or monetary provisions or the supervisory authorities.
- 4.11 Where several cheques are presented or payment instructions are given for a specific date and the funds available in

the account are not adequate to pay all the cheques, the Bank shall perform the corresponding instructions in chronological order. The Customer shall be obliged to immediately notify the Bank using any means, and to further send written notice, about any cheques which were stolen or lost, and to submit the necessary official public or other documents which confirm that the theft or loss has been reported. Until such notice is received by the Bank, the Customer shall be exclusively liable, irrespective of amount, for any payment made or any cheques which were referred to drawer due to an insufficient account balance. This notice shall oblige the Bank to take greater care about the identity of the bearer, however it does not give the right to refuse payment to a bearer who is lawfully authenticated, unless that is required by a court prohibition under Article 781 of the Hellenic Code of Civil Procedure.

5. ELECTRONIC PAYMENTS AND BANKER'S DRAFT TERMS AND CONDITIONS

- 5.1 Electronic payments will be executed and banker's drafts requested by a Customer/originator will be paid in the currency of the country in which the payment is made, unless there are instructions from the Customer/originator to the contrary. The Bank's exchange rate, i.e. the price indicated on the Bank's online platform which applies for the purpose of converting currencies into Euro, shall be calculated on the minimum amount as specified and modified by the Bank in each case for each payment service channel, in which case the prevailing Bank exchange rate shall apply on the working day on which the instruction is received which is associated with and related to the Bank cut-off times, while for amounts above that minimum amount, the exchange rate shall be calculated after negotiations. The Customer states that he has been informed that the exchange rate is available to him prior to the payment instruction in a branch or through the HSBC Phone Banking service (through speaking with an agent and through the Interactive Voice Response System), the HSBC Internet Banking service and the Bank's website.
- 5.2 When executing a payment transaction within the European Union where both payment service providers, are or the one and only payment service provider (for both the payer and payee) is, in an EU Member State, the charges levied by the Bank as the Customer's payment service provider are paid by the Customer/originator as the payer and any expenses of the Bank as the Customer's payment service provider in his capacity as beneficiary are paid by the payee. This does not mean that the two charges ought to be equal, and no sum shall be withheld from the original payment amount. The payer's or payee's paying service provider and any bodies intermediating on their behalf (correspondent banks) shall be obliged to transfer the full amount of the payment transaction and not deduct any charges from it.
- 5.3 In the case of electronic payments made by the Bank in an exotic / odd currency, if the Bank is unable to precisely determine the exchange rate, the electronic payment shall be executed on the basis of an approximate interim exchange rate which shall be adjusted if the final exchange rate is determined. Any difference between the approximate interim exchange rate and the final one shall be debited or credited/paid (as appropriate) to the originator or the account of the Customer debited for the purpose of the electronic payment.
- 5.4 The Bank, correspondents or agents of the Bank shall bear no liability for any loss which may be incurred as a result of delay in presenting the instruction to the payee bank on grounds which are not within the Bank's sphere of control, or from omission on the part of the payee bank to verify the identity of the beneficiary or any other person, or if the payee bank cannot pay a draft because of any law, decree or regulation or a prohibition imposed by a public authority or de facto or de jure government domestically or internationally, or any public service, or on any ground due to war, censorship, embargo, revolution, uprising, civil war, or any other grounds not falling within the sphere of influence of the Bank, the correspondents or the agents of the Bank.
- 5.5 If the electronic payment or banker's draft is not paid by the payee bank, the amount shall be returned to the Customer/originator where the amount which the Customer had wired or the actual banker's draft is first returned to the Bank. In this case, any additional expenses incurred by correspondent banks and differences which arise from fluctuations in the exchange rate shall be paid by the Customer/originator. The Bank shall bear no liability for erroneous interpretation of Bank messages by another credit institution. Electronic payments shall be sent at the Customer's exclusive responsibility in terms of the instructions given to the Bank, and in the case of banker's drafts the Bank shall not be deemed liable for any errors or omissions of the postal services, if such draft is posted on the instructions of the Customer.
- 5.6 The Bank shall notify the Customer of the time at which operations for executing wire transfers or for issuing banker's drafts are terminated, with such notice being provided to the Customer before payment instructions are received, and shall be available in-branch, on the Bank's website and via the HSBC Phone Banking (by speaking with an agent and not through the Interactive Voice Response System) and HSBC Internet Banking services. Requests for a same-day value date shall depend on the currency and the cut-off time in the recipient country (this does not relate to SEPA payments). SEPA payments shall mean non-urgent transfers of credit in euros from a Customer account, credited to the payee's account, and shall be effected using the SEPA system. The value and execution date for SEPA payments shall be 2 working days after the date on which the payment instruction is received, based on the Bank's cut-off times and currency cut-off times.
- 5.7 In the case of electronic payments in Greece or in Member States of the European Union or the European Economic Area in Euro or in an EEA currency, the Customer shall be obliged to provide the Bank with the payee's International Bank Account Number (IBAN) and the Bank Identifier Code (BIC) for the payee bank and any other information which may be required by the Bank. The Customer/originator hereby acknowledges and agrees that where a payment instruction is executed based on his exclusive customer identifier, the instruction shall be presumed to have been properly executed in relation to payment instructions credited to the payee's account.

- 5.8 In the case of domestic and international fund transfers, the Bank is obliged by law to indicate the Customer/originator's bank account and/or his address and/or his ID. The Customer/originator hereby acknowledges and accepts that where completion of the transaction requires use of services from SWIFT (Society of Worldwide Interbank Financial Telecommunication) whose registered offices are in Belgium (website: www.swift.com), data relating to the transaction will be sent to it, which will then be sent to its back up file held in the USA for security reasons. The authorities of the USA (such as the Department of Finance) have access to that file which contains identical data from banks in all Member States of the EU, for the purpose of combating terrorism and money laundering activities.
- 5.9 The Customer/originator's instruction may be given online or in writing in-branch by filling out and signing the special form provided for this purpose by the Bank. The lack of one or more of the pieces of information required to execute a SEPA payment and/or the fact that the payee bank does not participate in the SEPA scheme shall entitle the Bank to reject the payment as a 'SEPA payment' and to handle it in a different manner (as a non-SEPA payment). The Customer shall be responsible for the correctness of the information provided which is required to execute payment transactions and the Bank shall not be liable for any delay or error resulting from incomplete, unclear or erroneous information or instructions. Where a SEPA payment is rejected or returned, the Bank must inform the Customer/originator about the reasons for such rejection/return by phone, fax or e-mail message to the Customer/originator's e-mail address.
- 5.10 Following a request by the Customer/originator for a specific payment transaction originated by the payer, the Bank shall provide specific information about the maximum execution deadline, the charges to be paid, and if appropriate, the breakdown of individual amounts comprising those charges. All information relating to execution of a SEPA payment shall be sent to the Customer/originator or remain available to him.
- 5.11 The Customer acknowledges that the transactions which fall within the definition of 'payment transactions' are governed by the terms of the Bank's framework contract for payment services, as in force at the time.

6. INTEREST, TAXES, EXPENSES, SURCHARGES

- 6.1 The Bank shall decide on how often interest shall be paid and the interest rate for credit interest paid on deposit accounts and the debit interest collected on all loans or overdraft accounts, unless otherwise agreed with the Customer.
- 6.2 The Bank shall be entitled to adjust interest rates and charges when money market conditions change, by promptly informing the Customer by giving two month's notice of the change, unless the interest rates or reference exchange rates already agreed with the Customer change, and unless the interest rates or exchange rates are favourable to the Customer, in which case they shall apply immediately. This information shall be available at the Bank's branches and website and through the HSBC Phone Banking and HSBC Internet Banking services. In all events, during that period (of two months) the Customer may raise objections in writing at any Bank branch and terminate the business relationship with the Bank in accordance with the aforementioned Terms and in particular terminate the Bank's framework contract for payment services.
- 6.3 Early withdrawals from time deposits are subject to the Bank's consent and to a fee. In the case of time deposits with a duration up to three (3) months, the early withdrawal cost shall not, under any circumstances, affect the capital initially invested. In cases of time deposits with a duration over three (3) months, their early withdrawal is permitted subject to terms and conditions set by the Bank. If there is no registered instruction on the maturity date of the time deposit, the Customer must communicate with the Bank in branch or through the HSBC Phone Banking service (by speaking with an agent and not through the Interactive Voice Response System) or HSBC Internet Banking service prior to the maturity date of the time deposit in order to proceed with further instructions, otherwise the amount due shall be credited to the account specified by the Customer. The Customer acknowledges and accepts that the Customer's notification of the renewal of time deposits which are renewed based on a fixed renewal order given to the Bank by the Customer will be provided cumulatively at least once per month in writing at the Bank's branches or through the HSBC Phone Banking service, as well as whenever requested by the Customer and, in any case, on a quarterly basis. Each time deposit renewal will be effected at the interest rate applicable at the time of renewal according to the relevant table which is available from the Bank's branches and website and through the HSBC Phone Banking and HSBC Internet Banking services.
- 6.4 The Bank shall withhold the relevant taxes on deposit interest and pay such amounts to the State. In addition to the above, all taxes such as VAT, stamp duty, the Law 128/1975 levy and so on, as in force from time to time, and payable on deposit or loan accounts and on all manner of banking transactions shall be paid by the Customer and shall be debited to his account or payment shall be required in cash, even if the account has closed. The Customer hereby acknowledges that the Bank may charge the Customer with custody fees for purchased bonds of the Greek state or other titles which the Customer has requested to purchase and which (fees) are available from the Bank's branches and/or website and/or through the HSBC Phone Banking (by speaking with an agent and not through the Interactive Voice Response System) and/or HSBC Internet Banking services.
- 6.5 The Bank shall bear no liability to the Customer for amounts deposited in his account not being available or having reduced, in light of mandatory or other deposits to the Bank of Greece which are due to convertibility restrictions or other grounds which are specified by the Bank of Greece or the Greek government, or any other authority, relating to

the non-return or conversion of monies which have been deposited.

7. ANNOUNCEMENTS / COMMUNICATION / NOTIFICATIONS ON TRANSACTIONS AND PAYMENT INSTRUCTIONS

7.1 The Customer shall be obliged to use his account and to request oral or written notices on the state of the account at least once a year. Where that is not the case, the account shall be deemed to be inactive and shall be monitored under special procedures. Under the legislation currently in force, the balances of deposit accounts for which there are no transactions for a period of 20 years devolve to the State. Also, following a period specified by the Bank in each case and after the Customer has been informed, the Bank may close the account which is inactive or has a zero balance or a balance under the limit announced by the Bank from time to time and may pay its amounts due from the account by keeping that balance in a temporary interest-free account, except where the Customer also has another account with the Bank, in which case the Bank may credit that other account with any balance.

7.2 Notices of transactions and all of Bank letters shall be deemed to be valid if sent by mail to the last mailing address provided by the Customer to the Bank. The Customer undertakes the obligation to notify the Bank of the exact and full mailing address and of his e-mail address and to notify the Bank in writing of every change in these details. The Customer acknowledges that, until such change in his details and mailing and e-mailing address is communicated, the Bank shall be deemed to duly send all communications and information on the Customer's transactions to the latest address provided to the Bank.

The Customer acknowledges that he must immediately notify the Bank of any change in his e-mail address, otherwise the Bank shall not be held responsible for any loss incurred by the Customer due to the late notification of the Bank regarding such change. The Customer acknowledges that the Bank will invoke the copy of each relevant document held in its records as proof of having sent that document to the Customer.

7.3 The Bank shall inform the Customer of the overall activity in his account and of the payments through any channel of the Bank's payments services (branches, ATMs, HSBC Phone Banking and HSBC Internet Banking) on cash deposits and/or withdrawals, fees charged for the use of a credit and/or debit card linked to a Customer's account, payment instruction and so on, as follows:

a) in hard copy, without cost, quarterly and after the end of each calendar quarter, more specifically every March, June, September and December of each year to the latest mailing address provided to the Bank, unless the Customer has subscribed to the Bank's Internet Banking services in which case he will be informed electronically as described below under point b). In any case the Customer is entitled to request in writing, a change in the time he is informed.

b) electronically (e-statements), without cost, quarterly and after the end of each calendar quarter, more specifically every March, June, September and December of each year, applied to the Internet Banking service Customers, to the internet site of this service by receiving a secure e-message upon accessing the above internet site. In any case the Customer is entitled to request in writing, a change in the time he is informed.

Additionally, the Customer will be informed on a monthly basis while accessing the internet site of the above service, from the file named "account history" in form of an electronic folder not subject to alterations, by receiving a monthly informative e-mail in his latest registered e-mail address

c) in writing using extracts or copies of the account's activity, issued at least every calendar month and also at any time in any of the branches or through the Phone Banking service. In case of more frequent information, the Customer acknowledges that the Bank has the right to charge accordingly as indicated in the Bank's pricing table available in the branches and the Bank's web-site, as well as through the Phone Banking and Internet Banking services

d) in relation to executed SEPA direct charges, as well as non executed SEPA direct charges –in cases of insufficient balance for their execution- by sending advices to the latest registered address or electronically for Internet Banking users by sending e-advices in the internet site of the above service, with previous receipt of an informative e-mail for the issuance of the e-advice in the latest registered e-mail address

e) where a passbook has been provided for that particular type of account, by updating the passbook at any Bank branch and additionally as described in all above cases.

f) for payments through credit cards, in writing on a monthly basis, sent to the Customer's latest registered address

g) for electronic payments through credit cards, on a monthly basis for Internet Banking subscribers with previous receipt of an informative e-mail for the issuance of the e-statement in the latest registered e-mail address of the card holder in order for him to access the internet site and acquire the respective information

h) for loans relevant information are provided monthly in writing or electronically

Taking account of the informational purpose of each message (e-mail or secure message) sent to his latest registered e-mail address and of the fact that the copies of the account statement are uploaded to the HSBC Internet Banking website on a quarterly basis or, in the case of credit cards, on a monthly basis or, in the case of direct debit transactions as mentioned above and for other transactions, in the intervals specific to each case, and also that the

transaction history is accessible through said service on a daily basis after each transaction is carried out, if the Customer does not receive a message within 30 days of receiving the previous information message (e-mail), he must inform the Bank in writing and visit the HSBC Internet Banking website, where he can access the relevant information after entering his passwords;

If the Customer alters his e-mail address and/or he does not provide the Bank with an e-mail address throughout the duration of the relationship with the Bank, the Customer acknowledges and accepts the Bank's actions and decisions that burden his account and of which he was informed and that the Bank duly fulfils all obligations to inform him and issue account statements, given that it is due to his fault that the Bank does not mail or e-mail all information on the account activity.

- 7.4 The Customer has already agreed and accepted in his application form – and, in any case, through these Terms – that if the Customer (or a holder of a joint account with him) has subscribed to the HSBC Internet Banking service for any of his accounts, the information on transactions and payments of all the accounts he has at the Bank in which he is the holder or joint holder (and which are not linked to a credit card issued by the Bank) will be received electronically only by the Customer who is the subscriber to said service (e-statements), either by an automatic process chosen at the Bank's discretion or as chosen by the Customer/subscriber in each case (where this service is provided by the Bank), in which case the transactions and payments information will no longer be sent in hard copy to the mailing address that had been provided to the Bank.

This e-statement shall be available using the Statements/Advices function through the "Account Statement" option. In every such case, each Customer who is subscribed to HSBC Internet Banking undertakes the obligation to inform the other joint beneficiaries of each account regarding the status / choice of transaction and payment information method. In each case, each joint holder of one or more accounts may select the transaction and payments information method again by sending a written instruction to the Bank. The choice made by each joint account holder regarding the way in which he will be receiving account statements will apply to all the accounts of that person and not just to some accounts. Where the paper statements option is selected, these paper statements will be sent to the mailing address already provided to the Bank, pursuant to the provisions of paragraph 7.3 of these Terms. In his capacity as the holder of a personal account or as the joint holder of a joint account, the Customer hereby acknowledges and accepts that the Bank will execute the latest choice it will receive before issuing the statements and at least one (1) working day before such issuing.

The credit card e-statements service shall be available using the Statements/Advices function available via the "Credit Card Statement Issuing" option. For this reason and for receiving account e-statements, the Customer promises to undertake the obligation to regularly update his e-mail address under the "Services" section, using the "Update Personal Details" option.

Upon his request, the Customer has the right to receive account statements more frequently or in a different way than provided above or to request the provision of additional information. In these cases, the Customer accepts that the Bank may impose charges according to the Bank's services and products price list applicable at the time.

If the Customer does not challenge in writing the accuracy of his transaction data promptly without prejudice of the agreed upon in the framework contract for the Bank's payment services, he shall be deemed to have accepted them and to have acknowledged them as absolutely accurate and valid, however without prejudice to the provisions of the Bank's framework contract for payment services.

- 7.5 On the printed and electronic account statements there are important notes with the following content:
- No breakdown is provided for loans, with the exception of mortgages and consumer loans and letters of guarantee.
 - The euro equivalent of the accounts in foreign currency is calculated using the exchange rate as at the issuance date of this statement.
 - The indicative values shown for certain products were calculated on the issuance date of this statement, are for information purposes only, and do not apply to transactions.
 - Mutual funds have no guaranteed return and past returns do not guarantee future ones. Note: (*) = Titles to be issued.
 - M. I. = Term Deposit Maturity Instruction 0 – There is no maturity instruction on record, so please either visit your branch or use the HSBC Phone Banking or HSBC Internet Banking service prior to maturity for further instructions; otherwise, its proceeds shall be credited to the amount you have specified. 1 - Automatic Renewal of capital and interest; 2 - Automatic Renewal of capital and withdrawal of interest; 3- Withdrawal of capital and interest.
- 7.6 Any objections or counterevidence from the Customer about statements or extracts from statements or securities statements can be submitted to the Bank's Internal Auditing Department (109-111 Mesogion Avenue, Athens 11526) without delay in writing. Objections to payments as defined in the Bank's framework contract for payment services, as in force at the time, and objections relating to transaction confirmations or notices must be submitted to the Bank's branches promptly in writing without prejudice of the agreed upon in the framework contract of the Bank's payment services. The Customer hereby acknowledges and accepts that the extracts of his statements contained kept in the Bank's records constitute proof in full of his transactions and account activity; however rebuttal of such evidence is always permitted within the deadlines and conditions for payments according to the Bank's framework contract for payment services.

- 7.7 The Bank shall not undertake to hold the Customer's mail unless an express instruction is given to the Bank in writing to that effect. The Bank may impose 'hold mail' charges for this service.
- 7.8 Customer instructions to the Bank must be provided in writing but in urgent cases they may, at the Bank's discretion, be given by phone but must be confirmed in writing during the same working day, otherwise the Bank may refuse their execution. In order to comply with the code of conduct and avoid misunderstandings, the Bank may record telephone conversations and have a recording system in place for such conversations. Recordings made by the Bank shall be and shall remain the exclusive property of the Bank and shall be accepted by the Customer as the exclusive evidence of his instructions, orders or conversations which were recorded. The Bank may provide copies or extracts of such recordings to any court, arbitral or regulatory authority.
- 7.9. Instructions from the Customer sent to the Bank by fax are sent solely at the Customer's risk. In all events, the Customer must promptly submit the relevant original document. Where it has acted in good faith and followed instructions given by fax, the Bank shall bear no liability for any loss which may be incurred by the Customer in any way and shall be entitled to the compensation provided under these Terms for all losses or expenses incurred due to the execution of said instructions. The Customer acknowledges and accepts that the Bank is entitled to execute the transmitted via fax orders/instructions whilst the Bank may not proceed with the execution at its discretion. Moreover, since the Customer acknowledges that faxes are not a secure means of communication, he expressly and unreservedly states that the Bank shall not be liable for any delay in receipt of faxes from the Customer or erroneous dispatch of any information and/or document which he requests be sent to him using that medium. The Bank shall not be obliged to question or conduct investigations into the validity of instructions.

8. CASH WITHDRAWALS, DEPOSITS/PLACEMENTS, COLLECTIONS AND PAYMENTS TO/FROM ACCOUNTS

- 8.1 During such time as the Customer and Bank are in a contractual relationship, the Bank shall be irrevocably authorised to receive monies or undertake to collect bills on behalf of the Customer. The Customer's authorisation/consent is granted as appropriate depending on the Bank's payment service channel and with the corresponding means of identification under the terms and conditions in Term 2.1 above. Cash placements and withdrawals to/from the Customer's account shall be made in-branch or at the points of sale with the Customer being present in person or using Bank ATMs or the ATMs of any collaborating banks using a debit or credit card issued by the Bank, while the account in each case will shall be credited or debit according to the terms and conditions of the specific banking agreements and the framework contract for payment services. Where cash is deposited in the Customer's account at a Bank branch, the Customer's account shall be credited and the monies shall be immediately available to the Customer with a same-day value date.
- 8.2 Commercial paper, such as cheques, will be accepted conditionally, until the amount is definitively received by the Bank. If a commercial paper is returned unpaid, the Bank shall be entitled to debit the relevant amount from the Customer's account with a retrospective value date plus miscellaneous expenses which were incurred such as correspondent bank charges, telegraph / phone charges, stamp duty, etc. In this case any losses due to the fluctuation of agreed exchange rates shall be borne by the Customer.
- 8.3 Monies shall be withdrawn from the Customer's account depending on the type of account, using either a withdrawal slip filled out by the Customer or his proxy, or cheques or written orders with clear instructions for the transfer or payment of monies to third parties or crediting monies to one of the Customer's other accounts, or in accordance with Terms 7.8, 7.9 and Part IV of these Terms. The Bank may accept instructions from the Customer to make payments in a currency different from the currency in which the account is maintained if the account currency is freely convertible. In this case, the Bank shall debit the amount corresponding to the amount in the instruction at the exchange rate set by the Bank from the account, and shall notify this to the Customer in-branch, using the Bank's website, the HSBC Phone Banking service or the HSBC Internet Banking service before and while the payment is executed. The Customer hereby authorises the Bank to separately debit the account indicated or any account with the dispatch charges, stamp duty or other related costs, or alternatively those charges shall be paid by the Customer. Where the Customer overdraws his account without having arranged an overdraft facility, he acknowledges that it shall be debited at the overdraft interest rate as set from time to time in the Bank's price list.
- 8.4 If monies have been credited not based on instructions from the Customer but as a result of error or mistake on the part of the Bank's employees or on any other grounds, the Bank shall be entitled to unilaterally reverse those credits. Where a debit balance results, it shall be deemed to be an amount which was wrongly paid by the Bank and the Customer shall be obliged to return that amount with interest.
- 8.5 Money deliveries (including the handling of commercial paper) on instructions from the Customer shall be handled by companies specialised in that field at the Customer's expense and responsibility, unless there is a special agreement to the contrary on this matter.
- 8.6 The Customer acknowledges that for payment actions related to payment accounts, the terms and conditions of the Bank's framework contract for payment services will also apply and be enforced.

9. EXTENSION OF CREDIT – PAYMENT AND COLLECTION INSTRUCTIONS

- 9.1 The Bank shall be deemed to have validly discharged the obligation undertaken to execute instructions to extend

credit, letters of credit or other payment instructions where it pays the relevant amount to the person whom it considers to be the beneficiary, having checked the ID particulars presented to the Bank.

- 9.2 The Bank's liability for delays, errors or negligence in executing payment instructions or providing notices about such, as a result of which the Customer incurred losses, shall be limited solely to restitution of lost interest. The Bank shall not, under any circumstances, be liable to make restitution for losses which arose from a change in the value of foreign exchange or the exchange rate of the currency in which the payment was made, and the Bank likewise shall have no general liability to make restitution for direct losses, including lost profits, on this ground.
- 9.3 The Bank may, at its discretion, use third parties, whether natural or legal persons, to execute any transaction. The Bank shall not be liable for the acts of third parties if those third parties were used in accordance with the Customer's instructions or if the scope or place at which the transaction took place required that third parties be used in order for it to be executed. In all other cases, the Bank's liability shall be subject to the provisions of Article 716 of the Hellenic Civil Code.
- 9.4 In order to execute collection instructions the Bank shall select persons to whom the task of collecting shall be assigned. However, the Bank shall not be liable for the insolvency, bankruptcy, omission or default of the person who was selected in accordance with the above for the task of collection or any third party used by him.
- 9.5 It remains at the Bank's discretion to determine how monies and commercial papers will be dispatched, unless there is a special agreement to the contrary. The Customer shall bear the risk and cost of such dispatch in all events.
- 9.6 The Customer shall be obliged to release the Bank of all obligations which it undertook when acting on his behalf or on his instructions. If that is not possible, the Customer shall be obliged to provide security for those obligations.
- 9.7 The Bank shall not be liable for any loss or delay in any bill of exchange or other document during transport or when such documents are in the possession of third parties.
- 9.8 Documentary credit shall be governed by the International Chamber of Commerce's Uniform Customs and Practices, UCP600 (500) or ISP 98 and collection shall be subject to the same rules (UCP522).

10. BILLS OF EXCHANGE AND NOTES

- 10.1 Where there is no agreement to the contrary, the Bank shall not be obliged to send protests in the case of non-payment.
- 10.2 If, before payment is made, the Bank applies a credit to the account corresponding to the value of the bills of exchange and notes sent to it for collection, that credit shall be deemed to be subject to payment and in all events the Bank shall have a right of recourse.
- 10.3 The Bank shall be entitled to re-debit this amount from the Customer with interest in cases where the bills of exchange and notes sent to it for collection, or which were discounted by it, were not paid upon presentation for any reason, the unfettered use of the proceeds of bills of exchange or notes was limited by law or administrative or judicial measures, these securities cannot be presented because they have been lost or where there are other insuperable barriers, a moratorium has been imposed on the country or region of payment, or the Bank is charged with the value of the bills of exchange and notes which have forged signatures or have been altered.
- 10.4 The Bank shall bear no liability for the authenticity of the signature of the recipient of the bill of exchange or for the standing or identity of the signatory when it seeks to accept bills of exchange on instructions from the Customer.

11. PRIVACY STATEMENT - CONFIDENTIALITY - PROTECTION OF PERSONAL DATA – CUSTOMER CONSENT

The HSBC Group, the Bank's staff and third parties who have authorised access to Customer data shall be specifically subject to a duty of confidentiality and in order to safeguard the confidentiality of all data provided by the Customer the Bank shall apply the following confidentiality principles:

- 11.1 The Bank only collects data which it considers is required to understand the Customer's financial needs and to engage in its business dealings.
- 11.2 The Bank only uses the Customer's data to provide him with the best services and products. Upon signing each application form and/or making use of / accepting the services and products provided by the Bank and, in any case, under these Terms the Customer accepts, acknowledges and expressly consents that the Bank may use the Customer's personal data, including his landline and mobile phone numbers (including text messaging) or e-mail address provided by the Customer in order for the Bank as part of any business relationship he has with the Bank, for the processing purposes laid out in term 2.7 of Part of the Terms and in term 11.5 of this Part below.
- 11.3 The Customer states that he has been made aware and expressly and unreservedly consents to the Bank transferring his data for processing within the meaning of Law 2472/1997 as in force to other companies in the HSBC Group and to associate with them companies, whether inside the European Union or not, or its agents or interbank transaction system providers or other banks whose network of ATMs it uses, provided such bodies are notified to the

Customer, while adhering to the requirements of the relevant laws. The Customer hereby authorises the Bank to contact other banks, insurance companies or inter-bank files which they have indicated they collaborate with, in the context of verifying their particulars and checking the creditworthiness of the Customer.

- 11.4 The Customer states and acknowledges that he has been made fully aware by the Bank that his personal data (hereinafter the 'Personal Data') are necessary in order to support, perform, protect and promote every business relationship he has with the Bank and may differ depending on the type of such relationship. The Customer acknowledges that the Personal Data were collected after he was informed about such collection and, as the case may be, with his held and consent pursuant to the relevant legislation. The Personal Data which are kept on a file (electronic or otherwise) and are processed by the Bank are the data and information included in the application form completed for a Bank product or service, as such data are reasonably requested by the Bank for the provision of the service or product or at a later time and the Customer's financial and business behaviour data and the information on the activity of his accounts, which include the progress of the business relationship, such as the termination and generally the funding of the accounts from other credit institutions which are and can be registered with the interbank financial conduct records (Default Financial Obligations System) of TIRESIAS SA, as well as any data which the Bank becomes aware of or will lawfully become aware of in the future in the course of the Bank's business relationship with the Customer. The Customer acknowledges that when completing an application form for a loan or for credit, he is able to consent or object to the transfer of, access to and extraction of data from the interbank loan accumulation records (Credit Consolidation System) of TIRESIAS SA, which are or will be kept at the Bank or at the other credit institutions where data are recorded regarding unpaid loan balances (overdue or not) and/or credit balances and in the revocations file which lists the persons who have stated that they do not consent to the transmission of the data included in the Credit / Risks Consolidation System of TIRESIAS SA to the credit institutions.

The Customer also states that he has been informed about and expressly and unreservedly consents to the collection and processing of his personal data and expressly consents to the transmission, for collection and processing purposes in the sense used in Law 2472/1997, as in force, of the personal data contained in any application, and any data arising from debit balances in his current account, as well as data on loan, credit or credit card data which include the progress of the business relationship, such as the termination thereof, granted by a credit institution in the country, in an inter-bank financial conduct data file for credit protection and the rationalisation of transactions. The recipients of such data shall only include credit and financial institutions. The data controller is company TIRESIAS S.A., 2 Alamanas St., Marousi GR-15125, customer call line +30210-3676700, Fax: +30210-3676750, open to the public from 08:00 to 14:00 hours or as specified by Tiresias S.A., as well as Greek and foreign interbank transaction systems or databases aimed at the execution of transactions through interbank systems.

- 11.5 Also, the Customer has been made aware of and expressly and unreservedly consents to the processing of his personal data for the following purposes: (a) assessing a relevant request, service, support and monitor contractual relations generated by signing the Terms, individual banking contracts and the framework contract of payment services, as these are in force at the time; (b) defending the interests of data controllers and performing their obligations; (c) preventing and suppressing illegal acts; (d) recording and filing all the instructions sent by the Customer over the telephone for transaction protection purposes. The recipients of the data are or shall be: (i) the Bank and/or third parties for the purpose of supporting the implementation of these Terms and any other individual banking contracts and the framework contract for payment services, as these are in force at the time; and (ii) third parties such as debt collection companies, lawyers, notaries and court process servers, etc., as part of their duties, to achieve out-of-court or judicial collection of the receivables owed to controllers or other similar activity. The Personal Data processing will continue after the end of the business relationship as part of which the data were provided and for as long as required by the relevant legislation. The Customer has the right to know whether the Personal Data that relate to him are being or have been processed (right to access pursuant to article 12 of Law 2472/1997, as in force) and to raise any objections to the processing of the data that relate to him (right to object pursuant to article 13 of Law 2472/1997, as in force). He also has the right to grant his permission/consent to TIRESIAS SA for the transmission of the data held in the interbank Credit Consolidation System to third parties, to not grant his permission to TIRESIAS SA for the transmission of the data held in the interbank Credit Consolidation System to third parties (which right can be exercised by a request submitted either to TIRESIAS SA or to the Bank which will forward it to TIRESIAS SA and which request will be recorded in the aforementioned file), to revoke the request for non-transmission of the Credit Consolidation System data to third parties (which right can be exercised by a request submitted either to TIRESIAS SA or to the Bank which will forward it to TIRESIAS SA and which request will be recorded in the aforementioned file), to grant his consent to the Bank accessing the Credit Consolidation System data held by TIRESIAS SA by a note placed on the loan application form, to refuse the Bank access to the Credit Consolidation System data held by TIRESIAS SA by a note placed on the loan application form, to revoke the refusal of the Bank's access to the Credit Consolidation System data held by TIRESIAS SA and to consent to the extraction of data by the bank from the revocations file of TIRESIAS SA or revoke his consent by a request to TIRESIAS SA. In order to exercise the above rights, the Customer may contact Bank branch or contact TIRESIAS SA directly, if the right relates to TIRESIAS SA.
- 11.6 The Customer undertakes to hold all information received in relation to these Terms confidential and not to disclose any information to a third party unless that is permitted by these Terms or is required or permitted by the law or the applicable regulations.
- 11.7 The Bank and the HSBC Group in general may be obliged in certain cases to disclose the Customer's data to governmental or judicial authorities or the supervisory authority but only where those authorities are acting lawfully.
- 11.8 The Bank shall ensure that Customer data are regularly updated, especially after the Customer has notified any change in his particulars, the Customer being obliged to provide such notification in the context of and throughout the General Terms and Conditions for Individuals (September 2011 version)

duration of his business relationship with the Bank.

- 11.9 The Bank has strict security systems in place designed to prevent unauthorised access to the data of the Customer or any third party, including its unauthorised staff.
- 11.10 The HSBC Group, Bank staff and third parties who have authorised access to the Customer's data shall be under a special duty of confidentiality. Since it is bound by these principles, the Bank confirms that it will respect the innate trust which the Customer has placed in it.

12. INTERNET USE

The Bank may provide the Customer with information, advice, recommendations and studies using the internet, especially via its branches in Athens or London (hereinafter referred as the 'Websites'). For the provision of the electronic banking transactions service (Internet Banking) through the use of the technology and infrastructure of the internet, a separate contract for the provision and use of said service (hereinafter the 'Service') will be signed and electronically accepted, in which the services in each case and the terms and conditions for the provision and use of said service will be laid out and that contract will form an indispensable part of these Terms and of the framework contract for payment services, as in force at the time.

It is agreed that the Customer may not register for this service and/or place instructions via this service without having accepted the terms and conditions in the service agreement, and at the same time he must also accept the general terms and conditions for individuals and the framework contract for payment services, as in force. It is agreed that in order for the Customer to register for this service he must use his Personal Identification Number for the HSBC Phone Banking service along with his Personal Banking Number (PBN) or any other means or method which is notified to him by the Bank. The Customer hereby accepts the terms, conditions and consequences of himself or a person jointly holding an account with him becoming a subscriber to the Bank's electronic banking transactions service.

When the Customer carries out a transaction through the Service, he will initially receive confirmation at the Service's website and/or in the electronic account statement and/or the electronic credit card statement as the case may be. The Bank shall inform the Customer by sending him a message within the secure interface of said service (secure e-message) as well as an e-mail message at the e-mail address last provided to the Bank by the Customer. In order to read, store or print the account statement in PDF format, the Customer will need the Acrobat © Reader application (version 6.0 or later). If the Customer does not have this software, the Bank will provide a secure link at its website in order for the Customer to download the software free of charge. If the Customer has chosen to receive information in hard copy, the option for the issuing of e-statement will be automatically deactivated.

The Customer hereby acknowledges and by using the internet consents that any communication with the Customer via the internet may entail the sending and receipt of preferential, confidential or secret data and/or information which relate to him and such dispatch and/or update in such data shall not be used or disclosed save for the purpose for which it was dispatched. Where the Customer does not consent to receiving e-mail messages over the internet which are not related to the service, the Customer must promptly inform the Bank of this in the way specified by the Bank. Any contracts on the Bank's behalf will only be concluded where the Bank has placed an authorised signature and not via e-mail messages. No employee or officer of the Bank is entitled to conclude contracts which entail the Bank undertaking obligations to any counterparty by email without the express written confirmation of the Bank's authorised representative. The Customer acknowledges and the Bank states that the Bank will never ask for the Customer's passwords by e-mail. The Customer is also advised to access the Bank's website directly, not by connecting through other webpages or from the address presented as the Bank's address in any e-mail messages he may have received, and in particular not to record his personal passwords in e-mail messages. In all events where the Customer knows or suspects that his passwords have been lost or stolen or are being used or that an attempt has been made to use them by a third party, he must inform the Bank immediately in writing or through the HSBC Phone Banking service by speaking with a Bank agent and not through the IVR system. The Bank shall inform the Customer that viruses may also be sent to computers by email. Sending emails cannot be guaranteed as a safe or error-free method since the information may be tampered with, lost, destroyed, delayed, sent incomplete or may contain viruses.

The Bank shall take every reasonable precaution and shall be diligent in ensuring that its emails do not contain viruses. Neither the Bank nor the email sender undertake any liability for any viruses which may be sent by email and any file attachments or for any loss or damage which may occur from use of emails or attachments, and the Bank advises the Customer before using such services to pass any emails or attachments via anti-virus software. The Customer acknowledges that the internet is not a safe means of communication for sensitive and confidential information and undertakes the risk of any disclosure of personal data by other non-authorised persons. The Bank has taken every possible measure in its business practice to protect the software system used in transactions carried out through the Service from any viruses and is not responsible in the case of any damage to the Customer's application or files due to viruses. The Bank cannot guarantee the absence of viruses and is not responsible if any viruses cause any loss of equipment, software, files or any other loss to Customer. The Bank has taken all the necessary measures for a high level of system, data and transaction security and protection, as required by business practices. However, the Bank is not responsible if, despite the above due diligence, the confidentiality of Customer information is breached. The Bank shall not be liable for any delay in the Customer receiving any information from its websites and the Customer alone shall be responsible for any use of that information.

The Customer will be given access to certain Bank webpages, provided that a corresponding password has been issued for the Customer.

The Customer declares and acknowledges that instructions and/or data which the Bank may have sent to him by email may not be safe or error-free since it is possible and likely that data has been corrupted, lost, delayed or affected by viruses and the Customer declares and acknowledges that the Bank shall not be liable for any such corruption, loss, delay and/or infection with viruses or any errors or omissions in instruction and/or data which have been sent using said medium.

13. FORCE MAJEURE

The Customer acknowledges and accepts that the Bank shall not have infringed its obligations and shall not be liable for losses which may be incurred from total or partial inability on its part to discharge its obligations and/or duties due to force majeure. Reasons of force majeure are defined as conditions which are against the Bank's will, unusual and unforeseeable, the consequences of which would have been unavoidable despite all efforts to the contrary by the Bank, such as acts of god, fires, governmental or state actions, war, civil war, embargoes, inability to contact third parties for any reason, system / computer / clearing/settlement system failure, inability/delay in sending messages via any medium, prevention or obstruction in provisioning or other supply, any kind of labour disputes, delayed or erroneous payment by an agent due to strikes by its employees or actions of Greek or foreign authorities or any other delay, omission or inability to perform any obligation due to any law, order or other act or threat of act of any authority (de jure or de facto) or any other cause (whether similar to the above or not) beyond the Bank's control or beyond the control of the Bank's agents or subcontractors.

14. COMPENSATION

The Customer agrees to compensate the Bank and its agents upon request and to indemnify the Bank fully and effectively against any persons, acts, actions, claims, obligations, losses, penalties, decisions, costs, expenses and payments of any kind or nature which may be imposed or arising for the Bank as a direct or indirect result of the Customer's non-compliance with the Terms and with the framework contract for payment services, as in force at the time, unless the Bank has acted fraudulently or with gross negligence. References to the term 'the Bank' shall also include references to any advisor or employee of the Bank.

15. TERMINATION OF BUSINESS RELATIONSHIP

Without prejudice to the terms and conditions on the termination and expiry of the framework contract for payment services, the Customer and the Bank shall be entitled to terminate their business relationship at their discretion, by means of a unilateral statement sent to the other party. The Bank shall be entitled to terminate the business relationship and to inform the Customer in writing whenever there is a serious ground and in particular if it ascertains that any information/statement/guarantee provided by the Customer concerning his identity and/or financial situation is or has become untrue or inaccurate in any way, when there are any losses or any risk of losses of the Customer's funds or any infringement of the Terms, or breach or failure of the Customer to perform any of his/her obligations towards the Bank under any other contract or breach of any other obligation of the Customer towards third parties from any cause or failure to comply with the legislation or there are indications for the commission of an offence with regard to his account or the Customer has not performed his obligations regarding the procedures to prevent money laundering or due to reasons related to the transactions' safety and the Customer must pay every receivable of the bank stemming from any business relationship. In all other cases, the Bank may close any account without a serious ground, and terminate the business relationship provided that the Customer has been given two months notice. The Customer may terminate the business relationship and close his account at any time by giving at least one month's written notice to the Bank and the account shall be closed according to the above, unless the account has been blocked in the Bank's favour or for a third party or there are other grounds which impede the operation of the account and therefore the account cannot be closed. In all events, until the month elapses the Customer shall continue to be contractually obliged vis-à-vis the Bank to discharge all obligations relating to the account. Once the account is closed, the Customer must return every card, all the unused cheques and the cheque books. Any debits shall be applied up until the date on which the account closes.

16. ASSIGNMENT OF RIGHTS

The Bank alone shall be entitled to assign other credit or financial institutions in general its claims and rights deriving from this contract without the Customer's prior consent, but the Bank shall notify the Customer in writing of any such assignment, unless the Bank, in agreement with the assignee, continues to manage the Customer's relationships.

17. APPLICABLE LAW - JURISDICTION – OUT-OF-COURT SETTLEMENT OF DISPUTES - COMPLAINTS

The Terms and the terms of the individual contracts shall be governed by Greek law. The Terms, the individual banking contracts and the framework contract for payment services are concluded in Greek and the language of communication during business relationship shall be Greek or the language which will be expressly agreed with the Customer. The Customer may submit any complaint to the Bank to the Internal Auditing Department (109-111 Mesogion Avenue, Athens 11526).

The authority competent to deal with complaints is the General Secretariat for Consumer Affairs / Ministry of the Economy, Competitiveness and Shipping. In order to resolve disputes out of court regarding payment services, the competent bodies are the Consumers' Ombudsman, the Hellenic Ombudsman for Banking - Investment Services and the Amicable Settlement Committees specified by the provisions of Article 11 of Law 2251/1994, as in force at the time.

Following an agreement between the contracting parties, the competent courts in terms of location for the purpose of interpreting the terms and resolving any dispute arising from or due to these Terms and the terms of individual contracts are the competent courts of the City of in the Prefecture of If the previous sentence is not filled in, the competent courts in terms of location for the purpose of interpreting the terms and resolving any dispute arising from or due to these Terms and the terms of individual contracts are the competent courts of Athens.

PART II CONTRACT TERMS FOR THE ISSUANCE AND USE OF AN HSBC VISA DEBIT CARD

1. PREAMBLE

It is hereby agreed that the terms of this individual contract also apply to Advance Customers and Premier Customers with any corresponding fees and charges or exemptions applicable to each customer category according to the Bank's services and product price list applicable at the time, as this price list is available at the Bank's branches and website and through the HSBC Phone Banking service by speaking with an agent and not through the Interactive Voice Response System and the HSBC Internet Banking service.

By means of this contract on the issuance and use of a VISA debit card from HSBC (hereinafter the 'Card'), the Bank agrees to provide the Customer with a Card upon the Customer's request in line with the following terms and conditions.

The Card allows the Customer to purchase items and withdraw cash around the world and place orders over the internet, by phone or mail, pay bills, pay subscriptions, etc. and to connect up to five (5) bank accounts to the card for direct access via ATMs in Greece, 24/7. The issuance and use of the Card shall be subject to the following terms, which have been expressly agreed and accepted by the Customer as material and substantive.

2. CARD ISSUANCE / PERSONAL IDENTIFICATION NUMBER

- 2.1. The Card shall remain the Bank's property for such time as the card is valid and use of the card is strictly personal. The transfer, assignment or use of the card by any third party is prohibited and the card must be returned when that is requested by anyone acting on the Bank's orders and on its behalf.
- 2.2. The Card shall be delivered in deactivated mode when issued, re-issued or renewed to the Customer by post. The Customer undertakes the risk and cost of dispatch where an accurate delivery address for the card has not been provided or where his address has changed. The Card may, at the Bank's discretion, be delivered to the Customer or any person authorised by him (pursuant to an authorisation bearing an attestation of the authenticity of the Customer's signature from a competent authority) at a Bank branch. Where the Card is sent in deactivated mode, it shall be activated by the Customer in accordance with the Bank's instructions in each case. In order to activate the Card, the Customer must contact the HSBC Phone Banking service and speak with an agent (not through the Interactive Voice Response System).
- 2.3. After the Card is delivered, the Customer will be sent his personal identification number (Card PIN) by regular mail in a specially sealed envelope at a later point in time, which PIN is equivalent to the Customer's digital signature and has been generated by the Bank under maximum security conditions. It is agreed that there are various methods of authorisation and of Customer giving instructions for transactions and in particular authorisation entailing use of the Card along with the Cardholder's signature at points of sale (POS) or use of the Card along with the Card PIN for transactions at POS / ATM transactions or use of the Card number, and in certain cases with the security code for transactions conducted by mail, phone, the internet or other secure system, or authorisation with use of the Card and the signature of the Customer if the other types of authorisation are not available or are not supported. The Customer shall be obliged to use the Card and discharge his obligations under this contract and to promptly inform the Bank where his particulars or the mailing address for the monthly statement change.
- 2.4. The Customer shall be obliged to immediately sign the Card in the special box for that purpose using an indelible pen before entering into any transaction, to use the Card lawfully and to fully comply with the terms of this contract. The Customer shall be obliged to comply with the Card / Card PIN security and protection rules, not to allow any third party to have or use the card or Card PIN and not to disclose the Card PIN to any third party. The Bank shall bear no liability to the Customer if the Card was used by a third party who knows or who randomly guessed the Customer's PIN, if the Customer has not notified the Bank of such unauthorised use in accordance with the manner set out herein. The Customer shall be obliged to memorise the Card PIN and not to record it on the Card or on any document accompanying the Card, or if he does record it, it must be in such a manner (e.g. by mixing up the numbers) that it is not easily perceivable or comprehensible to any third party who may attempt to make unauthorised use thereof. The Customer shall also be obliged to destroy the notification slip and to promptly inform the Bank where there are suspicions that the Card PIN has been stolen or lost or has been disclosed or is not be used in an approved manner, only by contacting the Bank's Phone Banking service and only by talking with an agent of the Bank at the service,

and not using the Interactive Voice Response (IVR) system on that service, by calling 801 11 72000 or +30 210 69 62 070 or any other number which may be notified to the Customer. The Customer must also state whether he wishes the PIN to be immediately replaced or not. Moreover, if the Customer does not receive the Card PIN notification within 15 days from the date on which Card was issued or re-issued, he must promptly notify the Bank in writing or call Card Services on 801 11 72000 / +30 210 69 62 070 or any other number notified to the Customer. In all events, the Bank reserves the right to request that the Customer provide written notification of the above.

- 2.5. The Bank shall be entitled to withdraw the right to use a Card used on objectively justifiable grounds relating to Card security, or the suspicion of non-approved or fraudulent use. The Bank shall inform the Customer by phone and if possible shall do so before the Card is withdrawn or in all events immediately after it is withdrawn, unless such notice would be contrary to the objectively justified security grounds or is expressly prohibited by national law or any related legislation of the European Union. Once the Customer is notified by the Bank to return the Card, he is obliged to comply immediately.
- 2.6. The Card shall initially be valid for a 5 year period from the date on which the Card is issued and thereafter shall be renewed for 5-year periods each time. Where the Customer does not wish the Card to be renewed he must inform the Bank in writing 60 days before it expires. No Card should be used if this agreement has been terminated, after the Card has expired or if the Card has been declared lost or stolen, or use of the Card was cancelled or suspended, nor must the Card be used at any ATM in Greece or abroad in breach of the national rules applicable in each country.

3. CUSTOMER OBLIGATIONS AND RIGHTS – LOSS/THEFT OF CARD – CARD PIN

- 3.1 The Customer is obliged: a) to use the Card in accordance with the terms set out in this contract and to take all due measures to safeguard the Card and the Card PIN which enables the Card to be used; and b) to promptly inform the Bank at the Lost Cards Helpline by calling the Loss / Theft Reporting Service on 800 11 72000 / +30 210 69 62 190 or any other number notified to the Customer, once he realises that the card has been lost or stolen or is being used by an unauthorised person or in an unauthorised manner. In all events, the Bank reserves the right to request that the Customer provide written notification of the above.
- 3.2 The Customer shall receive compensation from the Bank only where he promptly notified the Bank when he became aware of any unauthorised or erroneous payment transaction, and no later than 13 months after the charge was applied for that transaction. Without prejudice to the above, in the case of an unauthorised transaction (via the Card using an ATM, and not payment transactions made by the Cardholder or via the Cardholder) the Bank shall be obliged to return the amount corresponding to the unauthorised transaction to the Customer, and if appropriate, to return the balance of the payment account debited to the state in which it would have been had the unauthorised payment transaction never taken place.
- 3.3 By way of derogation from the above, the Customer shall be liable in relation to any unauthorised payment transaction, up to a maximum of EUR 150.00, for losses arising from the use of a lost or stolen Card or, if the Customer has failed to keep the personalised security features of each Card safe from misappropriation. The Customer shall be liable for all losses relating to unauthorised payment transactions where those losses are due to the fact that he acted fraudulently or did not discharge one or more obligations (did not use the Card in accordance with the terms and conditions relating to issuing and use of the Card, and did not promptly inform the Bank or the body designated by it once he realised that the Card had been lost, stolen or misappropriated or used in an unauthorised manner) deliberately or due to gross negligence. In these cases the maximum figure cited above shall not apply.
- 3.4. From the moment the Bank is notified the Customer shall no longer bear liability for losses due to loss or theft of the Card, save for cases where he acted fraudulently. The Bank shall bear no liability for the Customer's loss arising from theft or loss of the Card and its use at ATMs before the loss or theft is notified to the Bank's competent department. The Bank is hereby authorised to record the Customer's notification of loss or theft, or any other issue made by telephone on a magnetic storage medium.
- 3.5 The Card and the corresponding Card PIN shall be re-issued subject to compliance with the terms and conditions of this contract immediately after the Customer reports it lost or stolen, and that Card shall be a continuation of the lost or stolen Card or card used in an unauthorised manner unless the Customer requests in writing or declares to the Help Desk or calls Card Services stating that he does not wish the Card to be reissued.

4 . CARD USE

- 4.1 In the case where the Customer has authorised a payment transaction either (a) by combined use of the Card and its PIN at a point of sale (POS) or an ATM or (b) by recording/stating the Card number and any security code(s) required under some circumstances for postal/phone/internet transactions or using a secure system, or (c) by combined use of the Card and his signature, in the case where any other choice of authorisation is not available, it is agreed that this shall be exclusive proof that the Customer has actually authorised the payment transaction.
- 4.2 The Customer acknowledges that in transactions where the Card is used as a payment instrument, the Bank shall set at the end of each working day a cut-off time for each service channel, and cut-off times for currency conversion, which can be found and checked at the Bank's branches, on its website and via the HSBC Internet Banking Service

for subscribers to that service, after which cut-off times any order received shall be deemed to have been received on the next working day.

- 4.3 The Customer, using the Card, shall be entitled to enter into transactions to pay the purchase price of goods and/or services with all merchants displaying the VISA logo who have a contract with the VISA network, in Greece or abroad (hereinafter 'Merchants' or 'Merchant') in the context of good faith and the merchant's financial abilities. The debiting of the Customer's account with the amount of each transaction will be completed on the date which the transaction is settled by VISA, at which time a respective update will be sent to the Bank for the final debiting of the account. The Card is euro-denominated. The Card is valid worldwide and can also be used for transactions and cash withdrawals abroad. The Customer may make payments or obtain cash advances in other currencies depending on the country in which the transaction instruction originates, the merchant's nationality, etc.
- 4.3.1 In every transaction with a Merchant the Customer shall sign a special form (hereinafter the 'Debit Note') issued either using an imprinter or an electronic device for reading the Card and printing out the Debit Note (EFT/POS) or by keying the PIN into said devices, taking all measures necessary to ensure that the PIN is not disclosed to third parties. Upon signing the Debit Note or keying in the PIN the Bank is authorised to debit the Card account with the transaction amount and to pay the Merchant accordingly.
- 4.3.2 The particulars of the transaction with the Merchant and the amount shall be filled out on the Debit Note in the presence of the Customer who shall sign such Debit Notes, save from remote transactions with merchants where the terms and conditions of the Term below shall apply. Debit notes shall necessarily set out the terms of such transaction.
- 4.3.3 Under the terms of this contract the Customer provides the Bank with an irrevocable mandate and power to pay the Debit Notes relating to the Card on behalf of the Customer, which Debit Notes were presented by Merchants, and which are signed by the Customer, or in the case of remote transactions, the value of such transaction in the context of the applicable legislation, and the terms and conditions agreed by the Merchant and Customer; should such terms be infringed the Bank shall not bear any liability. Where the Customer opts to enter into remote transactions by placing internet/mail or phone orders in Greece or abroad he shall undertake the related risk and responsibility. The Customer shall be entitled to give standing orders or other instructions to pay repeat or isolated obligations by debiting the Card account, without signing a Debit Note, but shall undertake the relevant risk and responsibility in this regard.
- 4.3.4 The Customer shall be entitled to seek from the Bank a return of the money corresponding to an approved payment which was ordered by or through a beneficiary and has already been executed, provided that the following conditions are met: (a) the exact amount of the payment transaction was not specified when authorisation was given, (b) the amount of the payment transaction exceeds the amount the Customer would reasonably expect to pay taking into account the form, previous normal expenditure, terms and conditions of the payment services framework agreement and the relevant circumstances of the case, and (c) where the return is requested within 8 weeks of the date on which the monies were debited. Where the Customer makes a request for monies to be returned, the Customer shall provide the true facts relating to the above requirements. For the purpose of calculating the 10 working days within which the Bank must return the corresponding amount, and for the purposes of this term, the Customer's request shall be deemed to have been properly made when at the Bank's request the Customer has provided the true facts which demonstrate his previous normal expenditure and the start date of the 10 working day period shall be from the date on which the relevant request was sent and such information has been provided. Without prejudice to the foregoing terms, within a deadline of ten (10) working days from the date on which the cash return request was received (as defined above) the Bank shall be obliged to either return the entire amount from the payment transaction or justify its refusal to respond to the request and to indicate to the Customer, where that reasoning is not accepted, those bodies he can appeal to, namely the General Secretariat for Consumer Affairs / Ministry of the Economy, Competitiveness and Shipping, or, for the out-of-court resolution of disputes, the Consumer Ombudsman and the Hellenic Ombudsman for Banking – Investment Services and the Amicable Settlement Committees of article 11 of Law 2251/1994, as in force.
- 4.3.5 The Customer hereby agrees that he shall not be entitled to a return when he has transferred his consent for the payment instruction to be executed directly to a payment service provider, and as appropriate, the information about future payment transactions is provided or made available to him in accordance with the manner agreed, at least 4 weeks before the date specified by the payment service provider or by the payee.
- 4.4. Finally, the Customer shall have access to up to five (5) bank accounts maintained in his name which he has selected (hereinafter 'Linked Bank Accounts') in order to enter into banking transactions round the clock using the Card in combination with the Card PIN at ATMs which the Bank has installed, or at the ATMs of other banks with which the Bank collaborates, which shall be notified to the Customer in writing from time to time. Where there are several accounts linked to the Card, the Customer shall be obliged to select a Main Account in his application form. The following terms shall apply to use of the Card in this manner:
- 4.4.1. The Customer shall be obliged to comply with all security rules to prevent use of the card and/or PIN and/or access by third parties to the Linked Bank Accounts. The Bank shall not be liable on this ground if the Card is used by a third party who knows or who randomly guesses the Card PIN, and thereby acquires access to the Linked Bank Accounts.

- 4.4.2. The Bank shall be entitled, and the Customer hereby authorises it, to debit any Customer's account without warning with any amount which it pays as a fee to other banks for the use of their ATMs or any other expenses incurred.
- 4.4.3. The debit applied to the Customer's Linked Bank Accounts for cash advances, transfers and payments shall be applied by the Bank's Data Centre based on the ATM log and shall constitute proof in full of the amount of cash the Customer withdrew.
- 4.4.4. The Customer agrees and accepts that he shall be entitled to obtain cash advances round the clock only where the Linked Bank Accounts have adequate funds and that he must be aware of the balance in those accounts. The Customer acknowledges that in order to ascertain that there are adequate funds in the payment account, the Bank shall take into account any previous instructions which have been executed but not yet debited to the Customer's account or which have been agreed to be executed.
- 4.4.5. The Customer shall be entitled to place amounts in the form of Euro bank notes in the Linked Bank Accounts using his Card in conjunction with the Card PIN at ATMs owned by the Bank or at ATMs in the Alphanet network or those of any other associated banks (with the exception of those which Automatically count and credit cash to accounts) which are notified to the Customer in writing and/or at the Bank's branches and/or via its website. The Customer's Linked Bank Accounts shall be credited with the amount placed in the Bank's ATMs inside an envelope in the manner outlined below depending on the ATM used, with the value date being the date of deposit up until the end of each working day for the Bank's ATMs (namely before 22:00 hours) provided the cash is deposited before cash is collected, counted and checked by 2 authorised bank officers (15:00 hours) and if the amount is deposited at Alphanet ATMs the credit shall be applied by the end of the next working day after the Bank receives notification relating to the Alphanet network's ATMs. If the cash was deposited after the Bank ATM collection / counting / checking time, the credit will be applied at the end of the next working day with the value date being the date of deposit, and in the case of ATMs from the Alphanet network, it will be credited at the end of the second working day after notification to this effect is sent to the Bank. If there is any discrepancy between the amount counted by those officers and that indicated by the Customer on the deposit envelope or keyed in, it is hereby agreed and accepted that the amount which will be credited to each of the Customer's Linked Bank Accounts will be the amount counted by the officers from the bank at whose ATM the deposit was made. A report shall be prepared which shall constitute proof in full of the amount deposited and this report may be used before any court for this purpose. The Bank also has ATMs where cash which is deposited by the Customer is automatically counted and credited to the account indicated by the Customer, becoming immediately available with a same-day value date. The working day for alternative channels such as ATMs, for the purpose of calculating the value date, is 10:00 to 22:00 hours.
- 4.4.6. The Customer shall be entitled to deposit euro-denominated cheques issued on any bank whose registered offices are in or which is lawfully established in Greece, in the Linked Bank Accounts using only the Bank's ATMs. The relevant amount will be credited to the Linked Bank Accounts within the time period specified by the Bank for each type of cheque. The Bank shall bear no liability where the Customer deposits a cheque using the ATMs of other banks. The Greek legislation on cheques and the provisions of these Terms, as in force at the time, shall apply to the payment or referral to drawer of cheques deposited via ATMs.
- 4.4.7. The Bank shall not be liable for any loss incurred by the Customer unless that loss was as a result of fraud or gross negligence on the part of its employees.
- 4.5. The Bank shall provide Card-related services round the clock and shall not be liable and shall not be deemed not to have discharged its obligations to the Customer if its ATMs or those of associated banks are out of order, due to various grounds such as technical maintenance, force majeure or a decision of the bank/banks, which may be made without notifying the Customer. The Bank may change the number of Bank ATMs at its discretion.
- 4.6. The Bank may amend or supplement the terms and conditions of this contract by giving the Customer 2-month's notice in writing. In all events, the Customer recognises and declares that the Bank shall consider that he has accepted these amendments if he does not notify the Bank that he does not accept them before the proposed effective date. The parties hereby agree that changes to interest rates or exchange rates may be applied with immediate effect without prior notice where such changes are based on reference interest rates or exchange rates which have been agreed and which are available at the Bank's branches and website and through the HSBC Phone Banking and Internet Banking services. Where the Customer raises an objection, the Customer acknowledges that his objection entails the termination of this contract.

5. STATEMENTS

- 5.1 At least once every three months and in any case as imposed by the Greek applicable legislation the Bank shall send a statement or advice (hereinafter 'Statements' or 'Advices') relating to transactions and payment transactions entered into using the Card to the latest mailing address provided by the Customer and/or, if the Customer is a subscriber to the HSBC Internet Banking service, to the Customer by a durable medium (e-Statements) to the indicated to the Bank by the Customer e-mail address, subject to the restriction of the e-Statements option as defined in term 7 of Section I of the Terms and by the present terms with regard to this type of information, at said service's website together with an e-mail notification of the issuance sent to the e-mail address provided to the Bank by the Customer, as well as a secure message at the Service's website, and in all events in the manner specified in Greek law as in force, once every three months in writing. In any case, the Customer may request and collect a written statement of account at any time from the Bank's branches or from the HSBC Phone Banking service.

The statements shall set out all debits and transactions entered into using the Card, any cash advances obtained and all information which is required by law, and especially for payments as these are defined in the Bank's framework contract for payment services. Moreover, it shall, inter alia, set out the date and a description of each transaction entered into, payments made in the period covered by the statement, and any exchange rate used in the case where currencies were converted for the purpose of a payment transaction.

Transactions which have been entered into but do not appear in the Statement will appear in the next Statement. The Customer acknowledges and accepts that in the event where he does not receive a Statement for any reason, he continues to be obliged to discharge his obligations to the Bank.

The Customer must carefully examine all Statements or advices regularly and must promptly inform the Bank about any objections to such documents within the deadline set out herein and in the framework contract for payment services, as in force at the time, in relation to unauthorised or erroneous transactions at ATMs or authorised payment transactions entered into by or via the payee. The Customer may contest the content of any Statement or provide counterevidence against it, doing so immediately. Reference to this possibility shall be included in the Statement. The Bank hereby declares that where it ascertains that one or more transactions were rightly and properly contested, it shall offset the amounts paid as agreed and accepted under the Bank's framework contract for payment services.

5.2 Foreign exchange transactions entered into using the Card shall be subject to charges based on the place where they were entered into and shall be within the limits laid down by the banks whose ATMs were used. Any debt arising from such transactions in countries outside the Euro Area shall be converted into Euro at the exchange rate (sale price) which applies on the date on which the transaction was debited to the account in accordance with VISA procedures, and consequently the conversion date may not be the same as the transaction date. Any expenses incurred, which stand at 3%, are added to the fees set by Visa, and 1% of said 3% will be withheld by Visa itself. For exchange rates coverage from the date of the transaction until the date of the settlement by VISA, the Bank will keep a maximum 5% of the transaction value blocked, until the settlement date. Therefore, the amount blocked until the settlement and final debiting of the Customer's account will include and cover the amount of the transaction as well as the aforementioned percentage of potential exchange rates difference, whereas the amount finally debited in the Customer's account after the settlement will consist of the transaction amount formed as per the exchange rate set by VISA. The Bank has no control over and is not liable for the time at which data is processed by VISA and such processing may involve expenses of intermediary credit institutions. The Bank may provide an indicative exchange rate cost on the transaction date if the Customer contacts the Bank but in general that does not mean that it will be the cost which is actually calculated and applied since exchange rates change from the transaction date to the date on which the transaction is debited to the account. In addition to the charges referred to below, the Customer may also be required to pay a transaction fee by a bank in the country where the transaction was processed. The Statement shall show the cost of said transactions in detail.

5.3. The Customer hereby agrees that up until 1.1.2012 (or until any date after that set by Greek law or the competent authority) for all payments expressed in euro or for national payment transactions in the currency of a Member State outside the eurozone and payment transactions which only require a currency conversion between euro and the official currency of a Member State outside the eurozone, provided the currency conversion required takes place in the Member State which does not use the euro, and in the case of cross-border payment transactions the cross-border transfer takes place in euro to or from a payment account in the European Union, and provided the payment service providers are established in the European Union, it is hereby agreed and accepted that the maximum deadline for implementing the transaction is three working days after the cut-off times as specified by the Bank [and notified to the Customer/originator at Bank branches, on its website or via the HSBC Phone Banking service (by speaking with an agent and not through the Interactive Voice Response System) or HSBC Internet Banking service] and the value date shall be the date indicated or the implementation date. If the time at which the payment instruction is received is after the cut-off time for Bank operations, the time at which the payment instruction was received shall be deemed to be the next working day. In the case of a public holiday, the amount shall be credited to the payee's account on the next working day. All other payment instructions shall be executed within 4 working days maximum. In all events, the Bank shall be entitled to execute instructions before said deadlines. In this case, when the Customer enters into payment transactions, at least four working days shall be calculated for handling of the payment.

5.4. The Bank shall bear no liability for acts or omissions of Merchants and the Customer relating to transactions between them. Where the transaction is entered into in a currency other than the Euro, the exchange rate shall be determined by the banks and organisations involved in the process of clearing and settling the transaction. The Customer accepts the method for calculating the exchange rate and has no right to challenge this.

6. OFFSETTING

The Bank is hereby irrevocably authorised to offset its claims arising from use of the card against any counterclaim of the Customer, irrespective of origin, irrespective of the currency in which that counterclaim is denominated and in accordance with term 3.2 of Part I of the Terms.

7. CANCELLATION OF THE CARD

7.1 Use of the Card shall be valid until the card expiry date. The Customer shall be entitled to terminate this contract at any time by giving at least one month's notice in writing, in which case he shall return the cancelled Card, settle all debts arising from the Card such as annual subscription fees, expenses and levies up of any kind, until the date of

payment in full. The Customer may request in writing the cancellation of the Card, free of charge, at any time by giving the Bank one month's written notice, after destroying and returning the Card.

- 7.2 The Bank shall be entitled to suspend or withdraw the Card, terminate this contract for the reasons set out herein in all circumstances, or refuse to issue or re-issue or replace any Card effective immediately where it does so in writing; 'in writing' including fax and email, where the Customer infringes any of the terms hereof, which are agreed as being material, such as but not limited to serious grounds such as filing an application for bankruptcy or where the Customer is declared bankrupt or its real estate assets are seized, or breach or failure to perform any obligation of the Customer against the Bank from any other agreement or breach of any of the Customer's obligations towards third parties due to any cause, where any representations or data or information relating to this contract are infringed or in the Bank's view become untrue or inaccurate in any manner, or for any reasons related to transactions' security, or where there is any other serious ground. In this case, the Bank is obliged to promptly notify the Customer. Where this contract is terminated or the Card is cancelled, the Customer shall be obliged to refrain from using it, to destroy it and to promptly return it to the Bank. In any case, the Bank shall be entitled to terminate this contract, subject to two months notice. This contract will also be terminated if the Customer raises any objections to any amendments to the framework contract for payment services, within the time frame provided for such objections.
- 7.3 Court fees in general and lawyer's fees and compulsory enforcement expenses, namely costs relating to seizures, notifications, court process server and notary fees/charges and any other reasonable and necessary expenses which were or will be incurred by the Bank in implementation of this contract shall be borne by and charged to the Customer. If the Bank pays any of said amounts even though it is not obliged to do so, the Customer shall be obliged to pay those amounts together with default interest from the payment date until the date of settlement in full. Judicial or out-of-court documents, including those for compulsory enforcement documents, may be lawfully served on the Customer's attorney in fact as designated in the card issuance application form, who is irrevocably appointed under Article 142(4) of the Hellenic Code of Civil Procedure and Article 40(2) and Article 57(2) of the Legislative Decree of 17.7.1923 "on special provisions concerning sociétés anonymes", who is hereby ordered by the Customer to receive all documents from the Bank relating hereto which are addressed to the Customer, including (without this limiting the generality of this clause) pre-trial documents, case files, notifications and case files for compulsory enforcement proceedings sent to the Customer.

8. AMENDMENT OF THE TERMS OF THIS CONTRACT FOR THE ISSUANCE AND USE OF A DEBIT CARD

By way of exception, the Bank may unilaterally amend or supplement the terms of this contract by providing the Customer with two months notice of those terms in writing, such notice being provided by ordinary mail or in a Statement. Reasons for such changes may be a change in the decisions of the credit and monetary authorities and market conditions or adjustments in applicable bank or interbank interest rates. The new terms shall apply once the 2-month notice period ends. Where the Customer makes no objections within that two-month time period before the terms take effect, he shall be presumed to have expressly and unreservedly accepted the supplementation or amendment of the terms. If the Customer raises objections, this will entail this contract will be considered to have been terminated.

9. ADVICES

Any advices from the Bank relating to the Customer other than those agreed as being contained in the statements pursuant to term 7 of Part I of the Terms, shall be addressed / sent to the Customer at the Customer's mailing address last provided to the Bank in writing. The Customer may send any request to the Bank at the address or using the phone numbers notified to him in brochures and in the Statements.

10. USE OF PERSONAL DATA

- 10.1 The Customer hereby declares and acknowledges that he has been informed by the Bank that his personal data included in the application form and arising from his business dealings with the Bank and other personal data which the Bank has collected with his assistance or which are obtained after signing this Card issuance and use contract shall be processed by the Bank itself and/or third parties which process data on the Bank's behalf, and the Customer expressly and unreservedly consents to this during the full duration of the business relationship for the following processing purposes: (a) evaluation of each application, service, support and monitoring of contractual relations generated by the signing of this Card issuance and use contract and the Terms; and (b) defending the interests of data controllers and discharge their obligations under this Card issuance and use contract and the Terms, and the recipients of the data are or shall be: (i) the Bank and/or third parties for the purpose of supporting the implementation of this Card issuance and use contract and the Terms and (ii) third parties such as debt collection agencies, lawyers, notaries and court process servers, etc., in the context of their duties, to achieve out-of-court or judicial collection of the receivables owed to controllers or other similar activity.
- 10.2 The Customer declares that he provides his approval, expressly and unreservedly consents, and gives the Bank power to transfer his data for processing within the meaning of Law 2472/1997, as in force, to other companies in the HSBC Group whether inside the European Union or not, or its agents or Greek or foreign interbank transaction system providers or other banks whose network of ATMs it uses and which shall be communicated to the Customer, with the purpose of processing being the execution of transactions in interbank systems.
- 10.3 The Customer declares that he/she accepts the agreed upon in Section I of the Terms in relation to the personal data.

11. ASSIGNMENT OF RIGHTS

The Bank alone shall be entitled to assign other credit or financial institutions in general its claims and rights deriving from this contract without the Customer's prior consent, but the Bank shall notify the Customer in writing of any such assignment, unless the Bank, in agreement with the assignee, continues to manage the Customer's relationships.

12. The Customer acknowledges and accepts that this contract shall be complemented by the Terms as in force at the time, and by the Bank's services price list, which also contain additional information about how payment transactions are entered into, the interest rate tables, the cut-off times for banking operations and the cut-off times for currency conversion purposes, which apply and which the Customer has accepted; the Customer declares that he is aware that such terms are available at the Bank's branches, on the Bank's website and via the HSBC Phone Banking service (by speaking with an agent and not through the Interactive Voice Response System) and HSBC Internet Banking service.

PART III ISSUANCE OF CREDIT LIMITS – OVERDRAFT LIMITS

A. TERMS OF THE HSBC VISA (Classic / Gold) CREDIT CARD ISSUANCE AND USE CONTRACT PREAMBLE - DEFINITIONS

It is hereby agreed that the terms of this individual contract also apply to Advance Customers who receive the VISA GOLD credit card and to the users of the U-start service with the corresponding approved credit limit, as this is set by the Bank from time to time at its discretion for each Bank product and customer category with any corresponding fees and charges or exemptions applicable to each customer category according to the Bank's services and product price list applicable at the time, as this price list is available at the Bank's branches and website and through the HSBC Phone Banking service by speaking with an agent and not through the Interactive Voice Response System and the HSBC Internet Banking service.

Under this contract for the issuance and use of a VISA (Classic – Gold) credit card by HSBC, the Bank agrees to provide to the Customer, following his application, a main VISA credit card (Classic – Gold) ('Main Card') by HSBC and following an application by the Customer's spouse or a first-degree relative of the Customer which (application) is countersigned by the Customer, the Bank may provide up to a total of two additional VISA (Classic – Gold) credit cards ('Additional Credit Card(s)') in the name of said spouse or first-degree relative (respectively) of the Customer ('Additional Cardholder') pursuant to the following terms. The Customer and the Additional Cardholder expressly and unreservedly state that they applied for a credit card after the Bank provided them with sufficient explanations so that they could evaluate the product in question and this contract is compatible with their needs and financial status and that clarifications were provided to them, where required, on the information given before this contract was concluded and the main points of the contract and the effects that these may have for them were pointed out, including the consequences of being in arrears, pursuant to the applicable from time to time and agreed upon in the standard European information on credit agreements in relation to the said credit card provided and signed by the Customer and the Additional Card holder which constitute an integral part of this agreement and pursuant to the following terms:

The VISA (Classic – Gold) credit card shall entitle the Customer and the Additional Cardholder to make purchases or obtain cash advances anywhere in the world, or to place internet / phone / mail deliveries, to pay bills, subscriptions, etc., to participate in interest-free instalment schemes, to transfer the balance from another credit card at a preferential interest rate and to link up to two (2) bank accounts to the card to ensure direct access from ATMs in Greece and abroad round the clock, 7 days a week. Issuance and use of the Main Card and Additional Card shall be subject to the following terms which have been expressly agreed and accepted by both the Customer and each Additional Cardholder as material and substantive. The Customer and any Additional Cardholder irrevocably authorise the Bank to contact other banks, insurance companies or inter-bank files which they have indicated they collaborate with, for the purpose of verifying their particulars and checking the creditworthiness of the Customer and any Additional Cardholder.

2. CARD ISSUANCE (MAIN AND ADDITIONAL CARD) / MAIN AND ADDITIONAL CARD PIN

- 2.1 The Main and any Additional Card shall remain the Bank's property for such time as that card / those cards are valid and use of the card/cards is strictly personal. The transfer, assignment or use of the card by any third party is prohibited and the card must be returned when that is requested by anyone acting on the Bank's orders and on its behalf.
- 2.2 The Main and Additional Card shall be delivered when issued, re-issued or renewed to the Customer by mail. The Customer undertakes the risk and cost of dispatch where an accurate delivery address for the card has not been provided or where his address has changed. The Main and Additional Card may, at the Bank's discretion, be delivered to the Customer or any person authorised by him (pursuant to an authorisation bearing an attestation of the authenticity of the Customer's signature from a competent authority) at a branch of the Bank.
- 2.3 After the main and any Additional Card is delivered, the Customer shall be sent the PIN for the Main and any Additional Card by mail in a specially sealed envelope (the Card PIN) which is equivalent to the electronic signature of the Customer and any Additional Cardholder, such data having been generated by the Bank under maximum

security conditions. It is agreed that there are various methods of authorisation and of the Customer and the Additional Cardholder giving instructions for transactions and in particular authorisation entailing use of the Card along with the Customer's signature at points of sale (POS) or use of the Card along with the Card PIN for transactions at POS / ATM transactions or use of the Card number for the Main or Additional Card, and in certain cases with the security code for transactions conducted by mail, phone, the internet or other secure system, or authorisation with use of the Card and the signature of the Customer or Additional Cardholder if the other types of authorisation are not available or are not supported. The Customer and the Additional Cardholder shall be obliged to use the Card within the credit limit provided and while it is valid, and to honour their obligations arising from this agreement and to promptly inform the Bank if there is any change in their particulars or the mailing address for monthly statements.

- 2.4 The Customer and any Additional Cardholder shall be obliged to immediately sign the box on the reverse of the Main and any Additional Card using an indelible pen before entering into any transactions to ensure that use of the card is lawful and to ensure exact compliance with the terms of this contract. The Customer shall be obliged to comply with the credit card / Card PIN security and protection rules, not to allow any third party to have or use the card or Card PIN and not to disclose the Card PIN to any third party. The Bank shall bear no liability to the Customer if the Card was used by a third party who knows or who randomly guessed the Customer's PIN, if the Customer has not notified the Bank of such unauthorised use in accordance with the manner set out herein. The Customer and any Additional Cardholder must memorise the Card PIN and must never record it on the Main Card or any Additional Card or on any document accompanying the Card or any Additional Card, or if he does record it, it must be in such a manner (e.g. by mixing up the numbers) that it is not easily perceivable or comprehensible to any third party who may attempt to make unauthorised use thereof. The Customer and any Additional Cardholder must also destroy the notification slip and must promptly inform the Bank where there are suspicions that the corresponding Card PIN has been stolen or lost or has been disclosed or is not be used in an approved manner, only by contacting the Bank's Phone Banking service and only by talking with an agent of the Bank at the service and not by using the Interactive Voice Response (IVR) system on that service, by calling 801 11 72000 or +30 210 69 62 070 or any other number which may be notified to the Customer. The Customer must also state whether he wishes the PIN to be immediately replaced or not. Moreover, if the Customer does not receive the Card PIN notification within 15 days from the date on which the Main or any Additional Card was issued or re-issued, he must promptly notify the Bank in writing or call Card Services on 801 11 72000 / +30 210 69 62 070 or any other number notified to the Customer. In all events, the Bank reserves the right to request that the Customer provide written notification of the above.
- 2.5 The Customer and any Additional Cardholder shall be jointly and severally liable for all debts arising from use of the Main and any Additional Card. The Customer may request at any time that the Main Card and any Additional Card be cancelled, being liable in full for the debts arising from the use of any Additional Card. Cancellation or withdrawal of the Main Card shall also mean cancellation or withdrawal of any Additional Cards. Moreover, any Additional Cardholder may request at any time that the Bank cancel his Additional Card. The Bank may revoke use of the Main and/or Additional Card which was used, doing so for objectively justified reasons relating to the secure use of the Main and/or Additional Card, suspicions of non-approved or fraudulent use of the card or the significantly higher risk that the Customer and/or Additional Cardholder, as payer, is unable to honour his payment obligations. The Bank shall inform the Customer by phone and, if possible, shall do so before the Main Card and/or Additional Card is cancelled or in all events immediately after it is cancelled, unless such notice would be contrary to the objectively justified security grounds or is expressly prohibited by national law or any related European Union legislation. Once the Customer and the Additional Cardholder receive notice from the Bank to return the Main or Additional Card, they are obliged to do so immediately.
- 2.6 Any Main or Additional Card shall be valid for an initial period of 3 years from the date on which the Main Card is issued, and shall be renewed thereafter automatically for 2-year periods. Where the Customer and any Additional Cardholder do not wish for the Main and/or Additional Card to be renewed, the Bank must be informed in writing 60 days before the card expires. The Bank may decide not to renew a credit card without being obliged to provide the reasons for refusal to renew. No Card should be used if this agreement has been terminated, after the Card has expired or if the Card has been declared lost or stolen, or use of the Card was cancelled or suspended, nor must the Card be used at any ATM in Greece or abroad in breach of the national rules applicable in each country.
- 3** Obligations and rights of the Customer and the Additional Cardholder – Loss/Theft of Main and/or any Additional Card – PIN for Main and Additional Cards
- 3.1 The Customer and any Additional Cardholder shall be obliged: a) to use the Main Card and any Additional Card in accordance with the terms set out in this agreement and to take all proper steps to safeguard the Main Card and any Additional Card and the corresponding Card PIN which enables such card to be used; and b) to promptly inform the Bank at the Lost Cards Helpline by calling the Loss / Theft Reporting Service on 800 11 72000 / +30 210 69 62 190 or any other number notified to the Customer, once they realise that the Main or Additional Card or the corresponding Card PIN has been lost or stolen or is being used by an unauthorised person or in an unauthorised manner. In all events, the Bank reserves the right to request that the Customer provide written notification of the above.
- 3.2 The Customer shall receive compensation from the Bank only where he has promptly notified the Bank when he became aware of any unauthorised or erroneous payment transaction, and no later than 13 months after the charge date. In the case of a transaction carried out using the Main and/or the Additional Card through an ATM, and not for payment transactions made by or through a cardholder, the Bank shall return the amount corresponding to the unauthorised transaction to the Customer after the Bank has carried out an inspection, and, where appropriate, the

Bank must return the balance of the payment account debited to the state in which it would have been had the unauthorised payment transaction never taken place. Where the Customer is compensated by the Bank as per the previous paragraph but the Bank has investigated this request, the Customer hereby expressly instructs that his account linked to the card or any other account kept in the Customer's name with the Bank be debited with the compensation amount unduly paid.

- 3.3 By way of derogation from the above, the Customer shall be liable in relation to any unauthorised payment transaction, up to a maximum of € 150.00, for losses arising from the use of a lost or stolen Card or, if the Customer and/or Additional Cardholder has failed to keep the personalised security features of each Card safe from misappropriation. The Customer shall be liable for all losses relating to unauthorised payment transactions where those losses are due to the fact that he acted fraudulently or did not discharge one or more obligations (did not use the Card in accordance with the terms applicable to the issuing and use of the Card and did not promptly inform the Bank or the body designated by it once he realised that the Card had been lost, stolen or misappropriated or used in an unauthorised manner) deliberately or due to gross negligence. In these cases, the maximum figure cited above shall not apply.
- 3.4 From the moment the Bank is notified the Customer and any Additional Cardholder shall no longer bear liability for losses due to loss or theft of the Card and/or any Additional Card, unless they acted fraudulently. The Bank shall bear no liability for losses incurred by the Customer and any Additional Cardholder from theft or loss of the Main and/or any Additional Card and use of the card at ATMs before the loss or theft was notified to the competent department of the Bank. The Bank is hereby authorised to record phone calls from the Customer and any Additional Cardholder reporting the loss or theft of Main and/or Additional Cards or other issues.
- 3.5 The Main and any Additional Card and the relevant Card PIN shall be reissued subject to compliance with the terms of this contract immediately after the Customer and any Additional Cardholder report loss or theft of the card, the new card being a continuation of Card and/or Additional Card which was lost, stolen or which was used without approval, unless the Customer requests in writing or via the Phone Banking service or Card Services that the Main and/or Additional Card not be re-issued, or unless the Additional Cardholder requests in writing or via the Phone Banking service or Card Services that the Additional Card not be reissued.

4 . USE OF THE MAIN AND ADDITIONAL CARD

- 4.1 The Customer and the Additional Cardholder acknowledge that from the moment a transaction is entered into using the Main and/or an Additional Card, it may not be cancelled (irrespective of the activation method, i.e. the signature on the transaction slip or the use of the PIN), since the Bank guarantees payment by issuing of Main and/or Additional Card. Where the Customer and/or the Additional Cardholder have authorised a payee (whether a natural or legal person) who accepts credit card payments to prepare a series of payment/debit instructions for the credit card and the Customer and/or Additional Cardholder wish to cancel the transaction, they must send a written request for cancellation to the payee and keep a copy of that request. Where the Customer and/or any Additional Cardholder has authorised a payment transaction either (a) by combined use of the Card and its PIN at a point of sale (POS) or an ATM in Greece or abroad; or (b) by recording/stating the credit card number and any security code(s) required under some circumstances for postal/phone/internet transactions or using a secure system; or (c) by combined use of the Card and his signature, in the case where any other authorisation option is not available, it is agreed that this shall be exclusive proof that the Customer and/or any Additional Cardholder has actually authorised the payment transaction.
- 4.2 The Customer and the Additional Cardholder acknowledge that in transactions where the credit card is used as a means of payment, the Bank has set cut-off times for each service channel and currency exchange cut-off times at the end of each working day after which any instruction received will be deemed to have been received on the next working day; these times are set and displayed at the Bank's in-branch, on the Bank's website, using the HSBC Phone Banking service or using the HSBC Internet Banking service and every instruction received after these times will be considered to have been received on the following working day.
- 4.3 The Customer and each Additional Cardholder, shall, using the Main and Additional Cards respectively, be entitled to enter into transactions to pay the purchase price of goods and/or services on credit with all merchants displaying the VISA International logo who have a contract with the VISA network, in Greece or abroad (hereinafter the 'Merchants' or 'Merchant') in the context of good faith and his financial abilities. The Main and Additional Card are denominated in euro and the Customer and any Additional Cardholder shall be obliged to settle the debt in euro. The Customer and any Additional Cardholder may make payments or obtain cash advances in other currencies depending on the country in which the transaction instruction originates, the merchant's nationality, etc.
- 4.3.1 In every transaction with a Merchant the Customer and any Additional Cardholder shall sign a special form (hereinafter the 'Debit Note') issued either using an imprinter or an electronic device for reading the Main and/or any Additional Card and printing out the Debit Note (EFT/POS) or by keying the PIN into said devices, taking all measures necessary to ensure that the PIN is not disclosed to third parties. Upon signing the Debit Note or keying in the PIN the Bank is authorised to debit the Card account with the transaction amount and to pay the Merchant accordingly.
- 4.3.2 The particulars of the transaction with the Merchant and the amount will be filled out on the Debit Note in the presence of the Customer and any Additional Cardholder who shall sign such Debit Notes, save from remote

transactions with Merchants where the terms and conditions in the next term shall apply. Debit notes shall necessarily set out the terms of such transaction.

- 4.3.3 Under the terms of this contract the Customer and any Additional Cardholder provide the Bank with an irrevocable mandate and power to pay the Debit Notes relating to the Main and/or any Additional card on behalf of the Customer and any Additional Cardholder which Debit Notes were presented by Merchants, and which are signed by the Customer or any Additional Cardholder, or in the case of remote transactions, the value of such transaction in the context of the applicable legislation, and the terms and conditions agreed by the Merchant and Customer and/or Additional Cardholder; should such terms be infringed the Bank shall not bear any liability. Where the Customer and any Additional Cardholder opts to enter into remote transactions by placing internet, mail or phone orders in Greece or abroad he shall undertake the related risk and responsibility. The Customer and any Additional Cardholder shall be entitled to give standing or other instructions to pay repeated or isolated obligations by debiting the Card account, without signing a Debit Note, but shall undertake the relevant risk and responsibility in this regard.
- 4.3.4 The Customer shall be entitled to seek from the Bank a return of the monies corresponding to an approved payment transaction which was entered into by or through a beneficiary, which has already been executed, where the following conditions are met: (a) the exact amount of the payment transaction was not specified when authorisation was given; (b) the amount of the payment transaction exceeds the amount the Customer and/or the Additional Cardholder would reasonably expect to pay taking into account the form, previous normal expenditure, the terms of framework contract for payment services and the relevant circumstances of the case; and (c) where the return is requested within 8 weeks of the date on which the monies were debited. Where the Customer makes a request for monies to be returned, the Customer shall provide the true facts relating to the above requirements. For the purpose of calculating the 10 working days within which the Bank must return the corresponding amount, and for the purposes of this term, the Customer's request shall be deemed to have been properly made when at the Bank's request the Customer has provided the true facts which demonstrate his previous normal expenditure and the start date of the 10 working day period shall be from the date on which the relevant request was sent and such information has been provided. Without prejudice to the foregoing terms, within a deadline of ten (10) working days from the date on which the cash return request was received (as defined above) the Bank shall be obliged to either return the entire amount from the payment transaction or justify its refusal to respond to the request and to indicate to the Customer, where that reasoning is not accepted, those bodies he can appeal to, namely the General Secretariat for Consumer Affairs / Ministry of the Economy, Competitiveness and Shipping in order to submit a complaint, or the Consumer Ombudsman and the Hellenic Ombudsman for Banking - Investment Services and the Amicable Settlement Committee to have the matter resolved out of court.
- 4.3.5 The Customer hereby agrees that he shall not be entitled to a refund when he has transferred his consent for the payment instruction to be executed directly to a payment service provider, and as appropriate, the information about future payment transactions is provided or made available to him in accordance with the manner agreed, at least four weeks before the date specified by the payment service provider or by the payee.
- 4.4 Moreover, the Customer and any Additional Cardholder shall be entitled to obtain cash advances (loans) using the Main or Additional Card as appropriate, in combination with the Card PIN, at bank cashier's desks or ATMs displaying the VISA logo. Cash advances (loans) may not exceed the credit limit set in each case by the Bank. Any excess amount shall become immediately payable in its entirety.

In order to use ATMs to obtain a cash advance (as a loan) combined use of the main or any Additional Card and the relevant Card PIN is required, in accordance with the technical or other instructions given by each bank. For the purpose of obtaining cash advances (in the form of loans) at ATMs, since no document is signed, the Customer and any Additional Cardholder hereby expressly and unreservedly accept that such advances are binding as shown in the printouts of the ledger or relevant electronic files of the bank to which the ATM belongs, and only where the Premier Customer promptly notifies the Bank in the manner specified herein once he learns about a non-approved or wrongly executed payment transaction at an ATM which establishes a right of claim, doing so no later than 13 months from the date on which the debit was applied, will the Bank, after carrying out an investigation, provide restitution to the Customer. Where the Customer and/or the Additional Cardholder delay in notifying the Bank about any non-approved transaction, in which case the obligation to provide prompt notice is not met, the Bank shall not be obliged to make restitution of any losses which the Customer has incurred. Without prejudice to the term 3.2 above, the Bank shall be obliged to immediately return to the Customer the amount of the non-approved payment transaction, and if appropriate, to restore the payment account which was debited to the state it would have been had the non-approved payment transaction not occurred, where the loss incurred by the Customer is not due to fraud on his part or to failure to perform one or more of his obligations deliberately or due to gross negligence.

- 4.5 Finally, the Customer and any Additional Cardholder shall have access to up to two bank accounts maintained in their name which they have selected (hereinafter 'Linked Bank Accounts') in order to enter into banking transactions round the clock using the Main or Additional Card in combination with the Card PIN at ATMs which the Bank has installed in Greece or abroad or at the ATMs of other banks with which the Bank collaborates, which shall be notified to the Customer in writing from time to time. The following points shall apply to use of the Main and Additional Card:
- 4.5.1 The Customer and any Additional Cardholder must comply with all security rules to prevent use of the card and/or PIN and/or access by third parties to the Linked Bank Accounts. The Bank shall not be liable on this ground if the main or any Additional Card is used by a third party who knows or who randomly guesses the Card PIN, and thereby acquires access to the Linked Bank Accounts.

- 4.5.2 The Bank shall be entitled, and the Customer hereby authorises it, to debit any Customer and any Additional Cardholder account (which has adequate funds) without prior notice, by any amount which is paid as a fee to other banks for use of their ATMs or any other expenses incurred.
- 4.5.3 Debits shall be applied to the Customer's and/or any Additional Cardholder's Linked Bank Accounts for cash advances, transfers or payments by the Bank's IT department based on the ATM log and this shall constitute proof in full of the amount of cash withdrawn by the Customer and/or the Additional Cardholder, but counterevidence may always be submitted within a deadline of 13 months, only for payment transactions entered into using the credit cards as the means of payment.
- 4.5.4 The Customer and any Additional Cardholder agree and accept that they shall be entitled to obtain cash advances round the clock only where the Linked Bank Accounts have adequate funds and that they must be aware of the balance in those accounts. Where the Customer is given an overdraft facility, the Customer shall be entitled to withdraw money using the Main and/or Additional Card up to the overdraft limit which has been provided. The Customer acknowledges that in order to ascertain that there are adequate funds in the payment account, the Bank shall take into account any previous instructions which have been executed but not yet debited to the Customer's account or which have been agreed to be executed.
- 4.5.5 Where there is any debit balance due to the Customer overdrawing his account where he has not arranged an overdraft facility or on other grounds (the Bank reserving all its rights to collect such sums), the Bank's claim may be debited to the account of the Customer or any Additional Cardholder or transferred to a personal debit account of the Customer and/or Additional Cardholder in the Bank's book and such debt shall be fully evidenced by extracts printed out from its IT system. The Customer and any Additional Cardholder's debt to the Bank shall be subject to interest charges from the date of withdrawal at the Bank's debit interest rate applicable from time to time.
- 4.5.6 The Customer and any Additional Cardholder shall be entitled to place amounts in the form of euro banknotes in the Linked Bank Accounts using his credit card in conjunction with the Card PIN at ATMs owned by the Bank or at ATMs in Greece belonging to the Alphanet network or those of any other associated banks (with the exception of those which automatically count and credit cash to accounts) which are notified to the Customer in writing and/or at the Bank's branches and/or via its website. The Customer and Additional Cardholder's Linked Bank Accounts shall be credited with the amount placed in the Bank's ATMs inside an envelope in the manner outlined below depending on the ATM used, with the value date being the date of deposit up until the end of each working day for the Bank's ATMs (namely before 22:00 hours) provided the cash is deposited before cash is collected, counted and checked by two (2) authorised bank officers (15:00 hours) and if the amount is deposited at Alphanet ATMs the credit shall be applied by the end of the next working day after the Bank receives notification relating to the Alphanet network's ATMs. If the cash was deposited after the Bank ATM collection / counting / checking time, the credit will be applied at the end of the next working day with the value date being the date of deposit, and in the case of ATMs from the Alphanet network, it will be credited at the end of the second working day after notification to this effect is sent to the Bank. If there is any discrepancy between the amount counted by those officers and that indicated by the Customer and/or the Additional Cardholder on the deposit envelope or keyed in, it is hereby agreed and accepted that the amount which will be credited to the relevant Linked Bank Account will be the amount counted by the officers from the bank at whose ATM the deposit was made. A report shall be prepared which shall constitute proof in full of the amount deposited and this report may be used before any court for this purpose. The Bank also has ATMs where cash which is deposited by the Customer is automatically counted and credited to the account indicated by the Customer, becoming immediately available with a same-day value date. The working day for alternative channels such as ATMs, for the purpose of calculating the value date, is around 10:00 to 22:00 hours.
- 4.5.7 The Customer and any Additional Cardholder shall be entitled to deposit euro-denominated cheques issued on any bank whose registered offices are in or which is lawfully established in Greece, in the Linked Bank Accounts using only the Bank's ATMs in Greece. The relevant amount will be credited to the Linked Bank Accounts within the time period specified by the Bank for each type of cheque. The Bank shall bear no liability where the Customer and any Additional Cardholder deposits a cheque using the ATMs of other banks. Greek law relating to cheques and the provisions of the General Terms and Terms for Retail Banking Customers, as in force from time to time, shall apply in relation to the payment or bouncing of cheques deposited via ATMs.
- 4.5.8 The Bank shall not be liable for any loss incurred by the Customer and any Additional Cardholder unless that loss was a result of fraud or gross negligence on the part of its employees.
- 4.6 The Bank shall provide the banking services related to the Main and to any Additional Card round the clock and shall not be liable and shall not be deemed not to have honoured its obligations towards the Customer if its ATMs or the ATMs in Greece belonging to banks collaborating with it or ATMs abroad are out of order due to various reasons such as technical maintenance, force majeure or a decision of the bank/banks, which may be made without notifying the Customer. The Bank may change the number of Bank ATMs at its discretion.
- 4.7. The Bank may amend or supplement the terms of this contract by giving the Customer two months' written notice. In all events, the Customer and the Additional Cardholder recognise and declare that the Bank shall consider that they have accepted these amendments if they do not notify the Bank that they do not accept them before their proposed effective date. Otherwise, the Customer may terminate the contract pursuant to the relevant term on termination. The parties hereby agree that changes to interest rates or exchange rates may be applied immediately without prior notice

where such changes are based on reference interest rates or exchange rates which have been agreed. Moreover, the Customer and the Additional Cardholder hereby declare that they agree that information about any change in the borrowing rate, which information includes the amount of payments after the start of any new borrowing rate, and if there is a change in the number or frequency of payments, information about such change may be provided in writing or using some other durable medium on a periodic basis, after the implementation of the new interest rate, when the change in the borrowing rate is due to a change in the benchmark rate, the new benchmark rate shall be publicly available using suitable media and in-branch and on the Bank's website and via the HSBC Phone Banking service by speaking with an agent and not through the Interactive Voice Response System.

5 . CREDIT LIMITS

- 5.1 The Customer and any Additional Cardholder shall be obliged to enter into transactions which are at all times within the credit limits extended to them by the Bank when the Main and/or Additional Card are delivered. The Bank may, at its discretion, grant in exceptional cases a transaction limit which is above the credit limit, but this shall not be a rolling limit and shall be payable by the expiry date of each statement which contains the transactions for the Main and any Additional Card sent to the Customer.
- 5.2 The Bank shall inform the Customer of the maximum monthly cash advance limit (loan) set in accordance with Bank policy. Any change in Bank policy on maximum credit limits shall be notified to the Customer immediately in writing via the Monthly Statement. The new credit limits shall apply from the moment of notification where more favourable (higher limits) while in the case of reductions of existing limits they shall take effect thirty (30) calendar days after notification. By way of exception, smaller, new credit limits shall apply immediately where the Customer and any Additional Cardholder are in default in relation to the Bank or where the Bank has good grounds for believing them to be insolvent. Where the Customer does not accept the new credit limits, the Customer shall be entitled to submit any objections within seven (7) calendar days from receiving said notice and/or to rescind this contract without prejudice from receiving the notice and to return the credit card. Continued possession or use of the Main and/or Additional Card by the Customer and any Additional Cardholder shall be deemed to be acceptance of the relevant changes to credit limits.
- 5.3 Where the credit limit is exceeded, due to the higher credit risk and the higher costs incurred by the Bank as a result of this, the excess amount shall be payable by the expiry date shown on the statement of transactions for each card, and the Bank reserves the right to charge the Customer and any Additional Cardholder excess charges in accordance with Term 7.4 of this contract.

6 . STATEMENTS

- 6.1 At least once a month the Bank shall send a statement or advice (hereinafter 'Monthly Statement(s)' or 'Advices') relating to transactions and payment transactions entered into using the Main Card and any Additional Cards to the mailing address provided to the Bank and/or where the Bank decides to make such a credit card e-statement service available, at least once a month to the Customer holding a main credit card and provided that he is a subscriber to the HSBC Internet Banking service, and in all events in the manner specified in Greek law. In any case, the Customer may request a statement of account at any time. The Customer declares that he has been informed and has accepted, save where he submits an objection in the manner indicated below by the Bank, that if and where the Bank decides to provide the credit card e-Statement service, the Bank shall automatically activate the receipt of credit card e-Statements by the Customer and holder of a Main Credit Card, provided that the Customer is a registered user of the HSBC Internet Banking service, in which case the Customer and holder of a Main Credit Card shall not receive printed copies of his Monthly Statements. Where the Customer and holder of a Main Credit Card wishes to change the manner in which he receives monthly credit card statements, he must inform the Bank accordingly by contacting the HSBC Phone Banking service (by speaking with an agent and not through the Interactive Voice Response System) or in-branch or by using any other expedient means indicated at another time by the Bank. The change in the manner in which statements are received shall be effective five working days after the date on which the Customer's request is made. On the date on which the credit card statement is issued, the Customer shall receive an email message at the e-mail address he has indicated on the application form for the HSBC Internet Banking service which shall inform him that the credit card monthly statement has been issued and is available online. This new service shall be available using the Statements/Advices function available via the Credit Card e-Statement menu. For this reason the Customer declares that he undertakes to update his email address using the Services function available via the "Update Personal Data" option. The Customer hereby agrees and acknowledges that the credit card e-Statements service will not be provided after the credit card agreement is terminated.
- 6.2 The Monthly Statement shall include all debits and transactions entered into using the Main Card and any Additional Cards, any cash advances (loans), annual subscription fees, interest, levies, expenses and other charges, provided they have been entered in the accounting books by the date on which the Monthly Statement is issued, and any other information required by law. Moreover, the statement shall also show the previous debit balance, the date and a description of each transaction entered into, payments which have been made in the period covered by the Monthly Statement, the new debit balance, the minimum payment owed, the payment date for the Monthly Statement, and any credit limit and any exchange rate used in converting currencies used in payment transactions.
- 6.3 Transactions which have been entered into but do not appear in the Monthly Statement will appear in the next Monthly Statement. Transactions and/or balances for all cards (whether main or additional) will appear in the Monthly Statement. Without prejudice to the provisions of Terms 6.4 and 10.3 below, the Customer and/or the Additional

Cardholder acknowledge and accept that where no Monthly Statement is received for any reason, their debts towards the Bank shall continue to exist. All the Customer and Additional Cardholder has to do to obtain information about any minimum payment owed or about the total amount owed and the debit balance is to contact the Bank.

- 6.4 The amount shown in the Monthly Statement must be paid in full or in part in interest-bearing monthly instalments. Every monthly instalment will include a part of the overall debit balance (up to the credit limit) as specified from time to time by the Bank, which is today a minimum of 2%, plus any previous overdue debts, any credit limit overrun and various expenses in line with the provisions of Term 7 below, and the annual subscription fee, with a minimum overall instalment of € 10, plus any other expenses. Where there is any change made to that figure by the Bank, the new minimum monthly instalment percentage shall be effective 1 month from notification of that change which notification shall be contained in the Monthly Statement. The Bank shall not be obliged to send a Monthly Statement where there is no debit balance and there have been no transactions involving the Main and/or any Additional Cards.
- 6.5 The Customer hereby agrees that up until 1.1.2012 (or until any date after that set by Greek law or the competent authority) for all payments expressed in euro or for national payment transactions in the currency of a Member State outside the eurozone and payment transactions which only require a currency conversion between euro and the official currency of a Member State outside the eurozone, provided the currency conversion required takes place in the Member State which does not use the euro, and in the case of cross-border payment transactions the cross-border transfer takes place in euro to or from a payment account in the European Union, and provided the payment service providers are established in the European Union, it is hereby agreed and accepted that the maximum deadline for implementing the transaction is three working days after the cut-off times as specified by the Bank [and notified to the Customer at the Bank's branches and website, via the HSBC Phone Banking service (by speaking with an agent and not through the Interactive Voice Response System) and via the HSBC Internet Banking service] and the value date shall be the implementation date. If the time at which the payment instruction is received is after the cut-off time for Bank operations, the time at which the payment instruction was received shall be deemed to be the next working day. In the case of a public holiday, the amount shall be credited to the payee's account on the next working day. All other payment instructions shall be executed within 4 working days maximum. In all events, the Bank shall be entitled to execute instructions before said deadlines. In this case, when the Customer and/or Additional Cardholder enter into payment transactions, at least 4 working days shall be calculated for handling of the payment. In light of this the Customer may opt to pay the Monthly Statement in the following ways:
- a) Automatic payment from his bank account. Where the Customer wishes to automatically pay the amount from an account maintained with the Bank he is obliged to write the account number on the Main Card application form and to indicate whether he wants the entire debt or the minimum instalment, as defined above, to be paid from that account. If no indication is made as to whether the automatic payment relates to the entire amount or the minimum instalment, it is agreed that it shall relate to the minimum instalment. Where the Customer has opted for automatic payment from an account maintained with the Bank but the funds available in the account are not adequate to fully settle the amount owed, the Customer authorises the Bank to withdraw all available funds in that account in partial settlement of the debt.
 - b) Postal cheque at Hellenic Post. The credit card bill shall be paid using the amount deposited with Hellenic Post after the monies have been paid over / credited by Hellenic Post to the Bank.
 - c) Via Phone Banking, provided the Customer is a subscriber.
 - d) Directly at a Bank branch in Greece or by depositing or transferring the money from a bank account using Bank ATMs or the ATMs of banks with which the Bank collaborates, which shall be notified to the Customer in writing when the Main Card is delivered. The Customer's credit card shall be paid using the amount deposited in the ATM as specified above.

Any Additional Cardholder shall be able to pay monthly bills using:

- a) Postal cheques at Hellenic Post. The credit card bill shall be paid using the amount deposited with Hellenic Post after the monies have been paid over / credited by Hellenic Post to the Bank.
 - b) via Phone Banking, provided he is a subscriber.
 - c) Directly at a Bank branch in Greece or by depositing or transferring the money from a bank account using Bank ATMs or the ATMs of banks with which the Bank collaborates, which shall be notified to him in writing when the Main Card is delivered. The credit card shall be paid using the amount deposited in the ATM as specified above.
- 6.6 The Customer and any Additional Cardholder must carefully examine all Monthly Statements or advices regularly and must promptly inform the Bank about any objections to such documents within the deadlines set out herein and in the Bank's framework contract for payment services in relation to unauthorised or erroneous payment transactions at ATMs or authorised payment transactions entered into by or through the payee. The Customer and any Additional Cardholder may contest the content of any Monthly Statement or provide counterevidence against it, doing so immediately. Reference to this possibility shall be included in the statement. The Customer and any Additional Cardholder agree and acknowledge that where they contest any transaction involving any card referred to in the Statement they shall continue to be obliged to pay the amount shown in said Monthly Statement in which one or more transactions is contested. Moreover they agree and acknowledge that the Bank, despite any challenge to a transaction or transactions, shall continue to be entitled to pursue any unpaid amount owed before the courts if the Customer does not pay the monthly bill because he contests one or more transactions. The Bank hereby declares that where it ascertains that one or more transactions was rightly and properly contested, it shall offset the amounts paid, including any corresponding interest.

6.7 Transactions in a foreign currency entered into using the Main Card and/or any Additional Card shall be subject to charges which depend on the place where the transaction was executed and shall be applied within quantitative limits set from time to time by the banks whose ATMs are used. Any debt arising from such transactions in countries outside the eurozone shall be converted into euro at the exchange rate (sale price) which applies on the date on which the transaction was debited to the account in accordance with VISA procedures, and consequently the conversion date may not be the same as the transaction date. The Bank has no control over and is not liable for the time at which data is processed by VISA and such processing may involve expenses of intermediary credit institutions. The Bank may provide an indicative exchange rate cost on the transaction date if the Customer contacts the Bank but in general that does not mean that it will be the cost which is actually calculated and applied since exchange rates change from the transaction date to the date on which the transaction is debited to the account. In addition to the charges referred to below, the Customer may also be required to pay a transaction fee by a bank in the country where the transaction was processed. The Monthly Statement shall show the cost of said transactions in detail.

6.8 The Bank shall bear no liability for acts or omissions of Undertakings and of the Customer and any Additional Cardholder relating to transactions between them. Where a credit note is issued by a Merchant to the Customer for any reason, the Bank shall credit the card account with the amount shown on the credit note where a corresponding credit note has been received from the Merchant. Where the transaction is entered into in a currency other than the euro, the exchange rate shall be determined by the banks and organisations involved in the process of clearing and settling the transaction. The Customer accepts the method for calculating the exchange rate.

7 . Charges

In addition to the transactions for the Main Card and any Additional Card, each Monthly Statement shall also show the charges applied for use of the cards. These charges are shown in the Bank's official Service Price List applicable at the time and are as follows:

7.1 Subscription fees

The annual subscription fee is set by the Bank in line with its policy from time to time. Any change in the subscription fee shall take effect 2 months after it is notified. The Customer reserves the right to terminate this contract where he disagrees, and shall be obliged to return the Main Card and any Additional Cards to the Bank having cancelled them and to settle all debts.

7.2 Default interest

Where the minimum payment or the total debit balance in the case where this agreement is rescinded is not settled in full, it shall be subject to default interest which is currently 2.5% per annum on top of the contractual rate as defined below in Term 7.7, on the unpaid amount until the date of settlement.

7.3 Law 128/1975 levy

The Law 128/1975 levy, as set from time to time by the competent authorities, is today 0.6% and is calculated on the average monthly outstanding balance.

7.4 Credit card limit exceedance charges

The charges the Bank collects if the credit card limit is exceeded, as set by the Bank in accordance with its policy from time to time.

7.5 There is a charge for using the means of payment when the payment is carried out abroad and is not in euros, in which case currency conversion may be required. More specifically, the charges for transactions which take place outside the eurozone are converted to euro at the rate set by Visa International and any expenses incurred are added to them, which stand at 2%, 1% of which is withheld by Visa International.

7.6 Changes may be made to the charges referred to in terms 7.1 to 7.5 above and shall be notified in the Monthly Statements or by ordinary mail and shall be effective two (2) months later. Where the Customer does not raise objections by the effective date, he shall be deemed to have accepted the changes. Where the Customer raises objections about the changes, he may terminate this agreement in accordance with term 10 below.

7.7 Contractual interest

Where the entire amount owed is paid in full within the deadline specified in the Monthly Statement, that amount shall be subject to interest with the exception of cash advances (loans) where contractual interest shall be payable from the date of withdrawal. Where part of the amount owed is not paid within the deadline specified in the Monthly Statement, the total amount owed and any new transactions shall be subject to interest at a floating rate from the date on which the Bank paid for that transaction and the entry was made in its official books until the date on which the amount owed is paid in full. The floating rate shall be the interest rate used by the Bank for the specific category of loans and is defined in the standard European information for credit agreements in relation to the credit card agreement plus the Law 128/1975 levy (presently at 0.6%). Each time the minimum supply rate changes for European Central Bank main refinancing operations changes, the Bank may change its interest rate for the specific category of loans. The applicable interest rate from time to time shall be cited in the Monthly Statement. By way of exception, cash advances (loans) shall bear interest from the date of withdrawal and transfer of the balance shall be effective from the date on which the Bank made the transfer. It is agreed that any change in the interest rate shall be notified by publishing a notice in the daily press and by including reference to this in the Monthly Statement.

Compound interest issues are regulated by the relevant provisions of law and capitalisation will take place every six months. Interest is calculated on the basis of a 365-day year.

The total Annual Percentage Rate of charge (APR) is the total cost of the loan for the Customer expressed as an annual percentage of the total amount of the credit limit for the loan, which expresses on an annual basis the equivalence between the total present value of the drawdowns and the total present value of repayment instalments and charges paid, and the present value of all future or present liabilities (loans, repayments and charges). Since the card is used as a credit card, the total Annual Percentage Rate of charge (APR) is expressed as a percentage and corresponds solely and exclusively to assumptions made in the numerical example which the Customer and the Additional Cardholder were made aware of and accepted when signing the relevant application form, the framework Contract for payment services and the Terms. The APR is calculated on the assumption that the credit agreement remains in force for the entire agreed term and that the Bank and the Customer and the Additional Cardholder honour their obligations in accordance with the terms dates specified in the credit agreement. In the case of credit agreements which contain clauses which permit fluctuations in the borrowing rates, where appropriate, charges which form part of the APR but whose level cannot be precisely determined at the time the APR is calculated, shall be calculated on the assumption that the borrowing rate and other charges shall remain fixed in relation to the initial level and shall apply until the credit agreement expires. For such an agreement the APR shall be calculated using the additional assumptions (c), (d) and (i) – with assumption (i) applying in the case of balance transfers – laid down in Annex I of Joint Ministerial Decision No. Z1-699/2010 (Government Gazette Issue 917/B/23.6.2010); in other words, since the consumer is capable of freely choosing drawdowns but, of the various drawdown methods available, a restriction is imposed on the amount and time period, it shall be presumed that the amount of credit is drawn down on the first date specified in the agreement and that this is done in accordance with the drawdown limits specified. Moreover, if the repayment schedule is not specified it is accepted that credit is provided for a time period of one year and that the credit shall be repaid in 12 equal monthly instalments, and that if various interest rates and charges are offered in the case of a balance transfer for a limited time period, or amount, the interest rate and charge will be considered to be the highest for the entire duration of the credit agreement. The APR may be altered at any time where at least one of the cost factors changes (loan interest rate, Law 128/1975 levy, costs, premiums, etc.). Since the card is used as a credit card, the total Annual Percentage Rate of charge (APR) is expressed as a percentage and corresponds solely and exclusively to assumptions made in the numerical example which the Customer and the Additional Cardholder were made aware of and accepted when signing the relevant application form. The example for the APR is calculated for a Classic Main Card is defined in the applicable standard European information for credit agreements in relation to the said credit card agreement which constitute an integral part of this agreement. The same stands for the APR example for Gold Credit Card.

Any change in the conditions stated in the example in relation to the amounts or frequency of payments or purchases of products and services relating to the specific Customer and/or any Additional Cardholder and/or additional card subscription fee shall, as a matter of course, increase or decrease the APR. The APR may be changed by the Bank if the cost factors comprising it change (interest rate, Law 128/1975 levy, subscription fee, minimum payment percentage), in which case the Customer shall be informed about the new APR in the Monthly Statement sent out.

8 Terms for balance transfers from other Greek Banks

The Bank may, at its own discretion, offer preferential interest rates from time to time for a specific period to enable the debit balance on the cards of other Banks in Greece to be transferred to the Card. In this case the preferential interest rate shall apply for the period covered by the special offer provided that the Customer and any Additional Cardholder use the card within the context of this contract. The preferential interest rate shall be offered on condition that the Customer and any Additional Cardholder pay the minimum amount as shown on the Monthly Statement in good time. Where the Customer and any Additional Cardholder do not pay the minimum amount in good time, the Bank reserves the right to withdraw the preferential interest rate and to charge interest on the entire amount of the debt from the balance transferred at the contractual interest rate from time to time.

9 Offsetting

The Bank is hereby irrevocably authorised to offset its claims arising from use of the card against any counterclaim of the Customer and any Additional Cardholder, irrespective of origin, irrespective of the currency or FX in which that counterclaim is denominated according to the agreed upon in Section I of these Terms.

10 CANCELLATION OF MAIN CARD AND ADDITIONAL CARD – EXPIRY OF CREDIT CARD ISSUANCE AND USE AGREEMENT

10.1 The credit card issuance and use agreement had an indefinite duration and shall remain in effect until it is terminated by either contracting party. The Customer shall be entitled to terminate this agreement at any time by giving at least one month's notice in writing, in which case he shall return the cancelled Cards, settle all debts arising from the Cards including annual subscription fees and all kinds of expenses and levies, up until the repayment date. The Customer may request in writing, having given the Bank one month's written notice, the cancellation of the Main Card and of any Additional Cards at no cost, after destroying and returning the corresponding card and honouring his obligations towards the Bank including the annual subscription fees and all kinds of expenses and levies, up until the repayment date. The Additional Cardholder shall be entitled to request in writing cancellation of the Additional Card only, under the above conditions.

10.2 The Bank shall be entitled to suspend any Card, rescind this contract, cancel the Main Card or reduce the credit limit and consequently any Additional Cards pursuant to the terms of this contract and, in any case, refuse to issue, re-

issue or replace any Card, immediately and in writing, where the written form includes a fax or email message, for a substantial reason, such as where the Customer and any Additional Cardholder breach any of the terms of this contract, which are agreed as being material, or due to failure to pay part or whole of the amount shown on the Monthly Statement as immediately payable by the payment date of the Monthly Statement, where a petition is lodged to have the Customer and/or the Additional Cardholder declared bankrupt or to seize his real estate property or in case of breach or failure to perform any obligation of the Customer towards the Bank from any other agreement or breach of any obligation of the Customer towards third parties due to any cause or where any statement, information or facts relating to this contract are violated or become –in the Bank’s view– untrue or inaccurate in any way or for reasons related to transactions’ safety or where there is another substantial reason. In this case the Bank is obliged to promptly notify the Customer. Where this contract is rescinded or the Main Card and Additional Cards are cancelled, the Customer and any Additional Cardholder shall be obliged to refrain from using the card/s, to destroy it/them and to immediately return it/them to the Bank, and to settle their obligations to the Bank within the deadline specified by the Bank. It is hereby agreed that any future debts of the Customer arising at a time after this agreement is rescinded which relate to the business relationship between the Customer and the Bank before the rescission, shall automatically become due and payable. By means of this agreement, the Customer and the Additional Cardholder agree that the Bank may, where there is a justification and for a substantial reason, refuse either of them the right to make further credit drawdowns under this agreement. The Bank shall inform the Customer about its refusal and the reasons for this in writing or using another durable medium where possible before making such refusal or at the latest thereafter, unless the provision of such information is prohibited by other legislative provisions which transpose Community law into national law or is contrary to public policy or public security requirements. In all other cases, provided that a shorter deadline is permitted by law, the Bank may rescind this agreement having first given the Customer at least two (2) months prior notice. The Customer shall be entitled to rescind this agreement having given one (1) month’s prior notice and after having paid all of the Bank’s receivables stemming from this agreement. Also, any termination of the framework contract for payment services which entails the closing of one or more payment accounts also entails the termination of this contract.

- 10.3 Once this credit card issuance and use contract has been rescinded in accordance with the above, VISA shall automatically cease issuing and sending Monthly Statements to the Customer.
- 10.4 Court costs in general and lawyer’s fee and compulsory enforcement expenses, namely costs relating to seizures, notifications, court process server and notary fees/charges and any other reasonable and necessary expenses which were or may be incurred by the Bank in implementation of this contract shall be borne by the Customer and any Additional Cardholder who shall be obliged to pay those amounts. If the Bank pays any of said amounts even though it is not obliged to do so, the Customer and any Additional Cardholder shall be obliged to pay those amounts together with default interest from the payment date until the date of settlement in full. Judicial or out-of-court documents, including those for compulsory enforcement documents, may be lawfully served on the attorney in fact of the Customer or Additional Cardholder, as designated in the application form for a credit card, who is irrevocably appointed under Article 142(4) of the Hellenic Code of Civil Procedure and Article 40(2) and Article 57(2) of the Legislative Decree of 17.7.1923 “on special provisions concerning sociétés anonymes”, who is hereby ordered by the Customer and/or the Additional Cardholder to receive all documents from the Bank relating hereto which are addressed to the Customer and/or the Additional Cardholder including (without this limiting the generality of this clause) pre-trial documents, case files, notifications and case files for compulsory enforcement proceedings sent to the Customer.
- 10.5 Where the Customer and/or any Additional Cardholder enters into a remote transaction with the Bank and concludes a credit card issuance and use agreement, the Customer and any Additional Cardholder shall be entitled to withdraw from the agreement within fourteen (14) calendar days without providing any reasons for such withdrawal. The deadline for withdrawal shall commence either: (a) from the date on which the credit agreement is concluded; or (b) from the date on which the Customer and/or Additional Cardholder receive the terms of the agreement and information required by law, where that date is after the date on which the agreement is concluded. Where the Customer and/or the Additional Cardholder exercises his right of withdrawal, he must: (a) for the purpose of withdrawing from the agreement before the end of said 14 calendar days deadline, inform the Bank about this in any way which is acceptable under the applicable legislation. The 14 calendar day deadline shall be presumed to have been complied with provided that said notice, if submitted in writing by filling out the withdrawal form provided by the Bank in-branch or using another durable medium made available by the Bank to which the latter has access, has been sent before the deadline expires, (b) pay the Bank the principal amount and accrued interest on the principal from the date on which the credit is drawn down until the date the principal is repaid to the Bank without unjustified delay, and at the least within 30 calendar days from dispatch of the notice of withdrawal to the Bank. Interest shall be calculated based on the agreed borrowing rate and the amount of interest payable shall be notified on a daily basis. The Bank shall not be entitled to any other compensation from the Customer and/or Additional Cardholder in the case of withdrawal, other than compensation for non-refundable charges which the Bank paid to any department of the public administration.

11 Amendment of terms hereof

The Bank may unilaterally amend or supplement the terms of this contract by providing the Customer with two months’ notice of those terms in writing, such notice being provided by ordinary mail or in the Monthly Statement. Grounds for amendment may include changes by credit or monetary authorities and changes in market conditions, changes in the credit policy applied from time to time by the Bank, readjustment in existing bank or interbank interest rates, increases in the cost of credit. The new terms shall apply once the 2-month notice period ends. Where the Customer makes no objections within that two-month time period before the terms take effect, he shall be presumed

to have expressly and unreservedly accepted the supplementation or amendment of the terms. In all other cases, the Customer may rescind this contract in accordance with Term 10 of this contract.

12 Advices

Any information provided by the Bank relating to the Customer and/or the Additional Cardholder other than the agreed Monthly Statements shall be addressed to / sent to the Customer only at the Customer's mailing address last provided to the Bank. The Customer must provide this mailing address and he hereby acknowledges that he undertakes the obligation to inform any Additional Cardholders of these matters. The Customer may send any request to the Bank at the address or using the phone numbers notified to him in flyers or the monthly statements. The Customer and the Additional card holder declare that they have been informed and accept the aforementioned in Section I of these Terms.

13 Use of Personal Data

13.1 The Customer declares that he has been informed about the collection and processing of his personal data and expressly consents to the personal data contained in any application form, and any data arising from debit balances on the credit card and data relating to loan balances, credits or credit cards granted by a credit institution in Greece, including termination as a development of the business relationship in an inter-bank financial conduct data file for credit protection and the rationalisation of transactions, being transferred for processing within the meaning of Law 2472/1997, as in force. The recipients of such data shall only include credit and financial institutions. The data controller is company TIRESIAS S.A., 2 Alamanas St., Marousi GR-15125, customer call line +30210-3676700, Fax: +30210-3676750, open to the public from 08:00 to 14:00 hours or as specified by Tiresias S.A., as well as Greek and foreign interbank transaction systems or databases aimed at the execution of transactions through interbank payments systems.

13.2 The Additional Cardholder declares that he has been informed about the collection and processing of his personal data and expressly consents to the personal data contained in any application form, and any data arising from debit balances on the credit card and data relating to loan balances, credits or credit cards granted by a credit institution in Greece, including termination as a development of the business relationship in an inter-bank financial conduct data file for credit protection and the rationalisation of transactions, being transferred for processing within the meaning of Law 2472/1997, as in force. The recipients of such data shall only include credit and financial institutions. The data controller is company TIRESIAS S.A., 2 Alamanas St., Marousi GR-15125, customer call line +30210-3676700, Fax: +30210-3676750, open to the public from 08:00 to 14:00 hours or as specified by Tiresias S.A., as well as Greek and foreign interbank transaction systems or databases aimed at the execution of transaction through interbank systems.

13.3 The Customer and the Additional Cardholder hereby declare and acknowledge that they have been informed by the Bank that their personal data included in the credit card application form and arising from their business dealings with the Bank and other personal data which the Bank has collected with their assistance or which is obtained after signing this credit card issuance and use agreement and the Terms and the framework agreement for payment services, as in force, shall be processed by the Bank itself and/or third parties which process data and they expressly and unreservedly consent to this during the business relationship for the following processing purposes: (a) service, support and monitoring of contractual relations generated by the signing of this credit card issuance and use agreement and the Terms and the payment services framework agreement as in force; (b) defending the interests of data controllers and discharge their obligations under this credit card issuance and use agreement, the Terms and the framework contract for payment services, and the recipients of the data are or shall be: (i) the Bank and/or third parties for the purpose of supporting the implementation of this card issuance and use contract, the framework contract for payment services and the Terms; and (ii) third parties such as debt collection agencies, lawyers, notaries and court process servers, etc., in the context of their duties, to achieve out-of-court or judicial collection of the receivables owed to controllers or other similar activity.

13.4 Both the Customer and any Additional Cardholder hereby authorise the Bank to contact other banks, insurance companies or inter-bank files which they have indicated they collaborate with, in the context of verifying their particulars and checking the creditworthiness of the Customer.

13.5 The Customer and the Additional Cardholder declare that they expressly and unreservedly consent to the Bank transferring their data for processing within the meaning of Law 2472/1997, as in force, to other companies in the HSBC Group whether inside the European Union or not, or its agents or interbank transaction system providers or other banks whose network of ATMs it uses and which shall be communicated to the Customer, with the purpose of processing being the execution of transactions in interbank systems.

14. Assignment of rights

The Bank alone shall be entitled to assign other credit or financial institutions in general its claims and rights deriving from this contract without the Customer's prior consent, but the Bank shall notify the Customer in writing of any such assignment, unless the Bank, in agreement with the assignee, continues to manage the Customer's relationships.

15. The Customer and the Additional Cardholder acknowledge and accept that this contract forms an indispensable part of the Terms as in force at the time, and of the Bank's services price list, which also contain additional information about how payment transactions are entered into, the interest rate tables, the cut-off times for banking operations and the cut-off times for currency conversion purposes, as in force at the time, which the Customer and the Additional Cardholder has accepted; the Customer declares that he is aware that such terms are available at the Bank's

branches, on the Bank's website and via the HSBC Phone Banking service (by speaking with an agent) and the HSBC Internet Banking service.

B. OVERDRAFT FACILITY CONTRACT TERMS

It is hereby agreed that the terms of this individual contract also apply to Advance Customers, Premier Customers and holders of a Feel Good account by the Bank with the corresponding overdraft limit, as this is set by the Bank from time to time at its discretion for each Bank product [for Advance Customers, Premier Customers and Feel Good account holders] with any corresponding fees and charges or exemptions applicable to each customer category according to the Bank's services and product price list applicable at the time, as this price list is available at the Bank's branches and website and through the HSBC Phone Banking service (by speaking with an agent and not through the Interactive Voice Response System) and the HSBC Internet Banking service.

Under this overdraft facility contract, the Bank agrees to provide the Customer, upon his request, with an overdraft facility up to the approved limit in each case. The Customer expressly and unreservedly states that he has applied for an overdraft limit after the Bank provided him with sufficient explanations so that he could evaluate the product in question and this contract is compatible with his needs and financial status; he also states that clarifications were provided to him, where required, on the information given before this contract was concluded and the main attributes of the contract and the effects that these may have for him were pointed out, including the consequences of being in arrears, pursuant to the applicable from time to time and agreed upon in the standard European information on credit agreements in relation to the said overdraft limit provided and signed by the Customer which constitute an integral part of this agreement and pursuant to the following terms:

1. The use of the overdraft up to the limit set by the Bank at its own discretion for each Bank product (for Advance and Premier customers, payroll customers, Feel Good account holders), through which the Bank allows the customer to withdraw money beyond the balance of the account held with the Bank and up to said limit is governed by the applicable decisions of the competent Monetary Authorities and takes place through the withdrawal of cash from the Bank's cashiers or ATM, by payment of Customer instructions by the Bank or by payment of cheques issued and debited to said account by the Bank; the use of the account for commercial purposes is prohibited.
2. The Customer may withdraw from the overdraft facility contract within 14 calendar days without providing any reasons for such withdrawal. This withdrawal time frame starts: a) on the date on which the overdraft facility contract is concluded; or (b) on the date on which the Customer receives the terms of the contract and information required by law, where that date is after the date on which the contract is concluded. Where the Customer exercises his right of withdrawal, he must: (a) for the purpose of withdrawing from the contract before the end of said 14 calendar days time frame, inform the Bank about this in any way which is acceptable under the applicable legislation. The 14 calendar day time frame shall be presumed to have been complied with provided that said notice, if submitted in writing by filling out the withdrawal form provided by the Bank in-branch or using another durable medium made available by the Bank to which the latter has access, has been sent before the deadline expires, (b) pay the Bank the principal amount and accrued interest on the principal from the date on which the credit is drawn down until the date the principal is repaid to the Bank without unjustified delay, and at the least within thirty (30) calendar days from dispatch of the notice of withdrawal to the Bank. Interest shall be calculated based on the agreed borrowing rate and the amount of interest payable shall be notified on a daily basis. The Bank shall not be entitled to any other compensation from the Customer in the case of withdrawal, other than compensation for non-refundable charges which the Bank paid to any department of the public administration.
3. Every overdraft amount used is charged with floating-rate interest equal to the aggregate of the minimum bid rate applicable at the time for the main refinancing operations to credit institutions by the Eurosystem, as this is announced by the European Central Bank from time to time, plus a fixed margin which is defined and agreed upon in the standard European information for credit agreements in relation to the overdraft agreement (hereinafter the 'Contractual Interest Rate') plus the Law 128/1975 levy, as in force at the time. The Customer hereby states that he agrees that information about any change in the borrowing rate, which information includes the amount of payments after the start of any new borrowing rate, and if there is a change in the number or frequency of payments, information about such change may be provided in writing or using some other durable medium on a periodic basis, after the implementation of the new interest rate, when the change in the borrowing rate is due to a change in the benchmark rate, the new benchmark rate shall be publicly available using suitable media and in-branch and on the Bank's website and via the HSBC Phone Banking service by speaking with an agent and not through the Interactive Voice Response System.
4. Interest shall be calculated based on the Contractual Interest Rate based on a year of 365 days and will be charged to the Customer's account at the end of each calendar six-month period. The Customer hereby irrevocably authorises the Bank to pay the interest due in each case by debiting his account with the same amount, making use of the approved limit, where such amount is available within the limit.
5. It is agreed that every interest amount due in excess of the overdraft limit must be paid immediately by the consumer. Otherwise, default interest will be charged from the first day of delay equal to the Contractual Interest Rate applicable at the time plus 2.5% per annum. It is agreed that every amount of interest due as per the above will also be subject to semi-annual compounding of interest and capitalisation according to the applicable legislation.
6. The APR which equates, on an annual basis, the present value of all the current or future obligations (withdrawals, repayments and surcharges) agreed between the Bank and the Customer is calculated based on the formula shown

in Part I of Annex I of Joint Ministerial Decision No. Z1-699/2010 (Government Gazette Issue 917/B/23.6.2010). For the purposes of calculating the APR, the total cost of credit for the Customer is specified, except for the costs which are incurred by the Customer only if he fails to honour any of its obligations under the overdraft facility contract and for the surcharges over the market price which he has to pay to purchase goods or services, whether he is buying on credit or in cash. Costs for maintaining the account in which both payments and drawdowns are recorded, costs for using the means of payment which permits both payments and drawdowns to be made and other costs relating to payments are included in the overall cost of credit, unless opening of the account is optional, and the costs of the account have been clearly and separately set out in the overdraft facility contract or in another contract entered into with the Customer. The APR is calculated on the assumption that the overdraft facility contract remains in force for the entire agreed term and that the Bank and the Customer and the Additional Cardholder honour their obligations in accordance with the terms dates specified in the overdraft facility contract. In the case of credit agreements which contain clauses which permit fluctuations in the borrowing rates, where appropriate, charges which form part of the APR but whose level cannot be precisely determined at the time the APR is calculated, shall be calculated on the assumption that the borrowing rate and other charges shall remain fixed in relation to the initial level and shall apply until the overdraft facility contract expires. For the credit in question, the APR is calculated based on the additional assumption (d) of Annex I of Joint Ministerial Decision No. Z1-699/2010 (Government Gazette Issue 917/B/23.6.2010), i.e. because no repayment schedule is set, it is accepted that the credit is provided for a period of one year and that the credit shall be repaid in twelve equal monthly instalments. The APR may be altered at any time where at least one of the cost factors changes (loan interest rate, Law 128/1975 levy, costs, premiums, etc.). The example for APR is provided in the applicable from time to time standard European information for credit agreements in relation to the overdraft agreement which constitute an integral part of this agreement.

7. Moreover, it is expressly agreed that every sum of overdraft capital is immediately due and payable in full and/or in part out of every subsequent deposit into / credit of the account. The Customer acknowledges that every deposit into or credit of the account will be automatically used at any point in time to reduce the Customer's debt from the overdraft facility and he irrevocably authorises the Bank to take the actions required in each case for the partial and/or full collection of its receivables.
8. All the information on the above account activity and payments will be provided as defined under term 7 of Part I of the Terms and in the Bank's framework contract for payment services, as in force at the time. Every account statement is based on the official and duly maintained records of the Bank and it is agreed that every such statement will constitute full proof of all kinds of receivables of the Bank from the Customer due to the overdraft facility hereby agreed and as long as no objections are raised regarding such statements they will entail the acknowledgement and acceptance of the balance and (credit and debit) activity of the account. However, evidence in rebuttal may be provided by the Customer. The acceptance of the copy/excerpt of the statement by the Customer will be assumed if the Customer does not inform the Bank in writing that he has been made aware of its content.
9. The Bank may terminate this overdraft facility contract with immediate effect and may declare the entire amount due and payable if the total debt, stemming from overdraft withdrawals beyond the approved overdraft limit or from overdue interest on overdraft amounts beyond the approved limit, remains unpaid for two (2) months.
10. Irrespective of the above, given that overdraft is a form of open account, the Bank may terminate this contract at any time at its own discretion and may close the account subject to giving two months' notice in writing or using another durable medium. The Customer agrees that he may terminate this contract having given one (1) month's prior notice and after having paid all of the Bank's receivables stemming from this contract. Moreover, the Customer acknowledges that the Bank may, where there is justification on serious grounds, refuse the consumer the right to make future credit drawdowns under an indefinite credit contract. The Bank shall inform the Customer about its refusal and the reasons for this in writing or using another durable medium where possible before making such refusal or at the latest thereafter, unless the provision of such information is prohibited by other legislative provisions which incorporates Community law or is contrary to public policy or public security requirements. Moreover, the Bank is entitled to offset any claim of the consumer against the Bank on any other ground or cause against all manner of receivables it may have under this contract, irrespective of the time at which that claim arose. More specifically, the Customer hereby expressly authorises the Bank to immediately and automatically withhold any amounts due by the Customer which are due and payable under this contract from the credit transactions of the Customer's Account. Also, any termination of the framework contract for payment services which entails the closing of one or more payment accounts also entails the termination of this agreement.
11. It is agreed that the Customer will be charged with and will pay all current and future taxes, fees, contribution (to the State or to third parties) or levies of any kind which may be imposed, charged or collected by any tax or other authority and by third parties (with the sole exception being the Bank's income tax), levies under Law 128/1975, as in force at the time, as well as every other expense / fee that the Bank may have to pay during and for the judicial or extrajudicial claim of all kinds of receivables it may have from the Customer under this contract.
12. Court fees in general and lawyer's fees and compulsory enforcement expenses, namely costs relating to seizures, notifications, court process server and notary fees/charges and any other reasonable and necessary expenses which were or will be incurred by the Bank in implementation of this contract shall be borne by and charged to the Customer. If the Bank pays any of said amounts even though it is not obliged to do so, the Customer shall be obliged to pay those amounts together with default interest from the payment date until the date of settlement in full. Judicial or out-of-court documents, including those for compulsory enforcement documents, may be lawfully served on the Customer's attorney in fact as designated in the card issuance application form, who is irrevocably appointed under

Article 142(4) of the Hellenic Code of Civil Procedure and Article 40(2) and Article 57(2) of the Legislative Decree of 17.7.1923 "on special provisions concerning sociétés anonymes", who is hereby ordered by the Customer to receive all documents from the Bank relating hereto which are addressed to the Customer, including (without this limiting the generality of this clause) pre-trial documents, case files, notifications and case files for compulsory enforcement proceedings sent to the Customer.

13. If the account is a joint account, all joint holders expressly and unreservedly accept and acknowledge that the above terms also apply to them and state that they will be jointly and severally liable for any debt arising from this overdraft facility contract.
14. The Bank alone shall be entitled to assign other credit or financial institutions in general its claims and rights deriving from this contract without the Customer's prior consent, but the Bank shall notify the Customer in writing of any such assignment, unless the Bank, in agreement with the assignee, continues to manage the Customer's relationships.
15. The Customer acknowledges and accepts that this contract forms an indispensable part of the Bank's Terms as in force at the time, and of the Bank's services price list, which also contain additional information about how payment transactions are entered into, the cut-off times for banking operations the interest rate tables and the cut-off times for currency conversion purposes, as in force at the time, which the Customer has accepted; the Customer declares that he is aware that such terms are available at the Bank's branches, on the Bank's website and via the HSBC Phone Banking service (by speaking with an agent) and the HSBC Internet Banking service.

PART IV

HSBC PHONE BANKING TRANSACTION TERMS AND CONDITIONS

In addition to the other service channels, the Bank shall provide to the Customer, upon the latter's request at a Bank branch or over the telephone to an agent of the HSBC Phone Banking system, the ability to carry out certain bank transaction and receive services which are communicated from time to time by the Bank through its Phone Customer Service Centre (hereinafter 'Phone Service Centre' or 'HSBC Phone Banking') through the use of a telecom network combined with a mobile or landline telephone, pursuant to these Terms and to the following terms and conditions. The Customer expressly agrees that all the following terms are important and substantial, together with the Bank's framework contract for payment services, and that he has read, studied, understood and become fully aware of them and unreservedly and fully accepts them in their entirety by signing the application form and/or by registering for the service and/or by using the HSBC Phone Banking service. The Customer agrees that, when filling in the application form for his registration, he must provide the Bank with his accurate and true personal data and with the details of the account(s) that he wishes to link to this service.

1. SERVICES PROVIDED VIA HSBC PHONE BANKING

Using the Phone Service Centre, the Customer may obtain information on Bank products and services existing at the time of his application or those launched after that application, and enter into banking transactions. Through the Phone Service Center (speaking with an agent and not through the Interactive Voice Response System), the Bank's branches and the Bank's website, the Customer may obtain information about the types of transactions which he can enter into using the Phone Service Centre. The Bank may terminate or limit the operation of the Phone Service Centre at its discretion where there is a fault or malfunction or for security reasons or on the grounds cited in term 5 below and/or may deactivate the Customer's Phone Banking PIN if it has not been used for the period set by the Bank from time to time. Moreover, the Bank may add or remove specific services currently provided or which will be provided in the future and will communicate those services through the same service.

2. ISSUANCE AND TERMS OF USE OF PERSONAL IDENTIFICATION NUMBER

To ensure secure transactions the Bank shall provide the Customer with a personal identification number, hereinafter referred as the 'Phone Banking PIN'. The Phone Banking PIN must be used by the Customer to access the Phone Banking service and is equivalent to his signature for the purpose of executing transactions. The Phone Banking PIN will be sent to the Customer by the Bank using a special secure form with instructions on how to activate and use it provided directly to the Customer in-branch upon signing the corresponding application for the service and the form of receipt or is sent to him/her by registered mail upon his/her relevant request. The Customer may replace the Phone Banking PIN provided by the Bank before this first transaction or at any later time.

The Customer acknowledges that the Phone Banking PIN is unique and undertakes to diligently safeguard it so as to prevent third parties using it. The Customer must use his personal security codes in accordance with the terms and conditions which govern their provision and issuance and must inform without fail the Bank as his payment service provider or any body which the Bank has appointed for this purpose as soon as the Customer becomes aware of the loss, theft or misappropriation of the payment instrument or of its unauthorised use. Therefore, the Customer must take all reasonable measures to keep his personal security details safe.

The Bank makes sure that it always provides the Customer with the means to report a loss, theft or misappropriation of the payment instrument or of its unauthorised use and the Customer agrees that the Bank's Phone Service Centre is the appropriate medium for reporting such events.

The Customer must promptly inform the Bank in writing or through the Phone Service Centre (only by speaking with an agent and not by using the Interactive Voice Response System) whenever he suspects that his PIN has been lost, stolen or disclosed, and to state whether he wishes it to be immediately replaced or not by calling 800 11 72000 / +30 210 69 62 190 or any other contact number provided by the Bank to the Customer, which shall be available to the Customer round the clock, 7 days a week. In any case, the Bank reserves its right to ask the Customer for a written report of the above.

If the Customer requires a new Phone Banking PIN and/or cancellation and/or extension or limitation of the specific services and/or access to new services or the amendment of existing services and/or for any other reason, the Customer shall submit a written request to that effect at a Bank branch or will request this by speaking with an agent through the Phone Service Centre. The Bank shall only be liable for transactions carried out after receiving said notice of disclosure, theft, loss or non-approved use.

The Customer must follow the Bank's guidelines and recommendations for secure transactions using the Phone Service Centre and all the means of identification for the execution of transaction instructions and must also comply with those. The Customer accepts that any omission on his part to comply with the recommended security procedures may result in infringement of confidential or secret information and in third parties entering into transactions, and he shall have no claim against the Bank.

The Customer shall pay an additional fee to the Bank, if so requested by the Bank, for the services provided which are within the scope of this contract, together with all relevant charges, after having been notified of such charges, which will be in line with the Bank's services price list applicable at the time, as updated by the Bank from time to time, available in-branch, on the internet and via the HSBC Phone Banking service (by speaking with an agent and not through the Interactive Voice Response System) and HSBC Internet Banking service.

3. TRANSACTIONS THROUGH THE PHONE SERVICE CENTRE

The transactions which the Customer wishes to enter into using the Phone Banking Service shall be entered into by calling the phone numbers provided during working hours as indicated from time to time by the Bank to the Customer, with the option for the Customer to speak directly to a representative of the Bank or to connect to the Interactive Voice Response System, and Customer transactions shall relate to and concern all accounts held by the Customer at the Bank provided that they have been linked to the Customer's personal banking number (hereinafter the 'PBN') which shall be sent as an access card by ordinary or registered mail. Depending on the payment instruction given there must be adequate funds in each account or any overdraft limit must have been agreed. The Customer hereby authorises the Bank to link every existing and future account of his to the same PBN. The use of the Interactive Voice Response System requires a touch tone handset and a security code for the Phone Banking services provided, information about which can be obtained on the Bank's website and through the Phone Banking service or using any other expedient means at the Bank's discretion.

Before entering into any transaction the Customer shall be obliged to key in the PBN and the Phone Banking PIN which will be automatically verified by the Bank's system. Whenever the Customer contacts a Bank agent directly, he must disclose his Phone Banking PIN. Where the Customer calls the services with or without prior verification of his Phone Banking PIN, the Bank's representative shall be entitled to request that the Customer provide additional information considered necessary to confirm/verify his identity before entering into transactions or to refuse to enter into the transaction requested if he has reservations about the caller's identity. The Customer acknowledges that the combined use of the Customer's personal codes determine his identity, point to him personally and have the same effects as if he had placed his signature. The Customer therefore accepts that every transaction carried out by the Bank originates from and is approved by the Customer, with any evidence in rebuttal being permitted. The Customer states that he knows that the instructions he gives orally may lead to a dispute regarding the existence or accuracy of such instructions and, in order to ensure the accuracy of the instructions and the quality level of the service he receives, he accepts and instructs the Bank to record all his conversations with Bank employees or representatives through the Phone Service Centre and thus to record and file all the instructions and conversations of the Customer in order to safeguard the interests of both parties and for transaction protection purposes.

The Customer declares that he hereby consents to such recordings being full proof of the conversation/instruction and of the time at which it took place, based on the Bank's automatic recording system, and that such items may be lawfully and admissibly used by the Bank before the competent authorities.

The Customer authorises the Bank to execute instructions sent to it via the Phone Banking service in the context of these and other terms, which may include, inter alia, instructions or the off-market sale of interest-bearing notes or Greek treasury bonds or bonds listed on the Athens Exchange subject to any special agreements such as repurchase or buy and sell back agreements. The Bank reserves the right to require that the Customer provide written confirmation of his instructions given using the Phone Banking service. The Bank may place restrictions on the type of transactions, their amounts, the hours and days on which the Phone Service Centre will be available and the number of instructions transmitted through the Phone Service Centre. Such limits will be communicated to the Customer through the Bank's branches and/or the HSBC Phone Banking service. The time frame for the execution of payment instructions is shown in the cut-off times table and the currency conversion cut-off times table and the Customer knows that these tables are available, as in force at the time, from branches, through the HSBC Phone Banking service, at the Bank's website and through the HSBC Internet Banking service and in accordance with the terms and conditions of the Bank's framework contract for payment services.

4. BANK DISCLAIMER

Having regard to technological developments and the fact that the transmission of information using telecommunications / alternative networks is exposed to the risk of malicious interception ('phishing') or to the content and details of the Customer's instructions by third parties, the Bank shall bear no responsibility if, notwithstanding due diligence on its part and after having taken all reasonable measures in business practice, the confidentiality of information relating to the Customer is infringed or if his instructions to the Bank are altered.

The Bank shall not be liable for any loss incurred by the Customer or third parties where the transaction is carried out by or with a third party who knew the information required to verify the Customer's identity, and in particular in cases where that third party was authorised by the Customer, or because of disclosure of the Customer's PBN or Phone Banking PIN.

The Bank shall be liable to the Customer where there are lawful grounds for liability only on the basis of fraud or gross negligence. The Bank's liability shall not, under any circumstances, include the restitution of indirect losses incurred.

The Customer acknowledges and accepts that the Bank shall make every reasonable effort to ensure proper and immediate customer service via its Phone Service Centre but shall not be liable in any way for any technical or other problem or issue which arises or may occur in relation to phone services, and consequently with the Phone Service Centre before or during any phone call made by the Customer to the Bank for which (problem or issue) only the telephone provider is responsible. The service may be temporarily unavailable for regular maintenance. Every effort will be made by the Bank to inform customers about this beforehand or, where this is not feasible, immediately after and using the most expedient means available.

5 DURATION – SUSPENSION AND TERMINATION OF THE USE OF / ACCESS TO THE SERVICE - TERMINATION

The duration of this contract is indefinite. The Customer shall be entitled to request termination of use of the service at any time either by sending notice in writing to the Service or to any Bank department. The Bank shall execute the Customer's access termination order on the same day, provided that the order is given during working hours.

Also, the Bank reserves its right to suspend or terminate the use of the service by the Customer and terminate this individual contract where at least one of the following reasons applies: (a) the service is used in an irregular manner by the Customer; (b) any of these terms or other obligations towards the Bank or third parties are infringed; (c) the Customer becomes insolvent or untrustworthy or his credit rating is reduced; (d) for reasons related to transactions' safety (e) there are technical grounds which require the safeguarding of the Customer's and the Bank's interests. In any case, the service will only be suspended or terminated by the Bank after the Customer has been notified in writing. This notice will be sent to the latest mailing address provided to the Bank and will be effective thirty (30) days after it is given, except where a new PIN is sent for the reactivation of the service in accordance with the terms of this contract.

6. All terms of the general provisions of Section I and Section VII of these Terms apply.

PART V SPECIAL TERMS FOR HSBC PREMIER CUSTOMERS

A. HSBC PREMIER SERVICES

- 1.1 The following Special HSBC Premier Terms ('the Premier Terms') govern the business relations between the Bank and the customer who meets the conditions set under term 1.2 below from time to time and is therefore a Premier Customer, as these business relations regard the provision of HSBC Premier services, as described and governed by the present terms. The remaining business relations between the Premier Customer and the Bank are governed by the Terms.
- 1.2 The Premier Terms supplement or modify the Terms and, being an integral part of the latter, are mutually agreed by the parties as substantial in their entirety; in case of inconsistency, the Premier Terms shall prevail for issues related to the Premier services.

The HSBC Premier services are provided to the Premier Customer who meets such conditions as the Bank may from time to time specify in its absolute discretion. The Bank reserves the right to modify these conditions at any time and shall inform the Premier Customer of such modification. In case of modification of these eligibility conditions for the Premier services, the Bank shall be entitled, upon notice in writing to the Premier Customer, to stop the provision of HSBC Premier service and to replace the Premier products and their special pricing with the corresponding products offered to the Bank's customers who do not meet the eligibility conditions for HSBC Premier services. If the Premier Customer does not consent to the above replacement, the Bank may terminate the Premier Terms, discontinue the business relationship with the Premier Customer and claim the full repayment of all outstanding debit balances due to the Bank.

- 1.3 The Premier Customer hereby consents to the transmission of his personal data to and processing by other companies of the HSBC Group within or outside the European Union, so that the Premier Customer can enjoy certain benefits provided to Premier customers worldwide by the HSBC Group.
- 1.4 The Premier Customer hereby acknowledges and accepts that if he objects, at any time, to the transmission of his personal data to and processing by other companies of the HSBC Group, this objection will entail the cancellation of the provision of the HSBC Premier service to him, and he will no longer be considered and treated as a Premier Customer since such objection will substantially hinder the due and uniform provision of HSBC Premier service on a global level.

B. SPECIAL TERMS OF THE CONTRACT FOR THE ISSUANCE AND USE OF AN HSBC PREMIER MASTERCARD

1. The Bank agrees to provide the Premier Customer with an HSBC Premier MasterCard main credit card ('Main Card') upon his request or upon request by the Premier Customer's spouse and/or a first-degree relative of the Premier Customer, such request to be countersigned by the Premier Customer. The Bank shall provide up to a maximum of two additional Premier MasterCard credit cards ('Additional Credit Cards') in the name of the Premier Customer's spouse and/or first-degree relative respectively ('Additional Cardholder') in line with the following terms and conditions, in conjunction with terms of Section A of Part III of the Terms and Part VII of the Terms, as in force at the time, and subject to the corresponding approved credit limit, as this is set from time to time by the Bank at its own discretion for each Bank product and customer category with any corresponding fees and surcharges or exemptions applicable to each customer category according to the Banks services and products price list in force at the time, which price list is available at the Bank's branches and website and through the HSBC Phone Banking and HSBC Internet Banking services and according to the applicable from time to time standard European information for credit agreements in relation to the credit card agreement, which are provided and signed by the Customer and constitute integral part of this credit card agreement and according to these present terms.
2. The Premier Customer and the Additional Cardholder expressly and unreservedly state and accept that they acknowledge that they applied for this service after the Bank provided them with sufficient explanations so that each of them could assess that the special terms, the terms of contract for the issuance of a credit card under Part III of the Terms and this contract are compatible with his needs and financial status and that clarifications were provided to them, where required, on the information given to them before this contract was concluded and the main attributes of the contract and the effects that these may have for them were pointed out, including the consequences of being in arrears.
3. If the Premier Customer ceases to meet the conditions for the Premier service, as these are set by the Bank from time to time at its own discretion, then he must transfer the balance of the Main and Additional Premier Card to another credit card's account also issued by the Bank, which card will be provided to him upon his request and as long as the corresponding conditions are met. If the Premier Customer refuses to carry out this balance transfer, he must return every Premier credit card (Main or Additional) and must also immediately repay the debt balance in accordance with term of Part of the Terms, with the additional ground for termination being the non-compliance with the conditions for the provision of the Premier service and with this term.
4. The Premier Customer and any Additional Cardholder, shall, using the Main and Additional Card respectively, be entitled to enter into transactions to pay the purchase price of goods and/or services on credit with all merchants displaying the MasterCard International logo who have an agreement with the MasterCard network, in Greece or abroad (hereinafter 'Merchants' or 'Merchant') in the context of good faith and his financial abilities. The Main and Additional Card are denominated in euro and the Premier Customer and any Additional Cardholder shall be obliged to settle the debt in euro. The Premier Customer and any Additional Cardholder may make payments or obtain cash advances in other currencies, depending on the country in which the transaction instruction originates, the merchant's nationality, etc. The same also applies to ATMs linked to MASTERCARD.
5. The Premier Customer and any Additional Cardholder shall also be obliged to destroy the notification slip and to promptly inform the Bank where there are suspicions that the Card PIN has been stolen or lost or has been disclosed or is not be used in an approved manner, only by contacting the Bank's Phone Banking service and only by talking with an agent of the Bank at the service, and not using the Interactive Voice Response (IVR) system on that service, by calling 800 11 72000 / +30 210 69 62 190 or any other number which may be notified to the Premier Customer. The Premier Customer must also state whether he wishes the PIN to be immediately replaced or not. Moreover, if the Premier Customer does not receive the Card PIN notification within 15 days from the date on which the Main or any Additional Card was issued or re-issued, he must promptly notify the Bank in writing or call Card Services on 801 11 72000 / + 30 210 69 62 070 or any other number notified to the Premier Customer. In all events, the Bank reserves the right to request that the Premier Customer provide written notification of the above.
6. Also, the Premier Customer and any Additional Cardholder must promptly inform the Bank at the Lost Cards Helpline by calling the Loss / Theft Reporting Service on 800 11 72000 / +30 210 69 62 190 or any other number notified to the Premier Customer, once they realise that the Main or any Additional Card or the corresponding Card PIN has been lost or stolen or is being used by an unauthorised person or in an unauthorised manner. In all events, the Bank reserves the right to request that the Customer provide written notification of the above.

7. Transactions in a foreign currency entered into using the Main Card and/or any Additional Card shall be subject to charges which depend on the place where the transaction was executed and shall be applied within quantitative limits set from time to time by the banks whose ATMs are used. Any debt arising from such transactions in countries outside the eurozone shall be converted into euro at the exchange rate (sale price) which applies on the date on which the transaction was debited to the account in accordance with MASTERCARD procedures, and consequently the conversion date may not be the same as the transaction date. The Bank has no control over and is not liable for the time at which data is processed by MASTERCARD and such processing may involve expenses of intermediary credit institutions. The Bank may provide an indicative exchange rate cost on the transaction date if the Premier Customer contacts the Bank but in general that does not mean that it will be the cost which is actually calculated and applied since exchange rates change from the transaction date to the date on which the transaction is debited to the account. In addition to the charges, the Premier Customer may also be required to pay a transaction fee by a bank in the country where the transaction was processed. The Monthly Statement shall show the cost of said transactions in detail.
8. There is a charge for using the means of payment when the payment is carried out abroad and is not in euros, in which case currency conversion may be required. More specifically, the charges for transactions which take place outside the eurozone are converted to euro at the rate set by MasterCard International and any expenses incurred are added to them, which stand at 2%, 1% of which shall be withheld by MasterCard International.
9. This credit card is offered with a free subscription for both the Main Card and the Additional Card.
10. Regarding the contractual interest: Where the entire amount owed is paid in full within the deadline specified in the Monthly Statement, that amount shall be subject to interest with the exception of cash advances (loans) where contractual interest shall be payable from the date of withdrawal. Where part of the amount owed is not paid within the deadline specified in the Monthly Statement, the total amount owed and any new transactions shall be subject to interest at a floating rate from the date on which the Bank paid for that transaction and the entry was made in its official books until the date on which the amount owed is paid in full. The floating rate shall be the interest rate used by the Bank for the specific category of loans and is defined in the standard European information for credit agreements in relation to the said credit card agreement which constitute an integral part of this agreement plus the Law 128/1975 levy (currently 0.6%). Each time the minimum supply rate changes for European Central Bank main refinancing operations changes, the Bank may change its interest rate for the specific category of loans. The applicable interest rate from time to time shall be cited in the Monthly Statement. By way of exception, cash advances (loans) shall bear interest from the date of withdrawal and transfer of the balance shall be effective from the date on which the Bank made the transfer. It is agreed that any change in the interest rate shall be notified by publishing a notice in the daily press and by including reference to this in the Monthly Statement. Compound interest issues are regulated by the relevant provisions of law and capitalisation shall take place every six months. Interest is calculated on the basis of a 365-day year.

The total Annual Percentage Rate of charge (APR) is the total cost of the loan for the Premier Customer expressed as an annual percentage of the total amount of the credit limit for the loan, which expresses on an annualised basis the equivalence between the total present value of the drawdowns and the total present value of repaid instalments and charges paid, and the present value of all future or current liabilities (loans, repayments and charges). The APR is calculated on the assumption that the credit agreement remains in force for the entire agreed term and that the Bank and Premier Customer and the Additional Cardholder discharge their obligations in accordance with the terms and conditions and on the dates which have been specified in the credit agreement. In the case of credit agreements which contain clauses which permit fluctuations in the borrowing rates, where appropriate, charges which form part of the APR but whose level cannot be precisely determined at the time the APR is calculated, shall be calculated on the assumption that the borrowing rate and other charges shall remain fixed in relation to the initial level and shall apply until the credit agreement expires. For such an agreement, the APR shall be calculated using the additional assumptions (c), (d) and (i) –the latter applying in the case of balance transfers– laid down in Annex I of Joint Ministerial Decision No. Z1-699/2010 (Government Gazette 917/B/23.6.2010); in other words, since the consumer is capable of freely choosing drawdowns but, of the various drawdown methods available, a restriction is imposed on the amount and time period, it shall be presumed that the amount of credit is drawn down on the first date specified in the credit agreement and that this is done in accordance with the drawdown limits specified. Moreover, if the repayment schedule is not specified it is accepted that credit is provided for a time period of one year and that the credit shall be repaid in 12 equal monthly instalments, and that if various interest rates and charges are offered in the case of a balance transfer for a limited time period, or amount, the interest rate and charge will be considered to be the highest for the entire duration of the credit agreement. The APR may be altered at any time where at least one of the cost factors changes (loan interest rate, Law 128/1975 levy, costs, insurance premiums, etc.). Since the card is used as a credit card, the total Annual Percentage Rate of charge (APR) is expressed as a percentage and corresponds solely and exclusively to assumptions made in the numerical example which the Premier Customer and Additional Cardholder were made aware of and which they accepted when signing the relevant application for, the payment services framework agreement and the General Terms and Conditions for Retail Banking Customers. The APR example for the Main and Additional Card is indicated in the applicable from time to time standard European information for credit agreements in relation to the said credit card and which constitute an integral part of this agreement. This stands for the APR example for the Gold main credit card.

Any change in the conditions stated in the example in relation to the amounts or frequency of payments or purchases of products and services related to the specific Premier Customer and/or any Additional Cardholder and/or additional card

subscription fee shall, as a matter of course, increase or decrease the APR. The APR may be changed by the Bank if the cost factors comprising it change (interest rate, Law 128/1975 levy, subscription fee, minimum payment percentage), in which case the Premier Customer shall be informed about the new APR in the Monthly Statement.

11. In addition to the payment methods mentioned in Section A of Part III of the Terms, the Premier Customer may pay the amounts billed in the Monthly Statements by calling the Premier Priority Line instead of the Phone Service Centre, provided that he is a subscriber.
12. Moreover, the Premier Customer may make cash withdrawals in the form of a loan from ATMs abroad and only from ATMs in Greece from an account linked with his credit card.

C. POINTS SCHEME TO REWARD THE USE OF HSBC PREMIER MASTERCARD CREDIT CARDS

Description

The Bank offers the Premier Customer the option to participate in the "Points Scheme to reward the use of Premier Credit Cards" (hereinafter the 'Scheme'), which the Premier Customer may participate in after applying in writing or via the HSBC Phone Banking Service (by speaking with an agent and not through the Interactive Voice Response System). Under this Scheme, the Bank offers the Premier Customer points (hereinafter the 'Points') as a reward for proper use of the Premier Card, in accordance with the specific terms and conditions set out herein (hereinafter 'These Terms'). The Points accrue depending on the use of the Main and any Additional Premier Cards. More specifically, a purchase transaction worth one euro (€ 1.00) entered into using the HSBC Premier MasterCard credit card will be calculated as corresponding to one (1) Point. The Points calculated in that manner will be available at the Premier Customer's option in each case in any of the following ways:

- The Points may be converted into air miles (hereinafter 'Qmiles') and carried over to the Privilege Club scheme run by "Qatar Airways Q.C.S.C." (hereinafter 'Qatar Airways'). For the purpose of converting Points to Qmiles, it is necessary for the Premier Customer to join the Qatar Airways Privilege Club and become a member of the Privilege Club in accordance with the specific terms and conditions laid down by Qatar Airways which are set out on the website <http://www.qatarairways.com>. The conversion of Points to Qmiles shall be done at a ratio of 1 to 1, in other words, one (1) accrued Point shall correspond to and be converted to one (1) Qmile.
- By redeeming them and making them available for any charitable purpose as announced from time to time by the Bank. The redemption of points for use for charitable purposes shall be done at a ratio of 100 to 1, in other words, one hundred (100) accrued points shall correspond to and be converted to one euro (€ 1.00).
- By redeeming or converting the Points in any other manner offered by the Bank to the Premier Customer.

Points shall be offered by the Bank to the Premier Customer for any purchase entered into by him using the Main Card and/or any Additional Cards by debiting the cost of the purchase to the Premier Main Card and/or any Premier Additional Cards, at merchants bearing the MasterCard International logo which have contracted with the MasterCard network in Greece or abroad (hereinafter the 'transaction/s'). Points shall be made available exclusively for purchases; any all other transactions including cash advances or debits shall be precluded from the Scheme.

Points shall be provided by the Bank solely and exclusively to the holder of the Premier Main Card and the right to convert / redeem the accrued Points shall belong and shall be recognised as belonging solely to him.

The Bank shall be entitled to charge Scheme management costs arising from registration of the Premier Customer with the Scheme and may periodically revise such costs. The costs shall be notified to the Premier Customer by posting them in the Bank's fee schedule and/or in any other lawful manner which the latter may choose.

Calculation of Points

The Bank shall calculate the Points and they shall accrue on a monthly basis, depending on the number of transactions entered into by the Premier Customer, and the Points shall appear in the Monthly Statement. The Points arising from that number of transactions entered into not shown in the Monthly Statement shall be calculated when those transactions appear in the next Monthly Statement. Points for purchases made on credit in instalments shall be calculated and shall accrue for the value of each instalment which appears in the Monthly Statement and not for the entire amount of the transaction to which the individual instalments relate.

In the case of transactions entered into via any Premier Additional Card, the Points shall be calculated and shall accrue under these same Terms, and shall be added to the total Points for the Premier Main Card.

In the case where the sum of all individual Points which accrue does not result in an integer, that figure shall be rounded off to the closest integer. More specifically, fractional numbers from 0.01 to 0.49 shall be rounded down to the closest integer and fractional numbers from 0.50 to 0.99 shall be rounded up to the closest integer.

In the case where Points are calculated and/or presented in the Monthly Statement for a Premier Customer by mistake in a manner different from the one specified in These Terms, the Bank shall reject them and cancel them without any obligation to provide prior or subsequent notice. Where the erroneous Points specified above have been used the Bank shall cancel an equal number of Points from those Points acquired after the mistake is identified.

Use of the Points which are computed and which appear in the Monthly Statement by converting or redeeming them under the terms and conditions above shall automatically entail cancellation of those Points.

Provision of information – Availability

The Premier Customer shall be notified about the Points accruing from use of the Premier Main Card and/or any Premier Additional Card in the manner specified above in the Monthly Statement which shall show in each case the total Points accruing for purchases made during the period covered by the Monthly Statement, having been booked and appearing in that statement.

Alternatively, the Premier Customer shall obtain notice about the Points made above using any other lawful means the Bank selects from time to time, or which is appropriate in the Bank's view. The Premier Customer accepts all information provided in such way as valid and effective.

In the case of the term above concerning the Qmiles which arise from conversion of the Points, the Points shall be available to the Premier Customer for redemption under the specific provisions laid down by Qatar Airways after the passage of 5 working days from the date on which they appear in the Monthly Statement.

Cancellation – Non-recognition – Transfer of Points

- In the case where any of the following events occur, the Bank shall cancel all Points which were calculated or appeared in the Monthly Statement up until the occurrence of the event and the Premier Customer shall have no claim for those Points and the Bank shall cease calculating such points thereafter:
- In the event of delay in paying any amount which is an interim payment or an amount specified as payable immediately in the Monthly Statement for the Premier Main Card, after a period of 30 days. Where the debts are paid, the Bank shall calculate new Points solely and exclusively for transactions entered into one working day after the date on which the Monthly Statement is issued showing that the Premier Customer has ceased to be in arrears. New Points shall not be added to the Points which had been calculated before the delay, since such Points have become invalid and ineffective.
- In the case of closure or cancellation of the Premier Card.
- In the case where the agreement for issuance and use of the HSBC Premier MasterCard Credit Card is rescinded.
- In any case where the Bank is entitled to rescind the HSBC Premier MasterCard agreement.
- In the case of the third indent of the first paragraphs of the term below entitled 'Other Terms'.

Theft – Loss of Card

In the event where the Premier Main Card and/or any HSBC Premier Additional Cards are lost or stolen, where a similar Card is re-issued, the Points balance shall be transferred to the new Card subject to the proviso set out directly below.

In the case where the Premier Main Card and/or any Premier Additional Card which has been lost or stolen is used unlawfully, the Points corresponding to the transactions entered into due to such unlawful use shall not be recognised where the Premier Customer is released from liability for those transactions.

Terms and Conditions for converting Points to Qmiles

In order to convert Points to air miles (Qmiles) and to transfer them to the Qatar Airways Privilege Club scheme the Premier Customer must voluntarily, acting of his own initiative, opt to enter into agreement with Qatar Airways and to establish a specific and separate contractual relationship compared to his relationship with the Bank.

The Premier Customer's decision to enter into agreement with Qatar Airways shall lie at his exclusive discretion and shall exclusively be a matter of his own choice. The Bank shall have no involvement in the relationship between the Premier Customer and Qatar Airways and shall bear no liability for the legitimacy, suitability, or binding effect or results from applying the terms and conditions laid down by the latter for membership of the Qatar Airways Privilege Club scheme and in general for any matter relating to such relationship, such as proper provision of services by Qatar Airways to the Premier Customer.

In light of the above, the Bank shall bear no liability for any refusal, omission or delay on the part of Qatar Airways in redeeming the Points and/or for any real or legal defect which may exist or arise in the future relating to the redemption of such Points by it.

Personal Data

In order to give effect to the Premier Customer's choice to convert Points to Qmiles via the specific partnership with Qatar Airways and/or to redeem Points and make them available for some charitable purpose under the other specific Terms and conditions hereof, it is necessary for his personal data to be sent by the Bank to Qatar Airways to be processed, and/or to be sent to any charitable institutions or organisations to which the points arising from redemption of the Points is to be made available.

In order to achieve that, the Premier Customer expressly and unreservedly grants his approval under these Terms and consents to and grants a special mandate to the Bank to it to transfer his particulars in accordance with the provisions of Law 2472/1997 as in force to Qatar Airways and to any charitable institutions or organisations, etc. as appropriate in each case.

Other Terms

The Bank shall be entitled at any time, without giving prior notice to the Premier Customer, to amend and/or repeal in whole or in part, at its exclusive and unfettered discretion, any of the terms and conditions of the Reward Scheme. Points acquired before any such amendment of those terms shall be governed by the new terms, as they stand after their amendment / repeal, irrespective of the time at which the points were acquired. Likewise, Points acquired before the rescission of these terms, where not redeemed / converted before the rescission, shall become invalid and ineffective, and the Premier Customer shall have no claim for redemption or conversion of those Points.

The Bank shall bear no liability to the Premier Customer in the case of redemption of the Points by any unauthorised person.

These terms of the Reward Scheme shall not give rise to any claim or demand by the Premier Customer against the Bank apart from the claim to redeem Points in the manner specified in these terms, for such time as the scheme is in effect or the Premier Customer is a member of the scheme. Likewise, any repeal of these terms in the future shall not give rise to any claim by the Premier Customer for any cancellation of a right of expectation on his part.

The Bank's failure or inactivity in exercising any right deriving from these terms shall not be taken as a waiver of that right. The Bank shall be entitled to exercise any such right at any time, in whole or in part, at its exclusive discretion.

All other terms agreed which relate to the issuance and use of the Main and/or any Additional Premier MasterCard shall continue to remain in full effect and shall be applied to these terms where not amended by them.

When an application is submitted to the Bank for membership of the Scheme, the Premier Customer shall fully accept without any reservation, conditions or restrictions, the application of all these terms and conditions.

D. SPECIAL TERMS OF THE OVERDRAFT FACILITY CONTRACT

It is hereby agreed that the terms of the overdraft facility contract of Section B of Part III of the Terms also apply to Premier Customers, subject to the corresponding approved overdraft limit, as this is set by the Bank from time to time at its own discretion for Premier Customers and without prejudice to any corresponding fees and surcharges or exemptions applicable to Premier Customers according to the Bank's services and products price list applicable at the time, as this price list is available at the Bank's branches and website and through the HSBC Phone Banking service (by speaking with an agent and not through the Interactive Voice Response System) and the HSBC Internet Banking service, and also according to the following special terms on APR and the APR example as indicated in the applicable from time standard European information for credit agreements in relation to the said overdraft agreement, and always as an integral part of the terms and conditions of the overdraft facility contract of Section B of Part III of the Terms and of the Bank's framework contract for payment services of Part VII of the Terms, as in force at the time.

PART VI

SPECIAL TERMS OF THE HSBC ADVANCE SERVICE WITH REGARD TO THE REWARD SCHEME OF SECTION C OF PART V OF THE TERMS FOR THE USE OF VISA GOLD ADVANCE CREDIT CARDS

Regarding the VISA GOLD credit card, which is also provided to Advance customers, as these are selected after applying and after accepting the terms and conditions of the HSBC Advance service, the terms of the contract for the issuance and use of a VISA credit card (Section A of Part III of the Terms) apply, however without prejudice of the corresponding approved credit limit, as this is set by the Bank from time to time at its own discretion for Advance Customers and any corresponding fees and surcharges or exemptions according to the Bank's services and products price list applicable at the time, as this price list is available at the Bank's branches and website and through the HSBC Phone Banking service (by speaking with an agent and not through the Interactive Voice Response System) and the HSBC Internet Banking service, and with the additional benefit of the Points Scheme to Reward the Use of VISA GOLD ADVANCE Credit Cards, the terms of which are laid out in Section C of Part V of the Terms for Advance customers, with the difference that all references to Premier customers will mean and apply to Advance customers.

The Customer, since becoming an Advance customer and a holder of a VISA GOLD ADVANCE Main Card, and every VISA GOLD ADVANCE Additional Cardholder expressly and unreservedly agree and accept that the previous paragraph is more specific and supplementary to the terms of the contract for the issuance and use of a VISA (Classic or Gold) credit card laid out in Section A of Part III of the Terms and has supplementary effect, with all other matters being governed by the terms and agreements of Section of Part III and of Part VII of the Terms.

PART VII

FRAMEWORK CONTRACT FOR PAYMENT SERVICES (PAYMENT TRANSACTIONS)

The following terms of this framework contract for payment services (as defined hereunder) shall govern the payment services and payment transactions (as defined below) between the Bank's branches and the customer, including Premier and Advance customers in their capacity as users of payment services to and from payment accounts (as these are defined below) which are provided when both the payer's payment services provider and the payee's payment services provider or the one and only payment services provider are/is established within the European Union and the currency of the payment transaction is in euros or in the currency of an EU Member State which does not participate in the eurozone, in conjunction with the General Terms and Conditions for individuals and/or terms of

any individual banking contract which are included in these terms or are provided separately, however with those being an integral part of the present terms.

The Customer, in his capacity as a user of payment services, states that he is aware that the Bank's parent company is HSBC Holdings plc, which was duly established under the laws of England and Wales and that the Bank was established under the laws of England and Wales and is registered on 8 Canada Square, London E14 5HQ, London, UK, and is regulated by the Financial Services Authority (FSA) under FSA reg. no. 114216 and Company Reg. No. 14259 and is duly established in Greece under a license issued by its regulatory authority, namely the Bank of Greece, and is also a regular member of the Hellenic Bank Association, with its Tax Reg. No. being 098031225 and its BIC/SWIFT code being MIDLGRAA. It is agreed that, for the purposes of this framework contract for payment services, as these are defined below, to and from the payment accounts held by its customers, the Bank shall be defined and mentioned as a payment service provider, either as a payer or as a payee of payment services

Definitions:

“Framework Contract”: the payment services contract which governs the future execution of individual and successive payment transactions, which may contain the obligation and the conditions for setting up a payment account which may be incorporated into the Bank's transaction terms or provided separately, always including the documents, application forms, instructions, guidelines and terms and conditions for all service channels, the services price lists, cut-off time tables, currency conversion cut-off time tables for payment transactions and any other document relating to the terms of the framework contract for payment services, which form an indispensable part of the framework contract as amended from time to time. This framework contract for payment services forms an indispensable part of the General Terms and Conditions for Individuals and of the individual banking contracts for payment instruments, as in force at the time.

“Payment Transaction”: an action taken by a payer or payee in the form of disposal of, transfer or withdrawal of cash amounts, irrespective of any underlying obligation between the payer and payee.

“Payer”: the person who has a payment account and allows payment instructions to be given from that account.

“Payee”: the person who is the end recipient of cash amounts which are the subject of a payment transaction.

“Payment Services Provider”: the Bank when it provides payment services to the Customer as a payment service user or in his capacity as the payer or payee, or in both capacities.

“Payment Account”: the account held in the name of one or more users of payment services and used for the purpose of entering into payment transactions.

“Payment Order”: any instruction by the payer or payee to his respective payment service provider requesting the execution of a payment transaction.

“Money Remittance”: a payment service in the context of which money is received from a payer without requiring the opening of a payment account in the payer's or payee's name, for the sole purpose of transferring an equivalent amount to a payee or to another payment service provider acting on behalf of the payee, and/or receiving such money on behalf of the payee and placing them at his disposal.

“Direct Debit”: a payment service for debiting a payer's payment account, where a payment transaction is initiated by the payee with the payer's consent having been given to the payee, to the payee's payment service provider or to the payer's own payment service provider;

“SEPA Direct Debit”: a direct debit which is subject to the SEPA Direct Debit Rules which have been issued by the European Payments Council in accordance with which payments are executed in euro to and from an account with SEPA.

“SEPA Direct Debit (SDD) Core Scheme”: the core direct debit scheme as described by the European Payments Council and especially by the SEPA Direct Debit Rulebook.

“SEPA Direct Debit Rulebook”: the document entitled SEPA Direct Debit Rulebook v. 3.4/2009 (as amended and in force from time to time) which lays down the rules which credit institutions wishing to participate in the SDD Core Scheme must comply with and which is available on the European Payments Council website (or the Greek website or the Bank's website) or in hard copy upon request.

“SEPA Direct Debit Transactions”: direct debit transactions to an undertaking or organisation or third party by debiting the Customer's account, where such transactions can differ in each case in terms of amount or date. Each individual payment shall be initiated by the undertaking, organisation or third party. Expressions defined in the SDD Rulebook shall have the same meaning in this contract.

“Value Date”: a reference time used by a payment service provider for the calculation of interest on the funds debited from or credited to a payment account;

“Reference Exchange Rate”: the exchange rate used as the basis for calculating each currency conversion, which is available from the paying service provider or from a source available to the public.

“Authentication”: the procedure which permits the paying service provider to verify use of a specific payment instrument, including personalised security features.

“Reference Interest Rate”: the interest rate used as the basis for calculation of interest, from a source available to the public or which can be verified by both parties to the contract for the provision of payment services.

“Unique Identifier”: a combination of letters, numbers or symbols specified to the payment service user by the payment service provider, which the payment service user must provide to identify unambiguously the other payment service user and/or his payment account for a payment transaction;

“Payment Instrument”: any personalised device(s) and/or set of procedures agreed between the payment service user and the payment service provider and used by the payment service user to initiate a payment order;

“Means of Remote Communication”: any means which, without the simultaneous physical presence of the paying service provider and the payment service user, may be used for the conclusion of a payment services contract.

“Durable Medium”: any instrument which enables the payment service user to store information addressed personally to him in a way accessible for future reference for a period of time adequate to the purposes of the information and which allows the unchanged reproduction of the information stored.

“Working Day”: a day on which the payment service provider of the payer or of the payee involved in the execution of a payment transaction is open for business as required for the execution of a payment transaction and the days on which the TARGET 2 system is operational (for euro-denominated transactions) as working days are defined by the Bank of Greece and the European Central Bank, in conjunction with the cut-off times per service channel and transaction type and the currency conversion cut-off times, which are available in branches, on the Bank’s website and through the HSBC Phone Banking and HSBC Internet Banking services. With regard to alternative payment services channels, i.e. the Bank’s ATMs in Greece and abroad and the ATMs of banks collaborating with the Bank’s, it relates to the operations cut-off time for banking transactions through HSBC Phone Banking (08.00 – 20.00, on working days Monday to Friday) and HSBC Internet Banking (from approximately 10.00 to approximately 22.00 of the same day).

I. TRANSPARENCY OF TERMS AND INFORMATION REQUIREMENTS THAT GOVERN PAYMENT SERVICES

Prior provision of general information about payment transactions covered by the framework contract:

The Bank as payment service provider provides to the Customer as payment service user with information and with the terms relating to payment transactions in hard copy or other durable medium in the Greek language or in the English language at the payment service user’s demand, in due time before the payment service user is bound by the framework contract or offer, at branches, via the HSBC Internet Banking service on the Bank’s website or the HSBC Phone Banking service. The Customer acknowledges that the Company’s information obligations are met with the provision of a copy of the draft agreement including the required information and terms. The Greek text of the payment services framework contract is the only binding one and any foreign translation/rendering serves only the purpose of facilitation.

INFORMATION AND TERMS OF THE FRAMEWORK CONTRACT

Payment Service Provider

In all events, the Customer as payment service user acknowledges and accepts that he is aware of the name of the Bank as provider of the payment services, the addressed of its central offices and branch addresses in Greece, the address of its central management as well as the particulars of the communication with the Bank as the payment service provider, as well as the particulars of the competent supervisory authority, as mentioned above.

Use of Payment Services

Main features of payment services and information – unique identifier

As the payment service provider the Bank hereby informs the Customer that it provides the following payment services through the following payment service channels which are available today:

1. Services which permit the placement of cash in a payment account in-branch, using the ATMs of the Bank or other banks which collaborate with the Bank where the payment instruments are a cash card and/or credit card issued by the Bank, as well as all the other tasks required to keep the payment account.
2. Services which permit the withdrawal of cash from a payment account in-branch, using the ATMs of the Bank or other banks which collaborate with the Bank where the payment instruments are a cash card and/or credit card issued by the Bank, as well as all the other tasks required to keep the payment account.
3. The execution of payment transactions including fund transfers, to a payment account which has been opened by the user at the payment service provider or with another payment service provider in-branch, using the ATMs of the Bank or other banks which collaborate with the Bank where the payment instruments are a cash card and/or credit card issued by the Bank, using the HSBC Phone Banking service or using the HSBC Internet Banking service, utilising the relevant payment instrument/identifier, and specifically to:
 - execute direct debits, including one-off direct debits,
 - execute payment transactions through a payment card or a similar medium,
 - execute credit transfers, including standing orders.
4. Execution of payment transactions, in the framework of which the funds are covered by exposure for the payment service user, in-branch, using the HSBC Phone Banking service, the HSBC Internet Banking service, using the relevant payment instrument, provided they are subscribers to those services and specifically:
 - execute direct debits, including one-off direct debits,
 - execute payment transactions through a payment card or a similar medium,
 - execute credit transfers, including standing orders.
5. SEPA payments in-branch and/or using any alternative network that provides such possibility.
6. SWIFT payments
7. Issuing and/or acquiring of payment instruments.

8. Wire transfer service in-branch or using any alternative network that provides such possibility.

Payment instructions shall be given using a Bank form or in writing, in another format which contains all information required to execute the payment transaction, lawfully signed or in accordance with the usage rules for each payment instrument. The Bank may enter into SEPA Direct Debit transactions provided they are in accordance with the SEPA Direct Debit Rulebook and provided the payer has filled out the SEPA Direct Debit authorisation form for the payee (enterprise, organisation or third party). The SEPA Direct Debit authorisation form must be in writing. In all events, the relevant authorisation may be withdrawn by the Customer at any time by notifying the Bank before the end of the day on which the payment is due. Moreover, the Customer must inform the payee's bank about withdrawal of the SEPA Direct Debit Authorisation.

The Customer acknowledges and accepts that he will comply with the terms and conditions of each SEPA Direct Debit Authorisation which has been agreed with the payee's bank, shall be entitled to have funds returned only within the relevant times specified in the SEPA Direct Debit Rulebook, shall resolve any disputed transaction directly with the payee's bank and accepts that the obligations of the payer's bank (debtor bank) and the payee's bank in accordance with the Scheme are not subject to claims or rights of appeal in accordance with the contract or other agreement between the debtor and the payee. The provisions of this term shall also apply to the Bank's special or universal beneficiaries. The Customer acknowledges that the Bank shall ensure that it complies with the provisions on the transfer of the Customer's account to another debtor bank as specified in the SEPA Direct Debit Rulebook and shall provide the Customer with the necessary information about the rights and obligations of the debtor, the debtor bank and the payee's bank in relation to any SEPA Direct Debit before the debtor's account is debited, in accordance with the relevant provisions of the Rulebook.

Moreover, the Bank shall also provide direct debit services on the basis of instructions which the user shall provide to the Bank with obligations and rights similar to those which apply to SEPA direct debits, in accordance with the above. The SEPA Direct Debit allows direct debit transactions for the entire SEPA. The Customer may give direct debit instructions for any of the accounts held in euro. The Customer may at any time declare to the Bank that he does not allow SEPA direct debit transactions from his accounts. The Customer must comply with the terms of his instructions and resolve any difference that arises related to any payment directly with the other party of the instruction. The terms agreed in the Customer's instructions do not affect the Bank's obligations in the framework of the SEPA Direct Debit Scheme.

The information which the payment service user must provide to the payment service provider in order to correctly execute payment instructions is: the amount and currency of the payment transaction, the correct and accurate particulars of the payee bank, the BIC/SWIFT for the payee's bank, the international bank account number (IBAN), the name and address of the payee and his IBAN, or any information which may be requested by the Bank. Moreover, where bills are paid, the date on which the account is to be debited for the payment transaction must be provided as the value date, as well as any reference to payment other than reference to the payer/payee. In the case of direct debits where the Bank is the debtor bank, after the direct debit instruction is first received in which the Bank has provided the authorisation particulars, the Bank may execute the order without providing the necessary particulars of the payment service provider, but reserves the right, at all times, to request that information in order to execute the instruction. In the case of standing orders the user must specify the account debit date and in addition to the payee's particulars must also specify the frequency and duration of payment, the amount and anything which specifically identifies the payment. The IBAN and BIC/SWIFT can be found on payment account statements. In order to obtain the IBAN and BIC/SWIFT of the payee, the Customer must contact the payee from which that information is available.

The Customer as payment service user acknowledges and agrees that where the incoming payment instruction is executed based on his unique identifier, the instruction shall be presumed to have been properly executed in relation to the payee specified therein. If the information required to execute a payment instruction (like the unique identifier) for outgoing payment instructions, which is provided by the payment service user is erroneous or inaccurate, the Bank as payment service provider shall bear no liability for non-execution or delay or improper execution of the payment transaction. However, the Bank as payment service provider shall make concerted efforts to recover monies relating to the payment transaction and the Customer hereby acknowledges and agrees that the Bank shall be entitled to impose a charge on him for recovering such monies, which charge shall be notified to him by phone or by directly debiting his account. The Customer as payment service user acknowledges and accepts that where the payment service user provides additional information, the Bank as payment service provider shall only be liable for executing payment transactions in accordance with the unique identifier provided by the payment service user.

Approval of payment transactions – Consent – Withdrawal of consent

The Customer as payment service user hereby declares and acknowledges that by issuing a payment instruction or a series of payment transactions directly in-branch (by showing his ID card or an equivalent document as appropriate and the Customer's signature) or using alternative payment service channels of the Bank combined with use of the unique identifier / payment instrument (in line with the terms and conditions in individual banking contracts for provision and use of unique identifier/payment instruments) to the Bank as payment service provider, he grants irrevocable authorisation/consent as payment service user for the payment transaction to the Bank as payment service provider in accordance with the terms and conditions for providing payment services which are contained in this framework contract for the Bank's payment services and the contract for the provision and the use of payment

instruments, in which case the payment transaction instruction granted as above shall be deemed to have been approved by him.

Moreover, the Customer as payment service user acknowledges that execution of instructions for payment transactions by the Bank requires that there be adequate funds in his corresponding payment account or an adequate overdraft limit, or exposure where one has been agreed, which the Customer must be aware of and ensure. Where the Customer does not have adequate funds in the payment account or has exceeded the overdraft limit or the exposure approved by the Bank by virtue of an agreement which he is entitled to, the Customer acknowledges and accepts that the Bank shall be able and shall not execute any instruction and any expenses incurred shall be paid by the Customer. Where there are funds but they are not sufficient to cover all payment instructions from the Customer, the Bank shall execute payment instructions in chronological order. The Customer acknowledges that in order to ascertain that there are adequate funds in the payment account, the Bank shall take into account any instructions which have been executed but not yet debited to the Customer's account or which have been agreed to be executed. Moreover, the Bank may cancel a direct debit or standing order if there are not adequate funds or an available overdraft limit or exposure, where one has been agreed.

In the case of ATMs, combined use of the ATM and a cash card or credit card issued by the Bank and a PIN and/or a signature, shall grant the Customer access to services provided by the Bank through ATMs which appear on the ATM screen, and the screen shall provide information in each case whether the transaction can be executed or the reasons why it cannot be executed. Where the Customer uses the ATMs of associated banks or uses the DIAS interbank system or where currency conversion is required for the payment instruction to be executed, the Customer acknowledges that he will be charged for such use. Some bank ATMs show information about the charges applicable and it lies with the Customer to accept the charge or to continue with initiation of the transaction instruction. In all events, the Bank is not liable and shall not be deemed not to have discharged its obligations to the Customer where it is unable to execute transactions initiated at the ATMs of other banks, whether associated banks or not.

Also, during the use of the HSBC Internet Banking service, the Customer as payment service user acknowledges that only certain payment transactions may be initiated, depending on those available through this service upon registration for it, using the PBN and the personal identification number, following registration for the service, along with the username and selected personal secret question and corresponding secret answer (password), combined with the token. Before giving an instruction to be executed, the Customer as payment service user has been made aware of charges, the cut-off times and the currency conversion cut-off times as the value date for alternative service channels (10:00 – 22:00 approximately), must confirm its particulars and acknowledge that he approves its execution.

In the case of the HSBC Phone Banking service, the Customer acknowledges that conversations are recorded and gives instructions for payment transactions either directly to the Bank's agent or using the Interactive Voice Response System confirming the particulars of the instruction given and confirming that the instruction was given. The HSBC Phone Banking service is available to the Customer Monday to Friday 08:00 to 20:00 hours on the phone number 801 801 4722 (+30 210 696 2000 from mobile phone or from abroad) and for Premier accounts on 800 800 4722 (+30 210 696 2150 from mobile phone or from abroad) or at times which the Bank notifies to the Customer using the most reasonable means. In all events, the Customer acknowledges that the service may not be available in which case the Bank shall make every concerted effort to inform the Customer beforehand about this, but that may not always be possible.

The Customer as payment service payer shall be entitled to withdraw his consent at any time in writing at a branch and/or using the HSBC Phone Banking service by talking with an agent rather than Interactive Voice Response System and/or using the HSBC Internet Banking service, but no later than the irrevocable cut-off time specified below and the individual payment instrument contracts. The same applies for consent given for the execution of a series of payment transactions which may be withdrawn resulting in any future payment transaction considered unauthorized.

Time at which payment instructions are received

The Customer as payment service user hereby agrees that the time at which a payment instruction is received, where the payment instruction is sent directly by the payer or indirectly by or through the payee shall mean the point in time at which the Bank as payment service provider receives the payment instruction. The Customer acknowledges and accepts that the Bank has set cut-off times at the end of its working day for each type of transaction and each payment service channel after which any payment instruction received shall be deemed to have been received on the next working day. The cut-off times as well as the currency conversion cut-off times, as in effect, are different for each type of payment transaction and each channel and are set out and but must be checked before an instruction is given for any payment transaction in-branch and/or on the Bank's website and/or using the HSBC Phone Banking service by talking to an agent rather than the Interactive Voice Response System, and/or using the HSBC Internet Banking service.

Furthermore, the Customer acknowledges that if the time of receipt is not received on a working day of the payer's service provider, the payment instruction shall be taken as having been received on the next working day.

In the case of types of payment transactions which require or entail currency conversions, currency conversion cut-off times have also been set which must be checked by the Customers as payment service user in-branch and/or using the HSBC Phone Banking service by talking to an agent rather than the Interactive Voice Response System, and/or the HSBC Internet Banking service as well as on the Bank's website. In these cases, in order for the payment instruction to be executed on the same day as it was given, the Bank must receive it before whichever cut-off time is

earliest (between the cut-off time and the currency cut-off time for each currency). The Customer and the Bank hereby agree that where they agree that execution of a payment order shall commence on a specific date or at the end of a specific period or on the date on which the payer has made funds available to the Bank, the time at which the payment instruction is received for payment transaction purposes shall be taken as the agreed date. If the agreed date is not a working day for the Bank, the payment instruction received shall be taken as having been received on the next working day.

Maximum time for execution of payment instructions - Payment transactions to payment account

It is hereby agreed with this framework contract between the Customer as the payment service user and the Bank as the payment service provider that up to January 1st, 2012 (or until the date after that set by Greek law or the competent authority), after the time limit of receipt of a payment instruction, the amount of the payment transaction in euro or for national payment transactions in the currency of the member state outside the eurozone and payment transactions which only require a currency conversion between euro and the official currency of a Member State outside the eurozone, provided the currency conversion required takes place in the Member State which does not use the euro, and in the case of cross-border payment transactions the cross-border transfer takes place in euro, the Bank must ensure that the amount of the payment transaction is credited to the payment account of the payee's payment service provider within three working days at the latest. In particular, up until January 1st, 2012 (or until the date which may be specified at any time after that by Greek law or by the competent authority), the amount for each payment instruction shall be credited to the payee's payment account on the third working day after the time of reception of the payment instruction while after January 1st, 2012 or the date specified each time (later) on the next working day after the time of reception of the payment instruction, as this has been set in this payment services framework contract of the Bank. For all other payments on the fourth working day after the time of reception of the payment instruction. These deadlines may be extended by one additional working day for payment transactions processed in non-electronic format. The Customer acknowledges that when a payment instruction is given for a payment transaction, additional time must also be taken into account for processing and execution of the order by the payee's bank when it is different from the Bank. The Customer acknowledges that the Bank is not liable for processing and execution of international payments where the date on which the payment is received by the payee's bank or institution or the exchange rate date is not a working day.

It is agreed that where payment transactions to a payment account kept outside the European Union in any currency are accepted by the Bank, they shall be executed at a time which has been notified to the Customer by the Bank.

Moreover, as a user of payment services, the Customer acknowledges that in order for an instruction for a payment transaction to be executed, the payment account must contain adequate funds or have an overdraft or exposure, which has been agreed. In all events, there may be a delay in executing payment instructions due to fraud prevention checks which are carried out. The Customer acknowledges that in order to ascertain that there are adequate funds in the payment account, the Bank shall take into account any instructions which have been executed but not yet debited to the Customer's account or which have been agreed to be executed.

The Bank as the payee's payment service provider shall set the value date and shall make available the amount to which the payment transaction relates in the payee's payment account after receiving the funds from the payer's payment service provider. The Bank as the payee's payment service provider must send the payment instruction which was initiated by or through the payee to the payer's payment service provider within the deadline agreed by the payee and its payment service provider, making settlement of the transaction possible, with regard to direct debit, on the agreed date.

Value date and availability of funds

The value date (valeur) for crediting funds to the payee's payment account may not be later than the working day on which the amount represented by the payment transaction is credited to the account of the payee's payment service provider. The payee's payment service provider shall ensure that the amount of the payment transaction is available to the payee once it is credited to its payment account. The value date for debiting the payer's payment account may not be before the point in time at which the payment account is debited by the payment transaction amount. In order to determine the value date for alternative payment service channels, namely Bank ATMs in Greece and abroad and the ATMs of associated banks depending on the cut-off time, for the HSBC Phone Banking service the working day shall be from 08:00 – 20:00 Monday to Friday and for the HSBC Internet Banking service the working day shall be from approximately 10:00 hours to approximately 22:00 hours on the same day.

Cash deposited in payment account

When the Customer deposits cash in an account in the currency of this payment account, the Bank ensures that the amount is made available directly after its receipt with the corresponding value date. More specifically however, for cash deposits in the Customer's account made at Bank ATMs using either the cash card or credit card issued by the Bank and at the ATMs of banks associated with the Bank using the cash card, the following is agreed: Where cash is deposited at a Bank ATM using a credit card or cash card issued by the Bank (with the exception of those ATMs which automatically count cash and credit it to accounts) or the ATMs of banks associated with the Bank using a cash card before the cut-off time (15:00 hours for Bank ATMs and 14:00 hours for the AlphaNet network), the cash shall be credited to the Customer's account and will be available at the end of the same working day with the value date being the date on which the cash was deposited at the Bank's ATM, or at the end of the next working day in the case of ATMs of associated banks. If the cut-off time has passed and the cash is collected, counted and checked, it will be credited to the Customer's account and will be available to the payment service user on the next working day, with the value date being the date of deposit, in relation to Bank ATMs, and at the end of two working days from the date

of deposit in the case of ATMs of banks associated with the Bank. The Bank also has ATMs where cash which is deposited by the Customer is automatically counted and credited to the account indicated by the Customer, becoming immediately available with a same-day value date.

There are spending limits for the alternative payment channels. Information about these is available from the HSBC Phone Banking service, in-branch, from the HSBC Internet Banking service and the Bank's website. Where a credit card is used as a payment instrument, the limits are set in agreement with the Bank and the Customer, and in the case of cash cards as an instrument of withdrawal from ATMs (beyond its use in associated Enterprise), the limits are set by the Bank and may be changed by the Customer upon request provided the Bank grants it approval.

Charges, interest and exchange rates

Information about deposit and borrowing interest rates, exchange rate and charges shall be available and set out in the Bank's services price list, in interest rate tables, in the cut-off time tables and the currency conversion cut-off time tables as in force from time to time, all of which constitute an integral part of the framework contract, any individual banking contracts and the Terms. Without prejudice to the interest rate or exchange rate change, as agreed directly below, any changes to this information, where related to payment transactions - as defined in and governed by Greek law and this agreement - and provided the Bank provides them, must be notified to the Customer 2 months beforehand either by written notice either through account statements or notifications and/or indirectly through notices in the mass media and/or by posting information on the Bank's notice board in-branch or using another suitable means for this and shall be binding on the Customer. The parties hereby agree however that changes to interest rates or exchange rates may be applied immediately without prior notice where such changes are related and based on reference interest rates or exchange rates which have been agreed. The Customer as payment service user shall be informed as soon as possible about any change in interest rates or exchange rate through the internet and/or the Bank's service price list and/or in-branch and/or through the Phone Banking service by talking to a Bank agent rather than the Interactive Voice Response System. In all events, changes in interest or exchange rates which are more favourable for the payment service users may be applied without notice.

Provided that there are available funds in the payment account due to exposure for outgoing payment instructions for payment transactions of the Customer, debit interest shall be calculated on transactions at the time the instruction is received by the payee's payment service provider. If an overdraft limit has been agreed for the payment account, interest shall be calculated on the payment transaction at the time the instruction is received by the payment service provider. In all other cases, interest shall be due up until the payment account is debited. In the case of incoming payment instructions, the interest rate, if applicable, shall be calculated when the payment transaction is credited, under the terms and conditions which have been agreed. Information on the interest rates for accounts and payment accounts is available in-branch, through the HSBC Phone Banking service and the HSBC Internet Banking service for services provided through this service channel, as applicable.

The Bank's reference exchange rate applicable to all payment service user transactions in all Bank service channels, with the exception of Customer transactions through HSBC ATMs abroad, where the reference exchange rate for currency conversion services is different (as specifically stated below), shall be the price obtained from the Bank's online platform plus/minus the Bank's spread charged as a commission, information about which can be obtained in-branch, on the Bank's website, through the Bank's Phone Banking service or in any info-leaflets designed for customers before issuing a payment instruction.

Until the issue of a cash card by the Bank, whenever this take place, transactions using ATMs abroad (where transactions are subject to a fee for currency conversion at 3% approximately, as applicable today and will change when and if the Bank issues a cash card) which involve conversion of more than one currency to euro shall be converted to Hong Kong Dollars (HKD) before being converted to euro in line with the exchange rate (sale price) valid on the date on which the transaction is debited to the account in line with the card issuer's procedures, and consequently the conversion date may not be the transaction date. The Bank has no control over and is not liable for the time at which data is processed by card issuers and such processing may involve expenses of intermediary credit institutions. The Bank may provide an indicative exchange rate cost on the transaction date if the Customer contacts the Bank but in general that does not mean that it will be the cost which is actually calculated and applied since exchange rates change from the transaction date to the date on which the transaction is debited to the account. In addition to costs already notified to the Customer for execution of payment transactions, the Customer may also be required to pay a transaction fee by the bank in the country where the transaction is processed. The Customer's statement for the transaction shall show the cost of transactions and any expenses in detail.

The exchange rate which will be imposed on payments associated with currency conversion shall be the exchange rate the Bank offers, updated before and at the time the payment instruction is received. The Customer acknowledges that the Bank from time to time sets minimum amounts for application of the current/applicable Bank exchange rate which applies on the working day on which the instruction is received by the payment service provider, information about which can be obtained in-branch, through the HSBC Phone Banking service or the HSBC Internet Banking service, for the services provided there, and that above that threshold the exchange rate shall be negotiable and shall be calculated as such. Where a payment transaction involving currency conversion is returned, the Bank shall convert the amount returned to the original currency at the exchange rate applied by the Bank, in other words the price based on the Bank's online platform at the time the funds represented by the payment transaction are returned. Moreover, the Customer accepts that it is possible where a transaction is cancelled or amended or where incoming payments are returned to the Bank which sent the instruction due to erroneous authentication for additional charges to be applied to the Customer.

In payment transactions involving currency conversion, and therefore determination of the exchange rate for the Customer, that rate shall be calculated and set by the Bank's competent department (Treasury) at the start of the working day and shall be displayed in-branch, on the Bank's website and shall be available through the HSBC Phone Banking and HSBC Internet Banking services. More specifically, in the case of payment transactions through the HSBC Internet Banking service, taking into account the permissible limit on each transaction, which the Bank may change at its discretion, and which has been notified to the Customer in the most reasonable manner and which the Customer may check using this service, it shall be possible to change the exchange rate for the relevant transaction amount using the table on screen before the Customer commits to giving the instruction to execute the payment transaction, and there shall also be a system which informs the Customer about the daily exchange rates before giving transaction instructions and before instructions are executed. In the case of payment transactions given through the HSBC Phone Banking service, taking into account the permissible limit on each transaction which the Bank may change at its discretion, and which has been notified to the Customer in the most reasonable manner when he connects to the Interactive Voice Response System, the Customer shall be informed about the exchange rate before giving the instruction, as set by the competent Bank department, and in all events shall be able to obtain such information by talking with a Bank agent. It should be noted that there may be special agreements between customers on the exchange rate applicable for payment transactions involving currency conversion based on the said calculation basis less the agreed spread, in which case the Bank, in such instances, shall execute payment transactions based on the special agreement with the Customer.

Currency conversion and exchange rates

Payments shall be made in the currency agreed by the parties. Where before the start of a payment transaction the Bank offers a currency conversion service the reference exchange rate calculated shall be the price available to the Customer in-branch or through the HSBC Phone Banking (and through an agent and Interactive Voice Response System), the HSBC Internet Banking service, if a subscriber, and the Bank's website, at the time the payment instrument is given. The Payer accepts that the currency conversion service shall be provided on this basis. Also, the Bank shall notify him of any relevant charge as well as the exchange rate to be used for the conversion, if possible in each case.

Where a payment transaction involving currency conversion is returned, the Bank shall convert the amount returned in the original currency at the exchange rate applied by the Bank when payment transaction funds are being returned.

Information about any additional charges or discounts for use of payment instruments

When for the use of a specific payment instrument the Bank as payment service provider or a third party impose a charge, the Customer as payment service user shall be informed about this before the payment transaction is entered into through the price list for services available in-branch, on the Bank's website, using the HSBC Internet Banking service and the HSBC Phone Banking service, by talking to an agent rather than the Interactive Voice Response System.

Charges for providing information – searches

The payment service provider and the payment service user declare that they agree to any reasonable charge proportionate to the actual cost imposed by the Bank as payment service provider for providing additional information or for providing information on a more frequent basis or for sending information using media different from those cited in the framework contract, provided that is done on a request from Customer as the payment service user. Moreover, it is agreed that the Bank shall be entitled to charge the Customer as payment service user for payment instruction searches instigated on his request, and that he shall be informed about the charge for this before the start of the search.

Communication - Provision of Information

The language in which the framework contract has been drafted and the language of communication during the course of the contractual relationship is Greek or the language specifically agreed with the Customer. The Bank shall provide the required information to the payer and/or payee of payment transactions after the execution of the payment transactions in writing at least once a month, in writing, in-branch or to the HSBC Phone Banking service and in all events at any time or on a durable medium through the HSBC Internet Banking service for the subscribers and users of this service, by sending in any case a prior notice (e-mail) to the email address stated to the Bank and a secure e-message to the website of the above service, whereas for direct debit the Customer shall be informed in writing or electronically if the Customer himself or any co-beneficiary is a subscriber of the HSBC Internet Banking service, as payer of payment transactions, immediately after the execution or non-execution of the transaction due to inadequate available funds, by sending the relevant statement to the last declared mailing address of the Customer or the Customer's email address or in the manner indicated in writing to the Bank by the payer and/or payee of payment transactions, always according to the applicable legislation, currently in writing once every three months as mentioned below. Specifically, as regards payment transactions through credit card, the Customer is informed monthly in writing by dispatch to the Customer's mailing address and/or electronically provided that the Customer or his co-beneficiary is a subscriber of the HSBC Internet Banking service in a cumulative combination of an e-mail to the last Customer's (or co-beneficiary's) email address stated to the Bank and a secure e-message that appears after accessing the website of the above service as follows:

- a) in hard copy, without cost, quarterly and after the end of each calendar quarter, more specifically every March, June, September and December of each year to the latest mailing address provided to the Bank, unless the Customer has subscribed to the Bank's Internet Banking services in which case he will be informed electronically as described below under point b). In any case the Customer is entitled to request in writing, a change in the time he is informed.

- b) electronically (e-statements), without cost, quarterly and after the end of each calendar quarter, more specifically every March, June, September and December of each year, applied to the Internet Banking service Customers, to the internet site of this service by receiving a secure e-message upon accessing the above internet site. In any case the Customer is entitled to request in writing, a change in the time he is informed. Additionally, the Customer will be informed on a monthly basis while accessing the internet site of the above service, from the file named "account history" in form of an electronic folder not subject to alterations, by receiving a monthly informative e-mail in his latest registered e-mail address
- c) in writing using extracts or copies of the account's activity, issued at least every calendar month and also at any time in any of the branches or through the Phone Banking service. In case of more frequent information, the Customer acknowledges that the Bank has the right to charge accordingly as indicated in the Bank's pricing table available in the branches and the Bank's web-site, as well as through the Phone Banking and Internet Banking services
- d) in relation to executed SEPA direct charges, as well as non executed SEPA direct charges –in cases of insufficient balance for their execution- by sending advices to the latest registered address or electronically for Internet Banking users by sending e-advises in the internet site of the above service, with previous receipt of an informative e-mail for the issuance of the e-advice in the latest registered e-mail address
- e) where a passbook has been provided for that particular type of account, by updating the passbook at any Bank branch and additionally as described in all above cases.
- f) for payments through credit cards, in writing on a monthly basis, sent to the Customer's latest registered address
- g) for electronic payments through credit cards, on a monthly basis for Internet Banking subscribers with previous receipt of an informative e-mail for the issuance of the e-statement in the latest registered e-mail address of the card holder in order for him to access the internet site and acquire the respective information
- h) for loans relevant information are provided monthly in writing or electronically

If the Customer alters his e-mail address and/or he does not provide the Bank with an e-mail address throughout the duration of the relationship with the Bank, the Customer acknowledges and accepts the Bank's actions and decisions that burden his account and of which he was informed and that the Bank duly fulfils all obligations to inform him and issue account statements, given that it is due to his fault that the Bank does not mail or e-mail all information on the account activity.

It is agreed that in relation to the information provided to the payer before an individual payment transaction is executed, where that transaction is governed by the Bank's framework contract, that the Bank shall, when so requested, provide specific information to the Customer as payer about the specific payment transaction which the payer initiated provided it is covered by the Bank's framework contract, concerning the maximum execution deadline, the charges the payer must pay and, if appropriate, itemisation of charges.

Subsequently, as regards the Customer's information as payment service payer for individual payment transactions governed by the payment services framework contract, after debiting the payer's account with the amount of the individual payment transaction, it is agreed that the Bank as the payer's payment service provider shall inform the Customer-payer at least on a monthly basis, in writing, in-branch or through HSBC Phone Banking service and in any case at any time, whereas for direct debits the payer shall be informed immediately after the execution or non-execution of the transaction due to inadequate funds, by sending the relevant statement to the last declared mailing address of the Customer or on a durable medium through the HSBC Internet Banking service for the service's subscribers and users by sending in any case a prior email to the last Customer's (or co-beneficiary's) email address declared to the Bank or also a secure e-message that appears after accessing the website of the above service or a notice to the Customer-payer email address to the Bank with the following information:

- a) a reference which will permit the payer to identify the payment transaction, and in each case, information relating to the payee;
- b) the amount of the payment transaction in the currency in which the payer's payment account is debited or in the currency used for the payment instruction;
- c) the amount of any charges for the payment transactions and, depending on the case, itemisation thereof, or the amount of interest which the payer must pay in the case of credit limit;
- d) depending on the case, the exchange rate used for the payment transaction by the payer's payment service provider and the amount of the payment transaction after the currency conversion; and
- e) the debit value date.

Whereas, with regard to the payee's information for individual payment transactions governed by the payment services framework contract, after the execution of an individual payment transaction, the Bank as the payee's payment service provider shall inform the Customer-payee at least on a monthly basis, in writing, in-branch or through the HSBC Phone Banking service, and in any case at any time or on a durable medium through the HSBC Internet Banking service, for the service's subscribers and users in any case with a prior email and secure e-message that appears after accessing the above service's website or notice through the Customer's-payee's stated email address.

- a) the details which permit the payee to identify a payment transaction, and if necessary, the payer, and all information sent during the payment transaction;
- b) the amount of the payment transaction in the currency in which the payee's payment account is credited;

- c) the total of any charges for the payment transactions and, depending on the case, itemisation thereof, or the amount of interest which must be paid in the case of credit limit;
- d) depending on the case, the exchange rate used for the payment transaction by the payee's payment service provider and the amount of the payment transaction before the currency conversion; and
- e) the credit value date.

In any case, the Customer is informed about the payment transactions in writing once every three months at the last mailing address stated to the Bank with the exception of payment transaction in writing each month at the last mailing address stated to the Bank.

The Customer declares that he acknowledges that where the Bank cannot provide information immediately after a payment transaction has been executed, such information will be provided in the statement in accordance with the above.

In all events, the Customer is required and recommended to examine the information about his transactions and to submit objections about transaction with confirmations or notices. These must be submitted without undue delay in writing, and in all events within 8 weeks from the debit date for authorized payment transactions initiated by or through the payee, or within 13 months at the latest from the date on which the account was debited for unauthorised or erroneous payment transactions. The Customer hereby acknowledges and accepts that extracts of statements contained in the Bank's files constitute proof in full of his transactions, but counterevidence is permissible.

Where the Customer changes his mailing address without informing the Bank in writing as obligated throughout the term of his business relationship, the Customer hereby acknowledges and accepts the Bank's activities and decisions relating to his account which have been notified to him, as well as the fact that the Bank appropriately meets its obligations towards him in the context of this payment services framework contract until the date the Bank was informed about the change of address. The same applies in case of change of the Customer's email address in relation to the address he has stated to the Bank and/or has not stated or if he ceases to state an email address, while a subscriber of the HSBC Internet Banking service, the Customer accepts that the Bank appropriately discharges all its obligations on information about transactions or issue of account statements, since the Bank does not send to the correct address at the Customer's responsibility or does not send an e-message about the electronic issue of any type of information on transactions and payment transactions.

Obligations of the payment service user in relation to payment instruments

The Customer as payment service user entitled to use a payment instrument shall have the following obligations:

- a) to use the payment instrument in accordance with the contractual terms governing the issue and use of the payment instrument; and
- b) to notify the payment service provider or the payment service provider he has specified, without undue delay, once he realises the loss, theft or use of the payment instrument by an unauthorised person or unauthorised use thereof, by contacting the Phone Banking service, which is available round the clock for this purpose. To that end the payment service user undertakes the obligation to take all reasonable measures to safeguard personalised security information relating to payment instruments.

More specifically, the Customer / payment service user declares in relation to each payment instrument, as defined, and as used under the terms and conditions of each individual banking contract already accepted by the payment service user, that he undertakes to discharge his obligations and to comply with safe storage and usage measures for those instruments.

He also undertakes to immediately notify the Bank without undue delay once he realises the loss, theft or use of the payment instrument by an unauthorised person or unauthorised use of the payment instrument in the manner agreed above and the procedure agreed in the relevant contracts for the provision and use of payment instruments, by calling the relevant number to report the loss, theft, use by unauthorised persons or unauthorised use of the payment instrument to the Bank's Customer Service Phone Line which is available to the user round the clock, where the payment service user can talk to a Bank agent. In this case, the Bank shall take steps so as not to execute/accept any instruction which entails use of the payment instrument which has been declared lost, stolen, misappropriated or which entails unauthorised use of the payment instrument.

The Customer acknowledges that he is obliged not to disclose his personal identification number (PIN) to third parties, even relatives or persons who attempt using any methods to obtain that information claiming that they are employees of banks, other organisations or authorities because the Bank has never assigned any such duties to its employees or third parties. The Bank shall not be liable on this ground if his cash card or credit card are used by a third party who knows or who randomly guesses the Customer's PIN, and thereby acquires access to the Customer's account. The Customer must never write down the PIN for any card nor select a combination of numbers in the PIN which a third party could easily guess, and must ensure confidentiality when keying in the PIN at an ATM, and collect receipts / transaction completion certificates issued by ATMs which contain his personal particulars. The Customer is recommended to memorise his PIN and in all events to carefully check the location of each ATM before entering into any transaction. If the Customer notices anything out of the ordinary, he should not enter into the transaction, and should immediately contact the Bank only using the phone numbers which appear on the ATM screen. Moreover, the Customer must make sure that his PIN has not been disclosed. Where he considers it may have been disclosed, he must ask that the Bank issue a new PIN or change the PIN immediately. Customers are recommended to frequently change their PIN and not to use the same PIN for all their cards and to never choose a PIN which could be guessed (such as their birthday or licence plate number, etc.). Lastly, Customers must be careful during the transaction about

whether there are any suspicious customers and make sure that other persons are a safe distance away so that they cannot see what is being keyed in. If the card is held by the ATM, the Customer should immediately contact the Bank only using the phone numbers which appear on the ATM screen. Even if a card which was reported lost or stolen is found, the Customer should not use it because it will have been cancelled or deactivated.

The Customer must confirm to HSBC Phone Banking service his security codes and identity. The Bank's representative shall be entitled to request that the Customer provide additional information considered necessary to confirm/verify his identity for the service before entering into transactions or to refuse to enter into the transaction requested if he has reservations about the caller's identity.

In the case of the HSBC Internet Banking service, the Customer must have hardware protected by updated anti-virus software and take all safety and protection measures for his own software and files. The Customer should keep the username / password for the service safe and secret. The Bank will never ask for this information in any email. The Customer is also recommended to access the Bank's website directly, not by connecting through other addresses or from the address given as the Bank's address in any email he may have received, and in particular not to record his user name / password anywhere. In all events where the Customer knows or suspects that his username / password have been lost or stolen or used or that an attempt has been made to use them by a third party, he must inform the Bank without undue delay.

The contact numbers the Customer may use to contact the Bank are available in-branch and on the Bank's website. In all events, the Bank reserves the right to request written confirmation on the above matters even though it may have recorded conversations, especially in the case of lost/stolen cards or usernames / passwords relating to any payment instrument available through the HSBC Phone Banking and HSBC Internet Banking services.

II. RIGHTS AND OBLIGATIONS IN RELATION TO THE PROVISION AND USE OF PAYMENT SERVICES

A. General provisions – Charges imposed – Transfer and receipt of amounts

The Bank as payment service provider shall not charge the Customer as payment service user for the discharge of its obligations in relation to the provision of information or corrective/preventative measures it is obliged to take. By way of exception, charges shall be imposed where those charges have been agreed upon by the payment service user and provider. The Bank and the Customer agree that the Customer may be charged for the provision of additional information or the more frequent provision or transfer of information in a manner different than the one defined in the framework contract, which is sent at the request of the payment service user. Moreover, the Customer agrees that the Bank applies the 'SHARE' principle with regard to charges for payment services, which means that the Customer as payment service payer pays the charges imposed by the Bank as the payer's payment service provider, whereas the Customer as payment service payee shall pay the charges imposed by the Bank as the payee's payment service provider, without that meaning that the two charges must be equal.

The Customer acknowledges that the Bank shall be entitled to use correspondent banks and payment clearing and settlement systems chosen by the Bank to execute the payment. Where services are provided by the Bank which do not fall within the payment transactions as defined by the legislation, the Bank shall not be liable for any delay or inability caused by the correspondent bank or any clearing and settlement system.

The Bank, and any bodies intermediating on its behalf (correspondent banks) shall be obliged to transfer the full amount of the payment transaction and not deduct any charges from it.

However, the Customer as the payee in payment services and the Bank as the paying service provider agree that the latter shall deduct its charge/fee and the expenses of correspondent banks from the amount transferred as part of the payment transaction before it is credited to the payee's payment account, where the full amount of the payment transaction and the charges are fully itemised in the statement sent to the payee.

Where the payment transaction is sent by the payer and there are charges for the amount transferred beyond those which are cited above, the Bank as service provider of the Customer as payer shall ensure that the payee receives the entire amount of the payment transaction initiated by the payer. Where the payment transaction is originated by the payee or via him, the relevant payment service provider shall ensure that the payee receives the entire amount to which the payment transaction relates.

Obligations of the Customer as payment service user in relation to payment instruments

The Customer who is entitled to use the payment instrument must use it in accordance with the terms governing its issue and use and notify the Bank as the payment service provider or the body which the Bank may specify without delay as soon as he realizes that the payment instrument has been lost, stolen or misappropriated or used in an unauthorized manner. To that end the Customer takes all reasonable measures to safeguard personalised security information as soon as he receives the payment instrument.

Obligations of the Bank as payment service provider in relation to payment instruments

The Bank as payment service provider issuing a payment instrument shall have the following obligations:

- a) to not disclose personalized security information of the payment instrument except to the user, subject to the aforementioned obligations of the payment service user;

- b) to not send a payment instrument that has not been requested unless it is to replace a payment instrument which the Customer as service user already has;
- c) to ensure at all times for the Customer as payment service user suitable means for which he can use to notify about loss, theft or misappropriation of the payment instrument or its unauthorized use, and the Customer agrees that the Bank's Phone Service Centre is the suitable medium for the above notification. Following a request by the Customer as payment service user, the Bank as payment service provider shall provide the Customer with means to demonstrate that within 18 months from notification such notification was in fact made; and
- d) deter any use of the payment instrument as soon as the above notification is made.

Restrictions on use of payment instruments

In cases where a specific payment instrument is used to notify the consent, the Customer as payer has agreed and accepted that he acknowledges that the Bank as payment service provider has set spending limits for payment transactions executed using that instrument. The Customer shall be informed about the limits for that payment instrument in a letter sent out when each payment instrument is delivered, or is available in-branch, on the Bank's website or through the HSBC Phone Banking or HSBC Internet Banking services. The Customer as payment service user agrees that the Bank as payment service provider shall be entitled to suspend use of the payment instrument for objectively justified reasons relating to the safety of the payment instrument, the existence of suspicions about unauthorised or fraudulent use of the payment instrument, or in cases of payment instruments with a credit limit, a significantly increased risk of the Customer as payer being unable to discharge his payment obligations. The Bank as payment service provider shall inform the Customer - payment service payer by phone and if possible shall do so before the payment instrument is withdrawn or in all events immediately after it is withdrawn, unless such notice would be contrary to the objectively justified security grounds or is expressly prohibited by national law or any related legislation of the European Union. The Bank as payment service provider shall replace the payment instrument with a new payment instrument once the reasons for suspension cease to exist.

Notification about unauthorised or erroneous payment transactions – Liability of Bank as payment service provider for unauthorised payment transactions

The Bank as payment service provider provides restitution to the Customer as payment service user only if the Customer notifies the Bank without delay as soon as he becomes aware of any unauthorized or erroneous payment transaction which establishes a right of claim, including the one established in the following term "Non-execution or erroneous execution", 13 months at the latest after the debit date. Where the Customer as payment service payer delays in notifying about the unauthorised transaction, the Bank as payment service provider shall not be obliged to make restitution of any loss incurred by the Customer. If the conditions are met, the Bank as the payer's payment service provider must return immediately to the payer the amount of the unauthorized payment transaction and, if appropriate, restore the debited account to the state it would have been in if the unauthorized payment transaction had not been made, where it is not due to fraud or gross negligence of the Customer in discharging his obligations.

Information that establishes the authenticity and the execution of payment transactions

Where the Customer as payment service user denies that he has approved an executed payment transaction or claims that the payment transaction was not correctly executed, the Bank as payment service provider shall bear the burden of proving authentication of the payment transaction, the precise details thereof, its entry in the accounts and any impact of technical breakdowns or other malfunctions on it.

Customer liability as payment service payer for unauthorized payment transactions

By way of derogation of the above term on the Bank's liability as payment service provider for unauthorized payment transactions, it is agreed that the Customer as payer shall be liable up to a maximum of 150, for losses arising from the use of a lost or stolen payment instruments or, if the Customer as payer has failed to safeguard the personalised security information from misappropriation. Furthermore, the Customer as payer is liable for all losses related to unauthorized payment transactions, provided these losses are due to fraud or failure to comply with one or more of his obligations with regard to the payment instruments deliberately or as a result of gross negligence, which case the above amount specified in this term shall not apply. From the moment the Bank as payment service provider is notified, the Customer as payer shall not bear the financial consequences deriving from use of lost or stolen or misappropriated payment instrument, unless he acted fraudulently.

Refunds for payment transactions initiated by or through the payee

The Customer as payer shall be entitled to seek from the Bank a return of the monies corresponding to an authorized payment transaction which was entered into by or through the payee, which has already been executed, where the following conditions are met: a) the exact amount of the payment transaction was not specified when authorisation was given, b) the amount of the payment transaction exceeds the amount which the Customer – payer would reasonably expect to pay taking into account previous normal expenses, terms and conditions of the framework contract and the relevant circumstances of the case. For the purposes of point (b) above, the Customer – payer of payment services may not cite reasons related to currency conversion provided the reference exchange rate which had been agreed was applied. It is agreed that the Customer – payer shall not be entitled to a return when he has transferred his consent for the payment instruction to be executed directly to a payment service provider, and as appropriate, the information about future payment transactions is provided or made available to the payer in accordance with the manner agreed, at least 4 weeks before the date specified by the payment service provider or by the payee. This refund shall relate to the full amount of the executed payment transaction.

Requests for refunds for payment transactions initiated by or through the payee

The Customer as payment service payer shall be entitled to request a refund relating to an approved payment transaction initiated by or through the payee within 8 weeks from the date of debiting the amount. On a request from the Bank the Customer - payer shall provide information about the facts which prove his normal spending patterns and the 10 working day period from receipt of the relevant refund request shall commence from the date on which that information is provided. Without prejudice to the foregoing terms, that is, receipt by the Bank of all evidence within a deadline of 10 working days from the date of the proper receipt of a refund request (as defined above), the Bank as payment service provider, either refunds the entire amount of the payment transaction or justifies the refusal to refund, by indicating to the Customer the General Secretariat for Consumer Affairs/ Ministry of Economy, Competitiveness and Shipping, to which he can appeal if he does not accept the justification.

Refusal to execute payment instructions

Where the Bank as payment service provider refuses to execute a payment instruction, refusal (and if feasible the grounds for refusal) and the procedure of rectifying any errors which led to the refusal shall be notified to the payment service user after refusal to execute in writing, by phone or by fax, unless this is prohibited by national legislation or other relevant legislation of the European Union.

The Bank as payment service provider sends or makes available the notification at the first opportunity and no later than the end of the day after the credit day or if expressed in euro or is a national payment transaction in the currency of a member state outside the eurozone and a payment transaction that required only one currency conversion between the euro and the official currency of the member state outside the eurozone, if the required currency conversion is made in a member state that does not use the euro and in the case of cross-border payment transactions the cross-border transfer takes place in euro and for the period up to 01.01.2012 (or any other later date set) up to three working days at the latest. The Customer as payment service user has already accepted that the Bank as payment service provider is entitled to impose a charge for such notification, if the refusal is objectively justified. In all cases where execution of a payment instruction is refused, the Bank as payment service provider shall deem that payment instruction to have never been received.

The Customer hereby acknowledges that in all events the Bank may refuse to execute a payment instruction (without being liable for such non-execution) where the conditions laid down in this contract are not met (and in the case where there is no agreement reached over a request for an overdraft or exposure) or where there are no adequate funds or the payment instrument has been blocked or the usage limit has been exceeded or where it has not been reasonably determined that the transaction is lawful or if the Bank considers that the beneficiary has not used the account or in order to prevent fraud.

Where all terms of the payer's framework contract are met, the Bank as payment service provider does not refuse to execute an authorized payment instruction regardless whether the instruction was initiated by a payer or by a payee or through a payee, unless its execution is prohibited by other relevant legislation of the European Union.

Irrevocability of payment instructions – conditions under which instructions may be revoked

1. The Customer as the payment service user acknowledges that he cannot cancel a payment instruction if it is received by the Bank as the payer's payment service provider. When the payment transaction is initiated by or through the payee, the Customer - payer cannot cancel the payment instruction after the payment instruction or his consent to execute the payment transaction is sent to the payee.
2. In case the payment transaction is initiated by or through the payee, the Customer as payer cannot cancel the payment instruction after the payment instruction or the consent to execute the payment transaction is sent to the payee.
3. However, in the case of direct debits, subject to the right of refund, the Customer as payer of payment services can cancel payment instructions no later than the end of the working day before the date on which it has been agreed that the monies will be debited.
4. Where the Customer as payment service user who initiated a payment instruction agrees that the payment instruction execution starts on a specific day or at the end of a specific period or on the day that the payer shall make money available to the Bank, the time of receipt of the order shall be deemed to be the agreed day (if the agreed day is not a working day for the payment service provider, the payment instruction shall be deemed received on the next working day) and the Customer as payment service user can cancel a payment order at the latest until the end of the working day before the agreed day.
5. After the above time limits determined in paragraphs 1 through 4 above, the payment instruction may be cancelled only with an agreement between the Customer as payment service user and the relevant payment service provider, whereas in the cases of paragraphs 2 and 3 above, the payee's agreement is required also.
6. The Customer acknowledges that the Bank can impose a charge in case of cancellation which can be found on the service price table found in-branch and/or the Bank's website and/or the HSBC Phone Banking and HSBC Internet Banking services.

7. Subject to the above points in time at which an instruction becomes irrevocable, the Customer as a payment service user declares, that he acknowledges that his consent for a payment transaction or a series of payment instructions may be revoked in-branch or using the HSBC Phone Banking service talking to a Bank agent rather than the Interactive Voice Response System or in a manner indicated by the Bank, no later than the point in time at which the instruction becomes irrevocable, taking into account the cut-off times, in order for the Bank to be able to take the necessary steps.

Non-execution or improper execution of payment transactions

When a payment transaction is initiated by the Customer as payment service payer, subject to cases where: the payment service user did not report without delay, in good time and appropriately that he had become aware of an unauthorized or erroneously executed payment transaction, where the unique identifier was erroneous or provided additional information and in the case of absence of liability due to unusual and unforeseeable circumstances which are beyond the control of the party that invokes them as specified below, the Bank as the payer's payment service provider is liable vis-à-vis the payer for the correct execution of the payment transaction, unless it can prove to the payer and, potentially, the payee's payment service provider, that the latter did not receive the payment transaction amount, in which case the payee's payment service provider is liable vis-à-vis the payee for the correct execution of the payment transaction.

If the Bank as the payer's payment service provider is liable in the manner stated above, it shall return the monies without undue delay to the payer for the un-executed or improperly executed payment transaction, and if appropriate, shall return the payment account to the state it would have been in if the erroneous payment transaction had not taken place.

When the payee's payment service provider is liable in the manner stated above, it shall immediately make the payment transaction amount available to the payee and, if appropriate, shall credit the relevant amount to the payee's payment account. Where the payment instruction is initiated by the Customer as payment service user and the transaction is not executed or is improperly executed, the Bank as payment service provider -irrespective of any liability under the provisions above- shall attempt to immediately identify the payment transaction, if so requested, and shall inform the Customer - payer about the result.

Where a payment instruction is initiated by or through the payee, subject to the case where the payment service user does not report without undue delay, in good time and appropriately where he had identified an unauthorised or erroneously executed payment transaction where the unique identifier was erroneous or provided additional information and in the case of absence of liability due to unusual and unforeseeable circumstances not in the control of the party that invokes them as defined below, the payment service provider shall be liable to the payee for properly sending the payment instruction to the payer's payment service provider. If the payee's payment service provider is liable in accordance with the foregoing points, it shall immediately re-send the payment instruction to the payer's payment service provider.

Furthermore, subject to the case where the payment service user does not report without undue delay, in good time and appropriately where he had identified an unauthorised or erroneously executed payment transaction where the unique identifier was erroneous or provided additional information and in the case of absence of liability due to unusual and unforeseeable circumstances not in the control of the party that invokes them as defined below, the payee's payment service provider shall be liable to the payee for properly executing the payment instruction according to its obligations on the value date and the availability of the funds. When the payee's payment service provider is liable in the manner stated above, it shall ensure that the payment transaction amount is available to the payee immediately after this amount is credited to the payment account of the payee's payment service provider.

Where a payment transaction is not executed or is erroneously executed but the payee's payment service provider is not liable for this in accordance with the above, the payer's payment service provider shall be liable to the payer. Where the Bank as the payer's payment service provider is liable then, if appropriate, and without undue delay, it shall return to the payer the amount of the un-executed or improperly executed payment transaction, and shall return the payment account to the state it would have been in if the erroneous payment transaction had not taken place.

Where the payment instruction is initiated by or through the payee and the payment transaction is not executed or is improperly executed the payee's payment service provider, irrespective of liability under this paragraph, shall immediately attempt to identify the payment transaction and to notify the payee about the result. Furthermore, the payment service provider shall be liable to the relevant payment service users for any charges incurred which they are responsible for and for interest incurred by the payment service user as a result of non-execution or erroneous execution of a payment transaction.

III. AMENDMENT OF TERMS OF THE PAYMENT SERVICES FRAMEWORK CONTRACT

The Customer declares and acknowledges that any case of amendment of the terms of the framework contract is proposed by the Bank as payment service provider and is notified to the Customer as payment service user in hard copy or any other durable medium, at least two (2) months before the proposed effective date and the non-opposition of the Customer as payment service user to the amendments of the terms and the terms arising from the amendments – i.e. if he does not notify to the Bank that he does not accept these amendments and the terms arising from the amendments before the proposed effective date – is equivalent to an acceptance of the amendments on his part.

The case of non acceptance of the amendments and the terms arising from the amendments by the Customer is equivalent to a right and rescission of the payment services framework contract without charge with the reservation of the following provisions on the closure of account(s). It is hereby agreed that changes to interest rates or exchange rates may be applied immediately and without warning, provided that the changes are based on the reference interest rates or exchange rates that have been agreed and are available in-branch and on the Company's website as well as the HSBC Phone Banking service by talking to an agent and the HSBC Internet Banking or provided they are advantageous for the Customer.

It is agreed that any addition of new payment services which do not entail changes to the terms and conditions of existing payment services as specified in the framework contract shall not be deemed to be an amendment and consequently shall not require 2-months notice in order for the new payment service to be valid.

The Customer's notification by the Bank regarding the amendments to the framework contract takes place through a relevant notice in the Greek Language or the language agreed by the Customer each time, in hard copy or electronically, in statements sent out or indirectly via notices in the mass media and/or posted in-branch and/or the Bank's website and/or the HSBC Internet Banking service and/or any other medium suitable for this purpose, of the Bank's choice which is accepted by the Customer with these terms.

IV. RESCISSION/TERMINATION OF THE FRAMEWORK CONTRACT AND CLOSURE OF THE PAYMENT ACCOUNT

Subject to the above term, where the Customer is entitled to rescind the framework contract provided that he does not accept amendments to the framework contract, the Customer may proceed with the rescission of the framework contract and consequently the rescission of all the individual contracts related to payment services with a one month rescission deadline and without any charges, and may close his account(s) subject to any accounts being blocked in favour of the Bank or a third party or other grounds of any nature which prevent the account being used, in which case the account shall not close, by paying however any outstanding charges for this month, which the Bank shall deduct until the account is closed, and returns all payment instruments/identifiers (credit/cash card, token) related to the account(s) as well as the unused check book pages and the check books. Any debits shall be applied up until the date on which the account closes.

Furthermore, the Bank may rescind the framework contract and close the Customer's account(s) at any time under the above reservations and when there is a serious ground, including: if it ascertains that any information / statement / guarantee provided by the Customer concerning his identity and/or financial situation is / becomes untrue or inaccurate in any manner, when there are any losses or risk of losses to the Customer's funds; where there is any infringement of the Terms, or breach or failure of the Customer to perform any of his/her obligations towards the Bank from any other agreement or breach of any of the Customer's obligations towards third parties due to any cause or infringement of any obligation of the Customer to the Bank under any contract; or where the Bank is unable to comply with the legislation; there are suspicions of fraud about the accounts or transactions or there are suspicions of a crime concerning the accounts or obligations have not been discharged in relation to money laundering or for reasons related to transactions' safety, in which case the Bank shall provide the Customer with notice about this matter after the account is closed. In all events, the Customer shall continue to be contractually obliged vis-à-vis the Bank to discharge all obligations relating to the account.

In any other case, the Bank is entitled to rescind the contract at any time by giving two months notice to the Customer before closing the account, with the reservation of accounts being blocked in favour of the Bank or a third party or other grounds of any nature which prevent the account being used, in which case the account shall not close, by paying however any outstanding debits for this month, which the Bank shall deduct until the account is closed, and all payment instruments/identifiers (credit/cash card, token) related to the account(s) are returned as well as the unused check book pages and the check books Any debits shall be applied up until the date on which the account closes.

The charges for the provision of payment services that are debited on a regular basis are paid by the Customer as payment services user only proportionally to the time until the termination of the contract. If the charges are paid in advance they are returned proportionally.

V. GENERAL PROVISIONS OF THE FRAMEWORK CONTRACT ON PAYMENT SERVICES

Absence of Liability

The Customer, as a payment service user, acknowledges and accepts that the liability provided for the execution deadline and value date, maximum execution deadline, cash deposited in a payment account, value date and availability of the amounts, wrong unique identifiers of non execution or erroneous execution, does not apply in cases which are unusual and unforeseeable and out of the Bank's control, and whose consequences could not have been avoided no matter the effort made by the Bank, such as acts of god, fires, governmental or state actions, war, civil war, embargoes, inability to contact third parties on any ground, system / computer / clearing/settlement system failure, inability/delay in sending messages via any relevant channel, prevention or delay in provisioning or supply, any manner of labour disputes, delayed or erroneous payment by an agent or any other ground (irrespective of whether similar to the above) outside the Bank's control or even that of the Bank's agents or subcontractors, due to strikes by employees or acts of Greek or foreign authorities or any delay, omission or inability to discharge any obligation as a result of any law, decree or other provision or threat of action by any de jure or de facto authority, or

any other grounds outside the Bank's control, not even when the Bank is bound by other legal obligations provided by national legislation or the legislation of the European Union.

Assignment

Only the Bank shall be entitled to assign its rights and obligations under the Terms, the individual banking contracts and the payment services framework contract to any third party, without the counterparty's consent, unless the Bank, in agreement with the assignee, continues to manage the Customer's relationships.

Protection of personal data

The Customer acknowledges that personal data processing by the payment systems and the Bank as payment service provider is permitted and is carried out where it is necessary to prevent, investigate or identify cases of payment fraud in accordance with the provisions of Law 2472/1997 as in force.

Out-of-court dispute resolution – Law – Jurisdiction – Language

The Customer as payment service user is entitled to submit to the General Secretariat for Consumer Affairs / Ministry of Economy, Competitiveness & Shipping complaints relating to infringements of the Bank's obligations as payment service provider, whereas for the out-of-court resolution of disputes which arise between the payment service user and the Bank as payment service provider, the competent bodies are the Consumers' Ombudsman, the Banking and Investment Services Ombudsman and the Amicable Dispute Resolution Committees of Article 11, Law 2251/1994.

The terms of this payment services framework contract in conjunction with those of the individual banking contracts which govern the provision and use of payment instruments shall be governed by Greek law. The local courts competent for the purpose of interpreting these terms and resolving any dispute which derives from the terms of this contract and the special terms in individual contracts are, as the parties have agreed, the courts of the Municipality of, Prefecture of, If the previous indent is not filled out, the competent local courts for the purpose of interpreting these terms and resolving any dispute which derives from the terms of this contract and the terms in individual contracts on the provision and use of payment instruments are the competent courts of Athens.

PART VIII

TERMS FOR THE PROVISION OF INVESTMENT SERVICES TO RETAIL CUSTOMERS

1. HSBC BANK PLC

1.1 The Bank has been established according to the law of England and Wales and is registered in the United Kingdom at 8 Canada Square, London, E14 5HQ and is supervised by the Financial Services Authority (FSA), FSA Reg. No. 114216, Companies Reg. No. 14259 and has been lawfully established in Greece under authorisation from the supervisory authority, the Bank of Greece, and is a full member of the Hellenic Banking Association, is Greek Tax Reg. No. being and its BIC/SWIFT being MIDLGRAA. is a member of the HSBC Group, whose ultimate parent company is HSBC Holdings plc which has been established in accordance with the laws of the United Kingdom (HSBC Holdings plc, the Bank and all Greek or international subsidiaries or affiliates shall hereinafter be referred to as the 'HSBC Group').

1.2 HSBC Bank plc in Greece is controlled by the Bank of Greece and the Hellenic Capital Market Commission (HCMC). HSBC Bank plc United Kingdom operates based on a license of the FSA, which controls it for transactions in financial instruments.

2. General

2.1 Unless the content leads to other conclusions, the words and phrases defined in the Law and/or the HCMC regulations shall have the same meaning when used in this Agreement.

2.2 The terms and conditions under which the Bank provides investment services and affects the Customer's (for the purposes of this section of the Terms you shall be referred to as the Customer or you, yours) legal position are determined herein. Therefore, it is to your benefit to read them carefully before accepting them. After their acceptance, these transaction terms shall constitute a legally binding agreement between the Bank and you, which shall be implemented in any financial instrument investments executed by the Bank with you, according to these terms. We shall consider that you have accepted these transaction terms either by signing them or even without signing them, if you make a transaction with our Bank for investments in financial instruments after their receipt.

2.3 You warrant that you have all the necessary permits and consents that allow you to enter transactions according to these terms.

2.4 You acknowledge that you were not based or tempted to accept these terms by any statement or attendance except those explicitly presented in these terms.

2.5 The Bank shall treat you as a retail customer. You are entitled to ask for a change of your classification, which the Bank may accept under conditions.

3. SERVICES

General Terms and Conditions for Individuals (September 2011 version)

- 3.1 The Bank may, pursuant to these terms, agree to provide the following services:
- (a) to negotiate and carry out transactions related to:
- Mutual Funds of HSBC (HELLAS) Asset Mgt Co. operating with HCMC license.
 - Mutual Funds and Collective Investments of HSBC, such as indicatively HSBC Global Investment Funds, HSBC Capital Secured Growth Funds and HSBC Portfolios – World Selection.
 - Mutual Funds and Collective Investments of third parties, proposed by HSBC Fund Selection Unit – e.g. BlackRock, Schroders, JP Morgan
 - Bonds: of the Greek Government & the European Investment Bank and other, in each case, bonds
 - Structured products through HSBC CIBM
- (b) when the Bank explicitly agrees (but not in any other case), Investment Advice for Financial Instrument Investments, and
- (c) other products/services which you may agree with the Bank from time to time.
- 3.2 When the Bank explicitly agrees to provide Investment Advice according to paragraph 3.1 and under the condition that it shall receive the appropriate information, which is presented in paragraph 3.3 below, the Bank shall take reasonable measures in order to ensure that any suggestion for an Investment or financial instrument service, is suitable for you. The Bank shall make a suggestion for an Investment or financial instrument service upon your request and according to your instructions, otherwise it shall not be responsible for managing the portfolio of your investments or providing general investment advice. The information provided by the Bank during the promotion or sale of investment products are not considered investment advice.
- 3.3 When the Bank explicitly agrees to provide Investment Advice according to paragraph 3.1, you undertake the responsibility of providing to the Bank all the information requested regarding your financial situation, the targets of the investment and your knowledge and experience regarding financial instrument investments or the services that are provided or requested, in order to allow the Bank to make a recommendation which is suitable for you. This information may include, where relevant:
- information on the duration for which you want to maintain the investment, your preferences regarding risk, your profile regarding risk and the purpose of your investment.
 - information on the source and the size of your regular income, your assets (including cash assets, investments and real estate) and your usual economic obligations and
 - information on the types of services, transactions and investments which you are aware of, the nature, size and frequency of your transactions and the period during which they were made, as well as the level of your education, profession or prior profession.
- 3.4 When the Bank provides services outside Investment Advice according to paragraph 3.1 and under the condition that it shall receive the information is presented below in paragraph 3.5, the Bank, where required by Law and/or the HCMC regulations, shall evaluate whether the investment or the financial instruments service is compatible with you. If you do not provide the information presented below in paragraph 3.5, or you provide inadequate information, please note that the Bank shall not be capable of determining whether the Investment or the financial instruments service is suitable for you and for this reason the specific service shall be treated as execution only.
- 3.5 You undertake the responsibility of providing upon request to the Bank all the information related to your knowledge and experience in the investment sector related to the Investment or the financial instrument service that is offered or required, in order to allow the Bank to evaluate whether the Investment or service is suitable for you. This information may include, where relevant, the information described above in paragraph 3.3.
- 3.6 You undertake to notify the Bank if any of the information provided, according to paragraph 3.3. or paragraph 3.5 above, changes in any way.
- 3.7 Any money kept for you by the Bank, shall be kept by the Bank under its capacity as a credit institution, and not as a custodian, which means that the money is not kept according to the FSA client money rules. Your money shall be kept in one or more accounts in your name and shall be treated in the same way as any money deposited to our bank.
- 3.8 We shall ensure that all your investments are registered in your name, unless we act as custodians on your behalf and in this case your assets may be registered at a third party in our name but on your behalf. In the aforementioned cases, the customer's assets shall be distinguished from the bank's assets.
- 3.9 We shall send all the documents that confirm the ownership of your investments at the soonest possible after their receipt. If a number of documents are related to a series of transactions, we shall keep each document until the transactions are completed and we shall then send them to you. All documents shall be sent to you via mail at your own risk.

4. BEST EXECUTION OF INSTRUCTIONS

- 4.1 The only duties of the Bank towards you according to the Best Execution are those stipulated by the Law and/or the HCMC regulations and any other duties are explicitly excluded.
- 4.2 When executing instructions for Investments in Financial Instruments, or when giving or receiving and forwarding instructions to other parties (including any company outside the HSBC Group) for execution on your behalf, the Bank shall take all necessary measures to achieve Optimum Execution according to the Law and/or the HCMC regulations.
- 4.3 During the execution of a Customer instruction, we shall take all reasonably necessary measures in order to achieve regularly the optimum possible execution result. Usually, the optimum possible result for Retail Banking Customers shall be determined based on the total consideration and shall represent the price of the financial instrument and the costs related to this execution. We may use our commercial experience and judgment in order to give priority to other factors, such as speed, the possibility of execution and arrangement, the size, nature of the instruction, effect on the market and the indirect transactions costs, but only if they decisively contribute to the provision of the Best Execution.
- 4.4 Except for the above, we shall also take into consideration other criteria such as the type of the customer's instruction, the financial instruments that are subject to the instruction in question and the places of execution where the customer's instruction may be addressed.
- 4.5 When acting as market maker, regarding the purchase and/or settlement of collective investment shares, the procedures that are indicated by the prospectus shall be implemented for achieving optimum procedures.
- 4.6 When you provide a specific instruction as regards the method of execution of your instruction, we shall try where possible to follow it. However, we note that when asked to act based on your specific instructions, we may not execute your instruction if it is not in agreement with our Bank's Execution Policy. If the Customer provides a specific instruction, it shall be deemed that we discharged our obligation to take all reasonable measures in order to achieve the Best Execution of his instruction, but as regards the aspects of the execution that are not covered by the specific directive, we shall proceed with the execution of the instruction according to our Execution Policy.
- 4.7 We shall regularly check the effectiveness of our procedures in order to ensure the Optimum Execution of the Customer's Instructions on a systematic basis but in the event that the customer has questions regarding the procedures of HSBC Greece, then he must address the Relationship Manager at the Bank.
- 4.8 We reserve the right to amend our policy where this is necessary. We shall re-examine this policy at least on an annual basis. Where any substantial change is made to this policy, including changes to the list of the execution locations, we shall inform you correspondingly. The information may be provided through our website at www.hsbc.gr or through other means of communication that are deemed appropriate.
- 4.9 A list of the execution locations we especially count on follows, because we believe that they will provide you with the best prospects for the optimum possible result on a fixed basis. This list is not complete and we may at times use other locations of execution and under the condition of your prior explicit consent, the Bank shall execute instructions outside the organized market or Multilateral Trading Facilities.

Financial instruments:

European / International Bonds

Collective Investments and Mutual Funds

Investments in products with guaranteed initial capital

Execution Locations:

HSBC GLOBAL MARKETS

The Corresponding Funds Manager

Market Makers as specified in the relevant terms and conditions.

5. THE HSBC POLICY ON CONFLICTS OF INTEREST

- 5.1 The HSBC Group is a global organisation which provides a wide range of investment and financial services. Under the above capacity, in some cases either HSBC or another enterprise associated with HSBC may have interests that conflict with the interests of certain customers or with the discharge of their obligations towards customers. The above include conflicts arising between on the one hand HSBC interests, its associated businesses and employees, and on the other hand the customers, as well as between customers themselves.
- 5.2 The HSBC Group has established procedures which are designed to identify and manage such conflicts. The procedures include organizational and administrative measures for protecting customer interests. A basic component of this policy is that the persons involved in activities that have risk of conflict of interests act independently to each other.
- 5.3 Where necessary, HSBC maintains mechanisms that deter the provision of information to certain employees in order to protect customer interests and to avoid any non-permitted access to information related to customers. In certain cases, HSBC may negotiate on its own behalf and deal with customers for this purpose. For these cases, HSBC has established procedures that protect customer interests.

5.4 In certain cases the HSBC control procedures and mechanisms may not be adequate to ensure that a potential conflict of interest shall not damage customer interests. If necessary HSBC may consider appropriate to disclose the potential conflict of interests to the customer and officially receive the customer's consent before proceeding. HSBC shall not proceed with any action if risk of damaging the customer's interests continues to exist.

5.5 The Bank shall provide additional information on the conflict of interest policy upon your written request.

6. CONFIRMATIONS

The Bank shall send to you or shall arrange to have sent, related to each transaction made for you or on your behalf, a transaction confirmation that confirms the execution of the order and includes details of the transaction. Where possible, the transaction confirmation shall include the costs related to the transaction and the services provided on your behalf by the Bank. The confirmations shall be final (with the exception of a clearly visible error) if you do not raise, immediately and in writing, objections related to them to the Bank and presumed to have received and accepted the confirmations, but counterevidence may always be submitted. The Bank shall provide, upon request, information on the statuses of any order given by you or on your behalf.

7. TELEPHONE CONVERSATION RECORDING AND MONITORING OF COMMUNICATIONS

In some cases, communications (including email, voicemail, telephone calls and webpage use files), as well as printed mail, such as envelopes or packages, may be monitored, recorded or inspected (where appropriate) using monitoring devices or other technical or natural means. This monitoring may take place from time to time, where this is necessary and for reasons permitted by law, including indicatively the recording of the details of the business transactions, in order to ensure compliance with the Bank's policies and procedures. All telephone conversations may be recorded by the Bank without the use of a warning tone. The Bank may act upon telephone instructions, before receiving any confirmation documents and the telephone conversation files shall be final proof of such instructions. The Bank's files are and shall remain its exclusive property.

8. COSTS AND CHARGES

8.1 The Bank will provide information about the costs and the relevant charges that will burden you according to the terms of Works of the Investments in financial instruments referred to in this Agreement, including the relevant fees, commissions, charges, expenses and taxes payable to the Bank ('Charges').

8.2 You shall pay upon request to the Bank such charges you are burdened with according to the terms of transactions for the Investments in Financial instruments they refer to.

8.3 You may also have to pay taxes owed by you for Investments in Financial Instruments according to these terms.

8.4 The Bank may pay or receive fees, commissions or non-monetary debts to and from a company of the HSBC Group or any third party, where this is allowed by Law and/or HCMC regulations.

9. COMPLAINTS AND COMPENSATION PROCEDURES

9.1 If you have any complaint on the quality of the services offered by the Bank according to these terms, you may address your usual contact at the Bank or write a letter at any Bank branch. Your complaint shall be addressed according to Bank Procedures. If you are not able to resolve your complaints, you are entitled to refer to the Banking Ombudsman. Copies of the Prospectus and the Complaint Form issued by the Ombudsman are available for your own use, if you wish, in all Bank Branches.

9.2 Because the Bank is authorized and controlled by the FSA for the provision of investment services, you are entitled to claim compensation through the Financial Services Compensation Scheme (the 'Scheme') for any losses incurred by any breach of obligations which are owed to you according to the supervisory system. Payments by the System for investments to Customers of HSBC Bank plc are limited to 100% of the first £50,000 per investor with HSBC Bank plc, i.e. the maximum compensation payment for investment services with HSBC Bank plc, towards any customer is £50,000. For more information with regard to the System (including the amounts covered and the right of claim) the Customer may refer to the website of the FSCS www.FSCS.org.uk or call there.

10. DISSOLUTION

10.1 Unless imposed by Law and/or the HCMC regulations, contractual relations regulated by these terms may be dissolved by any party via written termination notice to the other party, which incurs its legal results, unless otherwise specified in the termination notice, upon its receipt by the party it is addressed to, under the condition that any pending transactions shall be settled and any charges or any other fees, expenses or any incurred amounts shall be paid to the Bank (including any further expenses made relating to this dissolution) and under the further condition that this dissolution shall not affect:

- a) any further guarantees or compensations given or owed by you according to these terms, each one of them maintained after the dissolution, and
- b) any other legal rights or obligations arising before or after the dissolution.

- 10.2 After the dissolution of your relationship with the Bank, all monetary amounts payable by you to the Bank shall become immediately due and payable. These are:
- a) all pending fees, charges and commissions;
 - b) any transactions expenses arising from the dissolution of the relationship;
 - c) any losses and expenses arising from the cease of any transactions or settlements or the completion of any pending obligations made on your behalf by us;
 - d) any other amounts which are due and payable by you but which have not been paid.
- 10.3 The termination shall not affect the pending rights and obligations and transactions which shall continue to be governed by these terms and the specific clauses agreed between us with regard to these transactions, until all obligations are fully discharged.

11. YOUR OBLIGATIONS

- 11.1 You shall pay, upon request, interest to the Bank on any debit balance of any of your accounts and on any other amounts due to the Bank from the date these become payable until full payment is made, at a rate which the Bank will determine from time to time or shall agree with you.
- 11.2 Any debt or obligation to the Bank shall be due and payable upon request, unless there is written consent by the Bank specifying otherwise.
- 11.3 Of there is any unjustified delay in a settlement, the Bank reserves the right, if it finds it reasonable, to close the entire or part of the pending position.

12. THE BANK'S OBLIGATIONS

- 12.1 Given that the purchases of Investments in financial instruments are subject to unforeseeable fluctuations, the Bank cannot guarantee any specific result. Therefore, neither the Bank or any director, executive, employee or agent shall be liable for erroneous decisions made in good faith, or for actions or omissions during services provided under these terms and the Bank or any director, executive, employee or agent shall be liable for errors, actions or omissions or non fulfilment that arise from negligence, fraudulent breach, fraud or bad faith.
- 12.2 You shall accept to verify and confirm anything the Bank may do or appear to do for the good provision of its services under these terms and indemnify the Bank for any losses, costs and demands that may directly or indirectly arise for the provision of these services, except for those cases when the liability arises directly due to negligence, fraud or bad faith of any director, executive, employee or agent of the Bank. However, nothing in this clause shall exempt or restrict:
- a) any Bank obligation towards you according to the Law and/or the HCMC rules;
 - b) any duty or obligation which the Bank might have according to the Law and/or the HCMC regulations or any amendment thereof with regard to the violation of such an obligation; or
 - c) any other duty or obligation unless reasonable.

13. ELECTRONIC SERVICES

- 13.1 The Bank will provide the Electronic Services which the Bank may have agreed to provide from time to time. The provision of such Electronic Services will be subject to these terms as well as the terms that are applicable for such Electronic Services which the Bank shall provide.

14. CONFIDENTIALITY AND DATA PROTECTION

- 14.1 Neither the Bank or any company in the HSBC Group is obligated to notify you or use towards your benefit any fact, issue or object that it becomes aware of during the provision of similar services to others, if such notification or use shall constitute breach of confidentiality to any other person.
- 14.2 Any information related to you or your agents shall be used and notified in the manner determined by the general transaction terms of HSBC that are provided when you apply for an account at the Bank and/or are sent at a later time by the Bank (the 'General Transaction Terms'). If you would like an extra copy of the General Transaction Terms, please contact your branch of HSBC Bank plc. Specifically and without restrictions by the General Terms, the information related to you or your agent, may be disclosed:
- a) when the Bank (or any third party acting on our behalf) is obligated by law to do so;
 - b) when it is our duty to the public to disclose the relevant information;
 - c) when the legal interests of the Bank or the HSBC Group reasonably require the disclosure; or
 - d) when the disclosure is made at your request or with your consent.

- 14.3 You accept and acknowledge that the Bank has regulatory obligations with regard to any information before the transaction or after the transaction, relating to the execution of any transactions and the Bank cannot use this information for its own commercial purposes.

15. AMENDMENT

- 15.1 The Bank may at any time change or amend one or more of these terms by relevantly notifying you in due time before this change or amendment, where this is feasible, and they shall be valid and effective immediately, provided they were promptly notified to the Customer with a relevant notice, and they are binding for you unless you submit objections in writing within thirty (30) days after the relevant notification. These revised terms shall become effective on the date specified in the notice.
- 15.2 The Bank will notify you in due time for any change in the details specified in terms 1.1., 9.1 or 9.2, the settlements described in term 3.7, the issues described in term 6, the Instruction Execution Policy, the Conflict of Interest Policy or the Charges that are material for these terms.

16. APPLICABLE LAW AND JURISDICTION

These terms and all transactions carried out according to the present document are governed by Greek law. You agree that all differences that may apply with regard to these terms or any transactions made according to them, shall be subject to the competent courts of the Municipality of of the Prefecture of If the previous indent is not filled out, the courts of Athens are agreed as competent to resolve any difference that arises from these terms or any transactions made according to them, to which both you and the Bank are irrevocably subject to, under the condition that these shall not impede the Bank from seeking a claim arising herefrom or any transaction before a court of any other jurisdiction.

17. TRANSFER AND ASSIGNMENT

- 17.1 The obligations arising from these terms are binding for, and the respective rights may be exercised by, the parties of these terms and their respective successors and assignees.
- 17.2 Without prejudice to term 17.3 below, no party can transfer any of the corresponding rights and obligations it has according to this text, any corresponding transaction or any agreement without the consent of the other party.
- 17.3 You hereby provide your consent to the Bank, so it can transfer all or part of its rights and/or obligations, to any other company associated with the Bank (each one 'Assignee'), by sending an announcement of the transfer to you. This transfer shall take place without affecting preexisting rights between the parties. After the announcement of the subrogation:
- a) the rights and/or obligations of the parties shall be transferred, the parties of these terms shall be exempted from further obligations towards each other hereunder and the relevant rights of the parties shall be cancelled; and
 - b) you and the Assignee shall acquire the same rights and shall undertake the same obligations to each other at the same time, as you would acquire and undertake if the Assignee was an original party herein, instead of the Bank.
- 17.4 To the extent required by, or consequently in, any such transfer, you agree to sign further documents and/or specific terms which the Bank or any Assignee may reasonably require in order to perform or facilitate the action described in the above term 17.3 and enter these new arrangements with you regarding the herein included services.

18. COMMUNICATION

You may contact the Bank at the address presented in term 1 of this Agreement via mail, telephone, fax, email or in person, unless you are obligated under these terms to communicate in writing (in this case you may contact the Bank by a letter delivered through the post, fax or by personal delivery to this address). The instructions or other notifications given to the Bank by you, shall be not be put into effect until actually received by the Bank in writing.

19. CASES OUTSIDE BANK'S CONTROL

- 19.1 The Bank shall not be considered in breach of these terms if there is, and shall no be accountable or responsible for, any loss or damage caused to you as a result of any total or partial failure, interruption or delay in the execution of its duties and obligations caused by act of god, fire, action of the government, state, governmental or supranational body or authority or any stock market and/or clearing house, war, civil unrest, terrorism, failure of any computer transaction system, power cuts, collective labour differences of any nature or for any other reason (similar or not to any of the above) that is outside the Bank's control.
- 19.2 If any of the events described in paragraph 19.1 occurs, the Bank shall be entitled to interrupt and settle any transaction affected by this event which is subject to these terms.

20. NULLITY

If any provision or clause or any part hereof is declared illegal, null or inapplicable for any reason, this clause, provision or part should be deleted from this document without affecting its other terms.

21. RIGHTS AND LEGAL REMEDIES

Any rights and legal remedies hereunder apply and do not exclude any rights or legal remedies provided by law. Any omission to exercise or delay in exercising the above shall not function as waiver of this right, and neither shall any isolated or partial exercise impede its further execution.

SCHEDULE 1

DEFINITIONS

In this Agreement, the following words and expressions, unless otherwise defined by the text, shall have the following meanings:

Best Execution: this means, related to the execution of an instruction, the assignment or the receipt and forwarding of instructions, the best possible result for you according to the law and/or the HCMC, taking into account the factors described in these regulations as executed in accordance with the Bank's Payment Execution Policy.

HCMC: This means the Hellenic Capital Market Commission, or any supervisory authority that succeeds it, which together with the Bank of Greece and/or independently may supervise the service provision of HSBC in Greece as mentioned in this Agreement.

Investment in financial instruments: This has the meaning it has in the Law and/or the HCMC Regulations, including, but not limited to, shares, bonds, government bonds, sale or purchase options, futures, contracts for differences and rights or interests in such investments.

Investment Works in financial instruments: This has the meaning it has in the Law and/or the HCMC Regulations, including, but not limited to, transactions in investments where the Bank acts either on own behalf or as agent, settlements related to transactions in investments and investment management.

Investment Advice: This has the meaning given by the Law and/or the HCMC regulations.

Electronic Services: This means the Services as they are defined in the Electronic Services Terms.

HCMC Regulations: This means the HCMC regulations and procedures that are in effect from time to time, including any related joint decisions between the HCMC and the Bank of Greece

Law: This means Law 3606/2007 and any law, provision, ministerial decision or any other legislative part which is implemented in investment services.

HSBC Group: This means the group of companies whose ultimate holdings company is HSBC Holdings plc.

Instruction Execution Policy: This means the Bank's policy for compliance with its obligations to provide Optimum Execution, as this is amended from time to time.

SCHEDULE 2

INFORMATION RELATING TO INVESTMENTS IN FINANCIAL INSTRUMENTS AND ASSOCIATED RISKS FOR RETAIL CUSTOMERS

This notice is provided to you, as retail customer, in compliance with the rules of the Bank of Greece and the Hellenic Capital Market Commission. The notice contains information for certain of the investments in Financial Instruments (as specified in Law 3606/8.2007) and includes guidance and warnings about the risks associated with these Investments in Financial Instruments. It is provided to you so you may understand the nature and the risks of the service and the specific type of Investments in Financial Instruments offered, and therefore making your investments whilst informed. This notice cannot describe all the risks and the important aspects of Investments in Financial Instruments. You must not carry out transactions with these products unless you understand their nature and the extent of your exposure to risk and possible losses. Furthermore, an Investment in Financial Instruments must satisfy you and you must consider that it is appropriate for you, taking into account your personal circumstances and your financial position.

If an Investment in Financial Instruments consists of two or more different Investments in Financial Instruments or services and the risks associated with them are potentially greater than the risks associated with each investment separately, HSBC shall provide, at the time it offers the Investment in Financial Instruments, an adequate description of the investments that comprise this Investment in Financial Instruments and the way in which their interaction increases the risks. Even though derivatives may be used to manage the investment risk, some of these products are not appropriate for many investors. Different Investments in Financial Instruments include various levels of exposure to risk and in order to decide whether you shall carry out transactions in such Investments in Financial Instruments, you must be aware of the following:

1. Shares

A share is an instrument representing a shareholder's rights in a company. Shares may be issued in bearer or registered form and a certificate may be issued or they may be dematerialized. A share represents part of a company's share capital. Payments of dividends and the increase of the share's value may occur, but this is not guaranteed. The shareholder has economic and ownership rights, which are stipulated by law and the company's articles of association. Unless otherwise stipulated, transfers of bearer shares do not follow any formal procedure.

However, the transfers of registered shares are often subject to restrictions. Transactions with shares may have risks which include but are not limited to the following:

- a) Corporate risk: A buyer of shares does not loan money to the company, but becomes the company's co-owner. Thus, he or she, participate in the company's growth, as well as the possibilities for profit and loss, something which makes difficult any prediction about the performance of such an investment. In an extreme event, the company might declare bankruptcy, resulting in the loss of all invested funds.
- b) Price change risk: The prices of the shares may undergo unforeseeable fluctuations causing risk of loss. The prices increase and decrease in the short-term, mid-term and long-term, and it is impossible to determine the duration of these periodic cycles. The general market risk must be distinguished from the specific risk associated with the company itself. Both risks, together or separately, affect the price of the shares.
- c) Dividend risk: The dividend per share depends mostly on the profits distributed by the company and its dividend policy. In the case of low profit or loss, dividend payments may decrease or may not be made at all.

2. Bonds

Bonds are negotiable debt securities which are issued in registered or bearer form by a company or a government body to creditors. The duration of the debt, as well as the terms and conditions of the settlement, are determined in advance. Unless otherwise stipulated, the bond is paid off on the date of its maturity. Payments of the bonds' interest may be either (i) fixed for the entire duration, or (ii) variable and often connected to reference indexes (e.g. FIBOR or LIBOR). The buyer of a bond (the creditor) is entitled to claims vis-à-vis the issuer (the debtor). Transactions with bonds may have risks which include but are not limited to the following:

- a) Insolvency risk: The issuer may become temporarily or permanently insolvent, resulting in his inability to pay the interest or redeem the bond. The solvency of an issuer may change due to one or more of a series of factors, including the issuer company itself, the financial sector of the issuer's activity and/or the economic and political situation of the involved countries. The exacerbation of an issuer's solvency shall affect the price of the issued securities.
- b) Interest rate risk: The uncertainty characterizing the fluctuations of interest rates has the result that buyers of securities with a fixed interest rate undertake the risk of a decrease in the value of the securities, if interest rates increase. The greater the term of the loan and the smaller the interest rate, the greater the sensitivity of the bond to an increase of the market's interest rates.
- c) Credit risk: The value of a bond shall fall in the case of default or a decrease of the issuer's credit rating. In general, the higher the relevant interest rate (this means compared to the interest rate of a zero risk security, with similar maturity and interest rate structure) the greater the credit risk that characterizes the issuer.
- d) Early redemption risk: The issuer of a bond may include a term allowing the early redemption of the bond if the market's interest rates fall. This early redemption may result in a change in the expected yield.
- e) Risks specifically associated with bonds redeemed with the issue of cheques: Bonds redeemed with the issue of cheques have a maturation which is difficult to determine, in which case unexpected changes may occur to the yield of these bonds.
- f) Risks in specific types of bonds: Further risks may be associated with certain types of bonds, for example floating rate notes, inverse floating rate notes, zero coupons, bonds in foreign currency, convertible bonds, reverse convertible securities, index-linked bonds and subordinated bonds. With regard to these bonds, it is recommended to investigate the risks included in the Prospectus of the issue and to not buy such securities before fully comprehending all risks. With regard to subordinated bonds, it is recommended to find out about the classification of the bond compared to other bonds of the issuer. In fact, if the issuer defaults, these bonds shall be redeemed only after all creditors higher in the classification are paid, and there is a risk that you will not be compensated. In the case of reverse convertible bonds, there is a risk that you will not be fully compensated, but that you will receive an amount upon maturation, equal to the underlying securities.

3. Foreign Markets and Foreign Currency Denominated Securities

Transactions in foreign markets, which include the financial markets of developing countries (emerging markets) shall have different risks from transactions in developed country markets, such as the UK. In certain cases, the risk shall be greater. On request, HSBC shall provide an explanation regarding the relevant risks and precautions (if any) that exist in any foreign market, including whether, and to what extent, it shall assume liability for any default of a foreign company through which it carries out the transaction. The potential profit or loss from transactions in foreign markets or contracts and securities denominated in foreign currency shall be affected by the fluctuations of exchange rates. Investments in Emerging Markets are exposed to more risks, including the rising inflation, interest rate fluctuations, adverse repatriation laws and fiscal measures and the macroeconomic and political risk.

4. Mutual Funds

General Risk Factors:

Investment in any individual mutual fund has a degree of risk, including indicatively the risks mentioned below. Potential investors must study the special risk factors as mentioned in the Simplified Prospectus and Regulations before making a decision to invest. There is no guarantee that mutual funds shall achieve the investment goals and past performance does not ensure future performance. An investment may also be affected by any change in exchange control regulations, tax laws, withheld tax and economic or currency policies.

- a) Market risk: The value of investments and the income from them may go down as well as up and investors may never recover the original amount invested in a mutual fund. In particular, the value of investments

may be affected by uncertainties, such as international, political and economic developments or changes in government policies.

- b) Interest rate risk: The value of an individual fund that invests in bonds and other fixed income securities may fall if interest rates change. In general, the prices of securities go up if interest rates fall, and fall if interest rates go up. Greater duration bonds are usually more sensitive to interest rate changes.
- c) Credit risk: An individual fund that invests in bonds and other fixed income securities is subject to the risk that issuers may not make the payments for these securities. An issuer suffering an adverse change in its financial situation may decrease the credit quality of a security, causing greater volatility in the price of the security. A decrease in the credit rating of a security may eliminate the liquidity of a security, making more difficult its sale. Individual funds that invest in lower quality securities are more susceptible to these problems and their value may be more volatile.
- c) Foreign exchange risk: Because the assets and liabilities of an individual fund may be negotiated in currencies different from the investor's base currency, the individual fund may be positively or adversely affected by foreign exchange control regulations or changes in the exchange rates between the base currency and the other currencies. Changes in the exchange rates may affect the value of the units of an individual fund, the dividends or the accrued interest and the profit or loss effected. Exchange rates between currencies are determined by supply and demand in the currency exchange markets, the internal balance of payments, governmental intervention, speculation and other economic and political conditions. If the currency in which a security is negotiated appreciates against the base currency, then the value of the security shall increase. Conversely, a decline in the exchange rate of the currency will adversely affect the value of the security. An individual fund may participate in transactions in foreign currency, in order to hedge the foreign currency risk, but there is no guarantee that the hedging or protection will be achieved. This strategy may restrict the individual fund from benefiting from the performance of the securities, if the currency in which the securities of the individual funds are negotiated in shows an increase against the base currency.
- e) Futures & options: Under certain conditions, the mutual fund Manager may use derivatives (futures & options) in shares, indexes and interest rates with the purpose of effectively managing the portfolio. He may also hedge market and currency risks using financial futures, options and foreign currency futures. The mutual fund may invest only within the limits determined in the Prospectus. Transactions in derivatives have a great degree of risk. The initial margin amount is small compared to the value of the derivative, resulting in leveraged or geared transactions. A relatively small market activity shall have a proportionately greater impact in favour or against the investor.

Certain instructions aiming to restrict losses to certain amounts may not be effective because market conditions make impossible the execution of such instructions. Transactions in options also have a great degree of risk. Option writing usually has a significantly greater risk than option purchasing. Even though the seller's premium is fixed, the seller may suffer losses that exceed the premium. The seller is exposed to the risk of the buyer exercising the option and the seller shall be obliged either to settle the option in cash or acquire or deliver the underlying security. If the option is covered by the seller, who keeps a corresponding position in the underlying security or a forward position in another option, the risk may decrease.

5. Postponements of Negotiations

Under certain negotiation conditions, it may be difficult or impossible to liquidate a position. This may occur, for example, in periods of fast change of prices if the price goes up or down in a session of negotiations, to such a degree that according to the rules of the relevant stock market, negotiations shall be postponed or prohibited. Giving an order to stop the loss shall not necessarily stop your losses to the expected degree, because market conditions might make it impossible to execute such an order at the specified price.

6. Non Highly Liquid Investments

When Investments in Financial Instruments include any investments which are (i) government or public securities or (ii) other securities except for those that are or shall be entered in an official list in an EEA country or that are negotiated or will be negotiated regularly in a, or under the rules of a, supervised market or in another stock market, it is not certain that market makers shall be available to negotiate such investments and there may not be sufficient available information for the determination of the present value of such investments.

7. Capital Guaranteed Deposits (CGD)

Capital Guaranteed Deposits are special time deposits with a specific maturity date. The terms of the investment may be short-term but in some cases may last up to five years.

There are different possible (potential) performances for the deposit, which depend on the behaviour of some underlying index. Depending on the behaviour of the underlying index, the Capital Guaranteed Deposits may offer attractive performances. If the deposit is liquidated before its maturity, the return of its original capital is not guaranteed. Because usually there is only one negotiator (the issuer) it is not possible to find a competitive offer in the event of early redemption. When the average of regular measurements is used during the investment for the calculation of the index's final value, in a period of a rising market for the underlying index, the final performance of the depositor may be mitigated. Because each issue has special terms and features, investors must carefully study the product's fact sheet before making a decision to invest in Capital Guaranteed Deposits.

I RECEIVED A COPY OF THESE TERMS AND CONDITIONS WHICH I HAVE STUDIED, COMPREHENDED AND I EXPRESSLY AND UNRESERVEDLY ACCEPT AND ACKNOWLEDGE THAT THE BANK'S PRICE LIST FOR PROVIDED SERVICES, DEPOSIT AND LOAN INTEREST RATE TABLES, CUT-OFF TIMES FOR EACH SERVICE CHANNEL TABLES AND CURRENCY CUT-OFF TIMES TABLES, AS APPLICABLE, CONSTITUTE AN INTEGRAL PART OF THESE TERMS AND CONDITIONS AND ARE AVAILABLE IN BRANCH, THE BANK'S WEBSITE AND THROUGH THE BANK'S HSBC PHONE BANKING AND HSBC INTERNET BANKING SERVICES, WHICH I ACCEPT IN THEIR ENTIRETY.

Branch

Date _____

HSBC BANK PLC

THE 1ST JOINT HOLDER

Authorised signature

Name-Surname/Signature

Date _____

Customer's Personal number _____
(filled out by Bank)

THE 2ND JOINT HOLDER

Name-Surname / Signature

Date _____

Customer's Personal number _____
(filled out by Bank)

THE 3RD JOINT HOLDER

Name-Surname / Signature

Date _____

Customer's Personal number _____
(filled out by Bank)

Account number _____
(filled out by Bank)

FORM FOR ACCEPTANCE AND RECEIPT OF COPY OF GENERAL TRANSACTION TERMS AND CONDITIONS FOR INDIVIDUALS (September 2011 version) CONSISTING OF PARTS WHICH INCLUDE THE TERMS AND CONDITIONS OF THE PAYMENT SERVICES FRAMEWORK CONTRACT, CASH AND CREDIT CARD AS WELL AS OVERDRAFT, TERMS FOR THE BANK'S ALTERNATIVE CHANNELS FOR PAYMENT SERVICES AND TERMS FOR THE PROVISION OF INVESTMENT SERVICES TO RETAIL CUSTOMERS

It is hereby certified that each customer signing below, expressly and unreservedly states that:

(a) he/she received an accurate copy of the above version (September 2011) of the General Transaction Terms and Conditions for individuals.

(b) studied, comprehended and expressly and unreservedly accepted the general transaction terms and conditions for individuals (September 2011 version), acknowledging that the bank's price list for provided services, deposit and loan interest rate tables, cut-off times for each service channel tables and currency cut-off times tables, as applicable, constitute an integral part of these terms and conditions and are available in branch, the bank's website and through the bank's HSBC Phone Banking and HSBC Internet Banking services.

The Customer further states that the details and signature below are accurate. This document is kept in the Bank's records.

Branch _____
Date _____

HSBC BANK PLC

THE 1ST JOINT HOLDER

Authorised signature

Name-Surname/Signature
Date _____
Customer's Personal number _____
(filled out by Bank)

THE 2ND JOINT HOLDER

Name-Surname / Signature
Date _____
Customer's Personal number _____
(filled out by Bank)

THE 3RD JOINT HOLDER

Name-Surname / Signature
Date _____
Customer's Personal number _____
(filled out by Bank)

Account number _____
(filled out by Bank)

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