

General Terms and Conditions

for individuals

1. INTRODUCTION

- 1.1. The following General Terms and Conditions (hereinafter the 'Terms') shall govern relations between Branches of HSBC Bank plc in Greece (hereinafter the 'Bank') and the natural person it enters into contract with (hereinafter the 'Customer' or 'him' or 'his', irrespective of number or gender). The Customer is recommended to read the Terms and to keep them in a safe place. In all events the Customer is entitled during any time that the contractual relationship with the Bank is in effect to request and receive a copy of the Terms and information about the contractual terms relating to payment services in hardcopy or in other durable medium. The Bank 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 the relevant authorisation from the supervisory authority, namely the Bank of Greece, and is a full member of the Hellenic Bank Association, its Greek Tax Reg. No. being 098031225 and its BIC/SWIFT being MIDLGRAA. The Bank is covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors – including most individuals and small businesses – are covered by the scheme. In respect of deposits, an eligible depositor is entitled to claim up to £50,000. 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 £50,000 each making a total of £100,000. The £50,000 limit relates to the combined amount in all the eligible depositor's account 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 deposits under both trading names will only be eligible for one claim of GBP 50,000 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.
- 1.2. The Bank's parent company is HSBC Holdings plc which has been established in accordance with the laws of the United Kingdom and Wales (HSBC Holdings plc, the Bank and all Greek or international subsidiaries or affiliates shall hereinafter be referred to as the 'HSBC Group').
- 1.3. 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.

- 1.4. These Terms contain the terms and conditions of the contractual relationship between the Bank and the Customer and may be supplemented or amended by terms contained in other more individual banking contracts or agreements, or in the framework contract on the provision and use of payment services. The Terms and the terms and conditions in other individual banking contracts/agreements and the framework contract on the provision and use of payment services shall constitute a single text and all terms are agreed as material.
- 1.5. The Bank may engage in all banking activities provided for by Law 3601/2007 on the taking up and 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. Any amendments to the Terms as a result of decisions of the administrative, financial or monetary authorities of Greece or the EU; or of more wide-ranging changes in general banking methods; or of systemic and procedural changes of the Bank; or of changes in market conditions; or because such are favourable for the Customer or for reasons of accurate and much clearer stipulation or of improvement of the Bank's services or decisions of the Bank itself shall be valid and effective immediately provided they are promptly notified to the Customer through statements sent out or through notices in the mass media and/or posted in-branch and/or on the Bank's website and/or using other means suitable for this purpose, and shall be binding on the Customer unless he submits objections in writing or by calling the HSBC Phone Banking Service and talking to a Bank agent rather than the Interactive Voice Response System, within thirty (30) days from such notice or announcement.
- 1.7. The Customer hereby acknowledges that where there are amendments to terms or services which relate to and concern payment services under the framework contract on the provision and use of payment services and the Bank services price list and/or the Bank cut off times tables and/or currency cut off tables, and those amendments are not favourable for the Customer, as a payment service user, the notice or announcement shall be provided using the media cited above, two (2) months before they take effect, unless Greek legislation specifies in such cases that a shorter deadline shall apply and the Customer declares that in case he does not object within the two months period to a proposition addressed by the

Bank via the aforementioned means for entering into the framework contract, his non objection is equivalent to his acceptance of such proposition. Where the Customer, as a payment service user provided by the Bank, does not submit objections on the said amendments which were notified, within the time period of two (2) months, and in particular where he makes use of the Bank's payment services after that 2-month deadline, the Bank shall deem, and the Customer hereby acknowledges, that he has in fact expressly and unreservedly accepted those amendments. Where he does not accept the amendments, the notice period given by the Bank for such amendments shall also be taken as the date of notice given by the Customer, in which case rescission by the Customer shall be effective at the end of that period. The Customer hereby agrees that changes in interest rates or exchange rates relating to reference rates or reference exchange rates which have been agreed shall not require 2-months advance notice and will be immediately effective, and shall not constitute an amendment to the framework contract or these Terms. The Customer acknowledges and accepts that in case of amendment of terms of the framework contract for provision of payment services which are favourable for him or are imposed by legislation or supervising authorities or due to systemic and procedural changes of the Bank or for reasons of clearer stipulation the two months' notice period is not required and are deemed valid and immediately effective since notified according to the aforementioned means.

2. CUSTOMER – BANK RELATIONS

2.1. Business relations between the Customer and Bank shall be based on mutual trust. The Bank shall place its organisational structure at the Customer's disposal in order to execute his various instructions. From his part, the Customer undertakes the obligation, at the beginning of the banking relationship and during such, to set at the Bank's disposal all necessary documents imposed by law and upon the Bank's discretion required from the Customer's particulars, either by providing of originals or certified copies of valid public documents (such as an ID card or passport) or documents specified in Decision No. 281/17.3.2009 of the Bank of Greece as in force from time to time:

- The full and accurate particulars of the Customer's ID (name/surname and father's name, ID card or passport number, issuing authority, date and place of birth) and a specimen of his signature.
- His current home address and his contact phone number.
- His occupation and current occupational address and phone number.
- His Taxpayer's Identification Number (AFM)

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 conduct of any transactions. 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/contractual 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 measure(s) i.e. not entering into/conducting a contract/transaction, refusal of rendering services or engage in activities even termination of the business/contractual relationship by and between the Bank and the Customer if the terms and conditions of identification and verification of the Customer's data and particulars have not been satisfied.

The Customer hereby undertakes the obligation to immediately communicate to the Bank in writing and duly signed any case of amendment of any of the aforementioned particulars, data and information and provide such (in original or certified copy) for the identification and verification of the changed/amended data within the framework of the aforementioned decision of the Bank of Greece and during the contractual relationship with the Bank.

- 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) 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 actual 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 enter into transactions.
- 2.5 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 (in other words circumstances which are beyond the Bank's control, which are unusual and unforeseeable and whose consequences could not have been avoided

no matter the degree of diligence shown 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 due to strikes by employees or acts of Greek or foreign authorities or any other ground (irrespective of whether similar to the above) beyond the Bank's control or even that of the Bank's agents or subcontractors, 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 beyond the Bank's control.

2.6 The Bank and all members of the HSBC Group shall be obliged to act in accordance with the laws and regulations which apply in the various states 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 concerns appropriate in line with the 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 the 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 the said laws and regulations, or
- (ii) exercise by the Bank of the rights given 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 taken 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, doing so directly where that is reasonably feasible.

- 2.7 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 FSA's Client Money Rules shall not apply to monies received by the Bank.
- 2.8 The Customer hereby consents to the Bank selling him Bank products and/or providing him with Bank services via Bank alternative networks, in which case the Bank and/or members of the HSBC Group or its agents may provide information and/or sell products to the Customer over the phone, by email or using other means, in relation to special offers to which the Customer is entitled or HSBC Group products and services which the Bank considers may be of interest to the Customer, and could be financially beneficial to him, unless he objects to this by calling the HSBC Phone Banking Service and/or submits a written objection.
- 2.9. The Bank shall be entitled to a fee for products and services offered to the Customer, in accordance with its products and services price list, valid from time to 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, from which the Customer can see Bank or third party fees and charges. The non objection and/or use of a product and/or service by the Customer shall entails unreserved acceptance of the charges involved based on the Bank' product and services price list, which constitutes an integral part of these Terms.

3. OPENING AND OPERATION OF ACCOUNTS AND PAYMENT ACCOUNTS

- 3.1 When a Customer requests that an account be opened, and then uses that account, he accepts and acknowledges that he received a copy of the Terms and the relevant price lists and the cut off times and that he examined and understood those and the Customer shall be obliged to inform the Bank in writing of the natural persons who may be authorised to use the account, 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 no notice in writing cancelling them has been submitted. Such notice in writing is also required even if

the cancellation or change in representation is based on official documentation.

The Customer's authorisation/consent for operation of the account (and the payment account as defined in Term 20 hereof and subject to the type of account which may be defined by the Bank from time to time as a payment 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 instruments (means) 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 to cover the instruction in the relevant account or that any overdraft limit which has been agreed is adequate.

- 3.2 Where the 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 and the Bank shall, where the Customer defaults, be entitled to transfer balances and apply debits/credits from one account to another or to propose the setting off of claims arising from one account with counterclaims from another account.
- 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 its own 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 Each of the beneficiaries of cash deposits in a joint account acknowledges and accepts that when they maintain a joint account with the Bank, each beneficiary may on his own 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/co-holders declares that where any of the

other joint beneficiaries is deceased, the monies deposited in the account 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 on deposits in joint accounts, as in force, shall apply.

- 3.6 The Customer shall be entitled to enter into payment transactions to and from the payment account, as defined in and as governed by the terms and conditions of the framework contract on the provision and use of payment services, as outlined in Article 20 below of these Terms or in a separate contract, at the Bank's discretion, in conjunction with the service price lists, the Bank cut off times and the currency cut off times. Moreover the Customer hereby authorises the Bank in the case of direct debits to debit his account in accordance with the instructions received from the organisation concerned in each case which sends instructions to the Bank to debit the Customer's account.

4. CONTRACTUAL TERMS RELATING TO CHEQUES

- 4.1 The Bank hereby grants the Customer the option to dispose off 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, 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 payment the Customer's cheque. The Bank's liability relating to whether or not these conditions are met shall

be limited only to matters of fraud and gross negligence.

- 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 bear exclusively liability for any loss incurred by the Bank, himself or a third party from payment or non-payment of cheques which have been stolen, lost, forged or altered in relation to 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 off-set 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 manner of 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 did 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 bounced cheques.
- 4.10 Where the Customer issues a bounced cheque the Bank shall be entitled to close his 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 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 be entitled to pay any of those cheques at its discretion, irrespective of the date on which they were issued.
- 4.12 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 fact. Until such notice is given the Customer shall be liable, irrespective of amount, for any payment made or any cheques which were stopped due to inadequate funds being available in the account. 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 The Customer/originator agrees that up until 1.1.2012 (or until the date which may be specified at any time after that by Greek law or by the competent authority) the Bank shall in relation to all payments denominated in Euro to/from payment accounts in the European Union or the European Economic Area, where the payment service provider are established in the European Union or the European Economic Area, ensure that the maximum execution deadline shall be 3 business days from the cut off time as specified and defined by the Bank (and notified to the Customer/originator in-branch, on the Bank's website or using the HSBC Phone Banking Service and HSBC Internet Banking Service for subscribers to those services) with the value date being the specified date or the execution 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 business day. In the case of a public holiday, the amount shall be credited to the payee's account on the next business day. All other payment instructions in a currency of an EEA Member State to an account maintained in the EEA shall be executed within 4 business days at the latest. In all events the Bank shall be entitled to execute instructions before the said deadlines. Business days shall be mean days on which the Bank operates so that it is possible for it to execute payment transactions and days on which the TARGET 2 system operates (in relation to Euro-denominated payments) as specified by the Bank of Greece and European Central Bank respectively.
- 5.2 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, meaning 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 specified by the Bank in each case for each payment service channel, subject to change by the Bank, in which case the prevailing Bank exchange rate shall apply on the business 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.
- 5.3 When executing a payment transaction within the European Community or the European Economic Area (including the Swiss Franc as the currency of Lichtenstein), where the two payment service providers (for the payer and payee) are in an EEA Member State (a PSD payment), the

Bank's charges shall be payable by the Customer/originator while any payee's bank charges shall be payable by the payee, without that meaning that the two charges ought to be equal, and no sum shall be withheld from the original payment amount. The Bank, as well as the payer or payee's payment 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.

- 5.4 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.
- 5.5 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.
- 5.6 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.
- 5.7 The Bank shall be obliged to notify the Customer of the time at which operations for executing wire transfers or for issuing banker's drafts are terminated, which shall be notified to the Customer before the time at

which payment instructions are received, and shall be available in-branch, on the Bank's website and via the HSBC Phone Banking and HSBC Internet Banking services for subscribers to those 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 credits in EURO from a Customer account maintained in EURO or in another currency, credited to the payee's account, which transfer is effected using the SEPA system. The value date and execution date for SEPA payments shall be 2 business days after the date on which the payment instruction is received, based on the Bank's cut off times and currency cut off times.

- 5.8 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 acknowledges and agrees that where the payment instruction is executed based on his/her unique identifier the instruction shall be presumed to have been properly executed in relation to payment instructions credited to the payee's account. If the information required to execute a payment instruction (like the unique identifier) for outgoing payment instructions, which is provided by the user of payment services is erroneous or inaccurate, the Bank shall bear no liability for non-execution or delay or improper execution of the payment transaction. However, the Bank 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 the Customer/originator for recovering such monies, which charge shall be notified to him/her by phone or by directly debit his/her account. The Customer/originator acknowledges and accepts that where additional information is provided, the Bank shall only be liable for executing payment transactions in accordance with the exclusive customer ID provided.
- 5.9 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/her address and/or his/her 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.

- 5.10 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. 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 which has been agreed with the Bank. 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 previous instructions which have been executed but not yet debited to the Customer's account or which have been agreed to be executed. 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 liable 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 which arises from incomplete, unclear or erroneous information or instructions. Where a SEPA payment is rejected or returned, the Bank shall be obliged to inform the Customer/originator about the reasons for rejection/return by phone, fax or email to the Customer/originator's email address.
- 5.11 Irrevocability of payment instructions – conditions under which instructions may be revoked: Customers/originators shall not be entitled to revoke payment instructions which have been received by the Bank. Subject to the said point in time at which an instruction becomes irrevocable, in line with Bank cut off times and currency cut off times, the Customer/originator declares, as a payment service user, that he/she acknowledges that his/her consent for a payment transaction may be revoked in-branch or using the HSBC Phone Banking Service 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 and currency cut off times, in order for the Bank to be able to take the necessary steps. Instructions relating to electronic transfers may be cancelled before 15:00 hours. Where it is agreed that a payment instruction shall begin to be executed on a specific date or at the end of a specific period or on the day on which the Customer/originator has made adequate funds available to the Bank, the Customer/originator shall be entitled to revoke the payment instruction no later than the end of the business day before the agreed date (namely before 15:00 hours). As a

user of the Bank's payment services, the Customer/originator acknowledges that the Bank may impose a charge for such revocation.

- 5.12 The Customer hereby acknowledges and accepts that 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 where there are not 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. The Bank shall send or make available the notification at the first opportunity and in all events at the latest by the end of the next business day after the specified execution date, or where the order is expressed in EURO, for the period up to 1.1.2012 (or any other later date which may be specified) up to 3 business days later at the latest. The Customer/originator has already accepted that the Bank 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 shall deem that order to have never been received. Where the Bank 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 Customer after refusal to execute in writing, by phone or by fax.
- 5.13 Following a request from 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/her.
- 5.14 The Customer/originator shall be entitled to request the restitution of losses incurred only where it has notified the Bank without undue delay in writing or using the HSBC Phone Banking Service when he/she realises that there has been a non-approved or erroneously executed payment transaction where the payer's payment service provider and the payee's payment service provider are both established in the EU or EEA and the payment is in the corresponding currencies, and this notice is given within 13 months from the date on which the debit is applied. In case of undue delay of the Customer to notify the Bank for a non-approved transaction the Bank shall not be obliged to make restitution of any losses which the Customer has incurred. Where, however, the relevant conditions are met, the Bank shall promptly return the amount of the non-approved payment transaction to the Customer/originator/payer,

and if appropriate shall return the payment account which was debited to its prior condition.

- 5.15 The Customer shall be entitled to submit complaints to the Bank of Greece about infringements of the Bank's obligations as payment service provider and payment transactions. Out-of-court settlement of such disputes has been assigned to the following competent bodies: the Consumer Ombudsman and the Banking - Investment Services Ombudsman. The terms and conditions herein are governed by Greek law and have been worded in Greek and all communications addressed to the Customer/originator shall be in Greek. The local courts competent for interpreting these terms and resolving any dispute which derives from these terms and the special terms in individual agreements and contracts are, as the parties have agreed, the courts of Athens.

6. INTEREST, TAX, ETC.

- 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 manner of loan 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 2 month's notice of the change, unless the interest rates or reference exchange rates already agreed with the Customer change, and unless the changes are favourable to the Customer, in which case they shall apply immediately. In all events, during that time the Customer shall be entitled to submit objections and to terminate the relationship with the Bank in accordance with the aforementioned Terms and in particular to terminate the framework contract on the provision and use of payment services.
- 6.3 Early/premature withdrawals of time deposits are subject to the consent of the Bank and shall be subject to charges. In cases of time deposits of duration up to three (3) months the charge of early/premature withdrawal shall be no means affect the capital initially invested. In cases of time deposits of duration more than three (3) months the early/premature withdrawal is permitted subject to terms and conditions set by the Bank.
- 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 manner of 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.

- 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. NOTIFICATIONS OF TRANSACTIONS AND PAYMENT TRANSACTIONS AND INSTRUCTIONS

The Customer shall be obliged to operate 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.

Notices of transactions and all manner of Bank letters shall be deemed to be valid if sent by mail to the last correspondence address provided by the Customer to the Bank, subject to the Customer or his co-beneficiary registering as a subscriber for the Internet Banking service and opting for electronic dispatch of statements, provided that the Bank offers such a service. As proof of dispatch of these notifications, the Bank may cite the copy of the relevant document it has on file. Where the Customer is a beneficiary of a joint account, as joint beneficiary he acknowledges and accepts that where the other joint beneficiary of the account (provided that account is not related to a credit card issued by the Bank) subscribes to the Bank's Internet Banking service and requests e-statements, he shall no longer receive printed statements, unless he submits a request to the contrary, in which case printed statements shall be sent to him. A letter indicating that printed statements will no longer be sent out by the Bank. In all events, statements shall be available to the Customer in-branch.

Any objections or counterevidence from the Customer about statements or extracts from statements or securities statements which have been sent to him by the Bank must be submitted to the Bank without undue delay in writing, and in the case of payment transactions as defined below, must be submitted within 8 weeks if the payment transactions were originated by the payee or via him, or within 13 months from the date on which the account was debited in the case of non-approved or erroneous payment transactions. It is hereby agreed that in case of undue delay by

the Customer to notify the Bank, the latter as payment service provider shall not be liable to make restitution of losses incurred by the Customer. Otherwise the Bank shall promptly return the money from the non-approved payment transaction to the payer, and if appropriate, shall restore the payment account debited to its prior condition within the said deadline, provided it is not proven that the Customer acted fraudulently or did not comply with one or more of his obligations deliberately or as a result of gross negligence.

It is recommended and the Customer is obliged to examine statements which are sent or made available to him. 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 within the said deadlines and under the said conditions.

- 7.4 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.
- 7.5 Where the Customer changes his address without informing the Bank in writing he will be assumed to be aware of and to have accepted the Bank's activities and decisions relating to his account until the date on which the Bank was informed about the change in address, within the payment transaction deadlines laid down in the terms and conditions of the framework contract on the provision and use of payment services.
- 7.6 (a) 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 business day otherwise the Bank shall be entitled to refuse execution, and
(b) 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.
- 7.7. Instructions from the Customer sent to the Bank by fax are sent solely at the Customer's risk, and the Bank shall not be liable for the consequences of measures taken in good faith in accordance with such instructions where the Bank considers that they were taken with the Customer's full consent. In all events, the Customer must promptly submit the relevant original document. Where it 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 and shall be entitled to compensation under Term 17 for all losses or expenses incurred as a result of executing the said instructions. 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 or ostensible validity of instructions.

8. CASH WITHDRAWALS, DEPOSITS / PLACEMENTS, COLLECTIONS AND PAYMENTS TO/FROM ACCOUNTS AND TO/FROM PAYMENT 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 under the terms and conditions in Term 2.1 above. Cash placements and withdrawals to/from the Customer's account (and payment account) shall be made in-branch with the Customer being present in person or using Bank ATMs or the ATMs of any associated banks using a Cash Card or a credit card issued by the Bank. 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. Where cash is placed in a Bank ATM (with the exception of those ATMs which automatically count and credit cash to accounts) or an ATM of an associated bank before the cut off time (15:00 hours for a Bank ATM and 14:00 for the ATMs of associated banks, respectively) the monies shall be credited to his account and shall be available with the value date being the date on which the money was credited, in other words after the cash is collected from the ATM counted and checked, at the end of the same business day in relation to Bank ATMs and the end of the next business day in relation to the ATMs of banks associated with the Bank. If the cash is collected, counted and checked after the cut off time, the monies will be credited to the account of the Customer and user of the payment services on the next work day in the case of Bank ATMs and two business days later in relation to the 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.

8.2 All commercial papers such as cheques, banker's drafts, etc. may be

deposited subject to the condition that the final amount is actually collected 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 any expenses which were incurred such as correspondent bank charges, telegraph/phone charges, stamp duty, etc. In this case any losses from any change in exchange rates agreed 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 7.6, 7.7, 11 and 20. 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 at the time the payment is executed. The Customer hereby authorises the Bank to debit the account indicated or any account with the dispatch charges, stamp duty or other related costs, or alternatively those charges shall be payable by the Customer.
- 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 papers) 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.

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 credits 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) 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. PHONE BANKING TRANSACTION TERMS

In addition to other alternative service channels, the Bank also provides Customers who have so requested with the opportunity to carry out certain banking transactions using the Bank's customer service phone line (hereinafter the 'Customer Service Phone Line' or 'HSBC Phone Banking') subject to the following terms and conditions which the Customer has expressly accepted as material and substantive. The Customer read the terms of this specific agreement, examined, understood and took full cognisance hereof and by placing his signature on the application form and by using/accepting the services provided has unreservedly accepted them in their entirety.

11.1 Services available

Using the Customer Service Phone Line the Customer may obtain information about Bank products and services at the time of his application or those after that application, and enter into banking transactions. Using HSBC Phone Banking or the network of Bank branches the Customer may obtain information about the types of transactions which he can enter into using the Customer Service Phone

Line. The Bank may terminate or limit Customer Service Phone Line operations at its discretion where there is a fault or malfunction or for security reasons or on the grounds cited in Term 11.8. Moreover, the Bank may add or remove specific services currently provided or which may be provided in the future.

11.2 **Provision 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. This form must be picked up from the branch of the Bank indicated by the Customer in his application form or may be sent by registered mail. 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. Where the Phone Banking PIN is disclosed or lost, the Customer must promptly inform the Bank in writing or by calling the Customer Service Phone Line using the contact numbers provided, and in all cases where the Customer wishes a new Phone Banking PIN and/or cancellation and/or extension or limitation of the specific services and/or access to new / amendment to existing services and/or for any other reason, the Customer shall submit an application to that effect and the Customer shall always have the burden of proving that he sent such notice. The Bank shall only be liable for transactions carried out after receiving the said notice of disclosure, theft, loss or non-approved use. Before such notice is received, the Bank shall consider all Customer instructions provided using the HSBC Phone Banking service where the PBN is used in conjunction with the PIN to be valid and effective and shall execute them accordingly. The file in which such calls are recorded shall be held for 18 months from the notification in order for the Bank, on a request from the Customer, to be able to provide the payment service user with evidence to prove that he actually provided such notice.

11.3 **Phone Banking transactions**

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 business 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. In order to use the Interactive Voice Response System a touch tone handset is required as is the Phone Banking PIN for the Phone Banking services provided, information about which can be obtained on the Bank's website or is available from the Phone Banking Service or using any other reasonable medium in the view of the Bank.

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. 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. All conversations between the Customer and Bank employees or representatives business at the Customer Service Phone Line shall be recorded to safeguard the interests of both parties.

The Customer declares that he consents to such recordings being proof in full of the conversation and 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.

11.4 Execution of Customer instructions

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 shall be entitled to place restrictions on the level or number of instructions sent, such restrictions being notified to the Customer in-branch or using the HSBC Phone Banking service. Instructions relating to payment transactions shall be executed in line with the cut off times and currency cut off times table which the Customer received a copy of when he signed the application form and/or the Terms, and which are available in any event in-branch,

via the HSBC Phone Banking service, on the Bank's website or via the HSBC Internet Banking service.

11.5 Notices to Customer

Any transfer of monies to/from a savings/sight/current account done by the Phone Banking service shall be recorded in the Customer's deposit book when it is next updated or in statements which the Bank issues at regular, predetermined intervals which are sent to the Customer by ordinary mail or which are made available to him.

If the Customer does not challenge in writing the accuracy of the transaction details shown in the deposit book (which he is obliged to update in good time after each phone transaction or in the statement, arising from the entry of transactions in the deposit book or dispatch of the statement, within the deadlines specified in the framework contract on the provision of payment services, he shall be deemed to have accepted them and to have acknowledged them as accurate and valid.

11.6 Customer Obligations

The Customer shall be obliged to follow the Bank's guidelines and recommendations for secure transactions using the Phone Banking service and all media for sending transaction instructions, and to 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 agreement, together with all relevant charges, having been notified of such, these charges being in line with the Bank's services price list applicable from time to time, as updated by the Bank from time to time, available in-branch, on the internet and via the HSBC Phone Banking and HSBC Internet Banking services. The Customer shall also be obliged to promptly inform the Bank, via a representative of the Bank only and not using the Interactive Voice Response System, where 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 801 11 72000/210 69 62 070 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 all events, the Bank reserves the right to request that the Customer provide written notification of the above.

11.7 Bank disclaimer

Having regard to the technological developments and the fact that the transmission of information using telecommunications / alternative networks is exposed to the risk of malicious phishing or changes to the Customer's instructions by third parties, the Bank shall bear no liability

if, notwithstanding due diligence on its part, 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 direct losses incurred.

The Customer acknowledges and accepts that the Bank shall make every concerted effort to ensure proper and immediate customer service via its Customer Service Phone Line 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 Customer Service Phone Line before or during any phone call made by the Customer to the Bank where only the telephone provider is responsible for the said problem or issue. The Service may be temporarily unavailable for normal maintenance. Every effort will be made to inform customers about this beforehand.

11.8. Duration – Suspension and termination of use of / access to the Service

This contract shall remain in effect indefinitely. The Customer shall be entitled to request termination of use of the service at any time either by giving notice to the Service or by giving notice at any branch of the Bank. The Bank shall execute the instruction to terminate the Customer's use of the service by the same day if granted within business days and hours. The Bank reserves the right to suspend or terminate the Customer's use of the service where even one of the following grounds exists: (a) the service is used in an irregular manner by the Customer; (b) any of these terms or other obligations owed to the Bank on other grounds are infringed; (c) the Customer becomes insolvent or bankrupt; (d) there are technical grounds which require safeguarding of the Customer and Bank's interests. Where the service is suspended or terminated by the Bank, 30 days notice shall be provided and the legal effects of such notice shall be effective after the lapse of that period.

12. TRANSACTION TERMS FOR ISSUING AND USE OF HSBC

CASH CARDS

The issuance and use of Cash Cards provided by the Bank to the Customer upon request shall be subject to the following terms which the Customer has expressly accepted as material and substantive. The Customer read the special terms of this specific agreement, examined, understood and took full cognisance hereof and by placing his signature on these Terms has unreservedly accepted them in their entirety.

- 12.1. The Cash Card is the Bank's property and shall remain so during the entire time that it is valid. The Customer hereby authorises the Bank to renew the Cash Card when it expires, unless he requests in writing that it not be renewed, giving notice to that effect 45 days before renewal. The Cash Card is a service card and not a payment card and offers direct access to deposit accounts using the global ATM network.
- 12.2 The Bank and the Cardholder agree and accept that this contract shall be governed by the terms of the framework contract on the provision and use of payment services. Cash cards shall be picked up from a branch of the Bank in Greece selected by the Customer upon request or shall be sent in deactivated mode to the Customer by ordinary or registered mail. Where cards are replaced or renewed, the new Cash Card shall be sent in deactivated mode to the Customer by ordinary or registered mail. In order to activate the Cash Card the Customer must contact the HSBC Phone Banking service. The Personal Identification Number (PIN) shall be delivered at a later time by ordinary or registered mail.
- 12.3 The Customer acknowledges that the PIN is equivalent to his signature and is to be used in every transaction involving the Cash Card, and proves his authorisation/consent for the Bank to execute his instructions for a payment transaction, and for the validity of that transaction. The Customer shall be obliged to immediately destroy the security notice provided by the Bank which informs him of this PIN and is obliged to memorise the PIN and never to write it on the Cash Card or any document accompanying the Cash Card. The Customer shall also be obliged to promptly inform the Bank, via a representative of the Bank only and not using the Interactive Voice Response System, where he suspects that his PIN has been lost, stolen or disclosed or used by an unauthorised person or has been used without approval, and to state whether he wishes it to be immediately replaced or not by calling 801 11 72000/210 69 62 070 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. Moreover, if the Customer does not receive the PIN notice within 15 days from the date on which the Cash Card is issued or re-issued, he is obliged to promptly notify the Bank in writing or to

contact Card Services by calling 801 11 72000/210 69 62 070 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 all events, the Bank reserves the right to request that the Customer provide written notification of the above.

- 12.4 The Customer shall be obliged not to disclose his PIN to third parties even relatives or persons who attempt to use 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 is 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 Cash Card PIN 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, 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 using the Change PIN function available on ATM screens 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.). A Cash Card combined with a PIN means cash. 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 Cash Card is held by the ATM, the Customer should immediately contact the Bank only using the phone numbers which appear on the ATM screen or printed on the Cash Card.
- 12.5 Only the Customer to whom the card has been issued is entitled to use the Cash Card. Use of the Cash Card by any other person or transfer or assignment thereof to a third party is prohibited.
- 12.6 In the case of joint accounts, the Bank may issue separate Cash Cards for each of the joint beneficiaries where requests to that effect are submitted by them.
- 12.7 The Cash Card enables the Customer to enter into transactions round the

clock using ATMs which the Bank has installed, and the ATMs of other banks in Greece and abroad with which the Bank collaborates, and which have been notified to the Customer from time to time using all reasonable means. Transactions may be entered into up to the daily limit set by the Bank and notified to the Customer when the Cash Card was delivered and at any other time during such time as the business relationship subsists. The Customer may request that the daily limit set by the Bank be changed and the Bank may agree to such change, doing so at its unfettered discretion.

- 12.8 The Customer shall have access to ATMs using the Cash Card and the PIN in line with the guidance provided by the ATMs.
- 12.9 The Customer shall be obliged to immediately report the loss, theft, unauthorised or non-approved use of the card to the competent department of the Bank (HSBC Phone Banking) by talking to a Bank representative only and not via the Interactive Voice Response System, by calling the Lost/Stolen Card line on 800 11 72000 / 210 6962190 or any other contact number notified to the Customer using any reasonable means, such number being available on a continuous basis.
- 12.10 The Bank shall be entitled to revoke use of the Cash Card which was used, doing so for objectively justified reasons relating to the secure use of the Cash Card, suspicions of non-approved or fraudulent use of the card, and shall inform the Customer if possible before withdrawing use of the Cash Card, unless the provision of such notice would be contrary to the objectively justified security grounds or is prohibited by Community or national legislation. Once the Customer is notified by the Bank to return the Cash Card, he is obliged to comply immediately.
- 12.11 The Bank shall bear no liability for any loss incurred by the Customer which arose from loss or theft of the Cash Card and its use at an ATM before the competent department of the Bank was notified, in the manner specified above and agreed, about the loss / theft / non-approved use of the card.
- 12.12 The Bank shall provide Cash 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 in Greece and abroad are out of order, due to various grounds such as technical maintenance, force majeure or a decision of the bank/banks, which may be taken without notifying the Customer. 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.

- 12.13 By means of the instruction given to the Bank from combined use of the Cash Card and PIN, the Customer authorises the Bank to debit any Customer account (which has adequate funds) without prior notice being given by the Bank by the amount which is payable as a fee to other banks for use of their ATMs or any other charges. Information about these charges is available to the Customer in the Bank's services price list which is on display in-branch and on the Bank's website and which has been notified to the Customer via the HSBC Phone Banking service and the HSBC Internet Banking service.
- 12.14 Charges shall be applied to the Customer's account for withdrawals and transfers by the Bank's IT Department based on the ATM log and this shall constitute proof in full of the amount withdrawn or transferred, without prejudice to the deadlines and conditions contained in the framework contract for the provision of payment services.
- 12.15 The Customer agrees and accepts that he is entitled to withdraw money during any 24-hour period only where there are adequate funds in his account or available overdraft facility which has been agreed, the level of which he must be aware of. The payment currency shall always be the currency of the account which is debited for the payment transaction. 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. If the Customer transfers funds, the payment currency shall be the currency or currencies of the accounts involved in the transaction. 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. Where the Customer is given an overdraft facility, the Customer shall be entitled to withdraw money using the Cash Card up to the overdraft limit agreed in accordance with the terms and conditions of any overdraft contract. The Customer acknowledges that the Bank may, for transactions entered into using the Cash Card, set specific daily cut off times at the end of its business day after which any instruction received shall be deemed to have been received on the next business day and which cut off points, per service channel, are specified on the Bank's website and are available via HSBC Phone Banking and HSBC Internet Banking for subscribers to those services.
- 12.16 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 Customer's account or transferred to a personal debit account of the Customer in the Bank's book and such debt shall be fully evidenced by extracts printed out from its IT system. The Customer 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.

12.17 The Customer shall be entitled to place EURO banknotes in an account which is linked to the Cash Card and to transfer amounts from and to his accounts which are linked to the Cash Card using ATMs of the Bank or ATMs in the AlphaNet network or those of other associated banks, and information about such transactions will be notified to him in writing and/or can be obtained in-branch or on the Bank's website. The amount placed in a Bank ATM envelope will be credited to the Customer's account after it has been collected, checked and counted. This will take place after 15:00 hours on each business day (or after 14:00 for the AlphaNet network) by 2 authorised officers of the Bank or other banks depending on the ATM used. 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 the Customer's account will be the amount counted by the officers from the bank at whose ATM the deposit was made. A report shall be prepared for all monies collected, counted and checked which shall constitute proof in full of the amount deposited, which report may be used in any court for this purpose.

More specifically, in the case of cash placements at the Bank's ATMs (save for those which are non-conventional ATMs which automatically count and credit cash to accounts) before the cut off time (15:00 hours) the money will be credited and be available in the account of the Customer / payment service user at the end of the same business day whereas in the case of cash placements at the AlphaNet network of ATMs where the cut off time is 14:00 hours or the ATMs of other associated banks, the money will be available on the next business day with the value date being the date of placement. If the Bank's cut off time has elapsed, cash placed in the Bank's ATMs will be credited to the account of the Customer / payment service user on the next work day, whereas cash placed in the ATMs of associated banks will be available 2 business days later in the case of the ATMs in the AlphaNet network or those of banks which collaborate with the Bank. The Bank also has ATMs which immediately and automatically count the cash deposited by the Customer and credit the amount deposited to the account indicated by the Customer, and the amount deposited thereby becomes immediately available with a same-day value date.

12.18 The Customer shall be entitled to deposit EURO-denominated cheques

issued on a bank whose registered offices are in Greece or lawfully established in Greece, drawn on an account linked to the Cash Card, using ATMs belonging to the Bank only. The relevant amount will be credited to the Customer's account 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 provisions of Term 4 shall apply to the payment or stopping of cheques deposited using ATMs.

12.19 The Bank shall not be liable for any loss incurred by the Customer unless that loss was a result of fraud or gross negligence on the part of its employees.

12.20 The Bank may amend or supplement the transaction terms relating to the use and issuing of Cash Cards, provided it notifies the Customer in writing and those changes take effect 2 months after notice is given. Since the Customer does not object prior to the suggested date of commencement and or continuance of possession or use of the Cash Card by the Customer shall be deemed equivalent to acceptance of the amendments or supplementations.

13. TERMS OF THE HSBC VISA (Classic / Gold) CREDIT CARD ISSUANCE AND USE CONTRACT

13.1 Preamble

13.1.1 Where Customer has requested that a main VISA Classic or Gold credit card be issued the Bank shall issue the Customer with a main VISA Classic or Gold credit card (the Main Card) in his name. Moreover, where the Customer's spouse and/or a relative to the first degree so requests, the application form being signed by the Customer as well, the Bank shall issue up to 2 additional VISA Classic or Gold credit cards (Additional Card or Additional Cards) in the name of the Customer's spouse and/or his relative to the first degree, respectively (Additional Cardholder or Cardholders). The credit card shall entitle the Customer and 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 2 bank accounts to the card to ensure direct access from ATMs in Greece 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 each Additional Cardholder have read the terms of this contract and have examined, understood and taken fully

cognisance hereof and by placing their signature on the application form and/or the Terms unreservedly accept them in their entirety, and did receive the Bank's services price list, the cut off times and currency cut off times which are an integral part hereof.

13.1.2 Under the terms of this contract the Customer and any Additional Cardholder irrevocably authorise the Bank to do anything necessary to verify the particulars contained on the application form for a Main and/or Additional Card, which the Customer and any Additional Cardholder declare to be wholly accurate and true in their entirety, and which constitute an integral part of the terms of this contract. Moreover the Customer and any Additional Cardholder 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 and any Additional Cardholder.

13.2 Issuing of Main and Additional Cards / Main and Additional Card PIN

13.2.1 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/cards by a third party is prohibited and the card/cards must be returned when that is requested by anyone acting on the Bank's orders and on its behalf.

13.2.2 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.

13.2.3 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 Additional Cardholder giving instructions for transactions and in particular authorisation entailing use of the Card and the signature of the Customer and the Additional Cardholder at the points of sale or by use of the Card along with the Card PIN for transactions at

POS, ATM transactions, use of the Main or Additional 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 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 discharge their obligations arising from this contract and to promptly inform the Bank if there is any change in their particulars or the mailing address for Monthly Statements.

13.2.4 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 has no liability towards the Customer if his Card is used by a third party which knows or has assumed accidentally and correctly the PIN since the Customer has notified accordingly the Bank on this. The Customer and any Additional Cardholder shall be obliged to memorise the Card PIN and not to record it on the main or any Additional Card or on any document accompanying the Main or Additional Card. The Customer and any Additional Cardholder shall also be obliged to destroy the PIN notification and to promptly inform the Bank, talking only to a bank representative on the Phone Banking service and not the Interactive Voice Response System, by calling 801 11 72000 / 210 69 62 070 or any other number notified to the Customer, where he suspects that the Card PIN has been stolen, lost, disclosed or there has been non-approved use, and to request that it 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 / 210 69 62 070 or any other number notified to the Customer.

13.2.5 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 shall be entitled to 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, and shall inform the Customer if possible before withdrawing use of the Main and/or Additional Card, unless the provision of such notice would be contrary to the objectively justified security grounds or is prohibited by Community or national 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.

13.2.6 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 does not wish 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 contract 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.

13.3 **Obligations of the Customer and Additional Cardholder – Loss/Theft of Main and/or any Additional Card – Card – PIN for Main and Additional Cards**

13.3.1 The Customer and any Additional Cardholder shall be obliged:

a) to use the Main and any Additional Card in accordance with the special terms of this contract and to take all appropriate measures to keep the Main and any Additional Card and the relevant Card PIN, which enables the card to be used, safe.

b) to notify the Bank without undue delay by calling the Lost/Stolen Cards line on 800 11 72000 / 210 6962 190 or any other number which may be notified to the Customer, once he becomes aware of:

(i) loss, theft or use of the card by an unauthorised person, or non approved use of the Main or any Additional Card or the relevant Card PIN;

(ii) the debiting of any transaction in the statement which was not entered into by the Customer and/or the Additional Cardholder or any error or irregularity, subject to the terms and conditions Term 13.6.6 below.

In all events, the Bank reserves the right to request that the Customer provide written notification of the above.

13.3.2 Up until the Bank is notified about the loss or theft, the Customer and

any Additional Cardholder shall be liable for losses incurred as a result of loss, theft or non-approved use of the Main and/or any Additional Card up to a total of € 150, unless as a result of gross negligence the provisions of Term 13.3.1 have not been complied with or he acted fraudulently, in which case the said limit shall not apply, without prejudice to the second paragraph of Term 13.3.3.

13.3.3 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.

13.3.4 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.

13.4 Use of the Main and Additional Card

The Customer and 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 manner of activation i.e. signature on the transaction slip or the use of the PIN) since the Bank guarantees payment with the issuing of the Main and/or Additional card. Where the Customer and/or Additional Cardholder have authorised the 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 a written request for cancellation must be sent to the payee and a copy of that must be retained in order for the steps referred to in Term 13.6.8 hereof to be taken. Where the Customer and/or any Additional Cardholder have authorised a transaction with the combined use of the card and PIN and/or signature, it is agreed that use of the PIN and/or signature shall constitute exclusive proof that the transaction had

in fact been authorised by the Customer and/or any Additional Cardholder. In the case of authorisation of a transaction using a secure internet system approved by the Bank, under the terms and conditions of that system, provided that such a service is offered by the Bank, use of that secure system shall be agreed as constituting exclusive proof that the transaction was approved. The Customer shall not be entitled to compensation for a payment transaction executed with consent which was given by a beneficiary.

13.4.1 The Bank and the Cardholder agree and accept that this contract shall be governed by the terms of the framework contract on the provision of payment services. The Customer and the Additional Cardholder acknowledge that in transactions where the credit card is used as an instrument (mean) of payment, the Bank has set cut off times at the end of its business day after which any instruction received will be deemed to have been received on the next business day; information about these cut off time for each service channel, and currency cut off times can be obtained in-branch, on the Bank's website, using the HSBC Phone Banking service or using the HSBC Internet Banking service, for subscribers to those services.

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 activities. 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.

13.4.1.1 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 the 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.

13.4.1.2 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.

13.4.1.3 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.

13.4.2 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.

13.4.2.1 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 (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 the relevant electronic files of the bank to which the ATM belongs, but counterevidence may always be lodged within 13 months from the date on which the debit was applied, under the terms and conditions contained in Term 20 relating to the framework contract on the provision of payment services.

13.4.3 The Customer and any Additional Cardholder shall have access to up to

2 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, 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:

13.4.3.1 The Customer and any Additional Cardholder 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 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.

13.4.3.2 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.

13.4.3.3 Debits shall be applied to the Customer 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.

13.4.3.4 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 are obliged to 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 instructions which have been executed but not yet debited to the Customer's account or which have been agreed to be executed.

13.4.3.5 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.

13.4.3.6 The Customer and any Additional Cardholder shall be entitled to deposit EURO banknotes in any Linked Bank Account using the credit card in combination with the Card PIN at ATMs owned by the Bank or ATMs in the AlphaNet network or those of other associated banks which have been notified to the Customer (with the exception of those which automatically count cash and credit it to accounts). The amount deposited shall be credited to any Linked Bank Account of the Customer or Additional Cardholder with a same-day value date at the end of the business day at Bank ATMs (by 22:00 hours) provided the money was deposited before the cut off time for collection, counting and checking by 2 authorised Bank officers (namely 15:00 hours) and by the end of the next business day for deposits at ATMs in the AlphaNet network or those of associated banks, after notification about ATMs in the AlphaNet network or those of banks associated with the Bank. If the cash was deposited after the Bank ATM collection/counting/checking time, the credit will be applied at the end of the next business day with the value date being the placement date, and in the case of ATMs of associated banks, it will be credited at the end of the second business day after notification about ATMs in the AlphaNet network or those 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. 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 business day for alternative channels such as ATMs, for the purpose of calculating the value date, is 10:00 to 22:00 hours.

13.4.3.7 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. 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. The provisions in Term 4 hereof and in general Greek legislation on cheques shall apply to the payment or stopping of cheques deposited using ATMs.

13.4.3.8 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.

13.4.4 The Bank shall provide Card and Additional Card-related banking 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 in Greece and abroad are out of order, due to various grounds such as technical maintenance, force majeure or a decision of the bank/banks, which may be taken without notifying the Customer and any Additional Cardholder. The Bank may change the number of Bank ATMs at its discretion.

13.4.5 The Bank may amend or supplement the special terms and conditions of this contract by giving the Customer 2-months notice in writing. 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. The Customer shall be notified as soon as possible about any change in interest rates via the Bank's service schedule on display in-branch, or via the Phone Banking service or in the Monthly Statements. Since the Customer and the Additional Cardholder does not object prior to the suggested date of commencement of validity of the amendments and or the continuance of possession or use of the Main or Additional Card by the Customer and any Additional Cardholder shall be deemed equivalent to their acceptance of the relevant amendments or supplementations.

13.5 Credit limits

13.5.1 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.

13.5.2 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 7 calendar days from receiving the said notice and/or to rescind this contract without prejudice from receiving the notice and to return the credit card. Since the Customer and the Additional Cardholder does not object and or/continue to possess or use of the Main and/or Additional Card all above are deemed equivalent to acceptance of the relevant changes to credit limits.

13.5.3 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 13.7.4. of this contract.

13.6 Monthly Statements

13.6.1 Each month a statement (hereinafter the 'Monthly Statement' / 'Monthly Statements') shall be mailed or provided to the Customer relating to transactions involving the Main Card and any Additional Cards.

13.6.2 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. Moreover, the statement shall also show, inter alia, 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.

13.6.3 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 13.6.4 and 13.9.3 below, the Customer and/or the

Additional Cardholder acknowledge and accept that where no Monthly Statement is received for any reason, their debts to 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.

13.6.4 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 2%, plus any previous overdue debts, any credit limit excess and various expenses in line with the provisions of Term 13.7 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.

13.6.5 The Customer and Additional Cardholder hereby agree and accept that up until 1.1.2012 (with the exception of ATM transactions) the maximum deadline for executing payment transactions in EURO in relation to Bank cut off times, given the fact that the handling time differs for each payment service channel, shall be up to 3 business days in order to credit monies and to ensure that they are open to buy in the Customer or Additional Cardholder's account, while in the case of non-computerised payments that maximum deadline shall be extended by one business day. All other payment instructions in a currency of an EEA Member State to an account maintained in the EEA shall be executed within 4 business days at the latest. In all events the Bank shall be entitled to execute instructions before the said deadlines. In this case when the Customer and/or Additional Cardholder enter into payment transactions, at least 4 business 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 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.

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:

i) 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.

ii) Via Phone Banking, provided the Customer is a subscriber.

iii) 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 credit card shall be paid using the amount deposited in the ATM as specified above.

13.6.6 Customer and any Additional Cardholder must carefully examine Monthly Statements or account transactions on a regular basis and immediately inform the Bank of any objections they may have. 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 Monthly Statement they shall continue to be obliged to pay the amount shown in the 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 were rightly and properly contested, it shall offset the amounts paid, including any corresponding interest.

The Customer acknowledges that when the payment service providers for the payer and payee are located within the European Economic Area

(EEA) and the payment is denominated in EURO or a currency of an

EEA Member State outside the Eurozone, the Customer and any Additional Cardholder must:

(a) notify of any unauthorised transaction without undue delay. Where Terms 13.3.2 and 13.3.3 do not apply both the Customer and/or any Additional Cardholder must notify the Bank without undue delay to have amounts returned which arose from a transaction debited to the account where that transaction was not authorised by him, or, as appropriate, to have the account returned to its prior state before the debit was applied. In all cases of an unauthorised transaction.

(b) where the authorised transaction has not been properly executed by the Bank, the Customer and/or the Additional Cardholder must notify the Bank within 8 weeks, and the Bank shall return the amount for the wrongly executed payment transaction within 10 business days provided that the Customer and/or any Additional Cardholder proves to the Bank that at the time of approval the precise amount of the payment transaction had not been specified and that the amount involved in the payment transaction was above the amount which the payer could reasonably expect, taking into account prior normal expenses. Where the return of monies within 10 business days is requested, for the purpose of this term and calculation of those 10 business days, the request shall be deemed to have been made when following a request from the payment service provider the payer provides facts about the circumstances which prove his prior normal expenses and the 10 business day period from receipt of the request shall begin to run from the date on which that information is provided. Without prejudice to the foregoing terms, within a deadline of 10 business 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 payer, where that reasoning is not accepted, those bodies he can appeal to, namely the Bank of Greece, as the competent supervisory authority, and the Consumer Ombudsman and the Banking – Investment Services Ombudsman to have the matter resolved out of court.

Where the payment transaction has not been properly executed or was incompletely executed by the Bank, the Bank shall compensate the Customer and, if appropriate, shall restore the account to its previous state before the debit was applied, provided there is no undue delay on the Customer's part in notifying the erroneously executed or non-executed payment and there was no force majeure which prevented the Bank from making payment.

13.6.7 Transactions in a foreign currency entered into using the Main 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 in Term 13.7 hereof, the Customer may also be required to pay a transaction fee by the bank in the country where the transaction was processed. The Monthly Statement shall show the cost of the said transactions in total.

13.6.8 Without prejudice to Article 11 of Joint Ministerial Decision F1-938/91 on consumer credit, as in force, or as it may be replaced from time to time, the Bank shall bear no liability for the acts or omissions of Merchants and any Additional Cardholder in their business dealings. 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 and has no right to challenge this.

13.7 **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 in detail. These charges are shown in the Bank's official services price list and are as follows:

13.7.1 **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 1 month 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.

13.7.2 **Default interest**

Where the minimum payment or the total debit balance in the case where this contract 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 13.7.7, on the unpaid amount until the date of settlement.

13.7.3 Law 128/1975 levy

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

13.7.4 Credit card limit exceedance charges

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

13.7.5 Changes may be made to the charges referred to in terms 13.7.2 to 13.7.4 above and shall be notified in the Monthly Statements or by ordinary mail and shall be effective from the next calendar month. If the Customer and/or any Additional Cardholder continue to use the relevant card shall be presumed to have accepted such changes. Where he does not accept the changes, he may rescind this contract under Term 13.9.

13.7.6 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 today 18,95% for a Classic Main and Additional Card for purchases and 17,95% for cash advances (loans) and 16,95% for a Gold Main and Additional Card for purchases and 17,95% for cash advances (loans), 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 Customer hereby acknowledges that when such changes in the reference rate occur, 2-months prior notice for the change to take effect shall not apply and instead immediate notice shall be given and the change shall take effect 1 month after notification, such notification being provided in the Monthly Statements. 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. Interest is calculated on the basis of a 365-day year.

13.7.7 The Annual Percentage Rate (APR) from use of the card as a credit card is expressed as a percentage of 100, as defined in Joint Ministerial Decision No. F1-983/1991 (Government Gazette 27 172/B/21.3.1991) as in force, and applies solely and exclusively to the assumptions in the numerical example which the Customer and Additional Cardholder were informed about, and which they accepted by signing the application form and the Terms. The August 2009 APR was 18.63% for the Classic Main and Additional Card and 19.57% for the Gold Main and Additional Card.

Example of how the APR is calculated for the Classic Main and Additional Card: For purchases of €3,000 on 1.6.2009 paid in 12 equal interest-bearing instalments with an annual par rate of 17.95%, a Law 128/1975 levy (0.6%) and annual main card subscription fee of €30, included the first instalment each year: Principal: €3,000, Total payments: €3,285.06. APR: 18.63%

HSBC VISA Classic	Date	Instalment
1 st instalment	1/7/2009	-250.00
2 nd instalment	1/8/2009	-292.51
3 rd instalment	1/9/2009	-288.65
4 th instalment	1/10/2009	-284.78
5 th instalment	1/11/2009	-280.92
6 th instalment	1/12/2009	-277.05
7 th instalment	1/1/2010	-273.19
8 th instalment	1/2/2010	-269.32
9 th instalment	1/3/2010	-265.46
10 th instalment	1/4/2010	-261.59
11 th instalment	1/5/2010	-257.73
12 th instalment	1/6/2010	-283.86

Example of how the APR is calculated for the Gold Main and Additional Card: For purchases of €3,000 on 1.6.2009 paid in 12 equal interest-bearing instalments with an annual par rate of 16.95%, a Law 128/1975 levy (0.6%) and annual main card subscription fee of €60, included the first instalment each year: Principal: €3,000, Total payments: €3.301,31. APR: 19.57%

HSBC VISA Gold	Date	Instalment
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1 st instalment	1/7/2009	-250.00
2 nd instalment	1/8/2009	-290.22
3 rd instalment	1/9/2009	-286.56
4 th instalment	1/10/2009	-282.91
5 th instalment	1/11/2009	-279.25
6 th instalment	1/12/2009	-275.59
7 th instalment	1/1/2010	-271.94
8 th instalment	1/2/2010	-268.28
9 th instalment	1/3/2010	-264.63
10 th instalment	1/4/2010	-260.97
11 th instalment	1/5/2010	-257.31
12 th instalment	1/6/2010	-313.66

Any change in the conditions stated in the example in relation to amounts or the frequency of payments or purchases of products and services relating to the specific Customer and/or any Additional Cardholder shall, as is only self-evident, alter the APR (which will either rise or fall). The APR may be changed by the Bank if the cost factors comprising it alter (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.

13.7.8 Terms and conditions for transferring debt balance from other Banks

The Bank may from time to time offer preferential interest rates for a specific time period to enable the debit balance on the Card to be transferred from other banks in Greece at the Bank's discretion. 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.

13.8 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.

13.9 Cancellation of Main Card and Additional Card - Expiry of Credit

Card Issuance and Use Contract

13.9.1 The credit card issuance and use contract shall remain in effect until it is terminated by either of the contracting parties. The Customer shall be entitled to terminate this contract at any time by giving at least 1-month written notice, in which case the card/s shall be returned, duly cancelled. The Customer shall be entitled to request in writing cancellation of the Main Card or any Additional Cards at no cost, where the destroyed cards are returned and obligations to the Bank are discharged including payment of annual subscriptions, expenses and all manner of levies, up to the date on which the written application for cancellation is submitted. The Additional Cardholder shall be entitled to request in writing cancellation of the Additional Card only, under the above conditions.

13.9.2 The Bank shall be entitled to suspend any Card, rescind this contract, cancel the Main Card and consequently any Additional Cards, refuse to issue, re-issue or replace any Card, immediately and in writing; writing including a fax or email, where the Customer and any Additional Cardholder breach any of the special terms of this contract, which are agreed as being material; on serious grounds including but not limited 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; where any statement, information or facts relating to this contract are violated or become –in the Bank’s view– untrue or inaccurate in any manner or if there any other serious ground. 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.

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 2 months prior notice.

13.9.3 Once the 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.

13.9.4 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 the 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.

13.9.5 Where the Holder and/or any Additional Cardholder enters into a remote transaction with the Bank and concludes a credit card issuance and use contract the Holder and any Additional Cardholder shall be entitled to withdraw from the contract within 14 calendar days without any penalty or without providing any reasons. For the purpose of exercising that right, the deadline shall commence from the date on which the contract was remotely concluded or from the day on which the Holder received the card and the terms of contract and information, provided the latter date is after the date cited in the first case. Attached hereto is a specimen withdrawal form for contracts concluded remotely which should be submitted to the Bank at the address HSBC Bank plc, Cards Department, 109-111 Mesogeion Ave., Athens GR-11526, as follows: I/we the undersigned, son/daughter of and holder, holder of ID Card No. issued by and Tax Reg. No., hereby cancel my/our contract for issuance and use of a credit card and return the credit card/s with No.

Signature/s

Date

13.10 Amendment of terms

This contract may only be amended exclusively by new written agreement of the parties. By way of exception, the Bank may amend or supplement the terms of this contract by providing the Customer with a 2-months notice of those terms such notice being provided by ordinary mail or through the Monthly Statement. If the Customer does not object to such within and the aforementioned period of time and prior to the date of commencement of validity the non objects shall be deemed equivalent to the acceptance of such. In case of objection the Customer has the right to terminate the contract according to the term 13.9. Serious grounds shall include, but are not limited to, 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-months notice period ends.

13.11 Notices

Any information provided by the Bank relating to the Customer and/or the Additional Cardholder shall be addressed to / sent to the Customer only at the Customer's mailing address which appears on the credit card application form unless the Bank has been informed in writing by the Customer about a change in address because the Customer, by signing these Terms, declares and acknowledges that he undertakes the obligation to inform any Additional Cardholder 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.

13.12 Use of personal data

The Customer and any Additional Cardholder declare and acknowledge that they have been informed that the Bank keeps and processes their personal data in accordance with the provisions of Law 2472/1997 on protection of individuals from processing of personal data, as in force. The Customer and any Additional Cardholder shall have access to that data upon request in accordance with the provisions of that law. By signing these terms, the Customer and any Additional Cardholder expressly and unreservedly consent to their data being held and used by the Bank. The Customer and any Additional Cardholder may submit written objections as specified by Article 13 of that law.

13.13 The Customer declares that he has been informed about collection and processing of his personal data and expressly consents to the personal data contained in any application, 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 the country, in an inter-bank financial conduct data file for credit protection and problem-free transaction, being sent for processing within the meaning of Law 2472/1997 as in force. Such data shall only be made available to credit and financial institutions. The data controller is the company TIRESIAS S.A., 2 Alamanas St., Marousi GR-15125, customer call line +30210-3676700, Fax: +30210-3676750, open to the public 08:00 – 14:00 hours or as specified by Tiresias S.A.

13.14 The Additional Cardholder declares that he has been informed about collection and processing of his personal data and expressly consents to the personal data contained in any application, 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 the country, in an inter-bank financial conduct data file for credit protection and problem-free transaction, being sent for processing within the meaning of Law 2472/1997 as in force. Such data shall only be made available to credit

and financial institutions. The data controller is the company TIRESIAS S.A., 2 Alamanas St., Marousi GR-15125, customer call line +30210-3676700, Fax: +30210-3676750, open to the public 08:00 – 14:00 hours or as specified by Tiresias S.A.

- 13.15 The Customer and 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 contract and the Terms shall be processed by the Bank itself and/or third parties which process data and 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 the credit card issuance and use contract and the Terms and (b) defending the interests of data controllers and discharge their obligations under this credit 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 the credit card issuance and use contract and the Terms and (ii) third parties such as debt collection companies, 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.
- 13.16 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.
- 13.17 Save where objections to such consent are submitted to the Bank during the course of the business relationship with the Bank, both the Customer and the Additional Cardholder consent to their personal data being disclosed to organisations and enterprises with which the Bank collaborates which wish to send advertising or other promotional material for products and services of the HSBC Group and/or for the purpose of distance selling by the Bank and its associated organisations and enterprises.

14. CONFIDENTIALITY STATEMENT – CUSTOMER CONSENTS

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:

- 14.1 The Bank only collects data which it considers is required to understand the Customer's financial needs and to engage in its business dealings.
- 14.2 The Bank only uses the Customer's data to provide him with the best services and products. Upon signing the Terms and the application form and/or upon acceptance of any services provided or products of the Bank the Customer accepts, acknowledges and expressly consents that the Bank may use the Customer's personal data, including his email and mailing address and fixed and mobile phone numbers in order to contact him to provide him with information about the Bank's products and services. Where the Customer has any objection to the said use and processing of his data in the context of notification about Bank products and services and/or about notification provided via a specific channel, he may submit objections on that matter at any time to the Bank's Customer Service Phone Line.
Consequently, save where objections to such consent are submitted to the Bank during the course of the business relationship with the Bank, the Customer consents to his personal data being disclosed to organisations and enterprises with which the Bank collaborates which wish to send advertising or other promotional material for products and services of the HSBC Group and/or for the purpose of distance selling by the Bank and its associated organisations and enterprises.
- 14.3 The Customer declares that he expressly and unreservedly consents to the Bank sending data to other companies in the HSBC Group, both within and outside the European Union, or its agents or inter-bank transaction system agents or other banks whose ATM is used, provided that such recipients are notified to the Customer in each case.
- 14.4 The Customer declares 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 personal data contained in any application, 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 the country, in an inter-bank financial conduct data file for credit protection and problem-free transaction, being sent for processing within the meaning of Law 2472/1997 as in force. Such data shall only be made available to credit and financial institutions. The data controller is the company TIRESIAS S.A., 2 Alamanas St., Marousi GR-15125, customer call line +30210-3676700, Fax: +30210-3676750, open to the public 08:00 – 14:00 hours or as specified by Tiresias S.A.
- 14.5 Moreover the Customer declares and acknowledges that he has been

informed by the Bank that the personal data included in any application forms and arising from business dealings with the Bank and other personal data which the Bank has collected with his assistance or which is obtained after signing the Terms and other individual banking contracts shall be processed by the Bank itself and/or third parties which process data and 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 the Terms and other individual banking contracts and (b) defending the interests of data controllers and discharge their obligations. The recipients of the data are or shall be: (i) the Bank and/or third parties for the purpose of supporting the implementation of the Terms and any other individual banking contracts and (ii) third parties such as debt collection companies, 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.

- 14.6 The Bank shall not disclose Customer data to any external organisation unless it has the Customer's approval or this is required by law.
- 14.7 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.
- 14.8 The Bank shall ensure that Customer data is 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 his business relationship with the Bank.
- 14.9 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.
- 14.10 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.

15. 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').

Where the Bank decides to provide banking services online and remotely

using internet technology and infrastructure, a separate service agreement will be signed online which will outline the services and the terms and conditions under which they are provided, which the Customer shall accept and which constitutes an integral part of these terms. 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 transaction terms 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 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 emails over the internet the Customer must promptly inform the Bank of this. Contracts on the Bank's behalf will only be concluded where the Bank has placed an authorised signature and not via email. 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 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 standard business practice to protect the transaction software system available via the Service from attacks by viruses but shall not be liable in the case of damage of the hardware, software or files of the Customer caused by viruses, and it cannot provide a warranty as to the non-existence of viruses, and bears no liability in the case of damage to hardware, software or files or other damage caused to the Customer by a virus. The Bank has taken all measures necessary to ensure high security levels and to protect its

system, data and transactions as required by standard business practice. However, the Bank bears no liability if, despite due diligence on its part, the confidentiality of information relating to the Customer 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.

Access will be permitted to certain Bank websites for the Customer or members of Bank staff only where they have a relevant Customer or staff member user name and password. The Customer must not, either in person or via his employees, disclose the user name/password to any third party or any unauthorised person within his organisation. When the Customer realises that the user name/password has been breached by an unauthorised user, the Bank must be informed immediately.

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 the said medium.

16. FORCE MAJEURE

The Customer acknowledges and accepts that the Bank shall not have infringed its obligations deriving from the Terms, any individual banking contracts and in particular the framework contract on the provision of payment services nor shall it be liable for any loss or damage suffered by the Customer as a payment service user where the Bank is wholly or partially unable to discharge its obligations and/or duties due to force majeure, in other words circumstances which are beyond the Bank's control, which are unusual and unforeseeable and whose consequences could not have been avoided no matter the degree of diligence shown 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 due to strikes by employees or acts of Greek or foreign authorities 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.

17. CONFIDENTIALITY - PROTECTION OF PERSONAL DATA

- 17.1 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.
- 17.2 The Customer acknowledges that he has been informed that the Bank keeps and processes personal data in accordance with the provisions of Law 2472/1997 on protection of individuals from processing of personal data, as in force. The Customer has a right of access to that data in accordance with the provisions of that Law, subject to terms 13 and 16 hereof. The Customer shall be entitled to submit written objections as specified in Article 13 of that law. 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.
- 17.3 The Customer declares that he has been informed about collection and processing of his personal data and expressly consents to the personal data contained in any application, and any data arising from debit balances in any business relationship with the Bank and data relating to loan balances, credits or credit cards granted by a credit institution in the country, in an inter-bank financial conduct data file for credit protection and problem-free transaction, being sent for processing within the meaning of Law 2472/1997 as in force. Such data shall only be made available to credit and financial institutions. The data controller is the company TIRESIAS S.A., 2 Alamanas St., Marousi GR-15125, customer call line +30210-3676700, Fax: +30210-3676750, open to the public 08:00 – 14:00 hours or as specified by Tiresias S.A.
- 17.4 The Customer hereby declares and acknowledges that he has been informed by the Bank that the personal data included in any application forms and arising from business dealings with the Bank and other personal data which the Bank has collected with his assistance or which is obtained after signing the Terms and other individual banking contracts shall be processed by the Bank itself and/or third parties which process data and expressly and unreservedly consents to this during the business relationship for the following processing purposes: (a) service, support and monitoring of contractual relations generated by the signing these Terms and other individual banking contracts and (b) defending the interests of data controllers and discharge their obligations under these Terms and any individual banking contracts. 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 (ii) third parties such as debt collection companies, 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.

18. COMPENSATION

The Customer irrevocably and unreservedly agrees to compensate the Bank and its agents on request and to hold the Bank fully and effectively harmless from and against any person and any acts, actions, claims, obligations, losses, damage, penalties, decisions, costs, expenses and payments of any manner or nature which may be imposed or arising for the Bank as a direct or indirect result of the Bank's compliance with the Terms in relation to which the Customer does not provide proper and timely discharge, 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.

19. TERMINATION OF BUSINESS RELATIONSHIP

Without prejudice to the terms and conditions on rescission and expiry of the framework contract on the provision and use of payment services which also entail closure of the payment account/s maintained by the Customer at the Bank and the termination of all ancillary and related relationships and contracts associated with each payment account, 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 / becomes untrue or inaccurate in any manner, when there are any losses or risk of losses to the Customer's funds or omission by the Customer to comply with a request for the provision of / increase in collateral; where there is any infringement of the Terms, 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; or where the Customer's account does not contain adequate funds or is over the minimum threshold set by the Bank for the relevant type of account in each case. 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 2 months advanced notice of this. The Customer may terminate the business relationship and close his account at any time by giving at least 1 month written notice to the Bank, 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, in which case the account shall not close. 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 closes the Customer shall be obliged to return any cards or cheque books. Any debits shall be applied up until the date on which the account closes.

20. FRAMEWORK CONTRACT ON THE PROVISION AND USE OF PAYMENT SERVICES (PAYMENT TRANSACTIONS)

The following terms of this framework contract, effective as of 1.11.2009, shall govern payment services and payment transactions (as defined below) between branches of HSBC Bank plc in Greece (the Bank) and the natural person whom it has entered into contract with (the Customer) in his capacity as a payment service user to and from payment accounts (as defined below) which are provided in EURO, in the currency of a Member State of the European Community which has not adopted the Euro **and** in the currency of another Member State of the European Economic Area and within the European Community as defined in Article 299 of the Treaty Establishing the European Community (OJ C 321, 29.12.2006) **and** within the territory of other Member States of the European Economic Area in conjunction with the General Terms and Conditions and/or terms of any individual banking contract which are included in these terms or separately.

It is agreed that the terms of this framework contract shall apply and be effective when the payer and payee's payment service provider or where the sole payment service provider for the payment transaction is established in Greece or in another Member State of the European Economic Area.

The payment service user declares and acknowledges that the Bank's parent company is HSBC Holdings plc which has been incorporated in accordance with the laws of the UK and Wales. The Bank 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 the relevant authorisation from the supervisory authority, namely the Bank of Greece, and is a full member of the Hellenic Bank Association, its Greek Tax Reg. No. being 098031225 and its BIC/SWIFT being MIDLGRAA. The Bank is covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors – including most individuals and small

businesses – are covered by the scheme. In respect of deposits, an eligible depositor is entitled to claim up to £50,000. 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 £50,000 each making a total of £100,000. The £50,000 limit relates to the combined amount in all the eligible depositor's account 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 deposits under both trading names will only be eligible for one claim of GBP 50,000 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.

The Customer is recommended to read the terms and to keep them in a safe place for future reference. In all events the Customer is entitled during any time that the contractual relationship with the Bank is in effect to request and receive a copy of the Terms and information about the contractual terms relating to payment services in hardcopy or in other durable medium.

It is agreed that for the purposes of this framework contract on the provision of payment services and use of payment services (payment transactions), as defined below, to and from payment accounts which are maintained with a payment service provider or between providers which are located in the above countries, the Bank shall be appointed as, and shall be referred to as, the payment service provider and the Customer shall be appointed as, and referred to as, the payment service user, either in his capacity as payer or payee.

Definitions:

Framework contract: means the framework contract for the provision and use of payment services and the terms and conditions governing future execution of individual and successive payment transactions between the Bank and the Customer as a payment service user which are offered by the Bank, which may include the obligation and the terms on setting up payment accounts which may be incorporated into the Bank's transaction terms or included in separate forms, applications, instructions and guidelines, terms and conditions for all service channels, services price lists, cut off time tables, currency cut off time tables for payment transactions and any other document relating to the terms and conditions of the framework contract which constitute an integral part of the framework contract as amended and in force from time to time.

Payment transaction: means an act initiated by a payer or payee of

placing, transferring or withdrawing funds, irrespective of any underlying obligations between the payer and the payee;

Payer: means the natural person who holds a payment account and allows a payment order from that payment account,.

Payee: means the natural person who who is the intended recipient of funds which have been the subject of a payment transaction;

Payment service provider: means the Bank when it provides payment services to the Customer as a payment service user or in the capacity of either payer or payee, or both.

Payment account: means the account held in the name of one or more payment service users and used for the execution of payment transactions.

Payment order: means any instruction by the payer or payee to his relevant payment service provider requesting the execution of a payment transaction;

Money Remittance: means a payment service where funds are received from a payer, without any payment accounts being created in the name of the payer or the payee, for the sole purpose of transferring a corresponding amount to a payee or to another payment service provider acting on behalf of the payee, and/or where such funds are received on behalf of and made available to the payee;

Direct debit: means a payment service for debiting a payer's payment account, where a payment transaction is initiated by the payee on the basis of the payer's consent given to the payee, to the payee's payment service provider or to the payer's own payment service provider;

SEPA direct debit: means 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 within SEPA.

SEPA Direct Debit (SDD) Core Scheme: means the core direct debit scheme as described by the European Payments Council in the SEPA Direct Debit Rulebook.

SEPA Direct Debit Rulebook: means 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: means 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.

Credit transfer: means the payment service originated by the payer by

debiting his payment account in order to place monies in the payee's payment account.

Value date: means 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: means the exchange rate which is used as the basis to calculate any currency exchange and which is made available by the payment service provider or comes from a publicly available source;

Authentication: means a procedure which allows the payment service provider to verify the use of a specific payment instrument, including its personalised security features;

Reference interest rate: means the interest rate which is used as the basis for calculating any interest to be applied and which comes from a publicly available source which can be verified by both parties to a payment service contract;

Unique identifier: means a combination of letters, numbers or symbols specified to the payment service user by the payment service provider and to be provided by the payment service user to identify unambiguously the other payment service user and/or his payment account for a payment transaction;

Payment instrument: means 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 in order to initiate a payment order;

Means of distance communication: refers to any means which, without the simultaneous physical presence of the payment service provider and the payment service user, may be used for the conclusion of a payment services contract;

Durable medium: means 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;

Business day: means a day on which the relevant payment service provider of the payer or the payment service provider 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 business day are defined by the Bank of Greece and the European Central Bank respectively. In order to determine the value date for Bank ATMs in Greece and abroad and the ATMs of associated banks and for the HSBC Phone Banking and HSBC Internet Banking services, the business day shall be from approximately 10:00 hours to approximately 22:00 hours on the same day.

Countries in which legislation under European Parliament and

Council Directive 2007/64/EC applies: the countries of the European Economic Area from time to time, and today:

The 16 Member States of the Eurozone: Austria, Belgium, Cyprus, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Malta, the Netherlands, Portugal, Slovakia, Slovenia and Spain.

The other 11 Member States outside the Eurozone: Bulgaria, the Czech Republic, Denmark, Estonia, Hungary, Latvia, Lithuania, Poland, Romania, Sweden, and the UK.

The 30 Member States of the European Economic Area: EU-27 + Iceland, Lichtenstein and Norway.

Transactions which are not payment transactions:

1. Payment transactions made exclusively in cash directly from the payer to the payee, without any intermediary intervention;

2. Payment transactions from the payer to the payee through a commercial agent authorised to negotiate or conclude the sale or purchase of goods or services on behalf of the payer or the payee;

3. Payment transactions consisting of the non-professional cash collection and delivery within the framework of a non-profit or charitable activity;

4. Payment transactions based on any of the following documents drawn on the payment service provider with a view to placing funds at the disposal of the payee:

(a) Cheques pursuant to Law 5960/1993 on cheques (Government Gazette 401/A/23.12.1933) as in force.

(b) Any cheque similar to those referred to in point (a) and governed by the laws of Member States which are not parties to the Geneva Convention of 19 March 1931 providing a uniform law for cheques;

(c) Bills of exchange and promissory notes in accordance with the provisions of Law 5325/1932 on bills of exchange and promissory notes (Government Gazette 69/A/16.1.1932) as in force,

(d) Any bills of exchange or promissory notes similar to those referred to in point (c) and governed by the laws of Member States which are not parties to the Geneva Convention of 7 June 1930 providing a uniform law for bills of exchange and promissory notes.

(e) Paper-based vouchers or related documents;

(f) Traveller's cheques and

(g) Postal money orders as defined by the Universal Postal Union.

5. Payment transactions carried out within a payment or securities settlement system between settlement agents, central counterparties, clearing houses and/or central banks and other participants of the

system, and payment service providers, without prejudice to the terms

and conditions of the legislation of the right of access to payment systems.

6. Payment transactions:

- related to securities asset servicing, including dividends, income or other distributions, or redemption or sale, and
- carried out by persons referred to in point (5) or by investment firms, credit institutions, collective investment undertakings or asset management companies providing investment services or by any other entities allowed to have the custody of financial instruments;

7. Payment transactions executed by means of any telecommunication, digital or IT device when:

- the goods or services purchased are delivered to and are to be used through a telecommunication, digital or IT device and
- the telecommunication, digital or IT operator does not act only as an intermediary between the payment service user and the supplier of the goods and services,

8. Payment transactions carried out between payment service providers, their agents or branches for their own account;

9. Payment transactions between a parent undertaking and its subsidiary or between subsidiaries of the same parent undertaking, without any intermediary intervention by a payment service provider other than an undertaking belonging to the same group;

10. Professional physical transport of banknotes and coins, including their collection, processing and delivery;

11. Services where cash is provided by the payee to the payer as part of a payment transaction following an explicit request by the payment service user just before the execution of the payment transaction through a payment for the purchase of goods or services;

12. Money exchange business, that is to say, cash-to-cash operations, where the funds are not held on a payment account;

13. Services provided by technical service providers which:

(a) support the provision of payment services, without them entering at any time into possession of the funds to be transferred, and (b) include:

- processing and storage of data
- trust and privacy protection services
- data and entity authentication
- information technology (IT) and communication network provision and
- provision and maintenance of terminals and devices used for payment services.

14. Services based on payment instruments that can be used to acquire goods or services:

- only in the premises used by the issuer or
- under a commercial agreement with the issuer either within a limited network of service providers or for a limited range of goods or services and

15. Services by providers to withdraw cash by means of automated teller machines acting on behalf of one or more card issuers, which are not a party to the framework contract with the customer withdrawing money from a payment account, on condition that these providers do not conduct other payment services.

It is agreed that this list is not complete in the sense that it does not describe, nor could it describe, every Bank product or service which is not covered by the legislation and this framework contract.

I. TRANSPARENCY OF TERMS AND PROVISION OF INFORMATION WHEN PROVIDING PAYMENT SERVICES

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

The payment service providers provides payment service users with information and with the terms relating to payment transactions in hard copy or other durable medium in the Greek language before the payment service user is bound by the framework contract or offer, at branches, via the HSBC Internet Banking service of the HSBC Phone Banking service where the Customer is a subscriber, and on the Bank's website.

Where the framework contract has been concluded using a means of distance communication on request from the payment services user which does not allow the payment service provider to comply with the points made in the previous indent, the payment service provider shall discharge its obligation immediately after the framework contract is concluded.

Information and terms of the framework contract

In all events, the Customer as payment service user acknowledges and accepts that he is aware of the name of his payment service provider, its head quarters address and contact particulars as well as the particulars of the competent supervisory authority, as notified above.

Information about interest rates and charges shall be set out in the Bank's services price list as in force from time to time and in the cut off time tables and the currency cut off time tables as in force from time to

time, both of which constitute an integral part of the framework contract, any individual banking contracts and the Terms. Any changes

to this information, where it is only related to payment transactions as defined in and governed by Greek law, and which must be notified to the Customer 2 months beforehand, shall be effectuated by giving written notice or indirectly through notices in the mass media 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, or shall be notified directly in the most reasonable means in the view of the Bank and be directly effective and applicable.

Use of payment services

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 enabling cash to be placed on 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 operations required for operating a payment account when cash is being placed to such.
2. Services enabling cash withdrawals 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 operations required for operating a payment account. when cash is being withdrawn from it.
3. Execution of payment transactions, including transfers of funds on a payment account with the user's 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 to:
 - execution of direct debits, including one-off direct debits
 - execution of payment transactions through a payment card or a similar device,
 - execution of credit transfers, including standing orders.
4. Execution of payment transactions, including fund transfers, where the funds are covered by a credit line to a payment account which has been opened by the payment service user to another payment service provider 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 in order 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.
5. SEPA payments in-branch.
6. Issuing and/or acquiring of payment instruments.

7. Money remittances in-branch.

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 authorisation for SEPA Direct Debit 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 they 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 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, the name and address which will be provided to the payee's payment service provider 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/payment service user acknowledges and agrees that where the incoming payment instruction is executed based on his unique customer identifier, the instruction shall be presumed to have been properly executed in relation to payment instructions credited to the payee's account, provided it relates to a payee specified therein. If the information required to execute a payment instruction (like the unique customer identifier) for outgoing payment instructions, which is provided by the payment service user is erroneous or inaccurate, the payment service provider shall bear no liability for non-execution or delay or improper execution of the payment transaction. However, the 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 the payment service user for recovering such monies, which charge shall be notified to him by phone or by directly debit his account.

The Customer as payment service user acknowledges and accepts that where the payment service user provides additional information, the payment service provider shall only be liable for executing payment transactions in accordance with the unique customer 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 providing 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 combined with use of the unique identifier / payment instruments (in line with the terms and conditions in individual banking contracts for provision and use of payment instruments) to the Bank as payment service provider, he grants authorisation/consent as payment service user for the payment transaction to the payment service provider to execute the payment transaction instruction in accordance with the terms and conditions for providing payment services which are contained in this framework contract, in which case the payment transaction 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 account or an adequate overdraft limit, 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 he is entitled to, the Customer acknowledges and accepts that the Bank shall not execute any instruction and any expenses incurred shall be paid by him. Where there are funds but they are not sufficient to cover all payment instructions from the Customer, the Bank shall execute payment instructions at its discretion. 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, where one has been agreed.

More specifically, in order to use the Internet Banking service, the Customer as payment service user acknowledges that conversations are recorded and that 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 user name and selected personal secret question and corresponding secret answer (password), combined with the token. Before giving an instruction to be executed, the payment service user has been made aware of charges, the cut off times and the currency cut off times as the value date for alternative service channels (10:00 – 22:00 approximately), and before proceeding with the instruction must confirm its particulars and acknowledge that

he approves its execution.

In the case of the HSBC Phone Banking service, the Customer 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 and for Premier accounts at the Contact Us phone numbers which the Bank notifies to the Customer using the most reasonable means and website. 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.

In the case of ATMs, combined use of the ATM and a cash card or credit card issued by the Bank 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.

The payer shall be entitled to withdraw his consent at any time using the Phone Banking service but no later than the irrevocable cut off time specified below.

Time at which payment instructions are received

The payment service user hereby agrees that the time at which a payment instruction is received, where the payment instruction is sent either directly by the payer or indirectly by or through the payee shall mean the point in time at which the 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 business 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 business day. The cut off times, as in effect, are different for

each type of payment transaction and each service channel and can be ascertained prior an instruction is given for any payment transaction at the branches, on the Bank's website, using the HSBC Phone Banking service or using the HSBC Internet Banking service.

Moreover, the Customer declares that he is aware that if the Bank receives a payment or payment instruction on a non-business day the Bank shall consider that the payment or payment instruction was received on the next business day.

In the case of payment instructions which require or entail currency conversions, currency cut off times have also been set which must be checked by the payment service user in-branch, on the Bank's website, using the HSBC Phone Banking service or using the HSBC Internet Banking service. 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 in writing or through alternative service channels of the Bank, 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 make 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 business day for the Bank, the payment instruction received shall be taken as having been received on the next business day from the date on which the payment instruction was received.

Time at which payment instructions are executed

It is hereby agreed in this framework contract between the Customer as a user of the payment services and the Bank as the payment service provider that until 1.1.2012 (or until the date which may be specified at any time after that by Greek law or by the competent authority) after the payment instruction cut off point, the amount of the payment transaction in Euro shall be credited to the payment account of the beneficiary's payment service provider within 3 business days at the latest.

In particular, in the case of all payments expressed in EURO to a payment account in the European Economic Area up until 1.1.2012 (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

business day after the time of reception of the payment instruction and from 1.1.2012 or the specified date (later) on the next business day after the time of reception of the payment instruction. All payments in a currency of an EEA Member State which are not Euro shall be credited to a payment account within the EEA on the fourth business day after the time of reception of the payment instruction. These deadlines may be extended by one additional business 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 business day.

It is agreed that where payment transactions to a payment account kept outside the EEA 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 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 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 payee's payment service provider shall 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, provided that it is a direct debit, on the agreed payment date.

More specifically cash deposits in the Customer's account may be made using 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. Where cash is deposited using a Bank ATM using a credit card or

cash card (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 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 business 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 business 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 business day, with the value date being the date of deposit, in relation to Bank ATMs, and at the end of two business 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.

It is agreed that in the case of alternative payment service channels (Phone Banking, Internet Banking, ATMs) the business day for the purposes of value dates shall be from approximately 10:00 hours to approximately 22:00 hours.

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 which are service cards, the limits are set by the Bank and may be changed by the Customer upon request provided the Bank grants it approval.

Interest and exchange rates

Provided that there are available funds in the payment account for outgoing payment instructions for payment transactions of the Customer as payment service user, debit interest shall be calculated on transactions at the time the instruction is received by the payee's payment service provider. If the payment account is overdrawn, the Customer shall be subject to interest 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.

Transactions using ATMs abroad or Express Net ATMs abroad (where transactions are subject to a fee for currency conversion at 3% approximately) 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 statements provided or available to the Customer shall show the cost of transactions and any expenses in detail.

Where the interest rate changes favourably for the Customer, the Bank shall notify the Customer within 30 days from the change by personalised communication or through the Bank's service price list in-branch. If the change is not favourable for the Customer, the Bank shall notify the Customer at least 60 days before the change takes effect.

The exchange rate which will be imposed on the payment 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 business 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, 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.

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. The payment service user shall be informed as soon as possible about any change in interest rates through the internet and/or the Bank's service price list and/or in-branch and/or through the Phone Banking service.

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 business 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.

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 necessary information to the payer and/or payee of payment transactions either by sending them in the form of consolidated statements to the mailing address indicated by the Customer or joint beneficiary or by making them available in-branch or through the Internet Banking service or in the manner indicated by the payer and/or payee in payment transactions to the Bank in writing. Subject to the Customer opting to receive statements for payment accounts electronically, provided that the Bank offers this service, but which may not relate to payment accounts relating to credit cards, the statement shall not be sent in hard copy or made available in any other manner. Where the subscriber to the Internet Banking service or the joint beneficiary of the payment account requests otherwise or where the request is for more frequent statements (provided statements are sent in hard copy) the frequency shall be once a month unless there are no payment account transactions in which case no information about that account shall be sent or made available.

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 this framework contract, that the payment service provider shall, when so requested, provide specific information to the payer about the specific payment transaction which the payer initiated provided it is covered by this framework contract, concerning the maximum execution deadline, the charges the payer must pay and, if appropriate, itemisation of charges.

Consequently, in relation to the information provided to the payer for an individual payment transaction, after the payer's account has been debited with the amount of the individual payment transaction, it is agreed that the payment service provider for the payer shall provide or make available the following information to the payer in the manner specified above free of charge at least each month:

(a) a reference which will permit the payer to identify the payment transaction, and if necessary, 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, if appropriate, itemisation thereof, or the amount of interest which the payer must pay;
- (d) if appropriate, 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.

In relation to the information provided to the payee about individual payment transactions, it is agreed that after the individual payment transaction is executed, the payee's payment service provider shall provide or make available the following information to the payee in the manner specified above, free of charge, at least each month:

- (a) a reference which permits the payee to identify a payment transaction, and if appropriate, 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, if appropriate, itemisation thereof, or the amount of interest which the payee must pay;
- (d) if appropriate, 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.

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.

Moreover, it is agreed that the Customer as a payment service user shall be entitled during such time as the contract is in effect to request and receive the contractual terms of the payment services framework contract and information and terms governing payment transaction services in hard copy or other durable medium.

In all events the Customer is required and recommended to examine statements sent to him or which are made available to him and to submit objections about transaction confirmations or notices. These must be

submitted without undue delay in writing, and in all events within 8 weeks if the payment transactions were initiated by or through the

payee, or within 13 months 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.

The Customer undertakes to inform the Bank about any change in his particulars, address and contact numbers or other contact details, and until notification of any change in those particulars the Bank shall rightly send information about Customer accounts to the last address provided.

Security measures for payment instruments

A 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

in combination of 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 is 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 Cash 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 services 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 user name / 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 user name / 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 conversions, especially in the case of lost/stolen cards or user names / passwords relating to any payment instrument available through the HSBC Phone Banking and HSBC Internet Banking services.

The terms and conditions of liability of the payer and payment service provider are agreed below.

Currency conversion and exchange rates

Payments shall be made in the currency agreed by the parties.

Where the Bank offers a currency conversion service the reference exchange rate calculated shall be the price offered or available to the Customer in-branch or through the HSBC Phone Banking or HSBC Internet Banking service at the time the payment instrument is given. The payer accepts that the currency conversion service shall be provided on this basis.

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

Where charges are imposed by the payment service provider or a third party for use of a specific payment instrument, the payment service user shall be informed about this before the payment transaction is entered into.

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 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 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 at the start of the search.

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

A. General provisions – Charges imposed – Payment transaction amounts transferred and received

The payment service provider shall not charge the payment service user for the discharge of their 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. Moreover, the Customer agrees that the payer shall pay charges imposed by the payer's payment service provider and the payee shall pay charges imposed by the payee's payment service provider, without that meaning that both charges must be equivalent. 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 Greek legislation which transposed European Parliament and Council Directive 2007/64/EC into Greek law, the Bank shall not be liable for any delay or inability caused by the correspondent bank or any clearing and settlement system.

The Bank, as the payer or payee's payment 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.

However, the Customer as the payee in payment services and the Bank and payment 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 charges are deducted from the amount transferred beyond those which are cited

above, the payer's payment service provider shall ensure that the payee receives the entire amount which the payment transaction relates to. Where the payment transaction is originated by the payee or via him, the payment service provider shall ensure that the payee receives the entire amount to which the payment transaction relates.

Obligations of the payment service provider in relation to payment instruments

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

- (a) to ensure that personal security features of the payment instrument are not accessible except to the lawful user, subject to the aforementioned obligations of the payment service user;
- (b) not to send a payment instrument without a prior request from the payment service user unless it is to replace an existing payment instrument;
- (c) to ensure that the payment service user has at his disposal on a continuous basis suitable means and the Customer agrees that this shall be the Bank's Customer Service Phone Line which he can use to notify or request the removal of suspensions imposed in accordance with the provisions on 'Restrictions on use of payment instruments'. Following a request, the payment service provider shall provide the payment service user with means to demonstrate that within 18 months from notification that such notification was in fact made; and
- (d) to prevent any use of the payment instrument from the moment of notification onwards.

Restrictions on use of payment instruments

In cases where a specific payment instrument is used the payer has agreed and accepted that he acknowledges that the 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 available in-branch, on the Bank's website or through the Phone Banking or Internet Banking service. The Customer as a payment service user agrees that the payment service provider shall be entitled to suspend use of the payment instrument for reasons which are objectively justified 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 entailing significantly higher risks of the payer's inability to discharge his repayment obligations. The payment service provider shall inform the payer by phone, doing so if possible before the ability to use

the payment instrument is suspended, and in all events immediately after suspension, unless the provision of such information conflicts with

security reasons which are objectively justified or this is expressly prohibited by law. The payment service provider shall replace the payment instrument with a new payment instrument once the reasons for suspension cease to exist.

Obligation of payer to notify unauthorised or erroneous payment transactions – Liability of payment service provider for unauthorised payment transactions

The payment service user shall be entitled to request the restitution of loss incurred only where he has notified the payment service provider without undue delay when he realises there has been an unauthorised or erroneous payment transaction, provided the payer's payment service provider and the payee's payment service provider are both established in the EEA and the payment is denominated in EURO or in a currency of a Member State of the EEA outside the Euro Area which gives rise to a claim for compensation, including the return of funds, in the case of non-execution or improper execution of a payment transaction, and such notification must be provided within 13 months from the debit date. Where the payer delays in notifying the unauthorised transaction, and thereby has not discharged his obligation relating to undue delay, the payment service provider shall not be obliged to make restitution of any loss incurred by the Customer. The payer's payment service provider shall promptly reimburse the payer with the amount of the unauthorised payment transaction and, if appropriate, shall restore the payment account to the state it was in before the debit, where the loss incurred by the payment service user is not due to his own fraud or failure to comply with one or more obligations deliberately or as a result of gross negligence.

Burden of proof on the authenticity and proper execution of payment transactions

Where the payment service user denies that he has approved an executed payment transaction or claims that the payment transaction was not correctly executed, the 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.

Payer's liability for unauthorised payment transactions

By way of derogation to the foregoing term on the payment service provider's liability for unauthorised payment transactions, it is agreed that in the case of losses relating unauthorised payment transactions which are executed arising from the use of a lost or stolen payment

instrument, or because the payer has not safeguarded his personalised security information for the payment instrument resulting in it being

used by an unauthorised person, the payer shall be liable up to the sum of €150. Moreover, the payer shall be liable and the payment service provider shall not be liable for all losses incurred relating to unauthorised payment transactions where those losses are due to fraud or failure to comply with one or more the obligations to inform the payment service provider about loss or theft or use by an unauthorised person or unauthorised use of any payment instrument deliberately or as a result of gross negligence, in which case the said amount specified in this term shall not apply. From the moment the payment service provider is notified the payer shall not bear the financial consequences deriving from use of lost or stolen payment instrument or use thereof by an unauthorised person, unless he acted fraudulently.

Right of return of funds for payment transactions initiated by or through the payee

The payee shall be entitled to request that the payment service provider return funds relating to an approved payment transaction which was initiated by or through the payee, which has already been executed, where the following conditions are met: (a) at the time of approval the exact amount of the payment transaction was not specified; (b) the amount of the payment transaction exceeded the amount the payer could reasonably have expected taking into account his previous spending pattern, the conditions in his framework contract governing the transactions and relevant circumstances of the case, and (c) if appropriate, the information about the future transaction had not been provided or made available in the agreed manner at least 4 weeks before the date of payment by either the relevant payment service provider or by the payee. The obligation to refund shall relate to the full amount of the executed payment transaction. Consequently, the payer shall not be entitled to request a refund of monies where in the specific case he has given his consent for execution of the payment transaction directly to the payment service provider and where in the specific case the information about the future transaction had not been provided or had not been made available in the agreed manner at least 4 weeks before the date of payment by either the relevant payment service provider or by the payee.

For the purposes of point (b), the payer may not cite reasons related to currency conversion provided the reference exchange rate which had been agreed with the payment service provider was applied. Moreover, for the purposes of point (b) and any consequent refund within the 10 business days deadline, in all events the payer shall provide actual information about the transaction when requested to do so by the Bank as payment service provider, in which case in order to calculate the 10

business days deadline, the starting point for the 10-day period from receipt of the request shall commence when the information proving

normal spending patterns is provided.

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

The 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 on which the payment account was debited with the corresponding 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 business day period from receipt of the request shall commence from the date on which that information is provided. In all events the payer shall provide information about these matters to the Bank as payment service provider on a request from the applicant for a refund for payment transactions initiated by or through the payee.

Without prejudice to the foregoing terms, within a deadline of 10 business days from the date on which the cash refund 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 payer, where that reasoning is not accepted, those bodies he can appeal to, namely the Bank of Greece, as the competent supervisory authority, and the Consumer Ombudsman and the Banking – Investment Services Ombudsman to have the matter resolved out of court.

Refusal to execute payment instructions

Where the 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. The Customer hereby acknowledges and accepts that 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 where there are not 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. The payment service provider shall send or make available the notification at the first opportunity and in all events at the latest by the end of the next business day after the monies are credited, or where the order is expressed in

EURO, for the period up to 1.1.2012 (or any other later date which may be specified) up to 3 business days later at the latest. The payment

service user has already accepted that the 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 payment service provider shall deem that payment instruction to have never been received.

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

Subject to the said 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 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. Electronic credit transfer instructions may be cancelled up to 15:00 hours. In order to cancel a direct debit for which the instruction number and the BIC of the payee's payment service provider must be provided, the Customer shall request cancellation in writing or using other means which the Bank shall agree and this must be done no later than the end of the business day before the date on which the account is to be debited. For cancellation of direct debits after that deadline an agreement between the payer, the payer's bank and the payee's bank is required. In order to cancel a standing order the Customer must inform the Bank in writing about this at least 4 business days before the payment date.

The payment service user shall not be entitled to cancel a payment instruction which has been received by the payer's payment service provider if it does not fall within one of the different arrangements contained herein.

Where the payment transaction is initiated by or through the payee, the payer shall not be entitled to cancel the payment instruction if the payment instruction has been sent or if he has given his consent to the payee for execution of the payment transaction. Moreover, in the case of direct debits, subject to the right of refund, the payer shall be entitled to cancel payment instructions no later than the end of the business day before the date on which it has been agreed that the monies will be debited from the payment account. In both cases, the payee's consent is required.

Where it has been agreed that execution of the payment instruction shall commence on a specific date or at the end of a specific period or on the

day on which the payer makes available funds to the payment service provider, the payment service user shall be entitled to cancel the payment instruction no later than the end of the business day before the agreed date.

The Customer as a user of the payment service provider's payment services acknowledges that the payment service provider may impose charges in the event of cancellation.

Value date and availability of funds

The value date (value date) for crediting funds to the payee's payment account may not be later than the business 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, and for the HSBC Phone Banking and HSBC Internet Banking services), the business day shall be from approximately 10:00 hours to approximately 22:00 hours on the same day.

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 in good time, without undue delay that he had identified unauthorised or erroneous payment transactions where the authentication provided by the Customer as payment service user was erroneous, and in the case of force majeure as defined below, the Bank as the body which provides payment services shall be liable to the payer for proper execution of the payment transaction unless it can prove to that the payer, and possibly the payee's payment service provider, that the latter received the payment transaction amount, in which case the payer's payment service provider shall not be liable or shall no longer be liable. In this case the payee's payment service provider shall be liable to the payee for proper implementation of the payment transaction up to the amount of the payment transaction which was not executed or which was improperly executed.

If the payer's payment service provider is liable in the manner stated above, it shall return the monies without undue delay for the un-executed

or improperly executed payment transaction, and if appropriate, shall return the payment account to its prior state. If 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 -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 in good time, without undue delay where he had identified an unauthorised or erroneously executed payment transaction where the authentication provided by the Customer as payment service user was erroneous, and in the case of force majeure as defined below, the body which provides payment services 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.

Moreover, subject to cases where the payment service user did not report in good time, without undue delay that he had identified unauthorised or erroneous payment transactions where the authentication provided by the Customer as payment service user was erroneous, and in the case of force majeure as defined below, the payee's payment service provider shall be liable to the payee for processing the payment instruction in accordance with the obligations it has under this term. If the payee's payment service provider is liable under the above terms it shall ensure that the payment transaction amount is made available to the payee once that amount is credited to the 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. If the payer's payment service provider is liable in the manner stated above, it shall return the monies using appropriate means without undue delay for the un-executed or improperly executed payment transaction and shall return the payment account which was debited to its prior state.

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, if so requested, to identify the payment transaction and to notify the payee about the result. The payment service provider shall be liable to the relevant payment service user for any charges incurred by the user and for interest owed as a result of non-execution or improper execution of a payment transaction.

III. AMENDMENT OF TERMS OF THE PAYMENT SERVICES FRAMEWORK CONTRACT

The Customer declares and acknowledges that any amendment to the framework contract and the information and contractual terms must be proposed by the payment service provider to the Customer in hard copy or any other durable medium at least 2 months before the proposed effective date, and the non objection of the payment service user prior to the proposed effective date is equivalent to their acceptance whilst the Customer is entitled to terminate the framework contract immediately, at no cost, before the proposed effective date of the amendments. The Customer shall be communicated with information about amendments either in through notice or through monthly statements sent out, or indirectly through notices in the mass media and/or posted on the notice board at branch and/or using other media suitable for this purpose.

Consequently, the payment service provider has already informed the payment service user that if it does not inform the payment service provider that it does not accept the proposed amendments before the effective date, the Bank, as payment service provider, shall presume that the Customer has accepted those amendments. In all events the Customer shall be entitled to rescind the framework contract immediately, at no cost, before the proposed amendment effective date. It is agreed that any addition of new payment services which do not entail changes to the terms and conditions of existing payment services 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, as Payment Service User, hereby agrees that changes in interest rates or exchange rates may be applied immediately without prior notice provided that such changes are based on reference interest or exchange rates which have been agreed. The payment service user hereby acknowledges that information about any change in interest or exchange rates shall be notified to him in the Greek language as soon as possible in-branch or on the Bank's website or through the HSBC Phone Banking or HSBC Internet Banking services. In all events, it is agreed that

changes in interest or exchange rates which are more favourable to the payment service users, may be applied without notice.

IV. TERMINATION OF THE FRAMEWORK CONTRACT AND CLOSURE OF THE PAYMENT ACCOUNT(S)

Subject to the above term according to which the Customer is entitled to terminate the framework contract immediately and without any charge prior to the suggested date of commencement of validity of amendments because he does not accept the amendments to the framework contract prior to their validity The Customer may terminate the framework contract upon one (1) month notice and close the account(s), subject to any accounts being blocked in favour of the Bank or a third party or other grounds which prevent the account being used as normal, in which case the account shall not close and any charges which arise during that month shall be paid. The Bank shall deduct such charges once the account closes.

The Bank may terminate the framework contract and close the Customer's account(s) at any time when there is a serious ground, and in particular if it ascertains that 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 or omission by the Customer to comply with a request for the provision of / increase in collateral; where there is any infringement of the Terms, 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; or where the Customer's account does not contain adequate funds or is over the minimum threshold set by the Bank for the relevant type of account in each case or 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, in which case the Bank shall provide the Customer with notice about this matter after the account is closed. In all other cases the Bank shall be entitled to rescind the contract at any time by giving 2 months prior notice to the Customer before the account closes, subject to accounts being blocked in favour of the Bank or third parties.

V. GENERAL PROVISIONS

Force Majeure

The Customer, as a payment service user, acknowledges and accepts that the Bank shall not have infringed its obligations deriving from this framework contract on the provision and use of payment services and

shall not be liable for losses which may be incurred by the Customer from total or partial inability on its part to discharge its obligations and/or

duties due to force majeure (in other words circumstances which are beyond the Bank's control, which are unusual and unforeseeable and whose consequences could not have been avoided no matter the degree of diligence shown 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.

Assignment

Only the Bank shall be entitled to assign its rights and obligations under the Terms, the individual banking contracts and the framework contract on the provision and use of payment services to any third party, without the counterparty's consent.

Protection of personal data

The Customer acknowledges that processing of personal data by the Bank as payment service provider is permitted 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 payment service user shall be entitled to submit complaints to the Bank of Greece about infringements of the Bank's obligations as payment service provider and this competent authority shall inform the complainant about the existence of out-of-court dispute resolution procedures available from the Consumer Ombudsman and the Banking-Investment Services Ombudsman.

The terms of this framework contract on the provision and use of payment services 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. This framework contract has been concluded in Greek and the language of communication during such time as it is in effect is the Greek language.

20. LANGUAGE – APPLICABLE LAW – JURISDICTION

The Terms, the individual banking contracts and the framework contract on the provision and use of payment services has been concluded in Greek and the language of communication during such time as the contractual relationship is in effect is the Greek language. The Terms and the special terms of the individual contracts which are referred to in the Terms and the framework contract on the provision and use of payment services shall be governed by Greek law. The local courts competent for the purpose of interpreting these terms and resolving any dispute which derives from these Terms and the special terms in individual agreements and 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 these Terms and the special terms in individual agreements and contracts are the competent courts of Athens.

I RECEIVED A COPY OF THESE TERMS AND CONDITIONS WHICH I HAVE STUDIED, COMPREHENDED AND UNRESERVEDLY ACCEPTED AND I ACKNOWLEDGE THAT THE PRODUCTS/SERVICES PRICE LIST, THE LIST OF CUT OFF TIMES FOR EACH SERVICE CHANNEL AND THE CURRENCY CUT OFF LIST, AS IN FORCE CONSTITUTE AN INTEGRAL PART OF THE THESE TERMS AND CONDITIONS TERMS AND ARE AVAILABLE THROUGH HSBC PHONE BANKING AND HSBC INTERNET BANKING

Branch _____

Date _____

HSBC BANK PLC

THE CUSTOMER

Authorised signature

Name-Surname & Signature

Date _____

Name-Surname & Signature

Date _____

Name-Surname & Signature

Date _____

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