### General Terms and Conditions (GTC) GENERAL TERMS AND CONDITIONS BETWEEN CUSTOMERS AND THE BANK I. GENERAL

- a. The transactional relationships between the signatory (the "Customer") and the Cooperative Bank under the trade name "COOPERATIVE BANK OF EPIRUS" (the "Bank") are based on good faith and mutual trust. The Bank makes available to the Customer its organization for the performance of the Customer's orders related to the carrying out of banking transactions, under the following General Terms, which the Customer accepts.
- b. The Customer, after agreeing on their cooperation with the Bank, and before carrying out any transaction with the Bank, shall sign a copy of these General Terms & Conditions, which shall be binding for both parties and which, in each case of conclusion of a separate agreement or contract due to the type of transaction, shall apply, provided that there is no contradiction, jointly with the provisions of the specific contract and shall regulate anything not specifically amended by said contract. In case of dispute, the more specific terms shall prevail over these General Terms & Conditions.
- c. Both the Customer and the Bank shall be entitled, at their discretion, to terminate the transactional relationship between them by means of a unilateral declaration, provided that this is not precluded under an agreement to the contrary. Even if an agreement to the contrary exists, the Bank shall be entitled to terminate the transactional relationship at any time, if material grounds apply, which include, without limitation: the submission by the customer of inaccurate declarations concerning their financial status or material damage or risk of damage to the Customer's funds or Customer's failure to comply with a demand of the Bank for the provision or the increase of collateral or breach of a contractual term or any obligation owed by the Customer to the Bank. These General Terms and Conditions shall remain in effect even after the termination of the transactional relationship and until the liquidation thereof.
- d. In case of termination of the transactional relationship with the Customer, the latter shall be obliged to release the Bank from any obligation the Bank undertook acting on the Customer's behalf or orders, providing, in the meantime, security to the Bank in respect of such obligations. The Bank shall also be entitled to terminate this relationship by means of a unilateral declaration and to proceed to liquidate all obligations, particularly obligations in a foreign currency. The Bank shall also be entitled to debit the Customer again with any amount of bills of exchange, promissory notes, checks which had been paid in advance, or to maintain claims based on the law on bills of exchange, promissory notes and checks against the Customer or other obligations under such securities, for the payment of the entire amount of bills of exchange, promissory notes and checks, together with any ancillary claim, until the debit balance that may arise upon termination of the transactional relationship with the Customer is repaid.
- e. If any of these General Terms & Conditions is declared abusive or invalid, the validity of the other terms shall not be affected.

## **II. GENERAL TERMS & CONDITIONS OF TRANSACTIONS**

- **1. OPENING AND MANAGEMENT OF ACCOUNTS**
- **1.1.** After a Customer's account has been opened with the Bank and throughout the transactions with its Customer, the Bank shall be deemed irrevocably authorized to accept, on behalf of the Customer, and credit their account or forward for collection money, checks or other securities or money orders that have been deposited or sent to the Bank in favor of the Customer, with the order of credit to the Customer's account or to be forwarded for collection on the Customer's behalf, unless the order clearly indicates otherwise. All these securities shall be considered as irrevocably endorsed by the Customer.
- **1.2.** Unless special instructions accompany the money orders or remittances, the Bank shall be entitled to act in its discretion.
- **1.3.** Where credits or other transactions are entered due to mistake, error, or other similar cause, the Bank shall be entitled and empowered, at own initiative, to make all required corrections through simple, subsequent entries or in any other manner it considers appropriate.

- **1.4.** The Bank assumes no liability in case of late execution of payments or other transactions, which, according to the orders given to the Bank once, must be repeatedly executed at regular intervals or on a specific date.
- **1.5.** If the Bank receives a payment order in foreign currency, the Bank shall be entitled to convert the foreign currency, if this is provided for by the laws of Greece.
- **1.6.** If the Customer keeps more than one (1) accounts with the Bank, these accounts, regardless of the currency in which they are kept, shall constitute part of a single and indivisible account and the Bank, at its discretion, shall be entitled to transfer balances and credits/debits from one account to the other, or propose to offset claims arising out of one account against opposites claim arising out of another account. If foreign current accounts are concerned, calculations shall be made on the basis of the current foreign currency exchange rates that are indicated on the official Bank currency exchange bulletin as at the date the relevant transfer is carried out or the offset is proposed.
- **1.7.** The Bank reserves the right to close any account upon written notice to the Customer, withholding any operating expenses, at its discretion. Any debit balance of such account shall be rendered immediately due and payable. INTEREST RATE ACCRUAL
- **1.8.** Unless there is a relevant agreement on the determination of the interest rate, the applicable interest rate at each time shall be freely set by the Bank, at its fair judgment, which reserves the right to use a similar or equivalent interest rate.
- **1.9.** The Bank shall be entitled to unilaterally, periodically adjust the floating lending interest rates, at its unfettered discretion or in compliance with any determination of interest rates imposed by competent authorities. These interest rates shall be adjusted at the Bank's fair judgment, weighing the cost of money, as such is formed from time to time due to the fluctuation of the intervention interest rates announced by the European Central Bank and the Euribor for loans of an equivalent term, as such is published from time to time, the fluctuation of the domestic inflation rate, which affects the operating costs of the Bank, the specific and general credit risk assumed by the Bank and the operational risk of the specific loan, the meaning of which shall include the cost of doubtful debts and capital adequacy requirements, in implementation of the Basel Agreement and, in general, the domestic and international markets conditions and healthy competition, which are factors that cannot be measured numerically.
- **1.10.** The Bank shall be entitled not to apply interest to deposits the balance of which (daily or semi-annual) is lower than a certain limit determined from time to time.

**1.11.** Cash amounts, checks, remittances, etc. which are deposited to the credit of the Customer's account shall bear interest only if

it has been agreed that the account in which they are deposited shall be an interest-bearing one. These amounts shall be available to the customer only as from the date set by the bank (valeur).

- **1.12.** Any debit balances of deposit accounts shall be subject to an interest rate determined by the Bank, at its fair judgment, depending on the kind of such balances (overdraft, valeur violation, etc.).
- **1.13.** Actual days and a 365-day year (AcWal/365) and, in respect of foreign currency accounts, the actual days and a 360 or 365-day year (depending on the currency of the account) shall be used as the basis for interest calculation. Loans and other forms of lending shall bear interest in accordance with the respective agreements in the contract or in accordance with the law.
- **1.14.** Interest on deposits shall be accounted on 30 June and 31 December every year and shall be payable as from the following day, unless the terms of the relevant contract provide otherwise. In case of account closure, the interest shall be calculated until such date (of account closure) and shall be paid together with the principal.
- **1.15.** The interest on interest-bearing deposit accounts shall commence on the first working day following the deposit and shall cease on the day of withdrawal in respect of the respective amount for which the withdrawal is made. In case of interest-free accounts, cash deposits shall have a same day value date (valeur). In case of checks deposits, in both aforementioned account categories, the day on which the checks amount becomes available shall be the interest-bearing day.
- **1.16.** The Bank reserves the right to calculate again or at a later period the account interest, in order to take into account entries that have been made with a different interest-bearing day due to reclassification.
- **1.17.** The Bank shall be entitled to determine the interest-bearing date (valeur) and/or the availability of the amounts deposited in deposit accounts (interest-bearing or interest-free) kept with the same Branch where the deposit is made or in a different branch in the same or in a different city, either in cash (foreign banknotes or euro) or in checks (drawn either on a Bank Branch or domestic banks, in the same or a different city, or on foreign banks), or in orders or in transfers from one or more accounts.
- **1.18.** A State tax shall be withheld from the interest in the beneficiary's account. Residents abroad and other categories of beneficiaries may be exempted from this withholding, if the necessary supporting documents are submitted to the Bank, in accordance with the decisions of the Ministry of Finance applicable at each time.

## 2.NOTICE TO CUSTOMERS

- **2.1.** Information on the interest rates applicable at each time and any possible adjustments shall be provided to the Customer and to the public, in general, that transacts with the Bank, at all Bank Units (in relevant forms brochures, posted announcements, etc.), through relevant publications in the press and at any time on-line, on the Bank's website (http://www.epirusbank.com). The Customer shall be entitled to request, at any time, written information concerning the applicable interest rates of the Bank (deposits, lending, debit balances, etc.), as the case may be.
- **2.2.** Information concerning on the operational and pricing terms of the Bank operations and any adjustments thereto shall be available to the Customer at all Bank Units (in relevant forms brochures, posted announcements, etc.) and at any time on-line, on the Bank's website (http://www.epirusbank.com).
- **2.3.** Available information on the applicable, at each time, interest rates for deposits in EURO and foreign currency and any applicable pricing terms shall be provided to the Customer and to the public transacting with the Bank at the Bank Branches, where the customer can obtain relevant information forms.

# **3.CUSTOMER REPRESENTATION**

**3.1.** Signatures of persons authorized to operate accounts or carry out other transactions with the Bank or to represent natural persons or legal entities, as well as the relevant authorizations and powers of attorney, after their notification to the Bank in writing, shall be valid and the Bank shall be entitled to rely on them, provided that a written notice for the revocation thereof has not been submitted. This written notice by the Customer shall be required even if the Bank is aware of such revocation or change to the representation

through other means, even official ones. The burden of proof for the revocation lies with the Customer.

**3.2.** The Bank assumes no liability towards the Customer for carrying out any instructions (e.g. checks, payment orders or withdrawals) that bear signatures reasonably similar to the signature specimens that have been submitted to the Bank by the Customer or the aforementioned authorized persons, regardless of their authenticity.

### **4.IDENTITY DETAILS**

- **4.1.** The Bank is entitled to demand, or to consider as sufficient proof of the identity of the beneficiaries or their representatives, the production of the items foreseen as proof of personal identity under the mandatory law provisions of the applicable Greek legislation at each time, per category of residents in Greece, and which have been issued by the Hellenic Police or a competent administrative authority (by way of indication: identity card or passport for Greek citizens permanently residing in Greece, residence or work permit for foreigners residing or staying in Greece). The Bank is entitled to consider other types of proof of identity satisfactory, at its discretion, particularly foreign proof of identity (e.g. passports issued by foreign authorities).
- **4.2.** The Bank shall review this proof in order to determine whether the identity and the legalization is established thereby, assuming, though, no liability for the authenticity, the validity, the legal force and the accuracy of their content or the accuracy of the translation of documents or proof presented to it, as well as of any document that it receives on behalf of the Customer or that it delivers to any party on the latter's behalf.

**4.3.** The Customer shall be obliged to timely notify the Bank of any change in their identity details.

Execution of orders

- **4.4.** All types of Customer's orders addressed to the Bank must be clearly formulated and must accurately describe the object concerned. Modification, confirmation or repetition orders must be clearly specified as such.
- **4.5.** The Customer shall be liable for any and all damage caused due to mistake or misunderstanding or error concerning the expression of intention or notices given via telephone, telegraph, telecommunications device (telex, facsimile, etc.) or any electronic means, between the Bank and the Customer or third parties, or Bank offices operating at a different location, unless the damage caused as per the foregoing is due to gross negligence of the Bank. This provision shall also apply for erroneous repetition of telegrams or facsimile or electronic messages. The Customer waives their rights under Article 146 of the Civil Code

to cancel the transaction in case of erroneous transmission of expression of intention.

- **4.6.** For purposes of security of transactions, the Bank reserves the right to request, before the execution of any order that has been transmitted by telegraph, telephone or electronically, the confirmation thereof at the Customer's expense.
- **4.7.** The Bank shall be entitled, at its discretion, to use third parties, natural persons or legal entities, enterprises or authorities, offices, branches or other bodies for the execution of any and all transactions. Where third parties are used at the order of the Customer or where it is required or common due to the nature of the transaction or due to the place where such transaction will be executed, the Bank shall not be liable for their actions, for the selection thereof, nor for their creditworthiness. In all other cases, the Bank's liability shall be governed by Article 716 of the Civil Code.
- 4.8. For the purposes of collection or payment orders abroad, the Bank shall select the persons to whom it will assign such order, collecting as much information as possible, depending on available time and existing means. However, the Bank assume no liability for the failure of performance or the improper performance by the person it will have selected for the collection or the third party that will be used by the selected person.
  5.BANK LIABILITY
- **5.1.** The Bank's liability due to delays or errors or negligence in the execution of orders or the related notices thereto, which may cause damage, shall be limited to the restoration of the damage due to loss of interest, except where the Bank ought to have known that the damage, due to the order's object, could exceed the damage due to loss of interest. However, in any case the Bank assumes no liability to restore any damage due to any change that occurred in the price or the exchange rate of the foreign currency in which the payment was made, nor does it assume any liability, in general, to restore any consequential damage due to the aforementioned cause.
- **5.2.** The Bank assumes no liability towards the Customer or any third party for any derogation from its obligations due to a cause beyond its control and/or the control of its employees and/or representatives, agents or correspondents, in the execution of orders and/or credits and/or charges related to the Customer's account and/or in the execution of other operations. Specifically, and without limitation, the Bank assumes no liability for any reduction of the amounts credited to the Customer's account due to reduction of the limits or the temporary or permanent non-availability of such amounts or for the suspension or limitation of its operations, permanently or for a certain period of time or in respect of specific obligations, and for any damage caused by a prohibition or restriction under the law or mandatory provisions of law, in general, particularly convertibility restrictions, or prohibitions of a legal authority, or the exercise of military or other arbitrary authority by reason of war, revolution, martial law, requisition, attachment of any kind, especially following a court judgment, earthquake, strike, power outage or reasons of force majeure in general, but also for any reason beyond the control of the Bank or for other serious reasons of the Bank.
- **5.3.** The Bank shall be liable only for intention or gross negligence, with the express disclaimer of any liability due to slight negligence in any event and, without limitation, the Bank assumes no liability for the authenticity of checks, payment orders or withdrawal documents issued by the Customer.
- **5.4.** The Bank shall show due diligence for the security of transactions, assuming no liability for cases where fraud against the bank was a result of actions beyond the reasonable limits of its diligence.
- **5.5.** The Bank assumes no liability for any damage caused due to the suspension of its operations as a result of acts of any Greek or foreign authority. The same shall apply where the Bank, on material grounds, suspends or limits, in whole or in part, is operations for certain days or for a specific period of time.

## **6.ANNOUNCEMENTS - NOTICES**

**6.1.** Written announcements or notices of the Bank shall be considered valid and as normally received within the usual transmission time, if sent with regular mail to the last contact address or the last electronic address the Customer has stated to the Bank in any manner. The Bank may invoke as proof of dispatch of such notices the copy of the document that has been sent or a note on the basis of which the document was drafted

or a statement of dispatch or proof of dispatch of electronic message. Copies of shares of the general ledger shall have full evidentiary force.

- **6.2.** All services by a court bailiff shall take place at the address declared by the Customer to the Bank and, especially in the case where the address is no longer valid, a fact that will be fully proven by a report of the court bailiff on the failure to find the Customer, the service may take place, at the Bank's unfettered discretion, to the procedural representative determined in clause 33.2 of these General Terms and Conditions.
- **6.3.** Objections to excerpts and/or computerized statements of any accounts sent by the Bank to the Customer must be submitted to the Bank in writing within thirty (30) days from the date of receipt of the aforementioned documents. The same deadline shall apply in cases where the Customer receives a computerized statement from the Branch where the account is kept. The 20<sup>th</sup> day of the month following the period to which the account statement concerns shall be considered, by presumption, as the date of receipt of the aforementioned dates shall be construed as consent. In any event, account statements extracted from the books of the Bank, showing the Customer's account movements shall constitute full proof of any claim against the Customer and any dispute may concern a specific entry.

### 7. MONEY TRANSFERS

- **7.1.** Except if agreed otherwise, the selection of the manner in which money or securities are transferred shall be subject to the Bank's discretion, taking into account the applicable Greek laws and regulations, the existing capabilities and the practice of banks in Greece. The Customer shall always bear the risk of the transfer.
- **7.2.** Where the transfer order provides a specific transfer method (e.g. Swift) and it is not possible to carry out the transfer within a reasonable time, in the manner determined by the Customer, for reasons beyond the Bank's control, the Bank shall be entitled to select, at its discretion, another appropriate transfer method.

### 8. CHARGES - CUSTOMER OBLIGATIONS

- **8.1.** The Customer irrevocably authorizes the Bank to debit their account with any claim the Bank may have against the Customer, due to any cause, either current or future, even if not yet due and payable, and to carry out balance transfers and credits/debits from one account to another one.
- **8.2.** In addition to the agreed or lawful interest, the fees and the commissions, the Customer shall bear any other cost arising out of the contractual relationship or the transaction with the Bank which may include, among others, all kinds of taxes, duties or similar charges, default interest, legal fees, insurance premiums, telephone, telegraph or

postal fees, expenses for the collection of checks or other securities, etc., in accordance with the applicable Bank pricelist at each time. Information concerning the price of the basic operations of the Bank are provided in the relevant "COMMISSIONS - FEES PRICELIST", which is available at all Bank Branches. These expenses may be charged in the aggregate and not necessarily broken down. However, the Customer shall be provided with the breakdown upon request.

- **8.3.** The Customer shall bear the operating expenses for their account movement and/or keeping, which the Bank may change by providing relevant notice to the Customer and, in general, to everyone transacting with the bank through relevant forms brochures, posted announcements, announcements through the press, etc. or on-line, at the Bank's website (http://www.epirusbank.com). Other charges to the account shall be notified in the same manner.
- **8.4.** The Customer must notify the Bank if they do not receive announcements that the Bank ought to have sent to them, especially announcements for the execution of all kinds of orders or payment orders or remittances. This notice must be sent by the Customer promptly upon lapse of the deadline within which the Bank announcement ought to have been received by regular mail. Otherwise, the Bank shall be released from any liability for compensation.

## 9. MORE JOINT BENEFICIARIES

- **9.1.** Each of the beneficiaries of a monetary deposit with the Bank in a simple or joint account may make use of the relevant account, in whole or in part, without the involvement of the others, unless all beneficiaries provide written instructions to the contrary to the Bank.
- **9.2.** Each of the beneficiaries shall be severally liable against the Bank in respect of any obligation arising out of such account. Default, fault, notice, termination and *res iudicata* against one of them shall also be valid against the others.

## 10. PROVISION OF COLLATERAL

- **10.1.** The Bank shall be entitled to request its Customer, at any time, to provide or increase any collateral that has already been provided in respect of any obligation of the Customer, including conditional or future obligations.
- **10.2.** Every asset in the hands of the Bank on behalf of the Customer shall constitute guarantee for the performance by the Customer of existing or future obligations owed to the Bank, the Customer shall be obliged to take every measure necessary in order for such guarantee to be valid and have legal effect against any and all third parties.
- **10.3.** Articles that were pledged, assigned as collateral and receivables that have been assigned, shall be utilized as collateral in respect of any claim of the Bank, even if assigned as guarantee for the specific claim, unless utilization as collateral for other claims has been expressly precluded.
- **10.4.** The Customer shall be obliged to take care to maintain and protect the articles or the rights assigned to the Bank as collateral, as well as for the collection of their receivables and revenues and to notify the Bank accordingly, in the appropriate manner.
- **10.5.** If the value of the assets that have been assigned to the Bank as collateral exceeds, not temporarily, the agreed margin or cover, the Bank shall be obliged, upon Customer's request, to release respective assets from the collateral, which shall be selected at its unfettered discretion.
- **10.6.** The Customer shall bear all costs and expenses, in general, that were incurred concerning the assignment, management and disposal of assets that have been provided as collateral, as well as in respect of the pursuit of the claim due to recourse against third parties, such as storage fees, supervision or inventory expenses, insurance premiums, brokerage commissions, legal fees, etc.

## 11. DISPOSAL OF COLLATERAL

**11.1.** If the Customer defaults in respect of the performance of their obligations, or fails to provide or increase any collateral, the Bank shall be entitled, subject to the conditions of the Law, to dispose of the assets in its hands as collateral, without a court judgment concerning the claim, at any time and in any place it considers appropriate, either in lump-sum or successively, taking into account, to the extent possible, the Customer's

interests. Where the Bank holds more than one of the Customer's assets as collateral, the Bank shall be entitled to select among them, at its unfettered discretion.

- **11.2.** The provisions of the Legislative Decree 17.7/13.8.1923 "On special provisions for sociétés anonymes" shall apply for the disposal as per the foregoing.
  - 12. LIEN
- 12.1. Assets, bearer bonds and, in general, securities without distinction (hereinafter referred to as the "Securities") which are in the Bank's possession, in any manner, on behalf of the Customer, or over which the Bank obtains a right of disposal, shall constitute a lien in favor of the Bank, which shall be entitled to refuse to deliver any of the Securities to the Customer or any third party, at the order of the Customer, until the latter has performed their obligations owed to the Bank.
- **12.2.** The Customer shall be entitled to oppose to the Bank's lien only through the provision of adequate collateral to the Bank's satisfaction, such as, without limitation, the pledging of the aforementioned Securities.
- **12.3.** The Bank does not assume any liability for any damage that may be caused to the Customer or a third party as a result of its exercise of the lien over the Securities or other lawful measures that the Bank may take in order to secure its claims against the Customer, including conditional or future claims.
- **12.4.** All expenses due to the aforementioned reasons, including legal fees and the expenses for the establishment of a pledge or any other kind of collateral shall be borne by the Customer.

# 13. OFFSET

**13.1.** The separate transactional relationships between the Customer and the Bank shall be considered to arise out of a single contract.

- **13.2.** Claims arising out of a separate transactional relationship may be offset, at the Bank's initiative, against a claim resulting from another separate transactional relationship.
- **13.3.** The Bank, also, shall be entitled to refrain from fulfilling its obligations towards the Customer, if it maintains claims against the Customer, due and payable or future or conditional ones, regardless of whether these claims arise out of the same transactional relationship, out of which the Bank's obligations arise.

# **14. INERITANCE LAW MATTERS**

**14.1.** All legal, substantive or procedural matters that may arise in case of the Customer's death shall be resolved in accordance with the law of the jurisdiction, the application of which is provided for by the provisions of the Greek private international law. More specifically, this law shall govern

the following issues, without limitation: a) succession, b) validity of wills and testaments, c) special or universal successors to the Customer, d) the rights of the aforementioned persons against the Bank, e) the documents and other elements that are required for the legalization thereof. Especially where the Greek law applies, the Bank shall be entitled to demand the production of a certificate of succession, a certificate by the executor of the will or any other document the Bank considers necessary.

- **14.2.** In case of application of foreign law, the Bank shall be entitled to request an expert opinion of a Greek or foreign lawyer of its choice in respect of all matters that may arise in the specific inheritance case.
- **14.3.** The Bank assumes no liability for the authenticity, the formal validity, the evidentiary force or the accuracy of the documents and other legalization documentation of the Customer's successors submitted to the Bank; nor does it assume any liability for any damage that may be caused to them, or other actual beneficiaries or joint beneficiaries or third parties, in general, due to defects of the aforementioned documents and documentation.

# III. ARTICLES FOR SAFEKEEPING

# 15. SAFEKEEPING

- **15.1.** The Bank shall be entitled to deposit, in its name and under its control, all articles delivered to it for safekeeping, with third parties, in the capacity of depositaries, in addition to its own facilities. The Bank assumes no liability, where the third party was selected at the Customer's instructions. Otherwise, the Bank shall be liable only in respect of fault in the selection.
- 15.2. The Bank, in lack of specific instructions by the Customer, shall not proceed to collect due and payable interest and dividends of shares and the value of called bonds.
  IV. CHECKS BILLS OF EXCHANGE

# 16. PRESENTATION FOR COLLECTION

- **16.1.** The Bank shall be obliged to timely present, draw notices of dishonor and notices of payment for bills of exchange, promissory notes and checks that have been delivered to it for collection, under the following conditions: a) checks drawn on a bank with registered office in the city where the Bank Branch, to which they were delivered for collection, is located ought to be received by that Branch two (2) clear working days prior to their presentation date, b) checks drawn on a bank with registered office in a different city in Greece that has a branch in the city where the Bank Branch, to which they were delivered for collection, ought to be received by that Branch four (4) clear working days prior to their presentation date, c) bills of exchange and promissory notes ought to be received by the Bank twelve (12) days prior to their maturity. The Bank shall not be obliged to use exceptional means for the dispatch and shall be released from any obligation in case of force majeure or other reasons for which it bears no liability.
- **16.2.** The Bank assumes no liability for the timely presentation, the drafting of notices of dishonor and notices for non-payment in respect of bills of exchange, promissory notes and checks payable in Greece, outside of the territory of Municipalities where its branches are located (the Municipalities of Athens and Piraeus shall be considered as a single Municipality and shall include adjacent Municipalities and Communities) or abroad. More specifically, the Bank assumes no liability for bills of exchange, promissory notes and checks payable in foreign countries where regulations apply that regulate matters pertaining to bills of exchange, promissory notes and checks differently than the Greek law.
- **16.3.** Unless otherwise instructed, the Bank shall be entitled to present for payment, on their maturity date, bills of exchange and promissory notes it holds and to proceed to draft notices of dishonor in case of non-payment. The Bank shall be entitled to send the bills of exchange and the promissory notes to a different location for the aforementioned purposes.

# **17.** ACCOUNT CREDIT | DEBIT

**17.1.** If the Bank credits any of the Customer's accounts with an amount equivalent to the value of the bills of exchange, promissory notes and checks that have been transmitted to it for collection, prior to the payment thereof, such credit shall be subject to the condition of the payment of such negotiable instruments. The condition shall apply even

if the negotiable instrument is payable at the Bank itself. In case of non-payment or collection, the Bank shall reverse the respective credit entry, regardless of whether a clearance statement has been issued for the respective account.

- 17.2. If the information available to the Bank pertaining to the debtor of a bill of exchange is not sufficient, at its fair judgment, or if objections were raised by a drawee of a bill of exchange, or if the financial status of the debtor of a bill of exchange has deteriorated, the Bank shall be entitled to debit again the account, prior to the maturity of the bill of exchange that has been paid in advance or delivered for collection, regardless of the status of such account. Similarly, the same shall apply in respect of checks.
- **17.3.** The Bank shall be entitled to debit again the Customer's account in cases where: a) bills of exchange, promissory notes and checks that have been forwarded for collection or paid in advance by the Bank were not paid upon presentation, b) the free disposal of the proceeds thereof has been restricted under legislative or administrative measures, c) the above negotiable instruments cannot be presented for payment due to insurmountable obstacles.
- **17.4.** The Bank shall be entitled to seek the collection of the value of bills of exchange, promissory notes or checks that have not been paid for any of the aforementioned reasons and the value of which has been debited again, or to assign the aforementioned negotiable instruments for collection to the person who deposited them for collection.
- **17.5.** In all cases where the Bank has debited again the value of the bills of exchange, promissory notes and checks, the Bank reserves the claim, according to the law on such negotiable instruments, for the full payment thereof, including ancillary claims against the Customer and any third liable party, arising out of said negotiable instruments until the full settlement of its claim arising out of the aforementioned debit.
- **17.6.** If, in accordance with provisions of foreign law or upon relevant agreement with foreign banks, the Bank incurs the value of bills of exchange, promissory notes or checks which bear forged signatures or alterations, the Bank shall be entitled to debit the Customer.

### **18.** FIDUCIARY OWNERSHIP | ASSIGNMENT

- **18.1.** The Bank shall enjoy fiduciary ownership over bills of exchange and checks received by it for collection. Full ownership shall be acquired by the Bank over bills of exchange or checks that it pays in advance at the time the bill of exchange or check, respectively, is transferred to the Bank. Where the Customer's account is subsequently debited with the amount of the bill of exchange or check that has been paid in advance, the Bank shall retain fiduciary ownership of the bill of exchange or check.
- **18.2.** Upon acquisition of ownership of checks and bills of exchange, the claim arising out of the underlying relationship shall also be transferred to the Bank. Such claims shall also be transferred to the Bank in respect of any other negotiable instrument received by the Bank for collection.

- **18.3.** If the Bank receives negotiable instruments for collection subject to the condition that the proceeds thereof may be used only for a specific purpose, the Bank does not acquire fiduciary ownership, nor does fiduciary assignment occur.
- **18.4.** Fiduciary ownership and fiduciary assignment secure the Bank's claims against the Customer, existing at the time of the transfer and arising out of the maintenance of an open account or which may arise out of a possible debit entry of the amount of unpaid negotiable instruments that have been delivered for collection or have been paid in advance. Upon Customer's request and if the Bank does not have any unsecured or nonadequately secured claims against the Customer, the ownership of the negotiable instruments and the assigned claim arising out of the underlying relationship shall be transferred by the Bank to the Customer.
- **18.5.** Customer claims arising out of bills of exchange or checks received by the Bank, as well as existing or future rights related to ancillary transactions, including agreements for securing payment, shall be considered as simultaneously assigned to the Bank. The Customer shall be obliged to conclude a special contract with the Bank in respect of these assignments, in accordance with Greek law. The Bank shall be deemed bound by the order only upon conclusion of this contract. The same shall apply for other securities delivered to the Bank for collection, more specifically for payment orders and invoices. 19.

### **PAYMENT OF BILLS OF EXCHANGE, CHECKS**

- **19.1.** The Bank, which receives the order to seek acceptance of bills of exchange or payments of checks, assumes no liability for the authenticity of the drawees' signature or the legalization or identity of the signatory obligors.
- 19.2. Bills of exchange drawn on the Bank shall be paid by the latter only upon receipt of timely instructions for the payment, provided that the respective cover is available at the Bank.

#### SPECIAL TERMS ACCORDING TO THE FORM OF DEPOSITS V.

#### **DEPOSIT BOOK - ACCOUNT STATEMENTS** 20.

- **20.1.** Where the Bank issues, in the name of the beneficiary of a deposit account, a deposit book, the Customer - account beneficiary shall be obliged to safeguard it and present it when making deposits or withdrawals. The Bank shall also be entitled to ask for the book to be presented in other cases, if this is in its best interests. Upon the settlement of an account, the Customer must return the book to the Bank for cancellation.
- **20.2.** If the deposit book is lost for any reason, the Customer shall be obliged to immediately notify the Bank Branch with which their account is kept. However, prior to the receipt of this notice, the Bank assumes no liability for any payment it may make on the basis of the lost deposit book or with falsified identity details and signature, even if failure to notify the Bank is not due to Customer's fault.
- **20.3.** No deposit entry in the book shall be recognized by the Bank, nor does it create any debt of the Bank, unless the relevant deposit slip bears the foreseen print-out by the current Bank IT system or the stamp and signature of the Cashier who collected the money, in case an on-line procedure was not followed.
- 20.4. The Customer hereby accepts that the entries in their deposit book or account statement shall be considered accurate only if they are consistent with the entries and the balance appearing in the records kept by the Bank.
- 20.5. Any withdrawal or deposit with supporting documentation signed by the Customer or the legal representatives or successors thereof shall be considered valid, even if the respective transaction has not been entered into the deposit book.
- **20.6.** Computerized statements of the Customer's account, where applicable, shall be sent to the contact or home address that the Customer, at their responsibility, have declared, in accordance with the relevant provisions, with or without charge to the Customer.

#### SAVINGS DEPOSIT ACCOUNTS 21.

- **21.1.** The deposit, together with the interest, shall be paid on demand.
- **21.2.** Interest shall be calculated until the day preceding the withdrawal date, without prejudice to the provisions of these General Terms & Conditions under clause 2.11. Interest shall be accounted on 30 June and 31 December every year, unless other dates are agreed or announced by the Bank.

**21.3.** The Bank, in any event, reserves the right to modify, at its discretion, any of the operating conditions of the accounts.

# 22. SIGHT DEPOSIT ACCOUNTS

**22.1.** The deposit, together with the interest (if it is interest-bearing), shall be paid on demand.

- 22.2. Interest shall be calculated (if such deposits are interest-bearing) until the day preceding the withdrawal date, without prejudice to the provisions of these General Terms & Conditions under clause 2.11. Interest shall be accounted on 30 June and 31 December every year, unless other dates are agreed or announced by the Bank.
- **22.3.** The Bank provides the Customer with the option to dispose the account funds through the issue of checks that will be drawn on the Customer, debited to their respective account. Checkbooks shall be granted at the Bank's fair discretion. Such grant shall not be possible, if it is contrary to any prohibitions under the Law or decisions of competent authorities.
- **22.4.** The Bank shall be entitled not to grant a checkbook to the Customer, if, in its opinion, there is the possibility of improper use on the Customer's part, or the account movement presents concerns or if the requested number of checks is disproportionate to the account movement or if "TIRESIAS SA" files contain unfavorable information about the Customer or where the Bank does not consider the grant of checks as appropriate.
- **22.5.** The Customer shall be obliged:
- 1. To exclusively use the checks granted by the Bank. Otherwise, the Bank shall not be obliged to pay any other checks that may be presented and assumes no liability for the consequences of the non-payment of such checks. The Customer's full name or trade name may be printed on the checks, at the respective charge.
- 2. To safeguard the checkbook that the Bank grants them each time, to prevent possession thereof by non-authorized persons, and to notify the Bank, in any manner, in case of theft or loss, even of a single check. Until the relevant written notice has been received by the Bank, the Customer shall be the sole liable, regardless of the amount, for any payment or referring to drawer of any check that has inadvertently escaped from their possession, even if such check has been forged or counterfeited.

- **3.** To return any unused checks to the Bank upon termination of the relationship between the Customer and the Bank, as well as in the cases provided for in any legislative or monetary regulations.
- **22.6.** The receipt for the acceptance of the checkbook by the Customer shall constitute an irrebuttable presumption that the Customer has reviewed it for completeness.
- **22.7.** If more than one checks or payment orders are presented on a given day and the existing funds available are insufficient to cover the payment thereof, the Bank has the right to approve payment of one or more of them at its discretion, regardless of their date of issue.
- **22.8.** If a Customer issues a bad check, the Bank shall be entitled to close the account and ask for immediate return of unused checks.
- **22.9.** If, for any reason, the Customer does not wish a check they have issued to be paid, the Customer must immediately notify in writing the Deposits Department of the Branch with which the account is kept. The Bank, however, shall not be obliged to take the recall into account and, in no case, does it assume any liability for payment in respect of such a check before receipt of such notification or before the deadline provided for by Article 32 of Law 5960/1933 'On Checks', lapses.
- **22.10.** The Bank assumes no liability for cases of payment or referring to the drawer of any check which bears a signature other than the account beneficiary's one or where the details thereof have been falsified. Otherwise, the provisions of Law 5960/1933 'On Checks' shall apply.

## 23. CURRENT ACCOUNTS

- **23.1.** The deposit, together with the interest, shall be paid on demand.
- **23.2.** Interest shall be calculated until the day preceding the withdrawal date, without prejudice to the provisions of these General Terms & Conditions under clause 2.11. Interest shall be accounted on 30 June and 31 December every year, unless other dates are agreed or announced by the Bank.
- **23.3.** The Customer, subject to an agreement with Bank and its more specific terms, may withdraw amounts from the current account in excess of the credit balance available at each time thereat. The maximum allowable debit balance of the account shall be set by the Bank, on the basis of the creditworthiness of the Customer and, in general, the Bank criteria, as well as any restrictions set by competent authorities.
- **23.4.** The Bank reserves the right to reduce the specially agreed overdraft limit, in accordance with the previous paragraph. The Customer, in such case, must immediately reduce the debit balance up to the limit set by the Bank at each time.

**23.5.** Otherwise, the terms and conditions pertaining to sight accounts under clause 24 above shall apply.

## 24. NOTICE ACCOUNTS

**24.1.** The terms and conditions of this type of deposits shall be specially agreed between the Bank and the Customer.

**24.2.** These General Terms and Conditions shall apply for any matter not specifically agreed between the Customer and the Bank.

## 25. FIXED TERM DEPOSITS

**25.1.** The Bank shall be entitled to determine the applicable every time minimum deposit term.

**25.2.** Interest shall be calculated until the day preceding the maturity date, without

prejudice to the provisions of these General Terms & Conditions under clause 2.11.

**25.3.** If the deposit matures and is not renewed, the Bank shall be entitled to determine the manner in which the deposit balance will accrue interest.

- **25.4.** The Bank shall be entitled to refuse the Customer's request for early withdrawal of the Deposit, if the Deposit capital falls below the limit set from time to time.
- **25.5.** If the Bank accepts the Customer's request for early withdrawal, the Customer shall be charged with a deduction that will be calculated at the rate set by the Bank from time to time, depending on the currency of the account.
- **25.6.** In case of early withdrawal, the Bank reserves the right to reduce the interest rate of the initial deposit to the interest rate provided for this level.
- **25.7.** The Customer shall be obliged to take care of the renewal of the Deposit.

**25.8.** If the maturity of the Deposit falls on a Weekend or another holiday, the maturity date shall be postponed until the next working day.

## 26. DEPOSITS IN JOINT ACCOUNTS

- **26.1.** The Bank accepts deposits in a joint account in the name of the joint beneficiaries as stated in the account opening application, provided that the deposit shall be governed by the provisions of Law 5638/1932 'on deposits in joint accounts', as supplemented by Legislative Decree 951/1971, as well as by the provisions of Document No. 256/2.4.96 of the Monetary Policy and Banking Operations Directorate of the Bank of Greece
- **26.2.** Each of the beneficiaries of the deposit shall have the right to make use of the account, in whole or in part, without the involvement, consent or approval of the other joint beneficiaries, even in the case of early withdrawal of a fixed term or notice deposit, provided that this early withdrawal is accepted by the Bank.
- **26.3.** In case of death of any of the beneficiaries, the deposit and its account shall be automatically transferred to the survivors. If they are not a member, the deposit amount shall be disbursed and payed to the heir.
- 26.4. Deposits in Indivisible Joint Accounts
- **26.5.** An indivisible joint account means an account the operation of which requires the involvement of all persons / beneficiaries members, in order for the balance of the account, in whole or in part, to be withdrawn.
- **26.6.** Otherwise, the deposit shall be governed by the provisions of Article 111 of Legislative Decree 118/1973, which lays down the obligations of the persons members, in whose name the account is opened.

### 27. BASIC INFORMATION ON THE DEPOSITS GUARANTEE SCHEME, HDIGF, IN ACCORDANCE WITH LAW 4370/2016

27.1. The deposits with the Cooperative Bank of Epirus are covered by the HELLENIC DEPOSIT AND INVESTMENT GUARANTEE FUND - HDIGF, 6 Amerikis St., Athens, P.C. 10671, tel.: 30 210 3639933, 30 210 3635433, Fax 30 210 3635582, e-mail: info@hdigf.gr), with a cover limit of 100,000 euro per depositor. In respect of specific types of deposits, a greater cover limit is provided, under certain conditions.

**27.2.** If you have more than one deposits in the same credit institution, the maximum cover level for all deposits of each depositor with

each credit institution shall be limited to one hundred thousand (100,000) euro. This limit applies for all deposits kept with the same credit institution, regardless of the number of deposits, the currency and the place of deposit within the EU. In case of joint accounts, the 100,000 euro limit applies for each depositor.

- **27.3.** The deadline for commencement of the payment of compensation is 7 working days from the date the credit institution becomes insolvent. Compensation currency: Euro.
- **27.4.** Compensation: The amount of compensation is made available by the HDIGF within seven (7) working days of the date of the issue of the decision provided for by the law by the competent supervisory or judicial authority. In certain cases, said deadline may be extended by up to three (3) months at the most. The depositor's right to compensation shall be prescribed upon lapse of five (5) years from the aforementioned deadlines. For the purposes of calculation of the compensation amount, the deposit balances shall be offset against any kind of claims of the credit institution against the depositor, provided that such claims were due and payable on or before the date the credit institution becomes insolvent.
- **27.5.** The exemptions of certain types of deposits are listed on the Hellenic Deposit and Investment Guarantee Fund's (HDIGF) website www.teke.gr. The Cooperative Bank of Epirus will inform you, upon request, whether specific types of deposits are covered or not. The Cooperative Bank of Epirus confirms the coverage of the deposits on the account statement. Further information is available a<u>t www.teke.gr</u>

### **VI. INVESTMENT SERVICES**

### 28. **PROVISION OF INVESTMENT SERVICES**

- **28.1.** The Bank is entitled to provide the investment services provided for in its Articles of Association, the relevant license it has obtained from the Bank of Greece (Decision 153/2.7.2003 of the Banking and Credit Committee) and the provisions, in general, of the applicable legislation at each time.
- **28.2.** An investment services contract (the "Investment Services Contract") shall be mandatorily concluded between the Bank and the Customer for the provision of investment services by the Bank to the Customer, in order to regulate the transactional relationship between them in respect of the provision of investment services. The terms of the Investment Services Contract constitute an integral part of the General Terms and Conditions, which are supplemented thereby, constituting a single and indivisible whole, which shall govern overall the transactional relationships between the Customer and the Bank, in the provision of investment services to the former. Special terms that may be agreed due to the provision of specific investment services to the Customer, main or ancillary ones, such as receipt and transmission of orders for the conclusion of transactions in regulated markets, acceptance and execution of orders in regulated markets and, mainly, a stock exchange order at the Athens Stock Exchange or the derivatives market of the Athens Stock Exchange, deposit of securities, etc., shall also constitute a single and indivisible whole together with these General Terms and Conditions. In case of any discrepancy between these General Terms and Conditions, on the one hand, and the terms of the Investment Services Contract or the special terms of specific contracts, on the other, the latter terms shall prevail.
- **28.3.** In order to facilitate the transactional relationships of the Customer, which arise out of the Investment Services Contract or any special contracts governing specific investment services, main or ancillary ones, a monetary account shall be opened and maintained by the Bank in the name of the Customer, where all monetary claims between the Bank and the Customer shall be entered (the "Monetary Investment Account"). The Monetary Investment Account shall be governed by these General Terms and Conditions and, in a supplementary manner, by the terms of the Investment Services Contract, which constitute a single and indivisible whole together with these General Terms and Conditions and the terms of the Investment Services Contract, in respect of the operation of the Monetary Investment Account, the latter terms shall prevail.

### VII. MISCELLANEA

### 29. FINAL PROVISIONS

- **29.1.** The Customer who transacts in any manner with the Bank for the first time shall sign a copy of these General Terms and Conditions and declare that they have become aware hereof and that they received a copy hereof, and accepts that the Bank may modify or amend these General Terms and Conditions, while such modifications or amendments shall be binding for the Customer once notified.
- **29.2.** The Bank reserves the right to modify or amend these General Terms and Conditions, notifying the Customer accordingly. If the Customer does not object in writing to the aforementioned modification within thirty (30) days from notification, it shall be considered that the Customer accepts such modification or amendment. The Bank may supplement these General Terms and Conditions with annexes concerning special banking operations and transactions. These annexes constitute a single whole with these General Terms and Conditions, provided that they are notified to the Customer and the latter does not notify the Bank in writing of their objection within thirty (30) days. Any transaction of the Customer with the Bank after the aforementioned notification shall constitute acceptance of the modified terms, as well as the Annexes thereto.
- **29.3.** These General Terms and Conditions shall apply continuously and their application shall not be restricted to a single transactional relationship or loan facility to the Customer, but it shall extend to all relationships between the Bank and the Customer, existing or future ones.
- **29.4.** The transactions of the Bank with the Customer, in general and specifically all transactions between them in euro or a foreign currency (such transactions mean any transactions concluded directly in a foreign currency, as well as those which are concluded in connection, in any manner, to a foreign currency or the exchange rate of such foreign currencies) shall be governed by the general terms and rules imposed at each time to banks operating in Greece by the provisions of Greek laws, regulations, ministerial decisions or decisions of the Bank of Greece, or competent Committees already existing or that may be formed in the future, or orders by any and all competent authorities. If said provisions establish mandatory rules, these rules shall prevail over any conflicting rules contained in the agreements between the Bank and the Customer or these General Terms and Conditions, while said transactions shall be adapted to these rules. The conflict of any specifically agreed terms or these General Terms and Conditions with any mandatory law provisions, in accordance with the foregoing, shall constitute grounds for the termination of the transactional relationship, both for the Bank and the Customer. Claims for compensation on grounds relating to the principles established by this clause are mutually precluded. More specifically, the Bank assumes no liability for accepting any order for the execution of any banking operation that is contrary to mandatory law provisions as per the foregoing which are subsequently established and apply for the transactional relationship to which the order relates.

**29.5.** The invalidity, in whole or in part, of one or more of the General Terms and Conditions, due to change in legislation or jurisprudence shall not affect the force and the validity of the other terms or the contractual relationship between the Bank and the Customer.

# **30. DISPUTE RESOLUTION**

- **30.1.** It is agreed that the Courts of Ioannina shall have exclusive jurisdiction over any dispute that may arise out of the interpretation and application of these General Terms and Conditions, as well as out of any relationship between the Bank and the Customer. This exclusive jurisdiction applies only to the Bank's favor, which shall be entitled to initiate proceedings before any other competent Court.
- **30.2.** The Customer declares that they appoint M... .... as their procedural representative. This procedural representative may be served with any document pertaining to the relationship between the Customer and the Bank and which is addressed to the Customer and relates to the legal relationships arising out or as a result of or due to the Customer-Bank relationship, as well as any brief instituting proceedings or enforcement proceedings, even if such act may be carried out by the Customer in person.

## 31. PERSONAL DATA PROCESSING

- **31.1.** The Customers accepts the use of their personal data by the Bank for the purpose the Bank's compliance with its legal obligations or in the context of the performance of the contract with the Customer, for the purposes of the provision of better services.
- **31.2.** The Bank assumes no liability for any waiver of banking secrecy or for any disclosure of personal data imposed to the Bank pursuant to a special law provision, a judgment or an act of an administrative authority.
- **31.3.** The Customer by signing these General Terms and Conditions declares that the Bank provided them with information using a special form concerning the collection, storage and processing of personal data by the Bank, in accordance with the provisions of the General Regulation 2016/679 (GDPR) and Law 4624/2019, for the purposes of the execution hereof.
- **31.4.** In addition, the Customer consents to the Bank using their data in order for the Bank to provide information to the Customer for products or services of the Bank and its Group.
- **31.5.** In addition, the Customer declares that they were informed that pursuant to Articles 15, 16, 17 and 21 of the General Regulation, following verification of their identity, they have the right to access, rectification and objection in respect of the personal data relating to them and which are the object of processing, and that any relevant request must be addressed to the Bank in writing.
- **31.6.** Finally, the Customer undertakes the obligation to timely notify the Bank about any change to their personal data.

## VIII. INFORMATION - CONSENT TO ACCESS TO THE FILES OF TIRESIAS SA

- **32. TIRESIAS SA** (Data Controller), with registered office at 2, Alamanas str, 15125 Marousi (tel. 2103676700) maintains the following financial behavior data files. More detailed analysis and information is available in notices through the press and at the website of TIRESIAS SA (<u>www.Tiresias.gr</u>)
- **32.1.** <u>FINANCIAL OBLIGATIONS DEFAULTS FILE</u>: This file contains data concerning default on certain financial obligations undertaken, such as bounced checks, terminations of loan and credit agreements, orders for payment, etc. The purpose of this file is to provide data recipients with adequate information, mainly, for assessing the creditworthiness of their customers. Courts of Peace, Courts of First Instance, Land Registers, Cadastre Offices, Credit Institutions and the Bank of Greece are the sources of the data.

Data are stored in the file between 2 and 15 years, depending on the significance of the information and subject to the conditions laid down in Article 40 of Law 3259/2004, as in force, and the regulations of TIRESIAS SA.

**32.2.** <u>MORTGAGES - PRENOTATIONS OF MORTGAGES FILE</u>: Encumbrances on real property are recorded in this file. The purpose of the file is the assessment of the encumbrances by the data recipients. Land Registers and Cadastre Offices are the sources of the data. The data are retained for as long as the respective entries are retained by the aforementioned sources.

**32.3.** <u>CREDIT CONSOLIDATION FILE</u>: Data pertaining to debts, performing and in arrears, arising out of loans, credits, documentary credits, and guarantees of any kind to natural persons and businesses, regardless of legal form are recorded in this file. The purpose of the file is to provide recipients with adequate information, mainly, for assessing the creditworthiness of their customers. Credit and financial institutions are the sources of the data.

The data are retained for five (5) years from the last monthly update thereof by the institutions transmitting such data.

## 33. CREDIT BUREAU SCORING SYSTEM

On the basis of the data kept in the aforementioned files, TIRESIAS SA has developed, at the order and on behalf of the credit institutions, the aforementioned system, which, based on specific models for the statistical analysis of the transactional behavior of natural persons and legal entities, calculates and provides recipients with scores on specific possibilities of defaulting on a financial obligation throughout the following twelve (12) months. This system aims to the more accurate estimation of credit risks and, consequently, reduction of bad debts.

TIRESIAS S.A. provides all interested parties, upon request, the scores that concern them and the main factors which determined them.

### 34. **RECIPIENTS**

Only licensed credit and financial institutions, as well as specific Public Bodies have access to the data of the aforementioned files and the Credit Bureau Scoring System.

## 35. DATA SUBJECTS RIGHTS

Every data subject, pursuant to Law 2472/1997, has the right of access to the aforementioned files and the right to object, which may be exercised by means of a request submitted to TIRESIAS SA. The right to object in respect of the Financial Obligations Default and the Mortgages - Prenotation of Mortgages Files concerns the rectification of the data registered therein or the prohibition of transmission thereof to recipients.

In respect of the Credit Consolidation File, the right to object concerns the prohibition of access to the data recorded therein by recipients and the relevant application may also be submitted to the Bank, which shall forward it to TIRESIAS SA.

## **36. CONSEN**⊤

Access to the Obligations and Mortgages - Prenotation of Mortgages Files does not require the data subject's consent (Hellenic Data Protection Authority Decisions No. 109/1999 and 24/2004).

Having been informed as per the foregoing, I hereby unconditionally consent:

 $\hfill \Box$  To the Bank accessing my data recorded, at each time, in the Credit Consolidation File.

 $\Box$  To the Bank accessing my score in the Credit Bureau Scoring System.

 $\Box$  I do not consent to the Bank accessing my data recorded, at each time, in the Credit Consolidation File.

 I do not consent to the Bank accessing my score in the Credit Bureau Scoring System. The above consent may be withdrawn at any time, effective for the future, by means of a document submitted to the Bank. The above consent applies henceforth for any and all transactional relationships with the Bank until its expiry in any manner or its withdrawal.
 37 NO WAIVER

### 37. NO WAIVER

Failure of the Bank to exercise its rights arising out of the law, these General Terms and Conditions, or other agreements and/or the tolerance of the Bank for any irregularities on the part of the Customer, once or repeatedly, consecutive or otherwise, shall not constitute waiver of the Bank of its right to exercise at any time all the above mentioned powers and/or to request the Customer to strictly and accurately comply with their obligations.

These General Terms and Conditions were signed in two (2) copies and each party received one copy. The Customer, by the signature hereof, declares and confirms the receipt of a copy hereof.

City/Date: , Cooperative Bank of Epirus SYN.P.E. Branch: -(Signatures - full names) THE CUSTOMER (Signature - full name)