



# AGREEMENT FOR GRANTING ACCESS TO THE winbank ELECTRONIC BANKING SYSTEM

The Piraeus Bank S.A. (hereinafter "the Bank") grants to the above contracting party (hereinafter "the Customer") the right of access to the Winbank electronic banking system for any lawful use. The granting of access is governed by the terms mentioned here below which are deemed by both parties to be essential in their entirety.

## 1. OBJECT OF THE AGREEMENT

1.1 The Bank, upon request of the Customer, gives the Customer the right to carry out banking transactions (hereinafter "Transactions") through the winbank electronic banking system, under the terms and conditions listed here below.

1.2 The winbank electronic banking system consists of a system that allows the Customer to receive information, to transmit orders and applications and to carry out banking Transactions from a distance, by the use of a variety of technological methods and infrastructures, such as (indicatively) the Internet, the fixed-line telephone communications network, the networks of the mobile telephones. The Customer understands and recognizes that the winbank system is a constantly developing system, subject to alterations and supplements, without depending exclusively to any technology existing today and that, to that extent, the Bank has the right to alter periodically the data and the parameters of the winbank system. For example, the Bank has the right to alter the number and the kind of the Transactions, the requirements of the user's equipment, the methods and systems of recognition or verification of the user's identity, etc.

## 2. ACCESS TO AND USE OF THE WINBANK SYSTEM

2.1 Unless otherwise specified in an Addendum, which will be an integral part of this Agreement, it is agreed that in the event that the Customer is a legal entity, it shall act during the term of the present agreement through one or more of its legal representatives (hereinafter referred to collectively as "the Representatives"), the details of which are mentioned in the attached Annex A. The Customer expressly recognizes as absolutely valid, enforceable and binding all Transactions that shall be carried out by its Representatives in its name and on its behalf and stand under the conditions and limits set forth by its competent administrative body.

2.2 Following the Customer's registration to the winbank system and after the Bank has activated the system of access to the automated Transactions, the Customer or (in the case that the Customer is a legal entity) each Representative of the Customer shall receive from the Bank the secret personal identification code of the winbank system (hereinafter "the Code" unless otherwise specified in an Addendum, which will be an integral part of this Agreement), it via a special security means, according to the access method (through the Internet, the fixed-line telephone communications network, etc.). The Code may consist of one or more alphanumeric or digital identification elements (PIN - digital certificate, etc.), depending on the method and access technology system applied by the Bank each time. Every time that the Customer (acting through its Representatives in case of a legal entity) uses the winbank system and wishes to have access to confidential information regarding his accounts, or to carry out a Transaction by using the winbank system, the Customer, during his connection with the winbank system must confirm his identity by a) using or, as the case may be, by dialling his Code or b) using any identification method available according to its specific terms and conditions, or by any other way required by the system. The Customer recognizes that the transmission of his Code to the winbank system, or by using any other identification method, certifies his identity to the Bank and constitutes evidence that the Customer himself has made use of the service, in particular that the electronic order has been sent by the Customer himself and that the recipient of the information is the Customer himself. The contracting parties agree that the evidentiary power of these electronic orders is equivalent to the evidentiary power of documents. The receipt of the electronic order and its recording by the computer system of the Bank constitutes full evidence of the order made.

2.3 The Bank has absolutely no access to the Customer's Code other than in a strictly encrypted form.

2.4 In case that the Code is disclosed, the Customer must call immediately the Customer Service Centre of the Bank at +30-210-3288000 or any other phone number notified by the Bank. The Bank undertakes the responsibility to cancel the Customer's Code immediately, being liable for any possible Transactions occurring after the cancellation. The Bank has installed a system for recording conversations between the Customers and the Customer Service Centre of the Bank. The Customer declares that he consents to and permits the recording of his conversations or, in the case of a legal entity, of its Representatives or of other agents with the employees or representatives of the Bank. Such recording by the Bank's automated recording system may legally and admissibly be used by the Bank before the courts and shall constitute full evidence of the content of the conversation and of the time that it took place. It is expressly agreed that in case that the Customer contests the identity of the parties participating in the conversation or the authenticity or the content of the above recording, he shall bear the liability of proving its allegations.

2.5 The Customer and, in the case of a legal entity, the Customer's Representatives have the right to change their personal Code (from the moment when the Bank has furnished them with the initial Code), with another Code of their choice, through the special facility of changing Codes provided by the winbank system. The regular change of the Code is an important and necessary security measure, the application of which must be observed by the Customer or (in case that the Customer is a legal entity) by its Representatives.

2.6 The Bank may, at its reasonable discretion, cancel at any time the Codes given, notifying the Customer to that effect. In such a case, the cancellation results to the immediate termination of the present agreement by the Bank, without any obligation for reimbursement of any terminations' costs or other expenses whatsoever, and subsequently (it shall result) to the termination of the Customer's right to use the winbank system.

2.7 The Customer's account shall be credited or debited with the Transactions made on the value date (valeur) applicable to the specific Transaction in accordance to the Bank's policy.

## 3. CUSTOMER'S ORDERS AND EXECUTION OF SUCH ORDERS

3.1 The Customer and its Representatives declare that all information given to the Bank and especially those pertaining to personal data are accurate and true. Provided that the Customer's Code shall be verified by the winbank system, the Bank shall not be obliged to verify and/or to check the accuracy of the data furnished to the Bank by the Customer or its Representatives during the transmission of such orders.

3.2 The Customer authorizes the Bank to proceed to the execution of the orders transmitted within the framework of the present agreement, provided that the transmission of such orders has been verified by the usage of the Customer's Code. The Bank has the right to refuse the execution of a Customer's Transaction through the winbank system. The refusal must be justified.

3.3 The Bank reserves the right to request at any time the Customer to confirm in writing the orders transmitted. The confirmation shall bear the Customer's signature or, according to the case, the signature of the Representative. The Bank has the right to impose limitations regarding the amount, kind or number of transmitted orders.

3.4 If the Customer does not question in writing the accuracy of the data of the Transaction appearing, as the case may be, in his savings pass book or in the copy of the excerpt of the Bank ledger showing the activity of the account, within fifteen days from the date of registration of the Transaction to his account or from the date of the receipt of the copy of the excerpt of the Bank ledger showing the activity of his account, it shall be deemed that the Customer accepts the Transactions as absolutely valid and accurate.

3.5 In case that the Customer's account is credited or debited due to an error made by Bank's competent clerks (representatives), the Bank has the right to proceed with the necessary book-keeping entries for the reversal of the credited or debited amount.

## 4. LIABILITY AND OBLIGATIONS OF THE CUSTOMER

4.1 The Customer (if a legal entity) undertakes to notify the Branch with which it conducts business of any change to its legal status or representation (in particular any change to the authorities granted to the persons defined as the Customer's Representatives for the implementation of the present agreement) following the procedure agreed in this paragraph (which is stipulated by both parties to constitute acceptable evidence). These notifications shall be binding for the Bank only from the next working day from the date that the Bank shall receive the relative written notification signed by the person or persons having legal representation authority. The relevant legalization's documents shall be attached thereto. Such notification is proven only by notice of receipt and by placement of a stamp on the copy of the notification by the Branch where the Customer conducts its business, or by service of the legalization's documents by a Public Bailiff to the Bank's Division of Electronic Banking at Syggrou ave., 117 45 Athens. Any other way of proving the abovementioned changes shall be considered as non-acceptable. If the above procedure is not observed, any revocation of representatives or authorities shall not be binding for the Bank and the Bank shall not be responsible towards the Customer for any Transaction with persons whose authority for representing the Customer has been revoked.

4.2 The Customer does not have the right to revoke or to amend an order already transmitted to the Bank through the use of the Customer's Code and already executed, unless it is so provided by the banking practice and the Bank consents to such action, imposing on the Customer the financial charge that such an amendment or revocation entails.

4.3 The Customer's access to the services supplied by the winbank system presupposes that the Customer possesses the appropriate technical equipment, for the appropriateness of which the Bank is not responsible. The Customer confirms that he has perfect command of the use of appliances, means or programs necessary for achieving communication with the winbank system, in order to carry out Transactions.

4.4 The Customer's ability to have access to the winbank system of the Bank neither creates nor proves any right of the Customer over the software and on the intellectual or industrial property rights of the Bank. It is expressly prohibited to the Customer, its Representatives or other agents to copy, imitate or make any other unauthorized use of the software of the Bank, as well as to make use of the winbank system for any illegitimate purpose. The Customer is obliged to refrain from any interference or attempt to interfere through the winbank system and the web site of the Bank to any Codes or data belonging to the Bank or to other Customers of the Bank or to third parties.

4.5 The Customer is obliged to exercise utmost due diligence, taking all necessary security measures in order to prevent unauthorized use of the system and his codes and/or other identification data by third authorized or unauthorized parties. The Customer is obliged to change regularly his personal Code by making use of the facility that the Bank has made available to the users through the winbank system and also (is obliged) to memorize the digits of his personal Code and to refrain from noting such Code on objects carried by him or objects being available to third parties and to refrain from making available his coded data to third parties or allow third parties to use his Codes.

4.6 The Customer is liable towards the Bank for any illegal use of the winbank system or any non-contractual act or omission regarding the use of such system made by the same or its Representatives or other persons acting as a mandate. Furthermore, the Customer shall refrain from conducting through the winbank system any payment act or any transaction on behalf of third persons, for which payment act or transaction it shall receive commission fees or any other compensation, as well as (shall refrain) from conducting any such transaction professionally.

4.7 The Customer is obliged for his own safety to keep his Code and/or other identification data secret, to refrain from notifying it to third parties and generally to safeguard that the Code shall not be disclosed. The Customer, being the possessor of the Code (and any other identification data), is exclusively responsible and bears the risk for any damage occurring to himself or to the Bank due to a third party's unauthorized access to his Code (and any other identification data). The Customer, if a legal entity, bears the liability of ensuring that its Representatives, directors or administrators as well as its employees and its mandates, shall comply to the above obligation to observe the secrecy of the Codes (and any other identification data).

4.8 The Customer, (if a legal entity), declares expressly that: it has been incorporated and performs its operation legally, it possesses full power to conclude and execute this Agreement, it has obtained all necessary corporate approvals required for concluding the present Agreement and for undertaking the obligations mentioned herein and that the set of documents furnished by the Customer to the Bank accurately indicate the status of its corporate legalization and that until the date of execution of this Agreement there has been no changes or modifications affecting its legal status or the persons authorized to represent and bind the Customer. Furthermore, even in the abovementioned case where this Agreement is signed by a person or persons lacking in part or in total the authority to represent the Customer, any act of the Customer that constitutes co-operation in the execution or the functioning of the present Agreement (as, indicatively, the exercise of ownership rights or the exercise of the shareholders' rights on purchased securities or the use or withdrawal of amounts from an account belonging to the Customer or the receipt or usage of bank cheque books, etc.), shall be construed as a tacit declaration of the Customer's approval of the representation powers of the persons who signed the Agreement on Customers' behalf and of the persons that acted on its account for the realization of the relevant Transaction through electronic means.

## 5. LIABILITY OF THE BANK

5.1 The Bank has adopted all necessary measures in order to ensure the security of the supply of the Services and the maintenance of the confidentiality of information pertaining to the Customer. However, the Bank bears no responsibility if, despite the exercise of due diligence on its part, the confidentiality of information relating to the Customer is breached. Moreover, the Bank shall not be liable for any damage sustained by the Customer, in case of interference or attempted interference to the winbank system or to the website of the Bank or to the Internet network, as well as in the event where the winbank system fails to function due to reasons not due to gross negligence or malice of the Bank. Finally, the Bank bears no responsibility for the



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accuracy of information relating to Transactions of the Customer received from sources of the choice of the Bank, such as the Bulletin of Prices of the Athens Stock Exchange, Stock Exchange companies or suppliers of information that have the right to supply such information to the public.

5.2 The Customer declares that he is aware of the fact that, in the present state of technological evolution, it is possible that the transmission of information through the Internet, private or public telecommunications networks or any other electronic means, may entail the risk of malicious interception or alteration of the Codes or the orders of the Customer by unauthorized third parties and that the Customer entirely undertakes such risks. The Customer assumes also the risk and the responsibility for errors due to the function of Internet network and the telecommunications networks which result to the destruction or alteration of the content of the electronic orders, the electronic update or other information that the Customer receives through the services of the winbank system.

5.3 The Bank is not liable towards the Customer, or any third party connected in any way with the Customer, for any damage or direct loss or consequential loss or delay or consequence, due (directly or indirectly) to a fact that constitutes force majeure and renders impossible or exceptionally onerous the total or partial performance of the contractual obligations of the Bank. It is agreed that "force majeure" includes all facts or events being outside the sphere of control or influence of the parties which could not have been foreseen even with the exercise of exceptional diligence on their part, as well as all the facts or events for which neither party is responsible. The Bank has the right to rely on explicit or implied statements of the Customer and his Representatives and bears no responsibility towards the Customer or any third party for data errors of the (Greek) Dematerialized Securities System ("ΣΑΤ"), as well as of, the Central Securities Depository ("KAA") and the Athens Derivative Exchange Clearing House ("ΕΤΕΣΕΠ"), or to data of transactions' related orders transmitted by electronic means. The Bank bears no responsibility to conduct any relevant control thereto. Furthermore, the Bank is not liable for parties' lack of contracting power and for the case of Customer's fraud by persons not mandated by the Bank, or for the validity or possible forgery of securities sold or purchased on behalf of the Customer.

5.4 The Bank is liable towards the Customer only for malice or gross negligence, in case there is a legal cause of liability. However, the Bank is not liable for any material or immaterial damage incurred to the Customer in the event that his personal Code (including the telephone code PIN) has, for any reason, been disclosed or in the event that a third party illegally acquires, in any way, access to such Code. The liability of the Bank does not extend in any case to the reimbursement of lost gains. It is also expressly clarified that if the Customer is a legal entity, the present agreement does not create any contractual obligations of the Bank towards the Customer's Representatives, directors, administrators or other mandates, since the contractual relation exists only between the Customer as a legal entity and the Bank. Adversely, any obligation undertaken by the Representatives of the Customer towards the Bank by signing the present agreement or/and any related supplementary Act or Addendum thereto, binds directly these Representatives towards the Bank.

## 6. TERM AND TERMINATION OF THE AGREEMENT

6.1. The term of the present agreement is indefinite. The agreement remains valid until its termination by any of the contracting parties hereon, following the observance of a ten (10)-day notice, after the lapse of which the agreement is automatically terminated. The observance of such ten (10)-day notice won't be required in case of Bank's termination of the Agreement due a serious reason, such as the breach by the Customer of any of its terms, as well as the existence of any fact that renders the continuation of the Agreement harmful or risky or justifiably intolerable to the Bank.

6.2. The present Agreement shall be furthermore automatically terminated in case of termination for any reason whatsoever of Bank's General Terms and Conditions, as currently in force.

## 7. CHARGES

The Customer shall pay to the Bank for the services supplied through the winbank system under the present agreement, a fee or commission plus any lawful charges, on the basis of the currently applicable Services Price List of the Bank. The Customer states that he is aware of the current Services Price List of the Bank.

## 8. SPECIFIC TERMS ON TRANSFER OF FUNDS

8.1 The Customer and each one of his Representatives state that they are aware of the provisions of paragraph 6 of article 22 of Law 1599/86 and the penalties entailed by the breach of its provisions and that he is requesting the execution of remittance for the reason specifically mentioned in the justification's quotation of the said remittance, undertaking full responsibility for the authenticity and legality of the transaction and the related transactions.

8.2 The Bank or its correspondents assume no liability for any possible errors or delays related to the transfer of the remittance or the funds, or for any omission in locating the beneficiary, or for the acts or omissions of third financial institutions.

8.3 The Customer agrees that the applicable currency exchange rate shall be the one valid in the currency market at the date and time when the remittance or other message regarding funds transfer has been sent. The Customer agrees that any expenses of the Bank or its correspondent shall be, at the discretion of the Bank, borne by him or the beneficiary of the remittance of the transferred funds.

8.4 The Customer furthermore recognizes that in case the remittance is returned without having been collected by the beneficiary bank or any other beneficiary person, the amount of the remittance shall be returned to him, after having been previously converted at the current exchange rate applied for purchasing currency, which is valid at the date of the refund, and after any related expenses incurred to the Bank due to the return of the amount having been previously withheld by the Bank.

## 9. TRANSFER OF FUNDS USING A CREDIT / DEBIT CARD

9.1 The Customer is obliged to abide by the terms of the present agreement, as well as by those that, from time to time, will either be notified to him by the Bank by way of e-mail to the e-mail address that he shall be using currently for the transfer of funds, or will be included on the web page through which the transfer of funds shall be carried out.

9.2 The Customer undertakes the obligation not to use for illegal purposes the services provided by the Bank for transfer of funds by means of credit and/or debit card.

9.3 The Customer is solely responsible for the submission to the Bank of information regarding the recipient of funds (e-mail address, credit card number, bank account number or other information, depending on the case), whereas the Bank is not liable for any damage the Customer may suffer in case of mis-submission of the recipient's information.

9.4 In case the Customer registers the e-mail address of the recipient of funds, the Customer's card shall be charged at the time of recipient's confirmation that he has received and accepts the funds. Moreover, in the case that the Customer registers the recipient's card number, the Customer's card shall be charged automatically with the sum transferred.

9.5 The Customer has the right to recall the transfer of funds only in the case that he has registered the e-mail address of the recipient and provided that the recipient has not previously accepted and confirmed the transfer of funds. Customer's order for the recall of the transfer of funds shall be submitted electronically.

9.6 The Customer is obliged to notify the Bank immediately, in case that, for any reason, even accidentally, he gains access to files to which he is not entitled to have access.

9.7 In any case, the Customer does not have the right to present the Bank with any claim, objection or demand that he may have against the recipient or any third party with regard to a transfer of funds, nor to solicit from the Bank funds which have already been cashed by the recipient, even if the reasons for the transfer of such funds do no longer exist.

9.8 The Customer undertakes the obligation to reimburse the Bank the expenses for the transfer of funds performed by use of a credit card, and provides the Bank, as of now, with the irrevocable order (as this also concerns the interest of the Bank) to charge his card with any sum related to Bank's additional expenses at the time of submission of his order.

9.9 The Bank reserves the right to impose quantitative limits to the transfer of funds via credit and/or debit card and to amend these exercising its discretion right or because it has to comply with Law, without having the obligation, every time, to notify the Customer with the new limits.

9.10 The Bank reserves the right to write off Customer's data by its databases at any time, or ask VISA Europe or any other competent establishment involved to the process of Customer's orders, to write off the Customer's data from its database, provided that these have been inactive for a period longer than twelve months.

9.11 The Bank retains the right to prevent the execution of the Customer's transaction if such transaction is considered suspect of money laundering or other prohibited actions by the transaction control system used by the Bank.

9.12 The Bank reserves the right to temporarily interrupt, at any time and without notifying the Customer, the access to transfer of funds' service by means of a credit and/or debit card, either for reasons of maintenance of the computerized support system of the service, or because this is imposed by Visa Europe or by MasterCard or by another competent establishment involved to Customer's orders process, or for any other reason.

## 10. SPECIAL TERMS ON STOCK EXCHANGE TRANSACTIONS

10.1 The Bank is not obliged to transmit the orders of the Customer and has no responsibility for not executing such orders in the following cases: (a) In case that the Customer is in default as per the performance of its obligation towards the Bank or towards stock brokers or other suppliers of investment services. (b) In case that the Bank has not previously been furnished with a power-of-attorney, in such cases where such power-of-attorney is necessary for the performance of Customer's order or any other required action, or if the Bank requires so, or if the conditions of the market do not allow the performance of transactions or if the execution of the order contravenes either the Law or regulations of the stock market or monetary authorities. (c) In case of damage or malfunction of data processing and telecommunication systems used for transmitting the orders of the Customer.

10.2. It is expressly agreed that the Customer exclusively bears the responsibility for the legal status and the actual condition of the sold/purchased securities and the existence of apparent or hidden defects, even if those are not due to his default. The Bank assumes no responsibility for the investment choices of the Customer, the risk of which is borne exclusively by the Customer. The present agreement may not be construed as an agreement for the provision of investment advice or portfolio management services to the Customer.

10.3. The Bank bears no liability for the non-execution or the defective execution of the orders of the Customer by stockbrokers or brokerage firms, or for any delay in the transmission of the Customer's orders to them, provided that the order has been transmitted within the same working day, nor any liability for translation or interpretation errors of terms or for damages due to faulty transmissions, errors or misunderstanding which may arise during the transmission of the orders through the electronic means.

## 11. GRANT OF SPECIAL MANDATE AND AUTHORIZATION

With the present Agreement, the Customer appoints as his special attorney and representative the company registered under the name "PIRAEUS DIRECT SOLUTIONS S.A.", legally represented, having its registered office in Athens (8, Gamveta str.), which operates the Bank's Call Centre and Bank's services from a distance, for any banking transaction or information through fixed-line or mobile communication networks. The above company shall be his special attorney and representative with the power and the specific and limited mandate to carry out through its mandated employees, in the name and on behalf of the Customer, all, without exemption, banking Transactions requested by the Customer, as well as to receive from the Bank the information requested by the Customer relating to the bank deposits and products held by the Customer with the Bank, in order that such information are subsequently forwarded to the Customer within the framework of the execution of his orders. Consequently, the authorized company has the right to be informed, on behalf of the Customer and for the purpose of fulfilling its orders, about the balance of his banking accounts and to carry out all Transactions requested by the Customer, such as transfers between banking accounts of the Customer, orders for the sale or purchase of securities, issuance of cheque books, revocation of bank cheques and in general any other order that the company receives from the Customer. The present authorization includes the execution of every act necessary for the unimpeded and valid realization of the above mentioned orders. The above authorization is valid until its revocation by the Customer.

## 12. MISCELLANEOUS TERMS

12.1. The Customer cannot be substituted in this agreement by any third party and cannot assign any right deriving from this agreement to another party without the prior written consent of the Bank.

12.2. Bank's failure or delay to exercise its legal or contractual rights may never be interpreted as a waiver thereof.

12.3. It is expressly agreed that should any term of the Agreement be declared as null and void, any such nullification does not affect the validity of the remaining terms.

12.4. The banking transactions supplied through the winbank system may be unilaterally modified by the Bank at any time. Any such modification shall be notified to the Customer in writing or through the winbank system or through the press, or by any other mean considered appropriate in such cases.

12.5. The present Agreement and annexes attached hereto prevail over any other related previous agreement that may have been concluded between the Parties and it is furthermore subject to the Bank's General Terms and Conditions, as currently in force.



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12.6. The customer declares that prior to signing this agreement, has been informed in detail about the online payment services which are provided as part of it, according to the provisions of Bank of Greece Executive Committee Act 59/18.1.2016, as this apply.

12.7. The present Agreement, if concerning to transactions made by Customer relating to execution of payments in the context of provision of payment services within the [European Economic Area/European Union], in Euro or in a currency of another [European Economic Area/European Union] member state, shall be supplementary governed by the Bank's Payment Services Agreement, in accordance with L. 3862/2010 as in power from time to time. The Customer declares hereby to have acknowledged all the related information and to have accepted all terms and conditions containing in the Bank's Payment Services Agreement, prior to executing the present Agreement, The Customer confirm hereby receipt of a copy of the Bank's Payment Services Agreement.

12.8. The Bank participates in the institution of Ombudsman for Banking and Investment Services. If the dispute between the Customer and the Bank is not possible to be settled between them, Customer may address to the aforementioned institution, being an institution of alternative dispute resolution (ADR), registered in the special registry kept at the General Division of Consumer Protection and Market Supervision (1 Massalias Street, 10680, Athens, [www.hobis.gr](http://www.hobis.gr) , tel. : 210 3376700, Fax: 21003238821, email: [info@hobis.gr](mailto:info@hobis.gr) ), for an out-of-court settlement. Taking into account that the dispute concerns contractual obligations under electronic contract of service provision, the holder may submit the request for an out-of-court dispute settlement via the platform of Electronic Dispute Resolution (EDR) on website <https://webgate.ec.europa.eu/odr>