Section I Preamble – purpose – fundamental principles

1. Scope of Application. The General Terms of Transaction (the "Terms") and Transaction conditions together with the Terms for the provision of investment and ancillary services as well as the order execution policy and the pricing policy of the Company, all constitute a single whole and govern the transactional relations between the Client and the Company. The Client is advised to study the Terms and keep them safe. Investment and ancillary services include: a) Execution of orders for transactions in financial instruments; b) Reception and transmission of orders; c) safekeeping and administration of financial instruments and funds; d) provision of short-term credit for a transaction in one or more financial instruments; and e) providing investment advice. The provision of a) short-term credits as well as b) investment advice presupposes a prior written and special agreement between the Company and the Client. Without this, and without prejudice to the following under section 2: a) the Company is not obliged to inform the Client about the prospect of the financial instruments in which the Client invests, nor to inform him/her about losses, which he/she may suffer from changes on the prices of the Financial Instruments in which the Client conducts transactions through the Company or for the conditions, the contribution of which has a positive or negative effect on the prices of these Financial Instruments, b) the Client must make his/her own evaluation of any transaction he/she is considering having full responsibility for his/her investment choices, c) The Client should not rely on any information, proposal or other communication from the Company, as if this was an investment advice, since any update or information provided to the Client on the occasion of transmission or execution of an order is not personalized to the needs of the Client, is not presented as suitable for him/her, nor can in itself be the basis for investment decisions. Therefore, the provisions of Article 332 of the Civil Code do not apply, while excluding any liability of the Company from these provisions or from other provisions of law.

2. Information before the preparation of transactions

- **2.1** In packaged investment products for private investors (PIPPI). Prior to the provision of investment services on the above Financial Instruments, the Company exhausts its information to the Client in the delivery of the Key Information Document (KID) as provided in the relevant legislation and as it is prepared and published by the issuer of the financial instrument on issuer's website. The same applies on the required commissions. In this context, the Client must carefully read the relevant document as well as any other accompanying documents of the relevant financial instruments and submit to the Company any questions before the preparation of the transaction. The Company does not bear any responsibility regarding the content of this KID.
- **2.2 Other Financial Instruments.** General information on the Financial Instruments and the services provided by the Company are described in the Pre-Contractual Information Package. The Client must carefully read the relevant document as well as any other accompanying documents of the relevant financial instruments and submit to the Company any questions before the transaction.
- **2.3 Information Language**. In case of Financial Instruments of foreign issuers or Executing Companies, this information may also be in English. The Client explicitly states that he/she is fluent in English and is able to understand the risks, characteristics and terms of these products, otherwise he/she must seek clarification from a third party of his/her choice, and also consents to the provision of some of precontractual information in English other than Greek, if this information is not available in the latter.

3. Company - Client Relations / Client Legalisation

3.1. Mutual trust and basic Client obligations. The transactional relations between the Client and the Company are based on mutual trust. The Company makes available to the Client its structure for the execution of Client's various orders and the Client undertakes the obligation at the beginning of the contractual relationship and throughout it: a) to cooperate, approve and confirm acts, statements and requests of the Company, b) to submit the legal documents requested by the Company at its discretion, as well as to reveal the real beneficiary on whose behalf it acts if there is such a case. It is explicitly pointed out that the Company is not responsible for the validity, legal completeness or authenticity of these documents, c) to make the notifications or announcements provided in laws and regulations, such as those of Law 3556/2007 and Law 3340/2005. The Company is not responsible in case of noncompliance by the Client with these obligations, d) to immediately inform the Company of any substantial change in the data notified to it in the context of the suitability check performed. The Company is released from any liability in case of non-compliance by the Client with this obligation. This obligation of information applies even if the granting of the power of representation or the power to

transmit the Client's orders is publicised or registered in public registers and the revocation or change is also subject to publication or registration. Failure of the Client to comply with the obligations of this paragraph enables the Company to suspend the provision of its services or even to terminate the agreement, as well as the right to compensation for any damage that it may have suffered from the above acts or omissions of the Client.

- **3.2. Proof of identity.** To prove the identity of the Client and his/her representatives, the Company, in the context of conducting an audit of its legalization, as well as in the context of its anti-money laundering (AML) procedures, may rely on any document that by law is considered as proof of the identity of a natural or legal person and its representation.
- **3.3 Change of Data.** The Client may not invoke vis-a-vis the Company any change in the data concerning his/her investment experience and knowledge, his/her investment goals, or his/her financial situation, if he/she has not previously notified the change in writing and specifically to the Company. Therefore, any act of the Company to the legal representative of the Client or other authorized person notified by the latter, is considered valid, so long as the Company has not been notified in writing of any revocation or change of its representative authority or the right to act as a representative of the Client.

- General conditions of execution. The Company executes or transmits for execution the orders of the Client
 in accordance with the terms hereof, any special terms of his/her order, as well as the policy of execution of
 orders. In case of non-transmission of special orders by the Client, the Company applies the order execution
 policy.
- 2. Compatibility check. The Company checks the compatibility of the financial instruments or services it provides in relation to the Client's investment profile based on the information provided by the Client. The Client accepts and acknowledges that if it does not provide the requested and correct information to the Company, then the Company may proceed with the transaction or the provision of the service, without any responsibility as to its compatibility with the Client profile.

In the case of a group of clients or a legal entity, the compatibility check shall be performed on the person of the legal entity's or group's authorized representative to carry out the transactions, pursuant hereto.

Regarding the services of receiving, transmitting, or executing orders in non-complex financial instruments, as they are defined in each case by the current legal and regulatory framework, except in the case that they are accompanied by credit, the Company is not obliged to assess the suitability of the financial instrument or service provided and therefore the Client is not covered by the protection arising from the relevant rules of professional conduct (suitability check).

- 3. Method of execution. During the execution of the Client's orders, the Company may execute the order in any permitted manner. Orders can also be executed outside of regulated markets or multilateral trading facilities. In case the order refers to regulated markets or MTF or CBLn which the Company does not participate and the latter, subject to contrary instructions of the Client or choice of other of the above execution methods, transmits the order to be executed to an Executing Company of its choice, explicitly points out to the Client that the latter carries out execution in accordance with the policy established by the Executing Company itself. The Company pays all due diligence regarding the selection of the Executing Company in accordance with the provisions of the counterparty selection policy contained in the Company's execution policy but is not responsible for its acts or omissions as the latter is a legally and financially autonomous company. It is presumed that the operation of an Executing Company based on an operating license by a competent Authority of a Member State of the European Union to grant an operating license to an investment firm or credit institution or Collective Investment Organization, or in the case of third countries, based on equal regulatory systems, excludes the liability of the Company. An indicative list of companies with which the Company cooperates is given in the order execution policy.
- 4. Grouping and communication. The Company reserves the right to group orders carried out on behalf of the Client with the orders of other clients of the Company, in accordance with the provisions of the order execution policy. The Company is also entitled, at its discretion, to carry out partial execution of the Client's orders, unless the Client has given different instructions. The Client hereby provides his/her explicit general order to the Company not to immediately announce his/her order publicly with a limit concerning securities listed on a regulated market, which is not executed immediately under the prevailing market conditions.
- Transmission. Client orders to the Company hereunder are given by him/her or by a person authorized to transfer orders on his/her behalf. The Client's orders are given either by fixed means, a document, (a facsimile being considred to be a document) or by e-mail or other computer-based systems, or orally, e.g., by telephone, unless otherwise specified by the specific terms of the Financial Instrument to which the Client's order relates. The Contracting Parties agree that the probative value of electronic means of transmission of orders is the same as that of documents. The receipt of the order to the Company or the Executing Company and its storage in the system, as well as its printing by this system constitute a complete proof of the order, its transmission from the Client to the Company and its content. The Company is bound only by the Client's orders given on working days and hours in Greece, even for execution sites that operate on non-working days and hours in Greece. Orders received on non-working days and hours in Greece, may be executed by the Company at its discretion, with or without confirmation from the Clients. Orders concerning financial instruments, the execution of which requires the execution of a transaction at a place of execution abroad that operate on nonworking days and hours in Greece, are executed on a working day and time for both the place of execution and Greece. The Company is committed to orders sent by fax, only if they are forwarded to the number specifically assigned by the Company; for orders given by email, only if they are sent to the specific address specified by the Company, and for orders that are given by phone, only if they are given to the certified executives of the Company authorized for the communication with the Client.
- Transmission through IIC or another investment firm or affiliated representative. If the Client has signed a relevant contract for the receipt and transmission of orders with an Investment

Intermediary Company (IIC) or another investment firm, it may transmit orders to the Company through the above companies if it has notified the Company and the Company accepts this order through relevant authorization. Orders transmitted on behalf of the Client through the IIC or other investment firms or the Affiliated Representative are presumed to come from the Client unless the latter notifies the Company in advance to the contrary. The Client declares that he/she has been informed of the following: Both IICs and Affiliates are not entitled to hold money and client titles or to provide portfolio management investment service.

It is explicitly pointed out to the Client that: a) when the Company receives, through the intermediation of another IIC or other invesmtnet firm instructions - orders for the provision of investment or ancillary services on behalf of the Client, it is based on client information provided by the intermediary company, which, is responsible for completeness and accuracy of the transmitted information, excluding any liability of the Company, b) the Company relies on any recommendations given to the Client by the intermediary company, IIC or investment firm regarding the service or the transaction, and the intermediary company remains solely responsible for the suitability of the provided recommendations or advice for the specific Client, excluding any liability of the Company. Finally, neither the IIC nor any other investment firm becomes an affiliated representative of the Company or is in any way assistant to the Company acting exclusively as an independent company. The Company remains responsible only for the provision of the service or the completion of the transaction based on the above information or recommendations.

Transmission through electronic systems.

7.1. General Terms.

- 7.1.1. The Client may, in the context of the provision of these services, receive from the Company appropriate Software to send his/her orders to the Company (hereinafter "electronic orders"). Also, the Client may be informed through the software for the execution of his/her orders, for each transaction as well as for the balance in money and securities of his/her stock account that is kept in the Company (hereinafter "the electronic information").
- 7.1.2. After the signing hereof, the process of Client's access to the system is activated. The transmission of orders through electronic systems presupposes the Client's combined use of the username and the password, which are sent to him by post (registered mail). The Company may from time to time require the change of the password and / or Access and proceed to reset the password, for reasons of protection of the Client's transactions, the Company not being responsible for any damage suffered by the Client in case of inability to carry out transactions until the completion of the relevant procedure. The Client accepts that the combination of username)and password)represents him/her and completely replaces his/her signature, in any electronic transactions he/she makes, is a presumption of use of the service, confirms that the electronic order comes from the Client himself/herself, as well as that the information was provided to the Client himself/herself. The Client must keep secret the username andpasswordthat has been given to him/her. In case of theft, loss, illegal or irregular use, he/she must immediately inform the Company, otherwise he/she is fully liable from any transaction and is liable to the Company for any damage that may occur.
- 7.1.3. The Client must transmit for execution electronically only orders of the himself/herself either in person or through the representatives legally notified to the Company or its specially authorized representatives. The use of the provided software for business purposes or for the exercise of any even occasional activity that may constitute the provision of investment services, illegal or even legal, is expressly prohibited. In any case, the Client must fully compensate the Company for any damage it may to suffer, for any reason, from orders that he/she will transmit through the provided software.
- **7.2. Content and registration**. The transmission of electronic orders by the Client is allowed only during the operation of the market for which the order is intended, unless otherwise specified in the specific terms of the software. The electronic order is considered to have reached the company upon its appearance in the intermediate system of collection, control, and transmission of its orders. The registration of the order by the Company in the system, is done in accordance with the current legislation and the terms of the contract of receipt and transmission and execution of orders signed by the Company with the Client. The Company may impose restrictions on the amount or number of orders transferred.
- **7.3. Authority proof**. The parties expressly agree that transactions carried out on the Client's electronic orders are valid and waive the right to challenge the legal acts drawn up following the above orders for this reason. The Company secures the electronic commands with encryption procedures and keeps electronic files for their storage. The Contracting Parties agree that the probative value of

electronic orders is the same as that of documents. The receipt of the order in the Company and its storage in the system is a complete proof of the order. In case of incorrect transmission of an order, the Client expressly waives the right to request the cancellation of the order, or the legal act drawn up in accordance with it.

- **7.4. Objections.** The Client's objections concerning any element of his/her transactions or his/her stock account, of which he/she becomes aware using electronic information provided by the Company, must be submitted to the Company in writing or electronically immediately, at the latest within the day on which the last transaction occured. Failure to submit objections in a timely manner constitutes an approval. The Company may limit the information provided in the context of electronic information by notifying the Client of this change in writing or electronically and via the Internet.
- **7.5. Pricing information**. The Client may receive through the program provided to him/her information on the prices of financial instruments either in real time or with a time delay, depending on the services provided to the Client each time, and the specific terms of use of the service or the Software. This feature does not constitute a transfer or concession of use of the program that includes the relevant information from the Company to the Client. The Company draws the Client's attention to the possibility of change of these prices until the arrival of any electronic order in the Company, its entry into the system and the preparation of the relevant action. The Company is not responsible in case of non-execution of the order with a fixed price limit due to change of the share price or the execution of an order free of price limit at a price other than the price at the time of delivery of the order by the Client.

7.6. Improper handling - inability to access.

- 7.6.1. The Client accepts the possible consequences of incorrect handling (e.g., incorrect typing) of the application of the transmission of orders through the provided software, as well as of any problem thereof through internet connection. The Client states that he/she understands the English language, and adequately handles the electronic applications that allow him/her to access and browse the internet.
- 7.6.2. The Company is not responsible for problems or damage to the Client that may arise from external factors, such as, for example, failure of electronic systems, communication lines, telephone lines or electronic links (e.g., inability to connect to the Internet connection provider). The Company is also not responsible for the security of the Client's systems, as well as the illegal access and use of the Client's software or personal data (Hacking) by third parties. Additionally, Company is not liable for any damage suffered by Client in case his Identification number or password are leaked for any reason or if third parties gain access to the Client's accounts using the Client's personal identification number and password and other details. Moreover Company is not liable for any damage suffered by Client in case of interference or attempt to interfere in the Company's network on the internet, or in case of non-operation of the system for reasons that are not reduced to gross negligence or deceit of the Company. The Company is not responsible for the accuracy of this information that does not relate to the Client's transactions and which it receives from official sources of its choice, such as the Athens Stock Exchange Price List or those entitled to the Stock Exchange to receive and make available the relevant information to providers of services. The Company's liability in no case includes the restoration of lost profits.
- 7.6.3. The Client is liable for any damage that the Company will suffer from the violation of the terms hereof. The Client is liable in particular in the event that the Company is obliged to pay any amount to any third party either as a fine or as compensation due to an electronic order of the Client. If the Client uses intermediary providers to access the Company's network, he/she will be solely responsible for acts, omissions or mishandling of the latter.
- 7.6.4. The Client's access to the Company's network does not constitute Client's rights on the Company's software. It is expressly forbidden to copy, counterfeit, or counterfeit the software provided to the Client. The Client is obliged to omit any interference or attempt to intervene in codes or data of the Company, third party providers or other Clients.
- 7.6.5. In case of inability to access the network due to any technical, or other, problem of any nature, due to the operation of the software provided to the Client, the Client may transmit orders to the Company by virtue of terms 5 and 6 hereof in order for such orders to be executed or to be further transmitted to other Executing Companies and to be informed in accordance with the terms stipulated in the relevant agreement for receiving transmitting and executing of orders and the invoice provided therein, the Company being exempted from any liability for non-provision of the Service.
- 8. Validity period and revocation. The instructions orders of the Client to the Company are not

considered to have entered into force before the Company actually receives the same. Unless otherwise agreed between the Company and the Client, or the Client gives the Company different specific instructions, the orders on listed financial instruments are valid only for the day during which they are given. The Company is entitled not to execute orders if they are given at times outside the operation of the place of execution related to the transaction. Orders on financial instruments listed on a regulated market given to the Company during a period in which the rules of the place of execution prohibit their revocation are agreed as irrevocable. Subject to more specific regulations, terms of issue (e.g., mutual fund prospectuses) or specific instructions of the Client, the Client's orders to the Company are valid until they are validly revoked by the Client, or the Company legally refuses to execute the order of the Client or is not accepted by the counterparty of the Client or the Company, if it concerns an unlisted financial instrument, or also over-the-counter execution. Withdrawal of order is effected by the same procedure by which orders are given to the Company, unless otherwise specified by the specific terms of the Financial Instrument to which the Client's order relates or the terms of execution of the Regulated Market, MTF, CBL or the counterparty of the compabt in general In any case, the Company is not bound by any revocation of the Client's order, if it has been forwarded further for execution, or any action, even preliminary, has been performed for its execution. .

- **9.** Accuracy and clarity. All the Client's orders to the Company must accurately describe their object (financial instrument, quantity) and be in accordance with the rules in force at the place of execution. Orders for modifications, confirmations or iterations must be explicitly identified as such orders. The Client's orders must specify the person (another Client of the Company) on whose behalf they are given, otherwise it is considered that they are given on behalf of the Client himself/herself. In case the orders (instructions) of the Client are not specific or clear regarding the terms or conditions of their execution, the Company has the discretion: **a**) not to execute these orders, **b**) to request instructions for their execution, **c**) execute them by removing the ambiguities at its discretion and in accordance with the best execution policy, without taking any responsibility for their interpretation. The Client is solely responsible for the consequences of any kind and hereby expressly waives his/her right to request the cancellation of the respective legal transaction or transactions and / or the stock exchange or stock exchange transactions.
- **10. Monitoring orders and transactions.** The Company, in compliance with its obligations arising from the applicable legal and regulatory framework, or its internal AML (anti-money laundering) policies or the monitoring of transactions that may constitute market abuse, may take the measures provided by law or the applicable regulatory framework, such as notification to the competent authorities of the Client's transactions with the Company. In exceptional cases, this may delay or prevent the processing of orders and generally relevant instructions of the Client, the settlement of its transactions or the fulfillment of the Company's obligations.
- 11. Refusal to execute. The Company may refuse to act on any of the instructions orders of the Client regarding the services related to investments in financial instruments which are covered by the investment services agreement, if the authenticity of these instructions is questioned at its absolute discretion, or if any action on the basis of these creates a reasonable suspicion that it would be a violation of any law, market practice or rule or regulation of any place of execution or relevant supervisory body, which may supervise the Company, including provisions for the validation of illegal activities and market abuse.
- 12. Recording of conversations recording of practical meetings. The Company, for reasons of transaction protection and to ensure the correctness of the transmitted orders of the Client and the provided investment services, logs, records and archives all the telephone conversations of the Client, which are related to the provision of investment or ancillary services by the Company to Client, even if in the end these services were not provided or the relevant transactions were not made, respectively, such as conversations, with which the Client gives verbal orders or instructions or asks for clarifications. The Client already provides his/her consent to the recording of his/her conversations with the Company. The tapes that record the Client's telephone orders, the documents sent to the Company as well as the faxes or other electronic data, especially orders transmitted via electronic systems, are agreed to be a complete evidence vis-à-vis the Client of his/her order to the Company and its contents and of any other special agreement between the Company and the Client, with no other means of evidence being allowed, especially witnesses. The Company, however, can prove the transmission of the order by the Client by any legal meato request from the Client, before each execution of an order, written or otherwise, at its discretion, appropriate confirmation by the persons authorized to transmit the Client's orders or by legal representatives of the Client. In addition, the Company records in the form of minutes of meetings of its executives with the Client in order to register orders, regardless of whether they lead to actual orders or not. For this purpose, the Client is entitled to cooperate with any

appropriate means by signing the relevant minutes, otherwise, the Company is entitled to refuse the execution of orders.

- **13. Derogation.** Without this provision imposing any obligation or responsibility on the Company, the Company is entitled to deviate from the Client's orders, when it is unable to notify him/her and it is obvious that the Client would allow the deviation, if he/she knew the circumstances that caused it.
- **14. Execution errors.** In case of incorrect transmission of an order, the Client expressly waives the right to request the cancellation of the order, or the legal act drawn up in accordance with it. In cases of incorrect indication of the Client's code or non-indication of this during the execution or transmission of the order, or incorrect indication, in whole or in part, of the Client's data in documents or Company data, incorrect typing of data during the transmission of transaction data to name of the Client, as well as incorrect entries of credits, or debits in the stock account or in the securities account of the Client due to an error in the inability of an employee of the Company or its affiliated representative, or a third performing company or a general its own initiative to cancel transactions, documents, records and records as soon as the error or inadvertence is detected. If the error or inadvertence is detected late, so that it is not possible to cancel the data and documents issued and kept by the Company or a third party, it is entitled to take on its own initiative the necessary actions to restore things to the previous state.
- **15. Client Information.** The Company informs the client about the execution of his/her order by sending a transaction confirmation until the next working day by fixed means and with the minimum content provided by the relevant EU legislation. This obligation does not exist in the event that the Client receives the relevant information or has agreed to receive it from a third party operating or transmitting.

Definitions.

- 1.1. <u>Services</u>: The services provided by the Company to the Client are defined in term 3 of this section.
- 1.2. <u>Derivative Financial Instruments ("DFI")</u>: The financial instruments defined in points 4 to 10 of Section C of Annex I of Law 4514/2018 (Directive 2014/65 EU) that are currently listed and traded in the Derivatives Market that operate under the management of the Athens Stock Exchange.
- 1.3. <u>Derivatives market</u>: The ATHEX Derivatives Market licensed by the Hellenic Capital Market Commission operates in accordance with the Athens Stock Exchange Regulations and is governed by national law, as well as the SIBEX Derivatives Market licensed by the supervisory authority «Comisia Naţională a Valorilor Mobiliare Romanian» (National Securities Commission (RNSC)), which operates in accordance with the provisions of the relevant Market Regulation of SIBEX and is governed by Romanian law, whose transactions are cleared by ATHEX in accordance with the existing provisions and the provisions of the present Regulation.
- 1.4. Market: The Derivatives Market and the Securities Lending Mechanism.
- 1.5. Main Contract: The main part hereof including Section II.
- 1.6. <u>Insurance Margin</u>: the value in cash and/or securities provided by the Client to the Company (from which or under whose responsibility the liquidation is carried out) to secure the respective obligations of the Client to the Company, airising from the liquidation and settlement of its transactions in DFI.
- 1.7. <u>ATHEXClear.</u>: The societe anonyme under the corporate name "Athens Stock Exchange Clearing Company" which operates as a central counterparty for the liquidation of transactions carried out in the Derivatives Market of the Athens Stock Exchange.
- 1.8. <u>Market Member</u>: Investment Firm or a credit institution participating in the Market for the preparation of transactions in accordance with the Market Regulation governing the Market.
- 2. Scope. The terms herein apply in the event that the Services provided by the Company to the Client refer to DFIs, in particular to: a) Futures, including equivalent securities that provide the right to clear cash, b) Interest rate futures (IRF), c) interest rate swaps or equity swaps, and d) Options for buying or selling financial instruments within the meaning of Section C of Annex I of Law 4514/2018 (Directive 2014/65/EC) including the equivalent securities that provide the right to clear cash and in particular the options for foreign exchange and interest rates. The terms hereof are binding, valid and enforceable, provided that the Client has selected the DFIs in the financial instrument table of the Main Agreement and for the period of the provision of these services by the Company to the Client. The terms herein are without prejudice to the legal and/or regulatory regulations that govern the operation of the Derivatives Market of the Athens Stock Exchange. The terms of the Main Agreement apply in parallel with the terms herein and jointly govern party relations. The terms herein shall prevail and preclude the application of the terms in the Main Agreement in the event of a conflict or contradiction between them and only to the extent required to remove the conflict or contradiction.

Subject – Services and financial instruments

- 3.1. The Company, as a Market Member, hereby undertakes the provision exclusively of the services of receiving, transmitting and executing orders of the Client for the materialisation and (subject to term 8.1) the settlement of the Client transactions on DFIDFIs (as defined in term 1.2 herein). In its capacity as a member of the Derivatives Market of the Athens Stock Exchange, the Company will represent the Client vis-a-vis HELEX regarding the preparation of contracts on DFIs on its behalf in accordance with the law. It is expressly agreed that the Company undertakes the provision to the Client of clearing services of its respective transactions, which is carried out in accordance with the terms mentioned below under 8, as well as the provision of custody and administrative management services of DFIDFIs, with additional application of those defined in Section IV IV (liquidation and settlement), in so far as they do not conflict with this and Section V (custody and administrative management) of the Main Agreement.
- 3.2. It is expressly agreed that, unless a contract has been concluded for the provision of investment advice between the Company and the Client, any recommendation or proposal for a transaction, stock market valuation or research in relation to DFIDFIs formulated by the Company, in no case takes into account the Client's personal data or assets and has not been overestimated in terms of its suitability

in relation to him personally. In any case, the Client assumes in advance and in accordance herewith the sole responsibility of the result of the transactions carried out on his/her behalf and his/her investment choices in general, accepting the responsibilities of the Company as defined in Section IX of the Agreement.

- 3.3. The Company, in the context of the provision of the Services, is not obliged to inform the Client regarding the prospect of the DFIDFIs, on which it makes or has made transactions, nor to inform him/her about losses which he/she may suffer from changes in the prices of each type of DFI in which the Client invests through the Company, or for the conditions, the contribution of which have a positive or negative effect on the prices of these DFIDFIs. Any information or provision of such information to the Client on the occasion of the provision of the Services, does not in any case constitute fulfillment of a contractual obligation and therefore the provisions of Articles 332 et seq. of the Civil Code do not apply, the Company not being liable either by those or by any other provisions of the law. It is expressly acknowledged that any such information or provision of information is not the responsibility of the Company.
- 3.4. The Client acknowledges and accepts in advance and by signing this agreement any stock exchange, banking or other transaction performed by the Company on its behalf, even if the transaction is not explicitly covered by the content of the authorizations hereof, below under 8.6..

4. Pre-contractual information – acceptance of risk from the preparation of transactions in DFIDFIS.

- 4.1. **Pre-contractual information**. The Company has already informed the Client through the pre-contractual information package and the KID about the characteristics of the derivative financial instruments as well as the risks involved in investing in them. The Client declares that complex high-risk financial instruments, such as derivative financial instruments, provide high leverage and carry the risk of losing the entire investment. In addition to the amount of the investment, the Client also realizes that he/she is making financial commitments that may lead to a real or potential financial obligation, which exceeds the amount of the transaction, and therefore suffer multiple losses from the amount of the investment.
- Acceptance of risk from the preparation of transactions in DFIs. The Client expressly states that he/she fully understands and accepts that in relation to the derivative financial instruments defined herein there will be cases where: a) he/she will have to accept significant loss to close his/her position, b) the prevailing market conditions will make impossible the immediate closing of its position or the reduction of the risk of loss to the level desired by the Client, c) undertakes financial commitments that may lead to a real or potential financial obligation, which exceeds the amount of the initial investment or the value of the portfolio and therefore suffer financial loss in addition to the value of his/her portfolio. The Client also realizes that the positions he/she receives are of a speculative nature and apart from the large profits it is very likely, in case the market moves against the Client positions, to lead to large losses in a short period of time, which is not always possible to be predicted or dealt with. The Client states, such statement being the main legal basis for the conclusion hereof, that he/she is aware of the operation of the features and risks associated with DFIs and is able to meet the financial obligations he/she undertakes. The Client should exclusively invest funds which, if lost, will not significantly affect his/her financial situation, nor are they available for long-term savings or in order to cover the life or retirement needs of the Client. In particular, the Client states that he/she knows and accepts the obligations that may arise from trading on DFIs, and that he/she fully understands the process of daily cash settlement on DFIs, the obligation to provide an Insurance Margin and the compulsory coverage. Also, the Client declares and confirms that the orders forwarded for the execution of transactions on DFIs are a product of his/her free will and fit perfectly with his/her investment needs and the level of investment risk that he/she can and wishes to undertake. In view of the above, the Client undertakes to maintain the insurance margin, and therefore assumes the risk of losing it in the cases explicitly provided in the current legal and regulatory framework and in its contract with HELEX, as a central counterparty in the ATHEX derivatives market.
- 4.3. The Company undertakes to provide the Services based on the above statements of the Client, as well as the information and data provided by the Client, by completing questionnaires or otherwise, which result in the level of experience and knowledge available to the Clientfor him/her to be able to understand the risks involved in the provision of Services on DFI. The Client bears full and exclusive responsibility for the truth, completeness and clarity of the information provided, as well as for informing the Company in the event that the information provided has changed in a way that may affect the Company's decision to provide the Services.

- 5. Loss reduction techniques. Without this provision constituting in any way a contractual obligation of the Company, the latter or other Executing Companies may at their sole discretion adopt techniques to limit the loss of the Client only to the value of the insurance margin, indicatively by implementing hedging or liquidation techniques or damage barrier orders, even if the Client has not given relevant orders. In no case does the Company or the Executing Companies assume any liability for the effects of their actions due to future opposite market movements.
- Insurance margin. The Client undertakes the obligation to maintain an insurance margin, the amount and calculation parameters of which will be determined by the Company unilaterally and in accordance with its procedures, based on the valuation and calculation terms of ATHEX or even stricter at the discretion of the Company. The Company will inform the Client of the forms of insurance accepted by it, as well as of the requirements of the provision of insurance by him/her. Therefore, the Client assumes the risk of losing the Insurance Margin or covering it with additional payments. This obligation to cover the Insurance Margin can also be daily, in cases of derivative products which are subject to daily settlement. In the event that the Client does not pay in the manner indicated by the Company any amounts required to cover any difference in insurance margin (margin deficit) within the deadline and time, the Company is entitled to debit the investment account held in by equal amounts, otherwise to liquidate other assets of the Client that are in its possession, to offset the Client's liabilities with any claims from other financial instruments or even to close the Client's positions and to demand redress of any damage which may be suffered due to the Client's arrears, the company not being liable for its actions or actions of third parties. The Company may, at its discretion, increase the amount of the initial insurance margin or the percentage of the minimum margin of the Client's positions, to require, depending on the circumstances, additional coverage for the opening, renewal or maintenance of the Client's positions, as well as and in general to unilaterally modify the margins or percentages, indicatively and not restrictively in cases of change in the legislation or the regulatory framework of the ATHEX regulations or the cooperating companies or even the risk weighting criteria of the Company.

7. Order execution.

- 7.1. The Company does not guarantee the execution of transactions on DFIs on behalf of the Client. In particular, among other things, the Company is entitled, and in no case is obliged, not to execute a Client order for the materialisation of a transaction in the following, indicatively mentioned, cases:
- i) If the Client has not fulfilled all its obligations to the Company.
- ii) If the status of the Client's accounts kept by the Company causes doubts, at the Company's discretion, regarding the possibility of fulfilling the Client's obligations and the latter does not deposit an additional amount of Insurance Margin or any other security that is requested.
- iii) If the legislation imposes on the Company the non-execution of an order or relieves the Company from the obligation to execute an order.
- iv) If the conditions that refer either to the market or to the negotiability of the DFI, or to the media, make the execution of an order practically impossible, despite the reasonable efforts of the Company.
- v) If, for any other reason, the listing of orders by the Company in the trading system of the Derivatives Market of the Athens Stock Exchange is prohibited.

The Client also explicitly acknowledges that he/she is fully aware of the provisions of the applicable law, under which a transaction in a DFI may, for reasons unrelated to the Company, be executed late, or may not be executed, or canceled by subsequently, or undergo modifications to its terms, during its preparation or ex post, and expressly and irrevocably declares that the Company will not have any relevant responsibility. In particular, inter alia, the applicable legislation includes provisions which provide:

- i) The temporary suspension of the trading sessions of the Derivatives Market of the Athens Stock Exchange, the suspension and adjournement of trading of the DFI and its deletion.
- ii) The subsequent cancellation of a transaction or modification of its terms by the Athens Stock Exchange, either to deal with errors in the transactions or for other reasons provided by law (such as, for example, if the Athens Stock Exchange deems that market stability is declining).

8. Liquidation – settlement of transactions.

8.1. The liquidation and settlement of the Client's transactions carried out hereunder (explicitly excluding the Client's transactions prepared in accordance with term 9 hereof) is carried out in person and on behalf of the Client by the Company.

- The liquidation services by the Company based on the provisions of the law in force at the time of signing hereof concern in particular and according to the special terminology contained in the Liquidation Regulation, the opening of the required Liquidation Accounts and Position Accounts for the Client, the structure of transactions, covering Corrections and / or liquidation transfers, where appropriate, the calculation, netting and valuation of positions from transactions, the valuation of collateral to be provided by the Client to the Company, taking into account the respective calculations of Insurance Margin requirements and collateral valuations to be carried out the ATHEX to the Company, the calculation of the rights and obligations in relation to the settlement of the transactions and / or the possible exercise of rights from the transactions, the adjustment of the Client's positions in case of corporate transactions that affect the positions from his/her transactions, as well as the return in relation to securities of the result of corporate events (dividend, interim dividend, etc.) in respect of securities provided by the Client in the form of securities, informing the Client of the general results of the liquidation based on the announcements of ATHEX, the transfers of the settlement, where applicable, the notifications of the securities settlement account for the Client in the Intangible Securities System (DSS) of the Central Securities Depository (CSD), as defined according to the existing provisions, based on the respective Position Accounts that the Company will maintain in the System of ATHEX for the Client, the possible consensual transfer of positions to other Liquidation Accounts, the management of weaknesses or breaches of obligations in the liquidation or settlement due to arrears, the charging and collection of rights and commissions in favor of ATHEX or in favor of any other body related to the Liquidation and transactions of the Client.
- 8.3. The Company maintains a clearing account for all its clients (hereinafter the "Client Liquidation Account"). The monitoring of all open positions of the Company's clients through a Client Liquidation Account implies that all open positions of clients are treated as a whole. The required collateral for the open positions in the Client Liquidation Account is calculated by ATHEX on the total net exposure of all the Company's clients after mutual netting of opposite positions (cross netting). The required collateral per end Client is determined by the Company at its absolute discretion, based on the applicable credit rating criteria (risk control assessment). The required collateral may include an initial insurance margin, the amount of which is determined and announced to the Client upon signing hereof. In addition to this amount, the Client is obliged to deposit in his/her investment account as an insurance margin an additional amount, which will be notified by the Company on a case by case basis (variable insurance margin). This amount is determined by the Company at its discretion both in amount and by type (cash and / or securities). Regarding the ratio of cash-transferable securities, which will potentially cover the margin of safety of the Client, the Company will in principle follow the quota required respectively by its general clearing members, ATHEX.
- 8.4. By way of derogation from paragraph 8.3 above, if the Client is a legal entity and has a Legal Entity Identifier ("LEI"), it has the right to request the opening of a Client Liquidation Account, which the Company will maintain on its behalf in the System for clearing its transactions separately from the transactions cleared in the Client Liquidation Account.
- 8.5. The Company in the context herof has vis-à-vis the Client all the rights provided in Section VII of the Main Agreement, herein forming an integral part of the Main Agreement.
- 8.6. In the context of providing the Client with settlement services, the Client provides hereby to the Company the irrevocable order and power of attorney, which will be valid in the case of Articles 223 and 726 of the Civil Code, because it is also in the interest of the Company, as the Company performs the following actions on behalf of the Client:
 - i) To take any necessary action to serve the necessary debt credits for the Client in relation to his/her transactions, whether they concern his/her settlement or the provision of collateral in favor of the Company or ATHEX where necessary, and in this context as it makes the necessary charges, credits and in general takes actions inthe Client's investment account in fulfillment of obligations related to the settlement of the Client's transactions, including in order to be credited or debited accordingly in the name of the Client investment account for the needs of the daily settlement and settlement of the Client's transactions hereunder.. In this context, the Client will be obliged to keep one or more investment accounts at the suggestion of the Company, for the entire duration hereof, to cover the above in case of settlement, collateral and general liquidation transactions, to which all necessary credits and debits will be made hereunder. In particular, the Company (i) will be entitled, without prior notice to the Client, to debit the above account(s) with any claim it may have vis-a-vis the Client, hereunder and (ii) will be entitled to withhold at any time at its discretion and to offset any debt of the Client even if not overdue from the liquidation procedure, as well as any present or future claim even if not overdue, of the Client vis-a-vis the Company, , in any currency.

- ii) To take any necessary action and sign any relevant document for the opening for the Client in the Dematerialised Securities System (DSS) of an Investor Account Operator Account, as the Company Operator to Client, or, if the Client already has a relevant Investor Account open the Operator Account for the Company in Client's Investor Account in order to have access to Client Account so that Cokpany may make deliveries and receipts of securities in the context of settlement and provision of collateral in relation to the Client's transactions, as well as to transfer the securities that may be provided as insurance margin by debiting the Client's account to DSS in the Client Insurance Account of the Company that is kept in the DSS. Subsequently, the Company will block the securities in favor of ATHEX to cover the client insurance margin. In addition, the Company will be entitled through access to the relevant Operator Account to settle any lending or borrowing transactions that will be concluded for the Client, as defined and based on the provisions of the ATHEX Securities Lending Mechanism.
- iii) Make any statement or action in general related to the above and sign any relevant document.
- 8.7. Following the ATHEX session, the Company notifies the Client's settlement obligations and requirements. The Company is obliged to inform the Client in any appropriate way. The price settlement takes place the next working day following the transaction. All kinds of daily settlement arrangements must be fulfilled one hour before the start of the next ATHEX session.
- 8.8. If this amount is not paid in accordance with the previous paragraph, the Company is entitled to debit equally the investment account held by the Client under the Main Agreement, otherwise it is authorized to pay this amount itself and to sell securities of corresponding value in the possession of the Company. If the amount due can not be paid in one of the above ways, the Client is in default, and the Company may terminate this agreement and / or close the open positions of the Client and demand rectification of any damage suffered due to the Client's default.
- 8.9. In the event that the DFI settlement involves the physical delivery of underlying securities including the registration of securities in an electronic system of intangible securities or the delivery of goods - this is completed within the time limit specified in the corresponding description of the product characteristics. The Company may, in these cases, liquidate at its discretion the positions of the client, if the Client does not make available before the start of the last trading day of the relevant DFI the underlying values or the necessary monetary amounts. If the Client is not the beneficiary of respective securities free of liens or does not place at the disposal of the Company corresponding values, the Company is, however, entitled to acquire securities on its behalf by charging the Client with any relevant amount, expense or fee. In this case, the provisions hereof are applied for the fulfillment of monetary obligations of the Client to the Company. Without prejudice to a written agreement to the contrary, which will necessarily include special conditions for the physical delivery of the goods, especially in the event that the settlement of Derivatives and / or Foreign Derivatives implies natural delivery of goods within the meaning of this, the Client's positions must be liquidated no later than the last trading day of the relevant DFI. In this case, the provisions herein are applied for the fulfillment of monetary obligations of the Client to the Company.

9. Special conditions for Derivatives other than ATHEX.

- **Time of transmission.** The Company points out that it has the right to refuse the transmission of Client orders at its discretion, if there is not enough time for the transmission of the order within the same day. Adequate time is considered to be the receipt of a Client order at least one hour before the final time (cut off time) as defined by the respective Executing Company or the relevant place of execution for each derivative financial instrument. The Client understands that in every financial instrument he/she invests there are strict end times and dates, within which he/she is entitled or obliged to exercise his/her rights deriving from the derivative financial instruments, or to close or renew his/her positions or to give, in general, orders on the products in which Client has invested. The Client has the sole responsibility for monitoring these deadlines, the Company not assuming any relevant notice responsibility. The Client understands the effects that the expiration of these deadlines has at each time as described in the terms of each instrument or in the relevant updates or notices that the Client may receive. The Company is obliged to transmit orders only on working days in Greece, which are also working days in the respective market or the Executing Company. The Client's orders are valid from their actual receipt by the Executing Company and not from their receipt by the Company. The obligation of the Company to transmit or execute the Client's orders begins only after the completion of all the required preliminary actions.
- 9.2. **Information and objections.** The Company informs the Client about the execution of his/her orders in accordance with the general provisions herein, if it receives relevant information from the Executing Company and unless the relevant information is undertaken directly by the Executing Company. The Company also informs the Client, upon request, indicatively of information concerning

the transactions carried out on its behalf, its open positions, the amounts required for the settlement, the required insurance margins, the balances of the insurance margin account. Client objections regarding the information provided to the Client according to the above must be submitted to the Company in writing immediately after its completion and no later than two hours before the start of the session of the next market day in which the derived instrument is traded or before the deadline for submission of objections as determined by the Executing Company.

- 9.3. **Client Authorisation.** The Client authorizes the Company to perform on his/her behalf all the necessary preliminary actions for the transactions on the instruments hereof, including the signing of any documents, acceptance of any terms or collateral on the portfolio including the obligations for maintaining the requisite margin or depositing the initial insurance margin, opening any account in his/her name or in the name of the Company on his/her behalf.
- 9.4. Acceptance of risk from the preparation of transactions in derivatives outside the ATHEX. The Client explicitly draws attention, indicatively and not restrictively to the following terms of transactions on derivative financial instruments:
- a) Unless specifically agreed, both the Executing Company and the Company provide the Client only with execution services and <u>NOT</u> with investment advisory or portfolio management services. Therefore, neither the Company nor the respective Executing Company has any obligation to provide advice or precautionary information to the Client in case of losses that may be suffered from the positions Client receives.
- b) The Client understands the guarantees he/she provides for the execution of the transactions mentioned herein.
- c) The Client understands that he/she undertakes the obligation to maintain an insurance margin, and therefore assumes the risk of losing it or covering it with additional payments in the cases expressly provided in the relevant termshere of or any other derivative contract, or in the terms of transactions of the Executing Company or in the applicable regulation of the place of execution in which the derivative is traded.
- **d)** The Client understands that the obligation to cover the Insurance Margin can be daily, in cases of derivatives which are subject to daily settlement.
- e) Also, in case the Client does not pay in the manner indicated by the Company or the Executing or Clearing Company any amounts required to cover any difference in insurance margin (margin deficit) within the deadline and time, as defined for each derivative from the margin call, or in the operating regulations of each market, the Company or the Executing or Liquidation Company is entitled to liquidate other assets of the Client that are in its possession, to set off the Client's liabilities with any receivables from other derivatives or even to close the Client's positions, not responsible for the Company for any own actions or actions of the Executing or Clearing Company.
- f) The Client understands and unequivocally acknowledges that in case the insurance margin deficit exceeds 30% of the initial margin, the Company is entitled to immediately close all Client positions and to sell Client securities of equivalent value that the Company is directly or indirectly in possession of. It is explicitly pointed out to the Client that the Company reserves in any case the right, but not the obligation, since it cannot communicated directly to the Client, and in any case without his/her prior notice, to close his/her positions in cases of insurance margin deficit not responsible for the choice to exercise or not this right. Both the regulation of the relevant place of execution and the terms of provision of investment services of the Executing or Liquidation Company can provide the same right to third parties.
- g) The Client explicitly authorizes the Company to close its positions on derivative financial instruments, in due time, at its discretion, before their expiration, in cases where the financial instrument is settled by physical delivery of the underlying value. It is expressly agreed that the Company undertakes no obligation to mediate in the physical delivery of an underlying value of a derivative to the Client, and does not provide any relevant service for this purpose, unless otherwise expressly agreed, specifically and in writing with the Client.
- h) The Client's additional obligations are notified to him/her with the means of communication provided herein including the posting on the internet if provided. The Client is entitled to object within the deadlines provided in this section, and his/her refusal gives the Company the right to partially or totally terminate this agreement through the fault of the Client, or refuse to provide additional services on the current financial instruments, and / or directly liquidate all the Client's open positions. The same right may be retained by both Executing or Clearing Companies and the places of execution, as provided in the relevant terms of transactions, or in the rules of operation of the places of execution. The Client's

objections are presented according to the more specific provisions defined therein, without the Company being responsible in this regard.

1. Liquidation or settlement by the Company.

- 1.1. In case the liquidation or settlement is carried out by the Company or under its responsibility, the Client is obliged:
- a) in case of purchase: to prepay and maintain permanently deposited in the stock exchange account held by the Company hereunder the price of the financial instruments, of which the Client orders the purchase, as well as the commission of the Company and the general expenses of the transaction, and the funds and / or the quantity of securities that from time to time are indicated by the Company in accordance with the more specific terms hereof and is required to cover the position risk arising from each of its transactions, both in terms of execution and at the level of liquidation, and before it is carried out. In case of execution of the orders despite the non-prior observance of the above obligations of the Client, the latter is obliged to immediately fulfill all the obligations arising from the transactions drawn up on his/her behalf, becoming overdue from the start of the transactions of the respective place of execution , of the next day of the settlement of the relevant transactions automatically, without any need of prior notification to the Client. It is noted that the payment of the purchase price of financial instruments does not constitute a timely payment of the price when such payment is effected with the proceeds of the sale of those financial instruments purchased or with the proceeds of the sale of these financial instruments in general, if the settlement transaction is settled at a later date of the market transaction liquidation.
- b) in case of sale: to make available to the Company or, at the suggestion of the Company, to the Executing or Liquidating Company, the financial instruments related to the transaction, free of charge or commitment, before the execution of the order or before the date of liquidation of the transaction on a case by case basis according to the terms of liquidation and settlement of each Place of Execution or Executing or Liquidating Company. In the latter case, both the Company and the Executing or Liquidating Company may require the existence of a sufficient balance in the Client's account before the execution of the order and / or the existence of a sufficient securities, in order to be able to cover the position risk from the execution of its transaction, both at the level of execution and at the level of liquidation, according to the rules of calculation of the respective margin from the place of execution or the respective central counterparty. In case of execution of the orders despite the non-prior observance of the Client's above obligations, he/she is obliged to immediately fulfill all the obligations arising from the transactions drawn up on his/her behalf, becoming overdue from the start of the transactions of the respective place of execution, on the day of settlement of the relevant transactions automatically, without the need to disturb it.
- 1.2. **Position risk coverage**. The Company may at any time request from the Client, as a margin of safety, before the execution and / or settlement of the transaction requested by the Client, and as a condition for the execution of its contractual obligations the existence of sufficient balance in the account of money or securities of the Client, equal to at least the respective requirements in funds or securities of the place of execution or of the central contractor involved in the execution / liquidation of the Client's order. For this purpose also, the Client provides the Company with this authorization, so that Company may use on behalf of the Client and exclusively for Client's interest, the Client's money and the securities held by the Company in his/her account under the above agreement, to cover the risk insurance margin of the Client's position arising from each specific transaction. It is clarified that the above authorization does not give any right to the Company to use the securities and the funds of the Client for its own account. The Client also authorizes the Company to make, at its discretion, an immediate irrevocable notification of the settlement of the Client's orders at any time and before the end of the settlement period of each place of execution.
- 1.3. Client Responsibility. In case of execution of the order despite the fact that the Client has not prepaid the price of the financial instruments, for which he/she has given a purchase order or has not made available to the Company or the Executing Company or the Liquidating Company the financial instruments for which a sale order was given, the Company, without any prior notification to the Client and without any time constraints, reserves the right to proceed, in cases of purchase with the sale of the securities purchased, and in cases of sale on the purchase of the financial instruments that the Client did not have in his/her possession, at a market price for the settlement of the transaction. Both the Executing and the Liquidating Company may retain the same right under their respective terms of trading. The Client is responsible for the resulting difference, as well as for any other loss of the Company or the Executing or Liquidating Company, positive or negative, including specifically any costs incurred by the Company or the Executing or Liquidating Company in relation to the risk position created by the Client order. Any costs in this conetxt, legal or not, are borne exclusively by the Client.

- 2. Liquidation or settlement by a third party operating or clearing. If the Client's orders are executed or even cleared by a third Executing or Liquidating Company, to which the Company transmits the Client's orders, and the Company does not enter into matters of fulfillment of financial obligations and clearing / settlement of the relevant transactions between the Executing and/or Clearing. Company and the regulated markets or third party liquidators or custodians, the Company is liable to the Client only for the proper transmission of its orders to the Executing Company, in accordance with the terms set forth herein. In these cases, the Company is entitled to maintain the Client's Money Investment Account and the Investment Account of its Financial Instruments, as set forth below herein, to monitor the transactions underway and the financial transactions of the Client and the Executing Company. If the Company assumes towards the Executing or Liquidating Company any obligation in relation to the fulfillment of the Client's obligations, the Company automatically enters into the rights of the Executing or Clearing Company vis-a-vis the Client.
- **3. Price credit.** Credit of the purchase price by the Company is carried out only after the conclusion of a special agreement with the Client.
- Cash Payments from the Client to the Company. The Client pays money under the contractual relationship that connects him/her with the Company only in one of the following ways: a) by depositing money up to the amount of 3,000.00 € per day in the cash register of the Company located in its main branch which is housed at the Company's Headquarters, b) by personal check drawn to the Company or legally endorsed bank check issued by the client's bank account, which is delivered to the Company's cashier and is accepted by the Company under the terms announced to the Client and under the condition of its collection by the Company, c) by deposit in the bank accounts of the Company, the Client explicitly and specifically stating his/her name and the account number he/she maintains in the Company, d) by deposit in bank accounts of another Investment or Credit Institution - such as the Executing Company, Liquidation Company or Custodian, indicated specifically to the Client by the Company, the Client explicitly and specifically stating his/her name and the account number he/she maintains in the Company. The said deposit must be notified by the Client directly to Company with the means of communication that have been agreed herewith. Without prejudice to item (a) above, the day of payment is considered the day on which the amounts paid are available in a bank account of the Company or, (in case d of par. 4 above) of the other investment firm or credit institution. Any other method of payment does not constitute an appropriate payment and can not be opposed by the Client vis-a-vis the Company.
- cash Payments from the Company to the Client. The Company fulfills its obligation to pay money to the Client, following the Client's order, by paying cash to the Client or his/her legally authorized representative, by issuing a check drawn to the Client or his/her representative and / or by depositing money in a bank account indicated by the Client to the Company. In the latter case, the Company is deemed to have paid to the Client as long as it duly gave the order to the credit institution, where the Company's account is kept, for the transfer of the money to the credit institution, where the account indicated by the Client is kept, to be credited to this account, and the Company's account has been debited in this regard, without the Company being liable for the fulfillment of the obligation of the credit institutions and, in particular, of the credit institution, to which the account indicated by the Client is kept, for credit of the transferred amount to the account indicated by him/her. The same applies in case of payment to the Client directly by the Executing Company or the Liquidating Company or by a custodian, who holds sums of money belonging to the Client.
- 6. Delivery of securities by the Client. Delivery of Intangible Securities by the Client to the Company is made upon completion of their transfer to the account of intangible securities operated by the Company or the Executing Company or by the provision of authorization to the Company or the Executing or Liquidating Company, as well as any other assistance for the movement of the account with the Depositary in which such securities are deposited. The Client delivers tangible securities of Financial Instruments and any kind of proof or attestation documents to the Company, by providing authorization to the Company or another Executing or Liquidating Company as well as any other assistance for the operation of the account to the Depository in question. Any other way of delivery of intangible or tangible securities and any kind of proof or affirmative documents does not constitute an appropriate delivery and can not be opposed vis-a-vis the Company, unless otherwise expressly agreed in writing.
- 7. Delivery of securities to the Client. The delivery from the Company to the Client of intangible securities listed on the Athens Stock Exchange in fulfillment of the Client's orders, is carried out by registering the securities in the Client's account in a (sub) account operated by the Company. The delivery by the Company of other intangible or tangible securities, in fulfillment of the Client's orders in the context herof is carried out by the registration of these securities in an account kept

by a Custodian either directly in the Client's name or in a collective account kept in its nameby the Company or the Executing or Clearing Company or the Depositary on behalf of its Clients. The delivery of any kind of documents evidencing and/or verifying rights that have been purchased on behalf of the Client, is done from the next working day of their receipt by the institution through which the transactions are cleared or by another body that issues them. The place of delivery of the above documents is the headquarters of the Company and any shipment to the Client is made exclusively at his/her own expense and at his/her own risk.

8. Consent for postponement of liquidation. The Client hereby provides his/her consent as well as the irrevocable mandate and power of attorney for the duration hereof to the Company, as acting on his/her behalf and on his/her behalf to transfer the settlement of all types of Client orders to a third clearing company, such as general clearing members of regulated markets, etc., signing on behalf of its Client any necessary document and carrying out any necessary action in order to complete the clearing, such a transfer not constituting an assignment of responsibilities by the company to a third party within the meaning of par. 5 of Article 16 of Law 4514/2018 (Directive 2014/65/EU) but a new contractual relationship between the Client and the third party, exempting the Company from any liability to the extent and in accordance with these terms.

- 1. Client Capital. The Company deposits the funds of its Clients in bank accounts of credit institutions in their name or in the name of the same or another Executing Company or Depositary with a clear reminder to the credit institution that these are Client funds and, in case the Client has consented by ticking the necessary box herein, in recognized money market funds.
- Money Account. The monetary claims arising on both sides between the Company and the Client for all the transactions that are made, are registered in an interest-free debit account in the name of the Client (hereinafter the "Money Investment Account") automatically offset by their registration. Pecuniary amounts are recorded in the Money Investment Account based on the transactions that have been materialised on behalf of the Client, even if their liquidation and settlement have not been completed. The Money Investment Account may, at the discretion of the Company, be divided into individual accounts (sub-accounts), to monitor the more specific forms of transactions. The Client irrevocably authorizes the Companyto carrie out money transfers between the individual monetary investment accounts of the Client or their further subdivisions (sub-accounts), without Client consent or approval being required if this is according to the needs of the investment services provided. The Company debits or credits the Money Investment Account or any sub-account thereof with any amount owed by the Client to the Company or the Company to the Client respectively, for whatever reason the claim that is credited or debited may arise from at each time, and regardless of when it is overdue. The Money Investment Account becomes interest-bearing when overdue debts of the Client vis-a-vis the Company or the Executing or Liquidation Company are created, in accordance with the provisions hereof, the individual special contracts and the regulations of the clearing systems of the market in which it trades. Subject to the following term and unless otherwise agreed between the Company and the Client, as to the Client's funds deposited in the Company's client accounts on behalf of the Client, the Company is not liable to pay interest.

3. Credit balances of money accounts.

- 3.1. The credit balances of the cash accounts of the company's clients are kept in the Company's client accounts in credit institutions. According to the existing Greek legislation on the Deposit and Investment Guarantee Fund (DEIGF), the real beneficiary is covered by the guarantee, provided that this person is appointed or can be appointed before the date on which a deposit becomes unavailable. In case of many real beneficiaries, for the application of the covered limit of one hundred thousand (100,000) € as a maximum compensation limit for covered deposits of the same depositor in a credit institution covered by DEIGF, the share corresponding to each one is taken into account based on the legal or contractual arrangements governing the management of the amounts deposited.
- 3.2. For the purposes of applying the above provisions, the Client unreservedly instructs the Company to distribute at its discretion its cash balances to credit institutions, in which the Company maintains client accounts and to display these balances of the Client per credit institution in its legal commercial books in real time, so that it can be proven that the Client is the real beneficiary of the respective cash balance of the client account and therefore that it is covered by DEIGF. For these purposes, the respective credit balances of the Company's clients are distributed in its bank accounts to all cooperating credit institutions in Greece proportionally (pro-rata) based on the percentage of total credit client balances per credit institution on the total the amount of credit clients in all partner credit institutions. Based on this percentage distribution, the Client will be compensated in case of a credit event. In such a case the Company does not bear any responsibility towards the Client. Furthermore, for the same purposes, the Client consents to the provision of his/her personal data and data by the Company to the credit institution, where his/her deposit is kept, and to DEIGF for the correct application of the above provisions and the performance of legal controls by the system deposit guarantee in order to receive the coverage and compensation provided for in the relevant legislation.
- 3.3. The Company may and the Client authorizes the Company hereby throughout the duration of its contractual relationship with the Client to place the respective credit balance of the Client's cash account on time deposits or contracts for the purchase of Greek Government Securities with a resale agreement against a pre-agreed price. (Repos contracts) or other necessary contracts, lasting one day (overnight) or more, in the respective national currency. The preparation of the above transactions will be done by the Company in its name, on behalf of more clients. The Company will distribute to its clients the return from these placements, depending on the percentage of participation of each in the total capital. The Client's return will be credited to the Money Investment Account kept by the Client in the Company, no later than the next working day after its collection. The Company's fee for the above services is determined in the respective pricing policy document and is collected when the benefits are

credited to the Client's Account. The Company selects for the above deposits / transactions banks that have their registered office and operate under the supervision regime in a Member State of the European Union or the European Economic Area or Switzerland. The Company is not liable for improper fulfillment or, in general, non-fulfillment of obligations, including failure to fulfill, or bankruptcy, but also for the general acts or omissions of each bank, including those of its employees and , assistants and agents with which it cooperates. or transacts, in the context of the materialization of transactions or depositsmentioned under this section, even if they are carried out in its name on behalf of its clients. It is presumed that the operation of credit institutions and investment firms in general under the supervision regime in a Member State of the European Union or in another state that provides a supervisory system that meets international standards, excludes the existence of fault of the Company in the selection of these companies. Also, the Company is not responsible in cases of devaluation or change of the national currency, being responsible only for the return of the Client's cash in the current national currency.

4. Financial instruments.

- 4.1. The Company safeguards the Client's financial instruments as follows: a) If they are intangible financial instruments, they are registered in the Intangible Securities System of the Central Securities Depository, in the Client's name as operated by the Company. b) If they are other types of securities held by a third party / Custodian, in intangible or tangible form, they registered in investment accounts in the name of the Client with an operation authorization from the Company, or in the name of the Company held by the said Custodian; the Company ensures that the Custodian is a Central Registry or other authorized Central Securities Depository, Accounts Accounting System, Credit Institution or Investment Firm (hereinafter: "custodian"), which is entitled to provide the custodial service. The Company deposits the Client's financial instruments with a third party, established in a country outside the European Union, only if the third party is subject to special regulations and supervision in that country.
- 4.2. The Company may, where permitted, hold client financial instruments either itself or through a third party (Custodian) in collective investor accounts (omnibus accounts) on behalf of more than one Client, specifying in its books the financial instruments corresponding to each of its Clients. In this case, the Financial Instruments are registered with a Client in an investment account in the name of the Company or a third party with a clear reminder that they are client financial instruments. Both the Company and a third-party Custodian do not assume any guarantee that, despite the measures they take in accordance with the applicable regulatory framework, there will not be cases where it will not be possible to specifically identify the Client's third-party financial instruments, financial instruments of the third party or of the Company itself. The Company is not liable for improper fulfillment or, in general, non-fulfillment of obligations, including inability to fulfill, or bankruptcy, but also for the general acts or omissions of any third party that holds financial instruments of the Company's clients (such as investment or central counterparty markets, including their employees, assistants and agents, with whom it cooperates or trades, in the context of the custody of the securities of this Article, even if the custody is carried out in its name on behalf of its clients. It is assumed that the operation of credit institutions and investment firms or the central counterparty under the supervision regime in a Member State of the European Union or in another state that provides a supervisory system that meets international standards, excludes the existence of fault of the Company in the selection of counterparties.
- 5. Financial Instruments Account. The Company maintains in the name of the Client a financial instrument account, in which it debits and offsets against similar financial instruments, the claims and liabilities of the Client towards it or the Executing Company or the Liquidation Account ("Investment Cash Account"). The Investment Account of Financial Instruments records, by credit or debit, the financial instruments based on the transactions that have been materialised on behalf of the Client, even if their liquidation and settlement has not been completed. The Company may maintain one or more Investment Accounts of Financial Instruments on behalf of the Client. Each Investment Account of Financial Instruments may, at the discretion of the Company, be divided into individual accounts, which may be further subdivided into sub-accounts, to monitor the specific types of transactions, under the special contracts drawn up with the Client. The Client irrevocably authorizes the Company, depending on the needs of the investment services provided to it, to carry out on its own initiative and without the need for the consent or approval of the Client, transfers of Financial Instruments between the individual Investment Accounts and/or their individual subdivisions (sub-accounts), offsetting opposing positions in similar Financial Instruments or covering the needs of additional security and margin deficit.

- Dividends, voting rights, etc. Subject to the cases where the interest or dividends are paid directly to the Company by the issuer of the securities and by its actions, the Company will receive interest and dividends related to the financial instruments hereof and upon a relevant order of the Client, will credit to an account specified by the Client, or otherwise to one of the Client's bank accounts that it operates at its discretion. The Company does not assume the responsibility of informing the Client about any corporate transactions that affect its financial instruments (e.g., share capital increases with preference, general meetings, dividend receipts, etc.) or for its general tax or other obligations arising from the execution of his/her orders. The Company will not exercise voting rights that incorporate any of its financial instruments on behalf of the Client, unless the Client explicitly authorizes it in writing, subject to the acceptance of this authorization by the Company. Also, the Company may participate either by itself or through another Executing or Liquidating Company or Custodian, following a relevant order of the Client, to cover the issuance of any kind of financial instruments, to exercise rights to convert bonds into shares and pre-emptive rights to share increases, to receive new securities or proceeds related to the financial instruments hereof. The Company does not take care of the followup of the publications according to articles 843 et seq of the Greek Code of Civil Procedure. The provision of some or all of the above services by the Company may be accompanied by a simultaneous charge of the current fee of the Company for these services, as provided in the respective pricing policy document of the Company.
- **7. Evidence.** A copy or extract from the forms, data, books, statements and records issued or maintained, as the case may be by the Company in accordance with applicable law, or an extract from any account held by the Company hereunder, which is exported from its files and displays the movement of these accounts, are a complete proof of the information they contain and of any claims of the Company towards the Client.
- Joint account (for individuals online). Except for the securities listed on the ATHEX for which the signing of an addendum for the creation of a joint account is required, in cases where a certain service or financial instrument is provided to the Client, at his/her choice, through a joint account governed by Greek law or law of the foreign country, with another client of the Company, the Client is fully committed in its relations with the Company, even if one of the beneficiaries of the joint account has acted. Transactions or omissions of even one of the beneficiaries of the joint account, in relation to the Company, unless otherwise expressly provided herein or in the terms of a particular Financial Instrument, are considered joint acts or omissions of all the beneficiaries of the joint account and binding on all beneficiaries, which may be validly opposed by the Company vis-a-vis all or any of the beneficiaries. Each of the beneficiaries of the joint account is fully liable to the Company for any liability arising or likely to arise from this contractual relationship during its term. Statements and transactions of the Company addressed, according to the terms hereof, to one of the beneficiaries of the joint account, are considered valid vis-a-vis all the beneficiaries, if they were made to at least one of the beneficiaries. If the investment services are provided in the form of a joint account, in case of death, incapacity or bankruptcy of any of the beneficiaries of the joint account, the survivor or survivors, for whom one of the above reasons does not exist, is entitled on a case-by-case basis, to dispose of all the financial instruments and / or funds in accordance with the applicable law, the Company being exempt from any liability vis-à-vis all beneficiaries...
- 9. Consent for the transfer of custody: The Client hereby provides his/her consent as well as the irrevocable mandate and power of attorney for the duration hereof to the Company, in order for the Company to act in his/her name and on his/her behalf for transferring the custody of all types of financial instruments to a custodian, and in general to liquidation members of regulated markets, etc., signing on behalf of the Client every necessary document and carrying out any necessary action in order to complete the transfer of the custody, such transfer not constituting an assignment of responsibilities by the Company as per the definition of Par. 5 of Article 16 of Law 4514/2018 (Directive 2014/65 / EU) but a new contractual relationship between the Client and the third party, exempting the Company from any liability to the extent and in accordance with these terms.
- 10. Client Notice: The Company sends the Client on a quarterly basis written or electronic notice, which includes:
- 10.1. details of all financial instruments or funds held by the Company on behalf of the Client, at the end of the notice period,
- 10.2. information on whether the Client's financial instruments or funds have been the subject of securities financing transactions,
- 10.3. information on whether the Client has acquired any benefit as a result of its participation in a securities financing transaction, as well as the operative cause of this benefit,

- 10.4. the market value or, where not available, the estimated value of the financial instruments included in the information, with a clear indication that a lack of a market price is likely to be indicative of a lack of liquidity,
- 10.5. the ownership status of the Client's financial instruments such as any collateral,
- 10.6. the financial instruments and funds for which a financial pledge is allowed.

The information to the client can also be provided through an online system in accordance with the conditions of the law.

The Client is entitled to receive upon written request and being charged accordingly, more frequent written information.

11. Disclosures about transactions that involve a contingent liability for the Client: If the Client's account held by the Company as a custodian, including positions in leveraged financial instruments or other transactions that involve a contingent liability, the Company notifies the client when the initial financial average is devalued by 10% and henceforth multiples of 10%. This information is provided at the end of the business day when the limit was exceeded on a non-business day at the close of the next day. If the client has consented, the Company may calculate the exceeding of the 10% limit at the portfolio level. The basis of calculation is the value of the financial instrument or portfolio in relation to the previous periodic information of the Client.

- 1. Communication. Greek is the official language of communication with the Company. However, it is pointed out that the terms or contracts that the Client may sign when making investments in Financial Instruments hereunder may be reflected in a language other than Greek. In particular, information or contractual texts, especially on derivativesmentioned herein may be given in English. The Client states, in his/her statement, which is the legal basis for the Company, that he/she is fluent in English, and in any case of doubt as to the understanding of the texts, that it is his/her responsibility to ask for clarifications where required from a person that he/she trusts. The Company communicates with the Client through a fixed paper medium, only where this is required by law, and on the condition that the Client has not consented to his/her contact details for communication via electronic means. In order to prove the service or delivery of the relevant communication, it will be sufficient for the Company to prove that it addressed to the address that the Client has provided in the contact details or that it transmitted the message in case of fax or SMS to the number provided to the Company. In case of joint accounts, the communication will take place in the contact details of the first beneficiary. The Company may, if the Client has frequent access to the internet and has consented to it, contact him by posting relevant information or modifications hereof on its website, or by e-mail. The Company assumes that the Client has frequent access to the internet, since he/she has provided it with his/her e-mail address as a means of communication. In this case, to prove the service or delivery of the relevant communication, it will be sufficient for the Company to prove that it posted the relevant information on its website or that it sent the e-mail to the e-mail address stated by the Client. The Client provides his/her explicit general consent, so that he/she is informed about any information through the Company's website or by sending an e-mail to the e-mail address stated in the contact details.
- 2. Client notification in case of an order execution. When the Company executes a specific transaction on behalf of the Client or transmits for execution to a third order of the Client, it sends him/her a confirmation or information regarding each transaction, which contains the recorded details of the transaction. This confirmation is sent no later than the first working day after the execution of the order, or after receiving the confirmation sent to the Company by any third party, who mediated the execution of the Client's order. The Company does not send a notice for the confirmation of execution of an order, if this confirmation is to be sent directly to the Client by a third party that mediated the transaction. The notification for the confirmation of the execution of the order, which will be sent to the Client, includes, as the case may be, the information provided by the current legislation and regulatory framework.
- 3. Informing the Client of other issues. Upon a written request of the Client, the Company will send the analysis of the commissions or charges, related to the executed order. Also, at the written request of the Client the Company can provide him/her with information about the status of his/her order. In cases where the Company additionally provides the ancillary custody service on the Client's financial instruments, in accordance with the specific provisions herein, it sends at least on a quarterly basis a statement of assets. This statement includes the provisions as defined by the current regulatory framework. It is expressly agreed that, unless otherwise agreed in writing between the Company and the Client, the Company does not hereby have any obligation to inform the Client of any excess of the Client open position limit, except to the extent required by mandatory provision of the current legislative and regulatory framework.
- 4. Client notice through electronic means. The Client may receive through a program that is provided to Client information on the prices of financial instruments either in real time or with a time delay, depending on the services provided to the Client each time, and the specific terms of use of the service or the Software. This feature of the Client does not constitute a transfer or concession of use of the program that includes the relevant information from the Company or the third provider to the Client. The Company draws the Client's attention to the possibility of change of these prices until the receipt of any electronic order to the Company or the Executing Company, its entry into the system and the preparation of the relevant legal act. Neither the Company nor any Executing Company are liable in the case of non-execution of the order with a fixed price limit due to change of the share price or the execution of a free order from a price limit at a price different from the price at the time of order delivery by the Client.
- 5. Not receiving information . The Company is not responsible for the Client's receiving the information provided. If the Client does not receive information, which the Company should have provided, he/she is obliged to notify the Company in writing and without any delay immediately after the expiration of a reasonable time, within which the information of the Company should have reached the Client during normal course of events, and no later than 24 hours if it is an information via email or fax or SMS and four (4) calendar days in the case of regular mail, the deadlines starting

from the next business day of the transaction. Client's failure to inform the Company is a presumption that he/she received the said updates, exempting the Company from any further civil liability.

- 6. **Objections.** The Client's objections, concerning any element of the transactions materialised on his/her behalf and included in the above information by the Company, must be submitted to Company in writing immediately after his/her notification and within 24 hours at the latest, unless a different deadline is provided in more specific terms hereof or in the terms of the respective financial instrument. Failure to submit objections in time is valid as approval.
- **7. Consent for data processing.** The Client expressly provides his/her consent to the processing and, in particular, the registration and storage in a File by the Employees of the competent Departments of the Company of his/her personal, family, corporate, financial, assets or other data that he/she declares to the Company as well as the data that relates to the transactions carried out, and states that he/she was informed before the signing hereof by the competent employees of the Company in a clear manner for the processing of data by the Company or by companies cooperating with it, the purpose of processing hereunder, the recipients of the data and the right of access, according to the procedures defined by law, that the Client has in the Company Archive and in particular to the information that concerns him/her..
- **8. Data transmission and invocation.** Notwithstanding the above, the Company may transmit to competent bodies, in accordance with the applicable provisions, as well as to cooperating companies the data required or that may be requested by such bodies or cooperating companies to carry out their work, and, in general, to promote and support trade relations. Also, the Company may transmit Client data to related companies for reasons of the Group's compliance with regulations. Finally, the Company may rely on Client data before a Court or other Authority to defend its pending case concerning relationships governed by the investment services agreement. The Company bears no responsibility for the transmission of data or incorrect Client data, even if the transfer is made on the initiative of the Company, unless due to deceit or gross negligence of the Company or its employees.

Section VII Company covers and insurance

In order to fulfill any obligation of the Client towards the Company, the following rights are recognized in the Company. These rights are maintained by the Company to secure any claim, , existing, future or conditional of a third party Executor, Liquidator or Depositary.

- 1. **Refusal to Execute Orders.** The Company is entitled to refuse the execution of the Client's orders, if he/she does not fulfill the obligations to Company or to third parties that he/she undertakes herein (in particular if he/she has not paid the purchase price or has not deposited the securities for sale), or which are related in general with the orders given hereunder.
- 2. Pledge Right. Any Client asset held by the Company, directly or indirectly through a third party, in particular a Custodian, is the subject of a pledge to secure any claim, existing, future or contingent, of the Company vis-à-vis the Client. If a special procedure is required for the constitution of the pledge, this term is equivalent to a statement of the Client's will for its acceptance and its authorization to the Company, to carry out this procedure on behalf of the Client and to carry out any necessary additional action for the purpose hereof, signing any document required on behalf of the Client, the materialization of a self-contract expressly permitted hereunder. The Client is obliged to take every measure, so that the above pledge remains valid vis-a-vis every third party.
- 3. Retention and Offesetting. Assets, including any kind of documents or amounts of money that come in any way in the possession of the Company on behalf of the Client, or on which the Company acquires the right of disposal, are subject to retention by Company. The Company is therefore entitled to refuse the return of each of them to the Client or to another person by order of the Client, until the Client fulfills his/her obligations to the Company. For this purpose, all individual transactions between the Client and the Company are considered to result from a single investment services agreement. Claims arising from a sub-transaction may be proposed by the Company vis-a-vis the Client in set-off vis-a-vis a claim arising from another sub-transaction, regardless of whether they have already become overdue. The Company is not liable for damages caused to the Client or a third party by the exercise of the right of retention or by other legal or contractual measures, taken by it, for the payment of its claims vis-a-vis the Client, including future or contingent claims. In order to repay his/her debts to the Company, the Client is not entitled to propose his/her set-off claims vis-a-vis the Company for any reason.
- 4. Insurance. If the Client has a debit balance in the Company, regardless of whether it is overdue in terms of repayment, the Company has the right to ask the Client to provide, for the insurance of its receivables, acceptable financial instruments, the value of which is equal to at least 100% of this debit balance and on which a pledge will be made. The Company is entitled to take any legal action to sell the Client's assets that are in his/her possession, directly or through a third party, or in the possession of the Depositary, as a pledge to secure any claim of the Company vis-à-vis the Client.
- 5. **Right of Sale.**The Client hereby explicitly and irrevocably authorizes the Company, as the authorization is also in the interest of the Company, that the Company may sell any of his/her assets held by it, directly or through a third party, in particular a Custodian, to satisfy any of its claims, if the Client has been in arrears regarding the fulfillment of his/her obligation to the Company.
- 6. Costs borne by the Client. The Client shall be liable for any expenses incurred in connection with the assignment, management and any sale of these assets, following a court decision or in accordance with the applicable provisions of compulsory law or in accordance with the provisions hereof, as well as all court and other costs related to the pursuit of a claim of the Company to the Client or a claim arising from the substitution of the Company in rights of third parties vis-a-vis the Client, such as safekeeping surveillance or counting costs, insurance premiums, commissions, court and extrajudicial costs, etc.

- 1.1. Obligation to pay commissions. The Client hereby undertakes the obligation to pay to the Company, on first demand, the fees / commissions and charges for its services, which are communicated to him/her regarding the provision of investment and ancillary services herein. The Company is entitled to refuse the provision of service, if the Client does not assure the Company by appropriate means, that he/she was informed about the relevant charges.
- **1.2. Price in foreign currency.** If part of the total price paid by the Client in relation to the financial instrument or investment service is paid in foreign currency or relates to an amount denominated in a foreign currency, the Client, in addition to any bank transfer costs or remittances, shall bear the cost. currency conversion.
- 1.3. Remuneration from or to third parties. During the process of providing investment services in financial instruments, the Company may pay or accept fees, commissions, or non-monetary benefits to/from a third party (other market intermediary), where this is permitted by the applicable legal and regulatory framework. The Company provides, through the policy of conflict of interest, in summary form, the basic terms of the agreements concerning these fees, commissions or non-monetary benefits. It undertakes to disclose, upon written request of the Client, additional details. These considerations or the way of their calculation are notified to the client both before the transaction and periodically under section 1.8 hereunder.
- **1.4. Expenses.** All costs and expenses, including all kinds of fees, taxes (such as VAT), court costs, interest on arrears, fees or commissions of third parties for the execution of transactions, insurance premiums, telephone, telegraphic or postal fees, etc. relating to any kind of Client transaction with the Company, are the responsibility of the Client. An indicative list of these expenses is included in the respective Pricing Policy Document of the Company.
- **1.5. Overdue payments.** Any Client debt or obligation to the Company will be, in the absence of explicit written agreement with the Company to the contrary, immediately overdue and due from the time the event occurred, from which arose and without requiring any notice or notification of the Client.
- **1.6. Payment policy.** The Pricing Policy may be modified at the discretion of the Company. Any such modification is notified to the Client in the permitted ways of information, in accordance with the more specific terms hereof, even electronically through the Company's website. In case of objections, the Client is entitled to terminate the investment services contract within ten (10) days from the notification of the amended invoice. After the expiration of this deadline, it is presumed that the Client accepts the content of the respective modification.
- 1.7. Account charge. The Client hereby provides to the Company the special, explicit and irrevocable order, as this is also in the interest of the Company, to charge with the above amounts the account that the Client provides in his/her relevant order or if he/she has not defined in his/her order the relevant account, or if this account does not have a balance available, any other account operated by the Company, the latter not being liable for the selection of the account.
- 1.8. Client information on costs and charges: The Company notifies the Client of the total amount of commissions and charges and the costs and charges borne by the Client and arising from each transaction performed by the Company on behalf of the Client both in advance and by outturn on an annual basis. In case the real cost is not available in advance, the Company may base its information on reasonable estimates.
- **1.9. Content of information** The Client is provided with the following update:
- a) The total costs and charges charged by the Company or other parties, in case the Client has been referred to them, for the investment services and / or ancillary services provided to the Client. When the Company proposes or makes available to the Client services provided by another company, it adds the costs and charges of its services with the costs and charges of the services provided by the third company. Third party payments received by investment firms in relation to the investment service provided to the client are listed separately and the total costs and charges are added and expressed as a sum of money and as a percentage.
- b) The total costs and charges related to the construction and management of financial instruments, as a sum
- c) In case any part of the total costs and charges must be paid in foreign currency or represents an amount expressed in foreign currency, an indication of the relevant currency and applicable exchange rates and conversion costs are provided.

- d) Representation of the cumulative cost effect on return-on-investment services.
- **1.10.** The Client is entitled to request more detailed information.
- **1.11. Advance information on the cost of financial instruments:** The above information under b) is provided to the Client in advance in the following cases:
- a) when the Company proposes or has financial instruments in clients or
- b) when the Company has to provide the Client with UCITS KIDs or basic information documents for investors regarding packaged investment products for private investors and insurance-based investment products (IBIP) regarding the relevant financial instruments, in accordance with the relevant EU legislation.
- 1.12. Annual periodic information: The Company also provides annual information on all costs and charges related to financial instruments and investment or ancillary services in case it has proposed or disposed of the financial instruments or has provided the Client with the key information document and maintains or has maintained a stable relationship with the Client throughout the year. The above information is based on actual costs and is provided on a personalized basis. The Company may at its discretion provide the Client with the above comprehensive information on the costs and charges of investment services and financial instruments in conjunction with the existing periodic reports provided to the Client.

- 1. Result of investment services. THE COMPANY DOES NOT GUARANTEE THE RESULT OF THE PROVIDED INVESTMENT AND ANCILLIARY SERVICES. Even if the information is provided in a particular financial instrument states that it has guaranteed return, this guarantee is provided by the issuer or a third party, the Company does not guarantee a specific return from the investment and ancillary services provided and any reference to performance relates to past time or simple estimate of the company.
- **2. Change of conditions.** The Company is not responsible for any loss the Client suffers from the investment and ancillary services provided due to changes in market conditions, currency rates or the Company's choices and decisions, which subsequently prove unprofitable, unless it has unlawfully and culpably harmed the Client by its acts or omissions. The Company is responsible for redressing any Client loss from the investment and ancillary services provided, only if during the performance of its duties it showed gross negligence or deceit to the detriment of the Client's interests.
- **3. Liability.** The Company is liable only for deceit and gross negligence of its employees, assistants or others, if the Client suffers damage by mistake, misunderstanding, error or fraud concerning the person who stated to the Company his/her intention to conclude a transaction or the content of statements of intent or announcements made by telephone or in writing to and from the Company to and from the Client or from and to the Company to and from third parties (cases of forgery and forgery). The Client is liable to the Company for any damage it may have suffered from the transfer by the Client to a third party of his/her personal data relating to his/her transactions with the Company, such as Passwords or account numbers, legal documents, etc.
- **4. Cancellation rights.** In any case of erroneous transmission of a declaration of will, the Client waives Article 146 of the Civil Code which is the right to annul the legal act. The Company is responsible in case of culpable non-execution of orders of the Client or culpable delay in the execution of its orders for deceit and gross negligence of its organs, assistants, or others.
- **5. Quantitative limitation of liability.** In no event is the Company, its executives, and employees liable to the Client for the loss of profits, goodwill, reputation, business opportunities or expected benefits or for special or deposit losses.
- **6. Exceeding limits suspension of work malfunction in systems.** The Company is not responsible for the non-execution of orders due to exceeding transaction limits that may be set at execution sites such as the ATHEX. The Company does not bear any responsibility for any damage caused to the Client or a third party who is entitled by him/her in cases of partial or total suspension or restriction of the Company or another investment firm, with which it trades on behalf of the Client, as indicative or Liquidating Company, due to decisions and acts of the authorities, accidental events and force majeure events, including the cessation of the operation of the place of execution and the exercise of the right to strike. The Company is not responsible if there is a malfunction in the computer or telecommunication systems through which the Client's orders are transmitted. Also, the Company is not responsible for damage from illegal acts of third parties, especially illegal access, and hacking.
- 7. Transfer to an Executing Company. Transfer to an Executing Company. In case of transmission of an order to an Executing Company for the purpose of its execution, the Company is responsible only for the accurate and timely transmission of the Client's orders, without being responsible for any fault of the person it chooses, for the execution of all kinds of Client's orders and for the untimely or noncompliant execution or even the inability to fulfill them. The Company's liability is limited only for its fraud or gross negligence in the selection of the third party in accordance with the policy of selection of counterparties included in the policy of execution of the Company's orders. The Company is also not responsible for the solvency and in general for the fulfillment of the obligations of HELEX or corresponding foreign bodies, other members of the ATHEX or other markets and in general of the companies with which it cooperates for the execution of the Client's orders transmitted for execution, (Executor - Liquidation Company - Custodian) responsible only for deceit or gross negligence in the selection of the third party in accordance with the policy of selection of counterparties included in the execution policy of the Company. However, it is presumed that the operation of Investment Services Providers, as well as brokerage firms and credit institutions, under the license of the Hellenic Capital Market Commission or the Bank of Greece or another competent authority of a Member State of the European Union or other State members of the EU, excludes the existence of fault of the Company.
- **8. Tax issues.** The Company is in no way responsible for any tax treatment of the Client regarding a specific financial instrument or transaction or any related tax liability. The Client is invited to seek independent advice from an expert, regarding the tax treatment of any intended transaction.

1. Terms - definitions

- 1.1. "Initial margin" means the minimum margin as a percentage of the Securities Portfolio that must exist in order for a specific Credit Securities market to take place, including the value of that market.
- 1.2. "Retained margin" means the minimum margin as a percentage of the security portfolio that must exist at any time during the credit agreement.
- 1.3. "Margin deficit" means the amount by which the margin falls short of the amount corresponding to the Initial or Retained Margin.
- 1.4. "Securities": the securities for cases a 'and b' of paragraph 44) of article 4 of law 4514/2018, units or shares of UCITS of Law 4099/2012, as well as the shares of Closed Type Venture Funds. of Law 2992/2002 that are the subject of trading in a regulated market or in a Multilateral Trading Mechanism (M.T.M) or in an Organized Trading Mechanism (O.T.M).
- 1.5. "Short-Term Credit Account": The accounting monitoring cash account of this additional transaction maintained by the Company.
- 1.6. "Organized Trading Mechanism (OTM)": Organized Trading Mechanism (OTM) of a Member State of the European Union.
- 1.7. "Credit Limit": the maximum credit limit provided to the Client.
- 1.8. "Margin": the difference between the present value of the Securities contained in the Securities Portfolio and the debit balance.
- 1.9. "Liquidation Deadline": The respective time limit provided by the relevant applicable legal and regulatory framework for the settlement of transactions carried out by credit [currently two (2) working days after the day of the transaction (T + 2)].
- 1.10. "Multilateral Negotiating Mechanism": Multilateral Negotiating Mechanism of a Member State of the European Union.
- 1.11. "Regulated Market" means a regulated market of a Member State of the European Union or of a third State governed by equivalent supervisory rules.
- 1.12. "Current Value of the Security Portfolio": the value of all the items of the Security Portfolio, as it is evaluated each working day according to article 3 of the decision with number 6/675 / 27.02.2014 of the Hellenic Capital Market Commission.
- 1.13. "Security Portfolio": the total of the security provided by the Client, consisting of Securities or cash to ensure the fulfillment of the obligations arising from the provision of credit by the Company for the repayment of the purchase price of Securities.
- 2. Provision of short-term credit credit duration. The terms herein apply as long as the Client and the Company have agreed in the relevant field hereof to provide the ancillary short-term credit service under the terms and conditions set out in articles 5 to 10 of Law 4141/2013 and Decision no. 6/675 / 27.02.2014 of the BoD of the Hellenic Capital Market Commission, as they apply today. The short-term credit for the purposes hereof is the credit for the repayment of the purchase price of securities, of a period equal to the Liquidation Deadline, starting from the date of preparation of the stock exchange transaction and ending with the expiration of the above Term. above transaction.
- **3. Credit Objective**. The credit granted under these terms is granted exclusively for the repayment of the purchase price of the Securities, which includes any relevant legal charge or right.

4. Margin – interest rate – interest period - repayment

- 4.1. **Initial Margin**. The minimum percentage of the Initial Margin is set at 40% of the Current Value of the Security Portfolio. The Client must have covered the Initial Margin prior to the execution of the purchase order.
- 4.2. **Preserved Margin**. The minimum percentage of the Retained Margin is set at 30% of the Current Value of the Security Portfolio. If the minimum percentage of Initial Margin is increased by law beyond the above agreed percentage, this new percentage of Initial Margin is automatically valid herein. The Company is also entitled to adjust the percentage of the initial margin and / or the retained margin, at its absolute discretion after notifying the Client with the permitted means of informing as specified herein, the Company not being responsible for the consequent reduction of the Credit that may be granted to the Client. Client's refusal to comply with the margin coverage obligations that such an adjustment may result in shall amount to a termination on the part of this additional act.

interest rate increased by...% (default interest rate). The Company is entitled to change the interest rate unilaterally according to the terms of paragraph 2 of the section "Final Provisions" herein.

- 4.4. **Interest rate.** The credit provided hereby is agreed with interest at an annual interest rate equal to the applicable contractual interest rate, as determined by the Bank of Greece.
- 4.5. **Interest charge**. The interest is calculated from the day of settlement of the transaction and is payable on the following business day of the expiration of the provided credit, without the need for the prior notice to the Client. At the end of the term of the provided credit, the interest charge is considered as the respective default interest charge.
- 4.6. **Repayment**. The repayment of the above credit is made by the Client within the Liquidating Deadline, either in cash, or from the product of the sale of the shares purchased with the credit, or from the product of the sale of other shares of his/her Security Portfolio. The above sales of shares are carried out either by order of the Client, or by the Company exercising its right of sale, within the existing legal pledge on the items of the Client Security Portfolio, in accordance with the provisions of article 7 par. 2 of Law 4141/2013, if at the expiration of the above deadline the price of the shares purchased on credit is not covered by the proceeds of their sale.

5. Security Portfolio.

- 5.1. **Provision obligation**. In order to secure the Client's obligations, which arise from the Credit provision agreement herein, the Client provides the Company with a Security Portfolio prior to the execution of the purchase order.
- 5.2. **Security Portfolio Composition**. The Security Portfolio includes:
- a) Securities purchased on credit; and
- b) other Securities, which are registered or monitored in a system of registration and monitoring of securities in accounting form operating in Greece and which from time to time the Client orders to be transferred to the Security Portfolio, subject to full acceptance of the data thhereof by the Company, which is entitled to reject the Client's proposal at its sole discretion or to impose additional conditions for the acceptance of such Securities (such as weighting of their valuation or additional coverage). The items of the security portfolio that are accepted by the Company should be of the exclusive ownership of the Client, free from any liens and generally any right of a third party. Shares and securities in general, which are subject to trading or are registered in a nominee account, are not accepted as items in the security portfolio.
- 5.3. Securities change. The Company, in case of change in market conditions, reserves the right to unilaterally change the Securities that are accepted in the security portfolio, notifying in writing the change of the accepted Securities to the Client. In this case, the Client is obliged, within two (2) working days from the above notification to replace the Securities that are no longer accepted as items in the security portfolio. In any case, the Client, if he/she has not taken the above actions, irrevocably authorizes the Company to proceed with the sale of the unacceptable Securities. The above deadline of two (2) days does not apply, if the items of the security portfolio, the replacement of which is requested, become legally inadmissible items, in which case the replacement of the items must be completed on next working day, before the start of the ATHEX meeting.
- 5.4. Items release. The release of the items in the security portfolio is effected at the request of the Client. Release of items from the security portfolio is allowed only if it is ensured that no margin deficit is created or any existing margin deficit is not increased. The Company has the right to refuse the release of items from the security portfolio, or the return of the product of their sale to the Client after their release, even if their release or return in combination with any other transactions of the Client does not create a margin deficit or does not increase any existing margin deficit and in any case does not result in the application of paragraph 2 of article 8 of law 4141/2013, if it establishes a claim vis-avis the Client, even if it has not yet become overdue. In any case, the determination of the elements of the security portfolio that will be released, is at the absolute discretion of the Company. Cash that may be paid as part of the security portfolio is committed in favor of the Company and the Client is not entitled to make withdrawals without the Company's consent, and irrevocably authorizes the Company to make all necessary withdrawals from the account in this cash is deposited, in the context of this contract (margin account).
- 5.5. **Evaluation**. The current value of the Security Portfolio is valuated as follows:
- (a) The securities and units of Closed Type Venture Fundsare evaluated at the end of each trading day, based on the most recent closing price of the regulated market, the Multilateral Trading Mechanism or the Organized Trading Mechanism (OTM) that are traded.
- (b) UCITS shares are evaluated at the net price of the previous business day.
- (c) The value of the securities of the Greek State are evalueated according to the last time price of the

official price list of HDAT.

The Company is entitled at its sole discretion to weigh the value of the Securities Porfolio valuation depending on the nature and rating of the securities, by weighting factors that it notifies to the Client with the permitted ways of information hereunder, for the consequent reduction of the Credit that can be granted to the Client. Client's refusal to comply with the margin coverage may result in the termination of this additional transaction.

6. Margin coverage

- 6.1. The Client must cover the Initial Margin and the Retained Margin throughout the validity of the short-term credit.
- 6.2. In the event that for any reason the margin becomes lower than the maintain margin, ie a deficit of maintain margin arises, the Client is obliged to cover the difference until the beginning of the next ATHEX meeting by paying cash or by pledging additional securities or a combination of the above
- 6.3. In case the Client does not fulfill in time the above obligation for restoration of the retained margin, the Company, authorized by the Client to this end as of today explicitly and irrevocably for this purpose, as this authorization is in the interest of the Company and in accordance with the law, proceeds divisively or cumulatively and in combination, in its sole discretion, into all or any of the following actions to restore the conserved margin and to the extent required for such restoration:
- 5.3.1. Transfers to the Short-Term Credit Account any credit balance that may exist in any other Account of the Client held with the Company and / or transfers directly to the Securities Portfolio the Securities of the Client that it holds, without being included in it, from any Account to the Company, even if it is kept in the context of an indefinite or long-term credit, choosing at its absolute discretion among the assets of the Client. If the Client has a Portfolio of Security under this additional transaction and a Portfolio of Security under another credit (eg indefinite or longer term), the Company is entitled, at its discretion, to transfer securities between the said Portfolios of Security, if the Retained Margin in one of them becomes less than the agreed percentage on the provided Credit. In the case of Greek Government securities, it is agreed that the Client Security Portfolio includes all the Greek Government securities held by the Company, either as the Company or of the Client to DSS or to a portfolio account of clients of another body of the Intangible Assets Accounting System of the Bank of Greece, with the Company, as custodian of its clients in a special bank account being the beneficiary of this account...
 - 6.3.2. Transfers to the Short-Term Credit Account of any credit balance that may exist in any other Client Account held by the Company and / or transfers directly to the Client's Securities Portfolio held by it, without being included in it, from any Account to the Company, even if it is kept in the context of an indefinite or long-term credit, choosing at its absolute discretion among the assets of the Client. If the Client has a Portfolio of Security under this additional transaction and a Portfolio of Security under another credit (eg indefinite or longer term), the Company is entitled, at its discretion, to transfer securities between the said Portfolios of Security, if the Retained Margin in one of them becomes less than the agreed percentage on the provided Credit. In the case of Greek Government securities, it is agreed that the Client Security Portfolio includes all the Greek Government securities held by the Company, either as the Company or of the Client to DSS or to a portfolio account of clients of another body of the Intangible Assets Accounting System of the Bank of Greece, with with the he Company, as custodian of its clients in a special bank account being the beneficiary of this account.
- **7. Suspension credit suspension**. The Company reserves in any case the right at its discretion to suspend or restrict the use of the credit provided by this credit, as well as to refuse to execute a purchase order of shares with credit, at any time and without notice.

8. Declaration of acceptance of risk

- 8.1. The Client states that the Company has drawn particular attention to the fact that the purchase of shares with short-term credit of the price involves increased risks of reduction of its initially invested capital because indicatively:
- (a) continuous purchases of shares with short-term credit entail increased transaction costs (commissions, stock market costs, taxes);
- (b) the investor's portfolio becomes vulnerable to price changes due to the short-term duration of the credit; and
- (c) the Client invests amounts of money in excess of the funds available to him. The Client also declares that he/she assumes any investment risk from his/her transactions with short-term credit within the present and the Company does not bear any responsibility for possible loss, including the

lost profit of the Client, who may suffer in connection with the conduct of credit transactions.

- 8.2. These transactions are materialised at the initiative of the Client and are based on his/her assessment of market conditions and not on the advice of the Company. The Client states that he/she is aware of the risk involved in short-term credit transactions and of the obligation to cover the margins and the consequences of reducing the margin below the required margin, and, among other things, the time and sale procedures.
- 8.3. The Client also states that he/she had the time and opportunity to study these terms and was provided by the Company with any information and clarification he/she requested for its full understanding.

- Scope of application. This section regulates the specific terms that will govern the provision of
 investment advice by the Company to the Client, provided that the parties have agreed in the
 Investment Services Agreement that the Company will provide investment advice to the Client
 regarding investments in Financial Instruments.
- Investment advice on an independent or non-independent basis: The investment advice to be provided in this context may be independent or non-independent, as each time will be clearly specified for each advice provided by the Company, before advising the Client.
 - 2.1. **Independent basis**. When providing investment advice on an independent basis, the Company:
 - 2.1.1. Evaluates a sufficiently wide range of financial instruments available on the market which must be sufficiently different in type and issuer or product provider to ensure that the Client's investment objectives can be adequately achieved and is not limited to the financial instruments issued or provided by the Company itself or by entities with close ties to the Company or by other entities with which the Company has close legal or financial relations.
 - 2.1.2. Does not accept or withhold remuneration, commissions or other monetary or non-monetary benefits paid or provided by a third party or by a person acting on behalf of a third party in connection with the provision of the service to clients ("Remuneration"). Minor non-monetary benefits are excluded, which can enhance the quality of service provided to the Client and are of such scale and nature that it can not be judged to impede compliance with the Company's obligation to best serve the client's interests. These excluded minor non-monetary benefits are clearly disclosed to the Client.
 - 2.2. Non-independent basis. When providing investment advice on a non-independent basis, the Company has no obligation to evaluate a sufficiently wide range of financial instruments available on the market which would be different in terms of their type and issuers or product providers and may be limited to financial instruments issued or provided by the Company itself or by entities with close ties to the Company or by other entities with which the Company has close legal or financial relationships. The Company may accept and withhold considerations, provided that the relevant conditions set forth in the relevant applicable legislation and the relevant provisions of the Investment Services Agreement are met.
- 3. Financial Instruments. For the purposes hereof, Financial Instruments are the financial instruments listed in Section C of Annex I of Law 4514/2018 (Directive 2014/65 / EU), as they are specified in the relevant order given by the Client to the Company in the relevant scope of the Investment Services Agreement.
- Object-Suitability. The Company undertakes to provide investment advice to the Client for investments in financial instruments, within the investment profile of the Client that has resulted from the suitability assessment that the Company has already conducted through the relevant questionnaire, which demonstrates professional conscientiousness, and respects the applicable law and regulatory frameworks. The provision of investment advice by the Company is based on the presumed interest of the Client, taking into account, as a matter of absolute priority, the information provided by the Client to the Company through the completion of relevant questionnaires regarding his/her experience and knowledge of financial investments, his/her financial situation and his/her investment objectives. The Company does not provide investment advice related to investment services or financial instruments that it deems unsuitable for the Client, based on the results of the suitability test it performs and to the extent required by the current legislation and regulatory framework. Investment in such financial instruments may, however, be made at the initiative of the Client, in which case the obligations of the Company is not regulated by this but by the contract of execution, receipt and transmission of orders and related ancillary services. In case the Company does not receive from the Client the information required for the assessment of the suitability of the provided investment services and financial instruments, it will not proceed with the provision of investment advice to the Client.

In the case of a group of clients, the control of knowledge and experience is carried out in the person of the representative authorized to carry out the transactions, under this, while the investment objectives and the financial situation in the person of all. In case of different evaluation, the most conservative one is taken into account.

In the case of a legal entity or a subject Client, the knowledge and experience test is performed in the person of

the authorized representative to conduct the transactions, pursuant to this, while the investment objectives and the financial situation in the person of the legal entity or the subject Client.

- 5. Client Information: When providing investment advice, the Company provides the Client with a suitability report, which includes a description of the advice provided and how the offer is appropriate for the Client, including how it meets the objectives, and personal circumstances in relation to the requested investment duration, his/her knowledge and experience, his/her attitude towards risks and the possibility of loss. This report is provided to the Client before the transaction is carried out, except in the case of a distance contract, if the client has consented to the relevant field hereof.
- 6. In the cases required by the current legislation, the Company sends on an annual basis a periodic suitability report, which includes an updated statement on how the investment meets the preferences, objectives and characteristics of the Client. Subsequent reports may be limited to covering changes in the services or financial instruments involved and / or the Client's conditions and may not repeat all the details of the first report.
- Communication of Information: The suitability reports are provided to the Client through a fixed medium, through an online system with prior notification of the Client via email.
- 8. Provision of Investment Services. It is explicitly stated to the Client that the information that may be provided by the Company, in the context of the disposal or mediation in the disposal of financial instruments, will not in any case constitute investment advice, <u>unless it is explicitly stated</u> before the investment, that investment advice is provided to him /her or if he/she requests such advice and the Company accepts their provision. In any case, information intended solely for the purpose of dissemination through communication channels or addressed to the public in the context of the availability or mediation available to the Company of the financial instruments to which it refers, do not constitute investment advice.

INVESTMENT ADVICE IS PROVIDED EXCLUSIVELY BY THE COMPETENT DEPARTMENT OF THE COMPANY. IT IS EXPLICITLY STATED TO THE CLIENT THAT HE/SHE SHOULD NOT COMPREHEND AS INVESTMENT ADVICE ANY INFORMATION COMING FROM ANOTHER PERSON INCLUDING ANY PERSONS ACTING AS AGENTS LINKED OR RECOMMEND TO THE CLIENTS IN COMPANY.

- 9. Archive. The Company maintains a record of the investment advice and suitability reports provided to the Client, even if they did not lead to transactions in accordance with the provisions of the current legislation and regulatory framework, as well as the relevant suitability reports (initial and periodic).
- 10. Risk statement for complex financial instruments. It is explicitly clarified to the Client that even if the investment in complex financial instruments such as derivative financial instruments (over the counter or negotiable in a regulated market) is indicated from the suitability check as appropriate and in line with the investment profile, investing in such complex financial instruments entails increased risks, even a total loss of the Portfolio or an additional obligation to be covered by the Client created by this investment financial liabilities and possibly multiples of the amount of the investment. In the event that the Client chooses to invest in such financial instruments, he/she explicitly understands, recognizes and accepts the above risks as well as the general risks related to these financial instruments as notified to him/her in the pre-contractual information package, not subject to any additional obligation held by the Company or liability for the outcome of the investment.
- 11. **Disclaimer.** THE COMPANY DOES NOT GURANTEE THE RESULT INVESTMENT ADVICE PROVIDED BY THE ADVISERS. It is explicitly clarified to the Client that:
- 11.1. Any figures disclosed to the Client during the investment advice are reported either in the past and past performance is not a reliable indication of future performance, or relates to a simulation of past performance and this past performance is not a reliable indication of future performance,
- 11.2. Any predictions about future performance are not a sure sign of future performance,
- 11.3. The tax treatment of the proposed transactions also depends on the individual data of each Client and may change in the future. It is left solely to the Client to examine and weigh the consequences of the respective tax treatment of the above proposed transactions.

- 1. Duration Solution Liquidation. The client's transaction relations with the Company begin with the signing by the contracting parties of the investment services agreement and the acceptance of the general terms of transactions. The contract has an indefinite duration. Termination shall be made in writing by any Party and shall take effect as a result of the other Contracting Party receiving the relevant notice of termination. The termination shall not affect the validity of orders in the context of the investment services provided, for which any enforcement action, even a preliminary one, has been carried out. In case of expiration or termination of the agreement in any way, the Client is obliged to immediately fulfill any of his/her obligations to the Company or third parties, which automatically become overdue, and the Company, subject to the exercise of any security rights vis-a-vis the Client. must deliver to the Client its financial instruments at the date of expiration / termination of the contract, unless otherwise specified in the terms of the financial instrument in which the Client invests, after previously withholding each amount due or due to a third party as a commission - fee, expenses or for any other reason due to this or (and) other contractual or non-contractual relationship. For this purpose, the Client is obliged to assist in any way indicated by the Company. Especially for securities listed on the ATHEX, the delivery of securities is made at the suggestion of the Client, to the new operator of the securities account he/she maintains with HELEX. In addition, the Client is obliged to release the Company from any obligation it has undertaken, acting on his/her behalf or upon its order. The authorizations provided to the Company remain in force after the termination of the contract, until the liquidation of all obligations or relationships arising from the contract and for these needs.
- 2. Modification. In case of: a) change of legislation or b) issuance of decisions of the competent supervisory authorities (including, inter alia, the manner of providing investment or ancillary services) or c) modification of the principles or operating practices of the places of execution or of the cooperating companies; or d) modification of the places of execution or the terms of cooperation of the cooperating companies or f) modification of the pricing policy of the company or the collaborating companies, the conflict of interest policy of categorization of best execution clients or other policies of the Company; the Company may unilaterally modify the terms herein or or the investment services contract and with immediate effect, notifying this change to the Client, in accordance with the terms of communication set forth herein, even by posting these terms on the Company's website. In the latter case the information of the Client is presumed from the sending to the e-mail address of the relevant information regarding the posting of the modifications on its website. If he/she does not accept these modifications, the Client is entitled to terminate this contract within ten (10) calendar days from the notification. Upon expiration of the deadline, it is presumed that the Client fully accepts the content of the respective modification. In any case, if the Client informs the Company that he/she does not accept these modifications without terminating this Agreement within the above deadline, the Company reserves the right to terminate this Agreement.
- **3. Applicable law.** Every transaction of the Company with the Client is governed by Greek law. Competent courts for the resolution of any dispute arising from the transaction of the Client with the Company are the Courts of Athens.
- **4. Prohibition of allocation.** The Client declares that all rights and claims arising from its transactional relations with the Company and related to the investment services provided by the Company, are not assigned or transferred in any way to a third party, unless the Company otherwise agrees in writing.
- **5. Invalidity of term.** The invalidity of one or more terms does not affect the validity of the other terms, as well as the contract between the Company and the Client in general.
- **6. Non-exercise of rights.** The non-exercise or delay of exercise of any legal or contractual right of the Company does not constitute and can not be interpreted as a waiver of the relevant right.