

## FRAMEWORK AGREEMENT

This Framework Agreement is made today ....., in ....., by and between:

‘PROCREDIT BANK (BULGARIA) EAD – THESSALONIKI BRANCH’ and the distinctive title “PROCREDIT BANK”, having its registered address at 54-56 26th Oktovriou and Pigasou str., P.C. 546 27, Thessaloniki, registered with the General Commercial Register under the number 136592160001, with Tax Reg. No. 997997666, Tax Authority FAE Thessaloniki (e-mail: contact@procreditbank.gr), as legally represented. The Bank is a branch of “PROCREDIT BANK (BULGARIA) EAD”, a Bulgarian bank in the form of a single-member public limited company (company limited by shares) with registered seat at 26 Todor Aleksandrov Blvd., 1303 Sofia, Bulgaria (e-mail: contact@procreditbank.bg). PROCREDIT BANK (BULGARIA) EAD is a member of the ProCredit group of entities and is supervised by the Bulgarian National Bank (“BNB”), the Bulgarian regulatory authority for the banking sector, located at 1 Knyaz Alexander I Sq., 1000 Sofia, Bulgaria. PROCREDIT BANK (BULGARIA) EAD – THESSALONIKI BRANCH, in addition, is supervised by the Bank of Greece (BoG), the Greek regulatory authority for the banking services’ sectors, located at 21 Eleftheriou Venizelou Str., on the one part, hereinafter referred to as the “BANK”,

and

..... son/daughter of.....,  
permanent address ....., ID card/Passport No  
....., e-mail address ....., mobile number ....., Tax  
Reg. No. ...., Tax Authority ....., profession ....., citizenship  
....., on the other part, hereinafter referred to as the “CLIENT/BORROWER”,

pursuant to section III of Law 4537/2018 on Payment Services and Payment Systems, as in force,

It is hereby mutually agreed as follows:

1. This Framework Agreement is made in conjunction with the expressed desire of the CLIENT to use payment services provided by the BANK, and the parties agreed as follows:
  - 1.1 The BANK opens and keeps in the name of the CLIENT a current account, a savings account Flex Save and/or a term deposit account;
  - 1.2 The BANK issues debit card/s and registers the CLIENT in Probanking, Username .....
2. The CLIENT is informed and agrees that by using Probanking, the request for the respective payment service registered by them has the nature of an agreement for the payment service concluded with the BANK.
3. For the use of a current account and the payment services provided, the CLIENT owes fees and commissions in accordance with the Price List of the BANK for Private Clients/Legal Entities, which shall be charged and collected ex officio by the BANK in accordance with the procedure, time-limits and method, as set out in the General Terms and Conditions for Payment Services.
4. The BANK provides information to the CLIENT for the operations effected in their accounts, in accordance with the BANK’s General Terms and Conditions for Payment Services.
5. The CLIENT declares that they have  /do not have  other opened Payment accounts for payment operations at other banks.
6. The CLIENT authorizes the BANK to send all letters, notifications, communications and other documents to the e-mail address/via Probanking/by mail to the address last specified thereby.
7. This Framework Agreement shall enter into force on the date of its signing, is valid for an indefinite term and may be terminated in accordance with the BANK’s General Terms and Conditions for Payment Services.
8. By signing the Framework Agreement, the CLIENT declares that prior to its conclusion, and in compliance with the provision under Art. 51 of Law 4537/2018 regarding preliminary information, they have received by the BANK a draft Framework Agreement, as well as the General Terms and Conditions for Payment Services/Price List, the Interest Rate and Currency Rate Bulletin of the BANK, and the Information bulletin for depositors, and accepts them as an integral part hereof.
9. The CLIENT declares that:
  - 9.1 The data provided thereby is true, full and voluntarily provided.
  - 9.2 The origin of the funds under Art. 13 of Law 4557/2018 (on the Prevention and suppression of money laundering and terrorist financing and other provisions), as applicable, to be received in  
PRCB - Internal

their bank account(s) is as follows: .....

- 9.3 Falls  / Does not fall  in the category of persons designated as politically exposed persons under Article 18 of Law 4557/2018 and is  / is not  a related person/family member/close associate to persons designated as politically exposed persons under Article 18 of Law 4557/2018.
- 9.4 Over the last 60 months: has fallen  / has not fallen  in the category of persons designated as politically exposed persons under Article 18 and has  / has not been  a related person/family member/close associate to persons designated as politically exposed persons under Article 18 of Law 4557/2018.
- 9.5 I am informed that my personal data will be collected, processed, stored and provided from/to third parties by the BANK in connection with this Framework Agreement and the contractual relations arising therefrom, in accordance with the terms and conditions laid down in EU Regulation 2016/679 for data protection, the effective Greek legislation, and the Privacy Policy of the BANK, as well as with the options for exercise of my rights for personal data protection.
- 9.6 I declare that I am aware of the criminal liability under paragraph 6 of Article 22 of Law 1599/1986, as in force, for declaring false data as true.
10. The parties agree and sign an overdraft agreement, forming an integral part of this Framework Agreement (Appendix No. 1).

FOR THE BANK:

FOR THE CLIENT/BORROWER:

## CONSUMER OVERDRAFT AGREEMENT

Appendix No. 1

1. The BANK shall grant a loan in the form of overdraft to the BORROWER ..... in the amount and under the conditions laid down herein, and the BORROWER is obliged to fully repay the overdraft received, to pay the capital, interest and fees and all costs thereon, as well as contributions, such as the levy of Law 128/1975, and to fulfil all the conditions hereunder, with the following loan parameters:
  - 1.1. Overdraft amount (principal): ..... (in words: ..... EUR).
  - 1.2. Term of the overdraft: 12 (twelve) months from the date of entry into force of the Agreement. On every 12 (twelve)-month period, the BANK shall perform financial monitoring, in accordance with the General Terms and Conditions for Lending to Private Clients. The maximum period of use of the overdraft may not exceed 48 (forty-eight) months.
  - 1.3. Date of disbursement: .....
  - 1.4. Final repayment date: ..... or the date after the automatic extension of the term for another 12 (twelve)-month period.
  - 1.5. Overdraft purpose: consumer needs.
  - 1.6. Annual interest rate: 6% (in words: six per cent) plus levy of Law 128/1975 (today 0.60%).
  - 1.7. Default IR: 2.5% over the contractual annual interest rate, plus levy of Law 128/1975 (in accordance with Bank of Greece Governor's Act 2393/1996, as in force), for each day of delay, which is considered from the first day following the maturity date.
2. This Agreement shall enter into force on the day of its signing.
3. The BANK has the right to unilaterally and without prior notice terminate the overdraft agreement, should it find a change in the creditworthiness of the BORROWER and/or non-performance of their obligations under the Framework Agreement/the Overdraft Agreement/the applicable General Terms and Conditions for Lending and the General Terms and Conditions for Payment Services.
4. The annual percentage rate of costs (APRC) shall be in the amount of ..... % (in words: ..... percent). The APRC has been calculated at the date of conclusion of this Agreement, and it is provided exclusively for informational purposes of the BORROWER. Detailed information on how to calculate the APRC can be found on the Bank's website – [www.procreditbank.gr](http://www.procreditbank.gr).
5. The overdraft shall be made available to the current bank account of the BORROWER at the BANK upon entry into force of the Agreement. The BORROWER may draw down and repay amounts multiple times up to the loan amount, and the proceeds in the current account of the overdraft shall automatically apply to repay the relevant drawn portion of the overdraft.
6. The BORROWER undertakes to ensure, during the whole period of the Agreement, the transfer of their monthly employment remunerations and/or equivalent to employment remunerations/dividend payments to the bank account servicing the loan.
7. By signing this Agreement, and pursuant to the provisions of the Greek legislation, the BORROWER personally as a natural person states that by affixing their signature hereunder for securing the BANK's receivables arising herefrom (including principal, interest, fees, commissions and expenses), they establish a pledge to the benefit of the BANK on their existing and future receivables arising from their employment contract and/or equivalent to employment contract/dividend payments. By signing this Agreement, the BANK states that it accepts the pledge on cash established to its benefit under the conditions of this clause. In the event the BANK announces its receivables hereunder due and payable, it may, pursuant to the provisions of the Greek legislation, satisfy itself from the pledged assets without court intervention.
8. By signing this Agreement, the BORROWER declares that they:
  - 8.1. Are familiar with and unconditionally accept the General Terms and Conditions for Lending to Private Clients, signed thereby, and with the Price List of Private Clients of ProCredit Bank (Bulgaria) EAD – Thessaloniki Branch, published on the website of the BANK: [www.procreditbank.gr](http://www.procreditbank.gr) and available on hard copy in its bank halls, forming an integral part hereof.
  - 8.2. Have been notified in advance by the BANK of all conditions relating to the provision and use of the consumer loan, and the information has been provided in a clear and comprehensible manner that allows making an informed decision on the conclusion of the loan agreement.

- 8.3. They were informed by the BANK that TIRESIAS SA (the Controller), with registered seat at 2 Alamanas st., 15125 Maroussi (tel. 210.3676700), maintains the following files on data related to the financial status which are periodically updated through the press and the website of TIRESIAS SA ([www.tiresias.gr](http://www.tiresias.gr)) and specifically Default files, Mortgage-Pre-notices files and credit files for the purpose of providing adequate information to the recipients in order to check mainly the solvency as well as the creditworthiness of the clients and the assessment of the legal burdens. TIRESIAS SA has developed a Scoring System related to the Transactions Behavior, which provides the recipients with a rating (score), to the purpose of an accurate assessment of the credit risk and therefore the reduction of bad debts and any interested party may receive the results of the score concerning them as well as the main reasons for this configuration, upon a relevant request to TIRESIAS SA. Recipients to the data included in these files and Scoring System are only licensed credit and financial institutions as well as specific government bodies. Every data subject has the right of access and the right of objection which are exercised upon request submitted to TIRESIAS SA pursuant to Law 2472/1997, as in force. The BORROWER provide their consent and unreservedly approve the BANK's access to data which are related to them and which are registered in the credit files as well as the access of the BANK in the Scoring System, if not marked negative selection immediately below:

I DO NOT CONSENT (for the BORROWER)

The aforementioned consent is valid from now on to any business relationship with the BANK and until it is expired or revoked by any way. Revocation of the aforementioned consent may be done at any time with a document submitted to the BANK and is valid for the future.

- 8.4. By signing the present Agreement, the BORROWER hereby explicitly declare that the aforementioned current account shall not, at any time, be subject to protection; therefore the BORROWER shall not, at any time, exercise their right regarding the official protection of the said account, according to the relevant procedure provided by the relevant legislation, including, among others, Law 4161/2013, as in force. Moreover, the BORROWER solemnly declares that no third parties draw any rights and/or claims against underlying receivables and cash, deriving from any cause, on the aforementioned account. Furthermore, the BORROWER guarantees and unconditionally acknowledges that they shall not assign, transfer and/or attempt to register or allow the registration of any pledge, lien, retention, collateral or any legal burden in favor of a third party, as well as not to encumber in any other way the said account.
- 8.5. For any dispute arising from the present Agreement, the courts of Thessaloniki shall have exclusive jurisdiction.

FOR THE BANK:

FOR THE BORROWER: